



## Indian Railway Catering and Tourism Corporation Limited

A Govt. of India Enterprise (Mini Ratna Category-I) under Ministry of Railways

“CIN: L74899DL1999GOI101707”

E-mail: [ggmsservices@irctc.com](mailto:ggmsservices@irctc.com) Website: [www.irctc.com](http://www.irctc.com)

### E-Tender No. 2022/IRCTC/SERVICES/RECONCILIATION OF PAYMENT TRANSACTIONS

#### for “SELECTION OF VENDOR FOR END TO END RECONCILIATION SOLUTION OF VARIOUS PAYMENT GATEWAY” ON OPEX MODEL

Mode of Tender	Open E-Tender
Type of Offer	Two-Packets – Technical Bid and Financial Bid
Last date and time of tender submission	26.05.2022 upto 1500 Hrs
Date and time of Opening of E-Tender (Technical Bid Packet)	26.05.2022 @1530 Hrs
Last date and time of acceptance of Pre-bid queries	All pre-bid queries must be sent through e-mail to <a href="mailto:ggmsservices@irctc.com">ggmsservices@irctc.com</a> latest by 02.05.2022 upto 1700 Hrs
Date, Time of online Pre-bid Meeting (VC).	05.05.2022 @ 1200 Hrs Link for online meeting will be requested by the interested bidders who request to mail: <a href="mailto:ggmsservices@irctc.com">ggmsservices@irctc.com</a>
Earnest Money Deposit	Rs. 10.20 Lakhs only <b>MSE Bidders are exempted from EMD as per Section II</b>
Period of Contract	Implementation of the software solution within a period of <b>Six months</b> , followed by contract for <b>a period of 5 years</b> , extendable for a further period of at least <b>2 years</b> .
Address for correspondence	Group General Manager/Services, M-13, 2 <sup>nd</sup> Floor Punj House, Connaught Place New Delhi – 110001
Cost of E-Tender	Nil

## **DISCLAIMER**

- a. Indian Railway Catering & Tourism Corporation Ltd.,** herein after mentioned as “IRCTC” does not make any representation or warranty as to the accuracy, reliability or completeness of the information in this Bid Document. Therefore, each Bidder should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this Bid Document and obtain independent advice from appropriate sources. The Bidder shall bear all its costs associated with the preparation and submission of its Bid including expenses associated with any clarifications which may be required by IRCTC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder, regardless of the conduct or outcome of the bidding process and IRCTC shall not be liable in any manner.
- b.** IRCTC will have no liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Bid Document, any matter deemed to form part of this Bid Document, the award of the contract/License, the information and any other information supplied by or on behalf of Railway/IRCTC or otherwise arising in any way from the selection process of the bidder.
- c.** The issue of this Document does not imply that IRCTC is bound to select the Bidder or to appoint the Selected Bidder. IRCTC reserves the right to reject any or all of the Bids submitted in response to this Bid Document at any stage without assigning any reason whatsoever. IRCTC also reserves the right to withhold or withdraw the process at any stage.
- d.** The information contained in this Bid document or subsequently provided to the Bidder(s), whether verbally or in documentary form by or on behalf of the IRCTC or any of their employees or advisor, is provided to the Bidder(s) on the terms and conditions set out in this Bid Document or any other terms and conditions subject to which information is provided.
- e.** This request for Bid submission is not an agreement and is neither an offer nor invitation by IRCTC to the prospective bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflects various assumptions and assessments arrived at by the IRCTC in relation to the Project. Such assumptions, assessments do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all the persons, and it is not possible for the IRCTC, its employees or consultants to consider the investment objectives, financial situation and particular needs of the each party who reads or uses this RFP.
- f.** IRCTC reserves the right to change/ modify/amend any or all of the provisions of this Bid Document at any stage.
- g.** Each Bidder’s 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 document(s) or earlier information, if any, in relation to the subject matter hereof.

