

E-TENDER TO PROVIDE GDS AIRLINES INVENTORY FOR IRCTC



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

Open Tender for Providing GDS Airlines Inventory to IRCTC

CIN Number: L74899DL1999GOI101707

Website: www.irctc.com

Email ID: rohitbora@irctc.co.in, ggit@irctc.com

Minimum fixed reserve price **INR 11,75,00,000 (INR. Eleven Crore Seventy Five Lakhs only)**
+ GST for three years for the Technical integration bonus

Type of Offer Two Packet

Last Date and Time of Submission	21.01.2022 at 15:00 hrs.
Dated and Time of Opening of E-Tender	21.01.2022 at 15:30 hrs.
Address:	Group General Manager / IT(1) IRCTC, Internet Ticketing Centre, State Entry Road, New Delhi-110055

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DISCLAIMER

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

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1. TOP SHEET

(Brief Information about Tender)

Tender No.	2021/IRCTC/AIR-TICKETING/GDS
Tender Papers will be available from	Tender Document may be downloaded from 24/12/2021 onwards from https://www.tenderwizard.com/IRCTC
Last date of receipt of Pre-Bid queries	Last date is 30/12/2021 @11:00 hrs. & the pre-bid queries may be addressed in writing to DGM/IT, Internet Ticketing Center, State Entry Road, New Delhi-110055 on Email: rohitbora@irctc.co.in
Pre-Bid Meeting	Pre-bid ONLINE/IN PERSON MEETING on 04/01/2022 @11:30 hrs.
Last Date and Time of Submission of Tender	21.01.2022 @ 15:00 hrs.
Date and Time of Opening of Tender (Technical Bid)	21.01.2022 @ 15:30 hrs.
Date and time of Opening of Financial Bid	Shall be intimated subsequently
Address for Communication & Dropping of Tender	IRCTC, Internet Ticketing Centre, State Entry Road, New Delhi-110055
Type of Offer	Two Packet Bid (Technical-Bid & Financial-Bid)
Tenure of the Contract	3 Years and extendable upto 2 times(on 1+1 year basis), on satisfactory performance of work, at sole discretion of IRCTC
Performance Security Deposit (PSD)	3% of the Technical Integration bonus for three years shall be payable to IRCTC by the successful bidder as PSD in the form of Bank Guarantee.

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2. BACKGROUND

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

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

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3. NOTICE INVITING TENDER

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

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

For Indian Railway Catering and Tourism Corporation Limited

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

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4. INSTRUCTIONS TO BIDDERS

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

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- 18) The submission of any offer connected with this tender document shall constitute an undertaking that the Tenderer shall have no cause for and claim, against IRCTC for rejection of the offer. IRCTC shall always be at liberty to reject or accept any offer at its sole discretion and any such action will not be called into question and the Tenderer shall have no claim in that regard against IRCTC.
- 19) If a bid is not substantially responsive, it will be rejected by IRCTC and may not subsequently be made responsive by the bidder by correction of the nonconformity. IRCTC's determination of bid responsiveness will be based on the contents of bid itself and any written clarifications sought by IRCTC in writing the response to which shall also be in writing and no change in rates shall be sought, offered or permitted.
- 20) During Tender Evaluation, IRCTC may at its discretion, ask the Tenderer(s) for clarification(s) regarding its tender and documents submitted. The request for clarification and its response shall be in writing and no change in the price or substance of the tender shall be sought, offered or permitted, in response.
- 21) IRCTC reserves the right to terminate the bidding process at any stage and will not be responsible for any loss or damages, which the bidder may incur in the process. The Bids can be rejected without assigning any reason.
- 22) The Tenderers must ensure that the conditions laid down for submission of offers detailed in the preceding paras are completely and correctly fulfilled. Tenders, which are not complete in all respects as stipulated above, may be rejected.
- 23) E Tender Processing Fee: - Nil.
- 24) The Notice Inviting Tender and the enclosed Instructions to Tenderers, Standard Conditions, Special Conditions, Covering Letter Format and Financial Bid Format shall form part of Tender Documents.
- 25) This tender document consists of 46 pages including index and one cover page.
- 26) Documents submitted should be serially numbered on the top right hand corner of every page.
- 27) Incomplete application documents are likely to be rejected. Application document without digitally signed including the covering letter shall be considered as incomplete.
- 28) There is no restriction on the numbers of qualified bidders. Qualification solely depends on evaluation and fulfillment of specified Technical and Financial Eligibility Criteria.
- 29) Bidders are requested to submit their bids sufficiently in advance, to avoid last minute hurdles in participating in the e-tender.

4.1 SUBMISSION OF BIDS

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

- (a) Complete tender document, including all Annexures, with supporting documents, Technical Bid - Part A shall be uploaded duly digitally signed, Financial Bid - Part B, should be separately uploaded duly digitally signed by authorized signatory as per procedure prescribed herein. Tender Evaluation: The entire process of evaluation of the offers shall be in two stages.

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Stage I:

The Technical bid of all the offers that are received within due date mentioned herein shall be opened and evaluated on the basis of eligibility criteria and verification of documents. The financial bid of only those bidders shall be opened who are shortlisted in stage I.

Stage II:

The date and time of opening of the Financial Bid – Part B shall be intimated to the shortlisted Bidders and shall be opened at such an appointed date and time in the presence of those bidders or their representatives who choose to be present, to ascertain the highest bidder. In addition, the following shall also apply.

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

- i. Minimum reserve price for Technical integration bonus has been fixed at **INR. 11.75 Crore + GST for 3 years** (@INR 3.917 Crore + GST per annum). In Addition to the initial Technical integration bonus, the bidder is required to pay non slab wise commission for the booked segments as stated hereunder during the contract period.