## SECTION – I: NOTICE INVITING TENDER

Indian Railway Catering and Tourism Corporation Limited (referred as 'IRCTC') invites RFP on Open E-tender basis for **“SELECTION OF VENDOR FOR END TO END RECONCILIATION SOLUTION OF VARIOUS PAYMENT GATEWAY”** for a period of 5 Years, extendable for a further period of at least 2 years on the terms & conditions prescribed in the tender document.

- 1.1 Bidders are required to deposit EMD of Rs 10.20 lakhs (Rupees Ten lakh & Twenty Thousand Only) through tender web site-tenderwizard portal itself prior to submission of e-bid. Offers without EMD will be summarily rejected. **MSME/Startups Bidders are exempted from EMD –refer clause 2 of Section-II.**
1. The bids will consist of two packets system i.e. Technical and Financial Bids. The Technical Bid will consist of Qualification & other conditions as laid down in the Bid document. Financial bid shall consist of the Financial aspects as per conditions laid down in the Bid document
2. The successful bidder shall be intimated about the Award of Work and EMD of other tenderers shall be returned without any interest. No interest shall be payable on EMD.
3. The bid shall remain open for acceptance for 180 days from the date of opening of Bids.
4. Indian Railway Catering and Tourism Corporation Limited., reserves the right to reject any/all E-Tenders/Bids without assigning any reason. IRCTC reserves the right, to make revisions or amendments to the bid documents, whenever & wherever deemed necessary, prior to the closing date of the bid, through proper notification on tenderwizard portal . The bidders must watch [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC) for any such amendments.
5. The Notice Inviting E-Tender and Instructions to Bidders, Special Conditions, Technical Criteria, Offer Forms, E-Tender Schedule of the bid document, financial bid shall form the part of Tender Documents.

**For Indian Railway Catering and Tourism Corporation Limited**

(Awdhesh Kumar )  
GGM/S

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## SECTION – II: INSTRUCTIONS TO BIDDERS

**Indian Railway Catering and Tourism Corporation Limited (referred as ‘IRCTC’) invites bids on Open E-tender basis for “SELECTION OF VENDOR FOR END TO END RECONCILIATION SOLUTION OF VARIOUS PAYMENT GATEWAY” on the terms & conditions prescribed in the document.**

### 1. General:

**Date & Time up to which offers will be received : As mentioned in table on Page 1 of bid document**  
**Time of Opening Financial Bid (Part B) : To be intimated to the bidders short-listed on the basis of evaluation of Technical bids.**

This document can only be viewed on [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC) and [www.iretc.com/Active](http://www.iretc.com/Active) tenders and offers will only be submitted/ received on [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC). No other mode of submission (physical form) of the bid document will be considered.

- a) To participate in the E-Tender, it is mandatory for the bidders to register themselves with M/s ITI with out any payment on the website [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC) and obtain User ID & password which is required for submission of the bid. It may please be noted that Class-III digital signature is required for submission of bid. A detailed procedure for bidding is placed at [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC).
- b) For any difficulty in downloading & submission of the tender document on website [www.tenderwized.com/IRCTC](http://www.tenderwized.com/IRCTC), please contact, helpdesk no. 011-49424365 or cell no 8800115628
- c) Bidders are required to deposit EMD of Rs 10.20 lakhs (Rupees Ten lakh& Twenty Thousand Only) through tender web site-tenderwizard portal itself prior to submission of e-bid. Offers without EMD will be summarily rejected. **MSME/Startups Bidders are exempted from EMD –refer clause 2 of Section-II**
- d) The bidder should upload complete set of all required documents as mentioned in this tender document.
- e) Corrigendum/Addendum to this tender/bid, if any, shall be published on [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC) and [www.iretc.com/Active](http://www.iretc.com/Active)
- f) The submission of digitally signed bid shall be considered as confirmation that the bidder has read, understood and accepted all the terms & conditions referred to in the tender documents.
- g) Bidder should consider the overall project while preparing their offers against this tender.
- h) This tender is a “No Deviation Bid”
- i) Consortium /Joint Venture bidding is not allowed.
- j) Sub-Contracting is not allowed for this Bid. The Bidder shall not subcontract/sublet or permit anyone other than its employees to perform any of the work, service or other performance required under the contract.
- k) Validity of Bid letter from Service Provider (180 days).

### 2. EARNEST MONEY:

- 2.1. Bidders are required to deposit EMD of Rs 10.20 lakhs (Rupees Ten lakh, Twenty Thousand Only) through online itself on [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC). In case of non-submission of the said EMD, the bid will be summarily rejected.

- 2.2. All MSEs (Micro & Small Enterprises) having registration as per provisions of the Public Procurement Policy for Micro and Small Enterprises i.e. District Industries Centre (DIC) or Khadi and Village Industries Commission (KVIC) or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Commission (NSIC) or directorate of Handicrafts and Handlooms or Udyog Aadhaar Memorandum or any other body specified by Ministry of MSME and Start-ups (recognized by DIPP) are exempted from submission of Participation Fee and EMD only. Relevant certificates should be submitted by the bidder in this regard to avail exemption. **Registered SSI/MSEs firms for the tendered items/services are exempted from payment of Earnest Money Deposit, subjected to submission of valid registration certificate along with their bid, clearly mentioning the registration no, Category (the ownership MSE pertains to SC/ST/Other category), registration for tendered items/services & terminal validity.**

MSEs shall have basic required qualification under eligibility criteria specified in the RFP and the above policy will be applicable to those qualifying bidders only.

The details are available on web site dcmsme.gov.in. Interested vendors are requested to go through the same for details.

The MSEs/Startups who have availed the benefit of exemption of earnest money will not be allowed to withdraw their offer during the currency of the validity of offer or extended validity, if any such firm fails to observe this stipulation, action as per extant provisions are liable be initiated and equivalent amount of EMD will be treated as outstanding recovery.

Only bidders fully complying criteria as mentioned above can avail EMD exemption. In case of any doubt, bidder must participate only after paying EMD. Bidders other than those who are eligible for exemption from paying Earnest Money as mentioned above, shall be required to pay Earnest Money Deposit on or before tender opening date as per provision mentioned in bid document, failing which their offers shall be summarily rejected. In case bidder (whose offer has been accepted), fails to accept the contract, his Earnest Money Deposit (EMD) shall be forfeited by IRCTC.

In case, an invalid or unworkable or unrealistic offer is submitted by any firm allegedly by mistake & its subsequent withdrawal, it may please be noted that in such an eventuality their EMD will be forfeited. In case, they have not submitted EMD and claimed exemption, their equivalent amount will be treated as outstanding recovery.

- 2.3. The Earnest Money shall remain deposited with IRCTC for a period of 180 days from the date of opening of the E-bids, or as extended further by bidder on request of IRCTC, from the date of opening of bids.
- 2.4. No interest shall be payable by the Purchaser/IRCTC on the Earnest Money.
- 2.5. The Earnest Money deposited is liable to be forfeited if the tenderer withdraws or amends, impairs or derogates from the bid in any respect within the period of validity of his offer.
- 2.6. The Earnest Money of the successful bidder will be returned after remittance/deposit of the Security Deposit is furnished. EMD of the unsuccessful bidder will be returned within 30 days on finalisation of the tender/award of contract.