The non-slab wise Commission for the Domestic and International Segments is as per below.

Domestic Segments	INR 80 per segment
International Segment	INR 180 per segment

- ii. In case of extension of contract, Technical integration bonus for 1 year of extension will be on pro rata basis calculated on the basis of % increase in booking (for the period since last approval to till date) ..i.e. if the accepted Technical integration bonus in bid is @ INR 1 Crore per year and % increase in booking since then is 80%. then technical integration bonus for next 1 year(after 3 years) will be INR 1 Crore + INR 1*80/100 Crore = INR (1+0.8=1.8) Crore. Technical integration bonus for extended period should be deposited before the date of end of validity of current running contract. If the contract is further extended by another one year, technical integration bonus for the 5th year will be

$$A + (X*A/100)$$

where A is the technical integration bonus for fourth year and X is the % increase in booking segments in fourth year.

The bidder who in addition to the undertaking of paying non slab wise commission for the booked segments as stated above during the contract period quotes the highest Technical integration bonus on and above the fixed amount of **INR. 11.75 Crore + GST for 3 years** (@INR 3.917 Crore+ GST per annum) will be selected for award of the contract.

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- (b) The bidding process is completed with the issue of letter of award to the successful bidder by IRCTC.
- (c) Conditional/Telegraphic Bids/Physical Bids shall not be entertained. Photocopy/reproduction on party's letter-head is not permissible. After due date and time, submission of tender will not be possible.
- (d) The bidders may anytime withdraw their bids till the last date and time of submission; however, the bidder shall not be able to re-submit the bid thereafter. In case of withdrawal of bid, the tender processing charges, if any will not be refunded.
- (e) If Bidder or any of its partner/s or sister concern, who have been debarred by IRCTC/Railways/CPSU Dept. shall also be debarred from participating in the projects of IRCTC/Railway, during the period of such debarment.
- (f) All the tender papers submitted along with the Bid should be serially numbered on the top right hand corner of every page of the Tender Document.
- (g) At any time prior to the bid submission date, IRCTC may, for any reason, whether at its own initiative or in response to clarifications requested by a bidder, modify the bid document through the issuance of Corrigendum or Addendum which will be given on <https://www.tenderwizard.com/IRCTC> not later than 4 days in advance to the last date of submission of tender and shall be binding upon them. In order to give the bidders reasonable time where an Addendum is issued, or for any other reason, IRCTC may, at its discretion, extend the bid submission date.
- (h) IRCTC may terminate the contract at any stage, if it is found that the bidder is willful defaulter of bank/financial institution or blacklisted by any of the Government Departments/ Institutions / Local Bodies / Municipalities / Public Sector Undertaking, etc.
- (i) IRCTC reserves the right to reject any/all bids including the highest bid or withdraw the tender at any stage without assigning any reasons. Nothing contained herein shall confer right upon a bidder or any obligation upon IRCTC.
- (j) It would be desirable that prior to the submission of bid, the bidder has made a complete and careful examination of the requirements and other information set forth in this bid document.
- (k) All the pages of tender document consisting of Annexures and other supporting documents should be duly digitally signed by the authorized signatory of the applicant.
- (l) The document submitted by the successful applicants, in compliance of the above eligibility conditions shall be subject to verifications by IRCTC itself or through an agency (Expert in Forensic Audit) appointed by IRCTC, for which all necessary documents shall have to be essentially provided by the bidder, if so required. If the successful bidder is found to be ineligible on such verification, the letter of award will be terminated along with forfeiture of EMD(If any)/Security deposit/ other deposits such as License Fee, Concession fee, etc. In such eventuality the successful bidder will also be debarred for 03 years from participating in the future projects of IRCTC.

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4.2 PRE-BID QUERIES

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

IRCTC reserves the right to accept / not to accept requests of changes in specification/ clauses of tender Corrigendum or addendum regarding this Tender if needed after pre-bid meeting. Rightful Changes/Addendum/Corrigendum if any, will only be published on the e-tendering website and www.irctc.com. IRCTC reserves the right not to respond to queries raised during /prior/ after pre-bid meeting. The queries which are considered by IRCTC will be incorporated in corrigendum and made part of tender.

4.3 TECHNICAL BID - PART A (Description)

Documents to be submitted online by the Bidders:

With the Technical bid – Part A.

- (a) All the details/relevant documentary evidences as per Eligibility Criteria with duly digitally signed by the authorized signatory of the applicant.
- (b) The entire e-tender documents should be digitally signed on each page by authorized signatory.
- (c) The offer form (marked as Technical Bid – Part A), Annexure-I stamped, dated, and physically or digitally signed.

4.4 FINANCIAL BID- Part B (Description)

Document to be submitted online by the Bidders:

With the Financial bid – Part B.

The offer form (marked as Financial Bid – Part B), Annexure-XIV stamped, dated, and physically or digitally signed, clearly indicating the Technical Integration Bonus above the fixed amount of INR. 11.75 Cr + GST for three years to IRCTC in the financial bid as defined in the tender document.

In Addition to the initial Technical integration bonus, the bidder is required to pay non slab wise commission for the booked segments as stated here in above.

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- a) Successful bidder would be given Thirty (30) days time, from the date of issue of the letter of award of contract, for payment of the Technical integration bonus plus applicable GST for 3 years.
- b) Performance Security Deposit (PSD)
1. The successful bidder shall deposit 3% of the Technical Integration Bonus of 3 years with IRCTC as PSD along with the acceptance of Letter of Award (LOA) in 30 days time.
 2. The successful bidder shall furnish PSD in the form of an unconditional and irrevocable bank guarantee drawn on any scheduled bank in favor of "Indian Railway Catering & Tourism Corporation Ltd." payable at New Delhi, as per the details mention in the top sheet of the tender document. PSD shall remain valid for a period of 12 months beyond the contract period.
 3. Performance Security Deposit shall be refunded/returned to the bidder after deduction of any loss or damage which IRCTC may have suffered due non compliance of terms and conditions and or loss damages due to delay/negligence on the part of bidder. The request from the bidder may be sent for the same.
 4. IRCTC reserves the right to forfeit the Security deposit amount, completely, partially or to an extent as decided by IRCTC In the event of failure to execute the work within reasonable time period, IRCTC reserves the right to debar the bidder for period of one year depending on the extent of failure and enter into agreement with the next bidder.

4.5 EVALUATION OF OFFERS

- (a) The entire process of evaluation of the offers shall be in two stages:
- Stage 1:** Tender will be opened on the scheduled date and time as prescribed in the top sheet of the tender document. Scrutiny of Technical Bid- Part A will be done by Tender Committee as per laid down "ELIGIBILITY CRITERIA FOR THE BIDDER" of the tender document. The financial bid of only those bidders shall be opened who are shortlisted in Stage-I.
- Stage 2:** Following scrutiny of Technical Bid- Part A by IRCTC, Financial Bid- Part B of only those parties will be opened who are found eligible as per laid down criterion.
- (b) The financial bids submitted by the bidders will remain valid for One hundred and twenty (120) days from last date of submission of the bid.
- (c) The date and time of opening of the Financial Bid- Part B shall be intimated to the shortlisted Bidders and shall be opened at such appointed date and time in the presence of those bidders or their representatives who choose to be present.
- (d) The Procedure being followed is as under:
- (i) The suitability of the bidder shall be evaluated based on the evaluation of the document submitted by bidder sufficing the eligibility criterion.
 - (ii) The financial bid of the technically qualified bidders will be opened and such bidders will be ranked as H1, H2, H3, etc. on the basis of their bids (in the descending order, i.e., H1 being the bidder with the highest Technical Integration Bonus to IRCTC, followed by H2 with the next highest

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- Technical Integration Bonus to IRCTC and so on).
- (iii) The successful bidder would be selected on the basis of highest Technical Integration Bonus on and above the minimum reserve price quoted to IRCTC for providing the GDS/IATA airline Inventory.
 - (iv) In case, two bidder(s) bid for same value then the Indian based bidder will be given the preference under "Make in India".
 - (v) In case, two bidder(s) bid for same value and both are India based then the bidder having the maximum experience in the industry will be given preference.
 - (vi) GST of 18% will be charged extra and should be borne by the bidder.
 - (vii) In case of extension of the contract also, technical integration bonus will be calculated as per the same terms and condition of the tender document, as detailed in clause SUBMISSION OF BIDS 4.1(a)(ii).
 - (viii) After determining **the successful bidder(s)**, IRCTC shall issue a **Letter of Award (LOA)**. The successful bidder(s) shall submit letter of acceptance along with Performance Security Deposit within the period as specified by IRCTC. In case bidder fails to accept the offer of award of contract, his/her EMD (if any) shall be forfeited and the firm shall be debarred from participating in future tender of IRCTC for a period of one year.
 - (ix) IRCTC shall not be liable for any mistake or error or neglect by the bidder in respect of the above.
 - (x) No bid shall be modified or withdrawn by the bidder after the bid submission date. Withdrawal of a bid during the interval between bid submission date and expiration of the bid validity period would result in forfeiture of the EMD.
 - (xi) If it is discovered at any point of time that the bidder has suppressed any fact or given a false statement or has done misrepresentation or fraud or has violated any of the terms of this bid, the bid will be cancelled by the IRCTC. In such an event, the bidder will not be entitled to any compensation whatsoever, or refund of any other amount paid by him.

4.6 LANGUAGE OF PROPOSALS

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

4.7 DISQUALIFICATION

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

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

5. SCOPE OF WORK

The bidder is required to supply Inventory for all IATA/GDS Airlines via Terminal System and API /Web Services). The scope of work is as follows –

- 5.1 Provide a solution to IRCTC, for Search, Hold, Book, Ticket, seat selection, filling of VCR Cancellation, Modification/Rescheduling and Refunds services of airlines ticket booking for all the GDS/IATA Airlines in Domestic and International sectors.
- 5.2 Bidder is supposed to supply the full content (Airline, Sector, Classes) of GDS/IATA Airlines on all the Domestic and International carriers. If a new carrier links to the IATA, same must be provided by the bidder also. Bidder should normally have an inventory of all the scheduled GDS/IATA Airlines (both domestic and international) all the times and also the new carriers which are introduced from time to time.
- 5.3 The GDS must be able to provide minimum 99% up time access. In terms of the inventory, bidder should display all flights (direct/indirect/combo/multi segment/multi city) for all the GDS/IATA Airlines.
- 5.4 Bidder is required to confirm that it will provide IRCTC 24*7 Support at the business levels, Customer Care level as well as technical level during integration till the contract expiry. Support for the LIVE Booking and pending cancellation should be provided even after contract expiry.
- 5.5 Complete workflow of the Booking, Cancellation, Modification and refunds.
- 5.6 Bidder is required to advice / help / support IRCTC in developing the booking engine for its website with regards to consultancy, certification if any and documentation etc. Training of Technical, Business and Customer care staff for understanding the system (both Web Service/API and Terminal System) and business processes.
- 5.7 Timely intimation of the Airline circulars regarding the changing rules and any information related to Journey, Booking, Cancellation, refunds etc.
- 5.8 Resolving the issues about any service unavailability to IRCTC / IRCTC Customers caused by the wrong information/missing information provided to IRCTC from the Bidder.
- 5.9 Providing the daily reports of booking, Cancellation/Refunds.
- 5.10 Monthly Detailed report for the Segment Commission clearly mentioning the dates, PNR, Ticket no. Booked/Cancelled, No. of segments per PNR along with commission given/taken back etc.
- 5.11 Bidder has also responsibility to provide the latest trends and product, ancillary services provided by the airlines and help integrating on IRCTC website (if desired by IRCTC).
- 5.12 Bidder to provide the support for the services as and when required, support for integrating special fare/Coupon Fare/Tour Code/Product Class etc.
- 5.13 Facility to download the Monthly report of the Ticket No. and PNRs along