### 3. Bid Rejection Criteria

Besides other conditions and terms highlighted in the document, bid may also be rejected under following circumstances

- a) Bids received by IRCTC after the last date & time for receipt of bids prescribed by IRCTC in the tender documents.
- b) **Bids/documents received without Integrity Pact duly Signed/stamped by the bidder authorised signatory for the bid.**
- c) **Revelation of prices by the bidder in any form or by any reason, for example by indicating in Technical Bid packet, before opening the Financial Bid.**

- d) Bid received is incomplete. Bid is not accompanied by all requisite documents
- e) Failure of the bidder to respond to the clarification sought by IRCTC or attending the Technical Presentation, if called by IRCTC, within stipulated time period during the bid evaluation process.
- f) Financial bids that do not conform to the e-Tender Schedule on [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC).
- g) Information submitted in bid 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.

#### **4. Contents of the bid**

This Bid is based on Two bid system i.e. Technical bid and Financial bid.

##### **4.1 Technical bid**

The Technical Bid shall form the basis of ascertaining the technical and financial credential of the bidder. Following documents are to be scanned and uploaded in the Technical bid packet –

- a) Document Checklist – Qualifying criteria duly filled in as per format prescribed in [Annexure-I](#): Document Checklist under Section-III of this tender, **along with supporting documents towards bidder's credential.**

##### **4.2 Financial bid**

The Financial Bid shall consist of the following documents duly filled-in as per the instructions and other relevant provisions mentioned in the tender document.

- a) Schedule of Rate – Financial bid is to be filled-in electronically in accordance with the instructions and terms given in this tender document/ [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC).

#### **5. Bid Validity:**

- a) The submission of any offer and documents shall constitute an undertaking that the bidder shall have no cause for and claim, against IRCTC for rejection of the offer. The Authority 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 bidder shall have no claim in that regard against the IRCTC.
- b) The offer shall be kept valid for acceptance for a period of minimum **180** days from the date of opening of this e-tender.
- c) Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of Award of Contract is made by IRCTC to the bidder. While the offers are under such consideration, bidders and/or their representatives or other interested parties are advised to refrain from contacting IRCTC by any means. If necessary, IRCTC will obtain clarifications on the offers by requesting for such information from any or all the bidders, in writing, as may be considered necessary. Bidder will not be permitted to change the substance of their offers after the offers have been opened.

#### **6. Evaluation of Bids**

IRCTC will examine the Bids to determine whether they are complete in all respect, whether required information/documents have been provided as underlined in the Bid document, whether all the required documents submitted properly, and whether bids are generally in order.

The bid evaluation shall be a Two-step process. Bids that fail to clear a step shall not be evaluated further.

## 6.1 Stage-I: Technical evaluation

The Technical bids of all the offers that are received within date and time mentioned in this bid document shall be opened on due date and time.

- i) The technical suitability of the bidders shall be evaluated on the basis of '*Eligibility Criteria for the Bidder*' specified in '**Clause #2 of Section-III: Special Condition of Contract**' of this tender though detailed verification of all the documents submitted by the bidder in the technical bid.
- ii) This shall involve a detailed technical evaluation to determine the bids that are technically substantial responsive after inspection of the documents submitted as per the checklist and formats mentioned in Annexure-I.
- iii) All components being procured through this tender given in the Schedule of Rates (SOR) are essential for functioning of the system. Therefore, no change in the Specification of the offered products will be permitted after submission of the Bids.
- iv) As part of Technical evaluation, wherever deemed necessary during any stage of the tender evaluation process and IRCTC desired for presentation on the project, bidders may be required to do a presentation at IRCTC on the offered system which shall inter-alia include skill-sets, support services, tie-up with OEMs, project implementation plan etc. For Technical Evaluation, bidders may be required ensure the availability of appropriate specialist, along with every type of documentation required, for interaction with Technical Examination Committee (TEC)/Tender Committee as nominated for this tender by IRCTC.
- v) All products/services offered by the bidder shall be required to meet the technical specifications as laid down for each product/service under this tender, failure of which the bid shall be technically un-qualified.
- vi) IRCTC reserve the right to seek fresh set of documents or seek clarification on the already submitted documents from the bidder. In such case, bidder shall submit the required clarification/s documents to IRCTC within stipulated time, failure of which may lead to disqualification of technical bid.
- vii) Bid that does not comply with the '*Eligibility Criteria for the Bidder*' as specified in the tender document, shall be technically dis-qualified.
- viii) Only Bids which are declared to be substantially technically responsive will be evaluated commercially.