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with nos. of segments which are eligible for segment commission.

- 5.14 If the bidder who is awarded the contract is not able to provide inventory for any airline linked to IATA, IRCTC is will be of liberty to take inventories for such airlines from other sources. The bidder will have no objection to it, Airline Inventory from such other source will be removed as soon as that airline is made available by the winning bidder along with existing airlines inventory (without any new/modified terms & conditions).

6. TERMS AND CONDITIONS OF TENDER

6.1 General

- 6.1.1 IRCTC should be provided with price parity by successful bidder in terms of fare for all the domestic and international sectors, The prices offered to IRCTC should be the cheapest or at least not costlier than the direct Airline prices and prices offered to other OTAs.
- 6.1.2 API/Web Service Response to be fast and within acceptable time limits as per the industry standard.
- 6.1.3 The bidder should be able to provide web services for Low fare search tool, online ticket booking, online ticket cancellation/modification, advanced seat reservation tool, segment checking tool etc. Apart from the above bidder must be able to provide the real time access to MIS reports. IRCTC will not pay any fee linked to the Look to Book Ratio threshold.
- 6.1.4 The information (search, fare, availability, cancelation refund rules) provided by the bidder on all parameter must be reasonably complete and accurate. IRCTC reserves the right at all times to disclose any information as IRCTC deems necessary to satisfy any applicable Law, regulation, Legal process or Government request after informing the bidder of the same.
- 6.1.5 All the other Standard operating procedure with the bidder about booking/cancellation/modification/refunds/reconciliation (BSP) would be carried out as per the market accepted norms. The maximum window time for the resolution is 21 days by the bidder.
- 6.1.6 There should be clarity on the segment calculation for a booking, Inclusion of any other city/airport in a journey between source city and destination city will increase the segment count by one. Any journey like delhi–patna-mumbai should be treated as 2 segment per passenger (irrespective of the reason for inclusion of third city i.e. via, stopover, technical/mechanical halt, refuel, change of aircraft, same aircraft, connecting

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flight etc.). Similar logic to be applied to the international multicity journey.

- 6.1.7 IRCTC manages and promotes its products and services as per own discretion without any obligation to manage or promote as per the bidders' wish, bidder however may suggest IRCTC on marketing /promotion/operational planning but IRCTC is not bound to accept any such suggestion and/or to give any explanation for the same.
- 6.1.8 Bidder will not charge any cost for the API/Product/Services/Reports/Terminal Software related to complete business of booking/Cancellation/Refunds/Modification/Reconciliation/Accounting/Reports of Flight Tickets and any ancillary products/services.
- 6.1.9 Commission for the booked segments to be given on monthly basis after deducting the segment commission given earlier against the cancellation during the current month.
- 6.1.10 The information provided by the Bidder must be reasonably complete and accurate. IRCTC reserves the right at all times to disclose any information as IRCTC deems necessary to satisfy any applicable law, regulation, legal process, or Government request after informing the Bidder of the same
- 6.1.11 The Bidder would be liable to bear all the extra charges & upgrades when Booking done through Bidders System/API by an IRCTC customer is not honored by Airline/carrier. IRCTC has right to take action against the Bidders or levy the penalty in such cases with customer complaints. Bidder institutes any proceedings against IRCTC, the concerned Bidder would be liable to make good all the losses incurred to IRCTC as a result of those proceedings, including the cost of defending the proceedings.
- 6.1.12 If the Bidder fails to comply with the terms & conditions of the agreement, IRCTC shall follow an escalation matrix as per the SLA (to be provided by Bidder). This is without prejudice to any other action that IRCTC may take.
- 6.1.13 The Bidder will provide all the services even after the expiry of contract period for all the Tickets booked during the contract period.
- 6.1.14 IRCTC has its own arrangement to integrate with the LCC (Low Cost Carrier i.e Goindigo , Spicejet, Goair, AirAsia, Air India Express etc.) Airlines and IRCTC will be free to decide the inventory source for these airlines. bidder will not have any right/objection on this matter (even if that LCC airline is available on bidders' inventory).
- 6.1.15 Integrity Pact (Non Judicial Stamp paper worth INR 100) shall be signed and submitted.

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6.2 Payment Terms

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

(a) Performance Security Deposit (PSD) is payable as per clause 4.4(b) (Financial bid – Part B) of Instructions to Bidder.

(b) Payment Schedule:

- (i) LOA = IRCTC shall issue a Letter of Award (LOA) to the successful bidder.
- (ii) Letter of Acceptance along with Performance Security Deposit (PSD) within 30 days from the issue of Letter of Award.
- (iii) Time period of signing of contract/agreement between two parties = 45 days from LOA.
- (iv) IRCTC reserves the right of charging interest @12% per annum, if the payment of PSD is not made within 30 days from LOA.
- (v) If all dues are not made within 60 days from the issue of Letter of Award, IRCTC reserves the right to cancel the contract.
- (vi) Recovery of outstanding amount: IRCTC reserves the right to recover any outstanding dues from the bidder by adjusting the same against Performance Security Deposit (PSD) of the bidder or any other amount payable to the bidder either under this contract or any other contract.
- (vii) Mode of Payment: Technical Integration bonus, or any other payments to IRCTC shall be payable through Online Bank transfer only.

6.3 Conditions governing the performance of the contract

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

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

6.4 Taxes and other statutory dues

- a) The Technical Integration Bonus payable under this contract will be exclusive of applicable national, state or local sales or use taxes or value added tax or service tax or goods and services tax ('Taxes') that IRCTC is legally obligated to charge under the applicable legislation. If at any time the credit for Taxes is denied to IRCTC or payment of Taxes is sought from bidder due to, but not limited to, issuance of a deficient invoice, or default in payment of Taxes or non-compliance of applicable laws.
- b) The bidder(s) shall pay the applicable service tax/GST to IRCTC which IRCTC shall pay to Government of India. If at any time the credit for Taxes is denied to IRCTC or payment of Taxes is sought from bidder(s) due to IRCTC, but not limited to deficient TDS certificate, or default in payment of TDS or non-compliance of applicable laws and regulations by bidder.
- c) Bidder(s) may deduct or withhold any taxes that bidder(s) may be legally obligated to deduct or withhold from any amounts payable to IRCTC under this contract, and payment to IRCTC as reduced by such deductions or withholdings will constitute full payment and settlement to IRCTC of amounts payable under this contract.
- d) Throughout the Tenure of this contract, Bidder/IRCTC will provide IRCTC/Bidder with any forms, documents, or certifications, including Permanent Account Number/TAN as may be required for bidder(s) to satisfy any information reporting or withholding tax obligations with respect to any payments under this contract.

6.5 Non-Disclosure Agreement:

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

6.6 Termination of Contract:

- a) IRCTC reserves right to terminate this contract by giving a 3 months' notice to the Bidder; and in the aforesaid event, IRCTC will be liable to return the PSD and the residual quoted price calculated on pro-rata basis, after recovering the dues, if any.
- b) Bidder with the approval of IRCTC can withdraw from this contract by giving 3 months' notice to IRCTC with suitable reasons and in the aforesaid event; IRCTC will not be liable to return the PSD.
- c) In the event of default, IRCTC may issue a notice of 30 days to remedy or make good such breach. In spite of such notice in writing, if Bidder fails to remedy the breach reasonably, it shall be lawful for the IRCTC to terminate the contract with forfeiture of PSD. The licensee should be debarred from participating in Tenders floated by IRCTC during the whole 1 year. The decision of IRCTC shall be final and binding on the bidder.
- d) IRCTC shall be entitled to terminate the contract forthwith without any notice in case of serious and repeated defaults.

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- e) Any of the following events shall constitute Event of Default by the bidder:
- i. Inordinate delay in fixing acknowledged errors in the website, apps, etc.
 - ii. Consistent problems on any type Technical or Operational.
 - iii. Repeated customer complaints.
 - iv. Non-resolution/repeated delays in resolution of the customer complaints.
 - v. Delayed of Refunds process for more than 5 days.
 - vi. Incorrect commercial statements.
 - vii. Delay in payment, commission or any other payment to IRCTC.
 - viii. Wrong MIS reporting or wrong data in Dashboard.
 - ix. Usage of IRCTC data for any other commercial usage other than servicing the booking.
 - x. The Bidder or, if a firm, any partner in the Bidder being at any time be adjudged insolvent or a receiving order or order for administration of his estate made against him or shall take any proceeding for liquidation or composition under any insolvency Act for the time being in force or make any conveyance or assignment of his interest or enter into any agreement or composition with his creditors for suspended payment, or if the firm be dissolved under the partnership Act or, in the event of Bidder being a company, if the company shall pass any resolution to be wound up either compulsorily or voluntarily.
 - xi. The bidder has unlawfully repudiated or has otherwise expressed an intention not to be bound by the terms and conditions of the tender document and/or award of contract.
 - xii. The Bidder being convicted by a court of law under the provisions of criminal procedure code or any other law.
 - xiii. Any other act which is against the interest of IRCTC.
 - xiv. Non-compliance of any of the clauses detailed in Annexure titled "Service Quality".
 - xv. Intentional delay in response to IRCTC Query/Complaints, etc.
- f) Bidder and IRCTC have agreed that upon expiry or termination of this project, both parties shall pay the other amounts due and payable at the date of termination. Payment shall be made within a maximum period of 45 days.

6.7 Settlement of Dispute/Arbitration

- a) In the event of any dispute arises between the parties or in connection with this agreement including the validity thereof; the parties hereto shall endeavor to settle such dispute amicably in the first instance, in accordance with the following matrix.
- b) The authorized representatives of each party will discuss and attempt to resolve the dispute within a period of 30 days from the occurrence of the event.
- c) 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:

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1. In the case of any dispute, controversy or claim arising out of or relating to this agreement or any matter or issue arising there from which is unresolved by amicable settlement (Dispute); it shall be resolved in accordance with Arbitration and Conciliation Act, 1996. Such dispute shall be referred to the sole arbitrator to be mutually appointed by the parties as per the provisions of Arbitration and Conciliation Act, 1996.
2. In case, the parties fail to appoint sole Arbitrator within 30 days; the dispute shall be referred to a three-member Arbitral Tribunal. One member each shall be appointed by both the parties. They shall, within 30 days of their appointment, mutually decide on the name of third Arbitrator. Arbitration proceedings shall be deemed to commence in accordance with the Arbitration and Conciliation Act, 1996. The award of the Arbitrator shall be final and binding on the parties to this agreement. The venue of the Arbitration shall be New Delhi. The fees and expenses of the sole arbitrator or the Arbitration Tribunal, as the case may be, and all other expenses of the arbitration shall be shared by the parties. The Arbitrator fee shall be Paid in accordance with latest circular.