## 6.2 Stage-II: Financial evaluation

The Financial bid of the bidders who qualify in Technical Evaluation shall be opened at this stage.

- a) For the purpose of relative ranking of offers, all-inclusive price as specified in the Schedule of Rates for the Scope of Work as defined in Clause -1 mentioned under Section-III SCC shall be taken into account.
- b) Additional features / enhancements offered by the bidder, over and above the ones asked for in the tender documents, shall not be considered for evaluation of bids.
- c) No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder(s). However, the Committee/its authorized representative and office of IRCTC can make any enquiry/seek clarification from the bidders which the bidders must furnish within the stipulated time else bid of such defaulting bidders may be disqualified.
- d) Final selection will be made on the basis of lowest cost from amongst the technically suitable bids from bidders meeting the eligibility criteria as mentioned in clause 2 of SCC.

## 6.3 Clarification

- a) Whenever deemed necessary during any stage of the tender evaluation process, IRCTC reserves the right to seek clarifications/documents from the bidders in writing giving **04 working days** for submission of the clarifications/documents. In case, clarifications/documents are not submitted by the bidder within this stipulated period, IRCTC reserves the right to take decision on the suitability of the bid offer on the basis of available documents. However, this shall not entitle the bidder to change or cause any change in the substance of the tender submitted or price quoted.

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

## 7. Pre-Bid Meeting

- 7.1 All pre-bid queries must be sent as per schedule mentioned in bid document through e-mail to [ggmsservices@irctc.com](mailto:ggmsservices@irctc.com) in in Excel sheet (.xls or .xlsx), mentioned in subject - Prebid queries against e-tender no.....for the selection of vendor for End to End Reconciliation Solution of Various Payment Gateways only as per format given below.

Company Name:		M/s ....				
S.No.	Name and number of section /annexure / Page No. of tender	Name and number of sub category / table, if any	Item no., if any	Item description	Query	Description of requested change/ clarification

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

- a. All clarifications/questions must reference the appropriate Tender page and section number. Bidders must inquire in writing w.r.t. any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in this Tender prior to submitting the proposal. If a bidder fails to notify IRCTC of any error, ambiguity, conflict, discrepancy, exclusionary specification or omission, the bidder shall submit the proposal at its own risk and, if awarded the contract, shall have waived any claim that the tender and contract were ambiguous and shall not contest IRCTC' interpretation. If no error or ambiguity is reported by the deadline for submitting written questions, the bidder shall not be entitled to additional compensation, relief or time by reason of the error or its later correction.
- b. Response to pre-bid queries shall be posted on [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC) & IRCTC portal. IRCTC reserves the right to amend answers prior to the proposal submission deadline. Corrigendum or addendum regarding this tender, if any, will be published on the [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC) & IRCTC portal.

## 8. Rates/Prices

Rates must be quoted in the format given in the schedule of rate (financial bid) on format as on [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC) only. Prices quoted in the bid must be firm and final and shall not be subject to any upward modifications, on any account whatsoever. The Bid Prices shall be indicated in Indian Rupees (INR) only.

Prior to the detailed evaluation, IRCTC will determine whether each bid is complete, and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Tender Documents without material deviations, exceptions, objections, conditionality, or reservations.

If a bid is not substantially responsive, it will be rejected by the Authority and may not subsequently be made responsive by the bidder by correction of the nonconformity. The Authority's determination of bid responsiveness will be based on the contents of bid itself and any written clarifications sought by the Authority in writing the response to which shall also be in writing and no change in rates shall be sought, offered or permitted.

## 9. Complete Bid

The bidders must ensure that the conditions laid down for the submission of the offers detailed in the preceding paras are complete and correctly fulfilled. Bid which is not complete in all respects as stipulated above may be rejected.