6.8 Corrupt Practices:

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

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

6.9 Breach of Contract:

Any breach of the terms & conditions by Bidder(s), or any one employed by him or acting on his behalf (whether with or without the knowledge of Bidder) or the committing of any offence by Bidder, or any one employed by him or acting on his behalf under Chapter IX of the 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.

6.10 Intellectual Property:

- a) 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

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communication/advertisement. Nothing contained in this project shall constitute an agreement to transfer or license or to grant IPR of either Party to the other Party.

6.11 Taxes and Other Statutory Dues:

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

Any further additional state/central government indirect tax levy that may come in future will also be paid by Bidder. If at any time the credit for Taxes is denied to IRCTC or payment of Taxes is sought from IRCTC due to deficient TDS certificate, or default in payment of TDS or non-compliance of applicable laws and regulations by Bidder; Bidder shall indemnify IRCTC against any denied credits or Taxes recovered as well as any interest and penalties imposed on IRCTC.

6.12 Compliance of Laws:

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

6.13 Assignment:

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

6.14 No Agency:

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

6.15 Jurisdiction of Court:

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

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6.16 Force Majeure:

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

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

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7. ELIGIBILITY CRITERIA FOR THE BIDDERS

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

S N	Parameter	Qualifying Criteria	Credentials to be Submitted
1	Company Existence	Bidder should be Private/Public company registered under Companies Act, 1956 or a registered firm.	Certificate of Incorporation/ Registration Certificate.
2	GDS Airline Inventory over API	Bidder should be a GDS(Global Distribution System)owner having ability to provide the online API integration for airlines linked to IATA.	1. Write up on the capabilities of the bidder in developing the booking engine along with Annexure II 2. Details of all the GDS/IATA airlines available on Bidder System as per Annexure VII
3	Corporate PAN Number and GST Number	The bidder should provide Company PAN number and GST number..	1. Copy of PAN Card and GST Certificate issued by the respective Govt. Dept. or its equivalent. Registered Number/ Certificate Copy issued by the respective countries Govt. Dept. 2. Copies of acknowledgement of Income Tax return in respect of the company/firm for last year(i.e.. 2020-21)
4	Financial Turnover	Bidders Minimum Annual Turnover (gross transaction value) for 2020-21 must be more than INR. 18 crore	Copy of annual audited financial statement where turnover of the firm is clearly mentioned Or Certificate of CA clearly stating the Annual Turnover.
5	Net Worth	The net worth of the Bidder must be more than INR.10 Crore as on 31.03.2021.	1. Chartered Accountant certificate clearly stating the Net Worth of the company for the last completed financial year 2020-21. 2. Solvency Certificate from a Nationalized or a Scheduled commercial bank not older than six months(on the last date of Tender submission).

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6	No fraudulent practices or blacklisting	Bidder should not be currently blacklisted or have been blacklisted with any Government of India agency/PSU during the last two financial years. The bidder should not have defaulted on any Bank/Financial Institutions.	Declaration to be given by bidder's authorized signatory in the letter head of the bidder.
7	Technical/ Customer Support	Bidder should have a dedicated 24X7 support team for supply/maintenance of online availability of GDS Inventory to handle all types of issues (technical and non-technical) encountered during the life time of project.	An undertaking in the letter head of the bidder to provide a 24X7 dedicated support team to handle technical and non-technical, customer issues.
8	Experience in Online Integration of GDS/IATA Airlines with other Websites	The bidder should have previous successful experience in supplying the inventory of IATA/GDS Airlines for Enquiry, Booking, Cancellation and Modification via Terminal System and web services /API. The bidder must have implemented a minimum of two projects (live & working) of online inventory for IATA/GDS Airlines to other websites. The web addresses of the same shall be indicated and print screens of the same may be attached in support thereof. The Process flow of the proposed content supply should be indicated.	1. The web addresses of the site shall be submitted along with clear print screens shots of the same to be enclosed in support of experience in providing the GDS/IATA airline inventory through API . The process flow of the proposed content supply should also be enclosed.

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

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8. QUALIFICATION DOCUMENT CHECKLIST

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

S. No.	Item	To be filled by bidder (Document placed-page number in bid)	Reference for format/ content to be provided
1	Offer Form - Technical Bid Part-A		Annexure – I
2	Certificate of Incorporation/ Registration Certificate		
3	Company PAN number and GST number		
4	Acknowledgement of Income Tax return in respect of the company/firm for last year(i.e.. 2020-21)		
5	Bidder's Information		Annexure – II
6	Undertaking Certificate for Company Existence (No format is available).		Annexure – III
7	Solvency Certificate From a Nationalized Or a Scheduled Commercial Bank.		Annexure – IV
8	Net Worth Certificate from a Chartered Accountant (No format is available).		Annexure – V
9	Audited Annual Reports of last 3 Financial years, specifying the Annual Turnover. Balance Sheet along with Profit loss Statement.		Annexure – VI and supporting documents
10	Experience in Online Integration of the GDS Airlines API with Online Travel Agents		Annexure – VII
11	Details of all the GDS/IATA airlines available on Bidders System		Annexure – VIII
12	Service Quality Assurance		Annexure – IX
13	An undertaking in letter-head to provide dedicated support team.		Annexure – X
14	Declaration by the Bidder's authorized signatory in the letter-head certifying that bidder is not blacklisted with any Government of India Agency/PSU.		Annexure – XI
15	Integrity pact (Non judicial stamp paper worth of INR.100/-).		Annexure – XII
16	Technical Bid		Annexure– XIII
17	Financial Bid		Annexure– XIV

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

9. ANNEXURES

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ANNEXURE – I

OFFER FORM – TECHNICAL BID PART – A

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

Ref: 2021/IRCTC/AIR-TICKETING/GDS

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

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

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

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

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

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

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ANNEXURE – II

BIDDER'S INFORMATION

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

Signature of the authorized signatory:

Name & Designation of authorized signatory:

Name of the Firm/Company (with seal):

Address of the Firm:

Mobile/Contact Details:

Date:

UNDERTAKING CERTIFICATE FOR COMPANY EXISTENCE
(Self-Attested Certificate of Incorporation required)

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
INR.....

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.

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ANNEXURE-V

NET WORTH CERTIFICATE ISSUED BY CHARTERED ACCOUNTANT

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Annexure – VI

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

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

DO HEREBY SOLEMNLY AFFIRM AND DECLARE AS UNDER: -

That the aforesaid Company/Establishment (s) have annual turnover (i.e. Gross Transaction Value) for the last three financial years is detailed below. The turnover pertains to the business of supplying the Airlines Inventory through GDS.

<u>FY</u>	<u>Annual Turnover</u>	<u>Remarks</u>
<u>2018-19</u>		
<u>2019-20</u>		
<u>2020-21</u>		

Enclosure (If Any): CA Report

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

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ANNEXURE-VII

Experience in Online Integration of the GDS Airlines API with Online Travel Agents.

S. No.	Details of online project of online integration for the GDS Airlines supplied to other websites (at least two)	Whether print screen attached

Enclosure (If Any):

Signature of the authorized signatory:

Name & Designation of authorized signatory:

Name of the Firm/Company (with seal):

Office Address of the Firm:

Mobile/Contact Details:

Date:

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ANNEXURE-VIII

DETAILS OF ALL THE GDS/IATA AIRLINES AVAILABLE ON THE BIDDERS SYSTEM:

.	.	.	.
.	.	.	.
.	.	.	.

Signature of the Authorized person:

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ANNEXURE-IX

SERVICE QUALITY ASSURANCE

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

Default	Resolution
Inventory/Booking Related	<p>The Bidder fulfillment team shall offer the following remedies to IRCTC Customers where ::</p> <ol style="list-style-type: none">1. Ticket booked by the IRCTC customer is not honored by airline.2. Full refund and compensation(if applicable) and/or alternate arrangement without extra charges in case of the flight cancellation/ Ticket cancellation by airline.3. To inform to IRCTC about any changes in tickets, fare rules, flights (Postpone/Prepone/Cancellation) well in advance.4. To resolve the issues to amicable solution to the satisfaction of IRCTC customers arising out of any information provided through GDS which is found wrong /partial/missing in later stage.
Connector Downtime	<ol style="list-style-type: none">1. Bidder shall inform IRCTC of its planned downtime by giving them a written notice of 02 working days. The total amount of downtime shall not exceed 1% a month (the bidder would ensure minimum 99% uptime)2. In case of unplanned downtimes beyond the control of the Bidder shall on a reasonable endeavor basis resolve the same with highest priority.
Pricing and availability	<ol style="list-style-type: none">1. Bidder shall ensure that all the GDS/IATA airlines are made available with the cheapest fare (or at least not costlier than the direct Airline prices) to IRCTC at all times.2. All the flights/Flights combination to be available of all the GDS/IATA Airlines for both domestic and International airlines.
Technical & Customer care	<ol style="list-style-type: none">1. Any issues faced by the technical team regarding the API/Webservices integration (System process or technology) to be resolved on top priority.2. Any issues raised out of non working/installation/non installation of terminal system and report system to be resolved on top priority.3. Any issue related to booking /cancellation/Modification/refunds of tickets or System/process understanding or training to be provided by the bidders whenever asked by IRCTC customer care staff.

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

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

E-TENDER TO PROVIDE GDS AIRLINES INVENTORY FOR IRCTC

ANNEXURE-X

AN UNDERTAKING TO PROVIDE DEDICATED SUPPORT TEAM

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

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

DO HEREBY SOLEMNLY AFFIRM AND DECLARE AS UNDER:

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

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

Enclosure (If Any):

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

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

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

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

DO HEREBY SOLEMNLY AFFIRM AND DECLARE AS UNDER:

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

Enclosure (If Any):

Signature of the authorized signatory:

Name & Designation of authorized signatory:

Name of the Firm/Company (with seal):

Office Address of the Firm:

Mobile/Contact Details:

Date:

PRE-CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the integrity pact) is made on day of month of2021, between, on one hand, the Indian Railway Catering & Tourism Corporation Limited (IRCTC) acting through GGM/IT(1), IRCTC designation of the officer, (hereinafter called the “IRCTC”, 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 IRCTC proposed to provide online GDS Airlines Inventory on IRCTC websites and apps. and the BIDDER/Seller is willing to offer/has offered the GDS Airlines inventory 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 IRCTC 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 IRCTC to obtain the GDS Airline Inventory in conformity with the locations defined by IRCTC by avoiding the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the IRCTC will commit to prevent corruption, in any form, by its officials by following transparent procedures.