## 10. Language of Proposals

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

## 11. Non-transferable

E-tenders are not transferable. IRCTC reserve the right to reject any or all of the E-tenders in part or full at its sole discretion without assigning any reasons.

## 12. Indemnities & Liabilities.

- 12.1 The contractor/Vendor shall indemnify and protect the purchaser/IRCTC from and against all actions, suits, proceedings losses, costs, damages, charges, claims and demands of every nature and description brought against or recovered from IRCTC/Railways by reasons of any act or omission of the contractor, his agents or employees, in the execution of the works or in the guarding of the same.
- 12.2 Total financial liabilities of the bidder arising out of breach of contractual obligations shall not exceed the value of contract and shall be limited to direct damages. However, any liabilities arising out of breach of any obligation(s) commonly applicable in Indian or International law or regulation or intellectual property right infringements etc shall not be limited by this agreement and the bidder shall be solely and completely responsible for any such violation on his part.

## 13. Discrepancies

Should there be any difference or discrepancy in the description of item appearing at more than once, the following order of preference shall be observed:

- i. Notice inviting Tender (NIT),
- ii. Instructions to the Bidders (ITB)
- iii. Financial bid
- iv. Technical bid
- v. Special Conditions of Contract (SCC)
- vi. Other Terms & Conditions of Contract

## 14. **Authorised Signatory and address of the contractor:** The Signatory of the bidder should attach an authorization certificate mentioning

- The proprietor in case of “Sole Proprietor” firm or constituted attorney of such sole proprietor.
- One of the partners in the case of a “Partnership” firm, , in which case he must have authority to refer to arbitration disputes concerning the business of the partnership either by virtue of the **partnership agreement or a power of attorney**. In the absence of such authority all partners should sign the Tender.
- A director or the regional head in case of a limited company or an official of requisite authority in the case of a government institution, **duly authorized by a resolution of the board of directors**.
- For all purpose of the contract, including arbitration thereafter, the address of the bidder mentioned in the tender shall be the address to which all communications shall be the addressed.

## 15. ‘Make in India’ Guidelines adherence

Bidder must refer the link

<https://dpiit.gov.in/sites/default/files/PPP%20MII%20Order%20dated%2016%2009%202020.pdf> and comply to the guidelines issued time to time by GoI with totality and without any exceptions.

16. **Insurance:** The purchaser shall not arrange for any ‘Transit Insurance’ and the vendor will be responsible till the entire goods contracted, arrive in good condition at destination site as mentioned in the bid document and the tenderer shall, at his own cost, unconditionally replace/rectify the goods lost/damaged to the entire satisfaction of the consignee within 30 days from the date of receipt of intimation from the consignee. Further the contractor/vendor is to take all required insurance coverage in respect of all its personnel who shall be working on this engagement.

## **Section – III: Special Conditions of Contract (SCC)**

### **Background of Requirement**

The purpose of this RFP is to invite bids from suitable vendors for Reconciliation activities pertaining to various channels. Engagement includes effective management of Reconciliation activities and its infrastructure as per the Scope of Work and Technical Specifications given in this document. Bidder must have previous experience/competency in similar kind of engagement.

The proposed solution of the bidder should be capable for implementation of transaction wise reconciliation with IRCTC Records vs MPR(Merchant Payout Report) vs Bank Statement, Financial accounting Management (General Ledger management), complaint management system, tracking mechanism for the transactions being done through IRCTC for various Payment Gateway/Banks/MPP. The solution should be capable of being integrated with IRCTC System, through flat files or through API etc., It should also be capable of being integrated with IRCTC Data Base.

The bidder shall implement the solution along with the required hardware and software and will be required to provide experienced & skilled manpower for performing reconciliation of transactions and related jobs. The software to be deployed by the bidder should be efficient and capable to handle huge volumes of transactions so that the end to end reconciliation of all channels are completed within the defined timelines as per established rules and mandates as per guidelines issued from time to time by the regulatory and statutory authorities.