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

1. Commitments of the IRCTC

1.1 The IRCTC undertakes that no official of the IRCTC, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third Party related to

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the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The IRCTC 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 IRCTC 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 IRCTC with full and verifiable facts and the same is prima facie found to be correct by the IRCTC, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the IRCTC 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 IRCTC 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 IRCTC, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the IRCTC 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 for bearing to show favor 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 IRCTC 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 IRCTC 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.

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- 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 IRCTC 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 IRCTC 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 IRCTC, or alternatively, if any relative of an officer of the IRCTC 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 IRCTC.

4. Previous Transgression

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

5. Earnest Money Deposit

- 5.1 While submitting technical bid, the bidder shall deposit an amount (to be specified in the tender) as Earnest Money Deposit/Performance Security Deposit, with the IRCTC through any of the following instruments:
 - (i) Bank Draft or a Pay Order in favor of "Indian Railway Catering and Tourism Corporation Limited" payable at "New Delhi".
 - (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the IRCTC on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the IRCTC shall be treated as conclusive proof of payment.
 - (iii) Any other mode or through any other instrument (to be specified in the tender).

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5.2 The Performance Security Deposit shall remain valid upto a period of 12 months beyond the contract period or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the IRCTC, 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 IRCTC 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 IRCTC and the IRCTC 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 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 IRCTC.
- (v) 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.
- (vi) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the IRCTC with the BIDDER, the same shall not be opened.
- (vii) Forfeiture of Performance Bond in case of a decision by the IRCTC to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

6.2 The IRCTC 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 IRCTC 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

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

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of the Central or State Government or a PSU, then the difference in the cost would be refunded by the bidder to the IRCTC.

8. Independent Monitors.

- 8.1 The IRCTC 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 IRCTC.
- 8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the IRCTC 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 Sub-contractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Sub-contractor(s) with confidentiality.
- 8.7 The IRCTC will provide sufficient information to the Monitor about all meetings among the parties related to the Project; such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of IRCTC /Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the IRCTC/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 IRCTC 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 IRCTC.

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

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12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 3 years or the complete execution of the contract to the satisfaction of both the IRCTC 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

IRCTC
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 IRCTC in regard to involvement of Indian agents of foreign suppliers.

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ANNEXURE –XIII

Technical – Bid

(To be filled up by the Bidder online)



Indian Railway Catering and Tourism Corporation Ltd.



Technical Bid

Tender No.		Tender No. 2021/IRCTC/AIR-TICKETING/GDS			
Description		Tender for Providing the GDS Airlines inventory, etc.			
Name of Bidder					
S. No.	Item	To be filled by bidder (Document placed-page number in bid)	Reference for format/content to be provided	Submitted (Yes/No)	Remarks
General Information					
1	Offer Form - Technical Bid Part-A		Annexure – I		
2	Certificate of Incorporation/ Registration Certificate				
3	Company PAN number and GST number				
4	Acknowledgement of Income Tax return in respect of the company/firm for last year(i.e.. 2020-21)				
5	Bidder's Information		Annexure – II		
6	Undertaking Certificate for Company Existence (No format is available).		Annexure – III		
7	Solvency Certificate From A Nationalized or a Scheduled Commercial Bank.		Annexure – IV		
8	Net Worth Certificate from a Chartered Accountant (No format is available).		Annexure – V		
9	Audited Annual Reports of last 3 Financial years, specifying the Annual Turnover. Balance Sheet along with Profit loss Statement.		Annexure – VI		
10	Experience in Online Integration of the GDS Airlines API with Online Travel Agents		Annexure – VII		
11	Details of all the GDS/IATA airlines available on Bidders System		Annexure – VIII		
12	Service Quality Assurance		Annexure – IX		
13	An undertaking in letter- head to provide dedicated support team.		Annexure – X		
14	Declaration by the Bidder's authorized signatory in the letter-head certifying that bidder is not blacklisted with any Government of India Agency/PSU.		Annexure – XI		
15	Integrity pact (Non judicial stamp paper worth of INR.100/-).		Annexure – XII		
NOTE:					
1	The Bidders are required to submit their completed Bids in all respects, & in terms of the instructions specified in the Tender Document along with all Annexure before the specified Bid Due date.				
2	The Bidders should satisfy the eligibility criteria mentioned in the Tender Document and submit including the Tender Document.				
3	Here, the undertaking refers to letterhead of the Bidder directly or of its or indirectly through its parent entity, wherever applicable.				

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ANNEXURE –XIV

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

<u>FINANCIAL BID</u>				
Tender No.		Tender No.2021/IRCTC/AIR-TICKETING/GDS		
Description of Work		Tender for Providing the GDS Airlines inventory to IRCTC		
Name of Bidder				
		Amount Quoted in Figures (In INR.) (Excluding GST) (A)	Amount Quoted in Figures (In Words) (Excluding GST) (B)	Total Technical integration bonus including fixed amount of INR. 11.75 Cr. For 3 years (In INR.) = INR. 11.75 Cr. + (A)+GST
1	Technical integration bonus above fixed amount of INR. 11.75 Cr. For 3 years			INR.117500000+ INR. _____ + GST = INR. _____ + GST
Note:				
1	In case of discrepancy in the amount quoted in figure and words, the amount quoted in words will be taken into consideration.			
2	GST at applicable rates will also be charged over and above Total Technical integration bonus			
3	The Total Technical integration bonus has to be above the Minimum reserve price (of 11.75 Cr.)			
4	Above Quotes is in addition to the Airline per segment commission as mentioned in the Tender Document.			