The Successful Bidder will set up requisite software, hardware and other applications at his own premises and DR Site to provide reconciliation, accounting and related services as per the Scope of Work mentioned in the RFP document. The Bidder will also deploy experienced and skilled resources along with team leaders to provide the services as per Scope of Work.

IRCTC is seeking solution initially for a period of 5 years, however, the same shall be renewable after completion of 5 years for a further period of at least 2 years on mutually agreed terms and conditions and costs if the IRCTC so desires.

The present volume of transaction is around 4.24 lakhs per day and expects to grow in next 5 years. The system should be scalable at bidders cost, to handle the future grown volume for next 5years.

### **1. Scope of Work: -**

Bidders to confirm compliance to all the points mentioned in the tender document.

The project is to be executed on an OPEX Model on per transaction basis. A Bidder submitting a Bid under this RFP must be capable of handling all activities related to Settlement, Reconciliation & Dispute Management of Transactions of various Payment Gateway/ Banks/ MPP which is integrated with IRCTC.

Detail of Payment Gateway/Banks/MPP integrated with IRCTC is as given below: -

NGeT (Rail Ticket)	Air Ticket	Tourism	FTR	UTS Ticket	UTS Recharge	IPAY	Total
24	3	4	1	3	3	5	43

Note:

- IRCTC may add or remove any payment gateway/Banks/MPP from the scope of the work at its own discretion i.e. IRCTC does not guarantee transactions from Payment Gateway/Banks/MPP in reconciliation activity.
- Scope of reconciliation includes all types of transactions, charges, Fees, GST, interchange fee, etc. and System generated MIS to be provided.
- Bidder has to conduct reconciliation of other IRCTC partner Payment Gateway/Banks/MPP also which IRCTC may join during the contract period

### **1.1 Solution Requirement (Hardware, Software & other infrastructure):**

The solution to be provided should comply as per guidelines issued from time to time by the regulatory and statutory authorities.

1. The project is to be executed on an OPEX Model on per transaction basis; where in the required reconciliation application software, hardware, database licenses, OS licenses or any other licenses required for the application and the manpower for reconciliation services is to be supplied by the bidder and to be sized adequately to meet the current and projected requirement.
2. The reconciliation application software, hardware, database etc. should be deployed in the Bidder's primary (PR) and disaster recovery site(DR).
3. All Data Center (Primary and Disaster site) should be located in India.
4. The required hardware (Servers, SAN Storage, SAN switch, etc.), system software, database and any other middleware has to be supplied by the Bidder.
5. The DR site has to be kept updated with all patches and software upgradations. Whenever need arises bidder should be able to switch the operations to DRSite.
6. The reconciliation of transactions and related jobs needs to be carried out from any of the IRCTC premise in Delhi/NCR or from any other location decided by the IRCTC from time to time.
7. The solution of the bidder should be capable for implementation of transaction wise reconciliation with IRCTC Records vs MPR vs Bank Statement, Financial accounting Management (General Ledger management), complaint management system, tracking mechanism for the transactions being done through IRCTC for various Payment

Gateway/Banks/MPP. The solution should be capable of being integrated with IRCTC System, through flat files or through API etc., It should also be capable of being integrated with IRCTC Data Base.

8. The bidder shall deploy adequate number of skilled & experienced manpower to carry out reconciliation of transactions considering fallback / disaster management arrangements.
9. Bidder shall also deploy technically skilled & experienced manpower to manage the application, database and servers as per policy of the IRCTC.
10. The solution /application should provide 99.99% uptime and the bidder should ensure that appropriate high availability and disaster recovery systems/mechanisms are incorporated while sizing the solution both hardware and software.
11. The Successful Bidder should have a fully established Business Continuity Plan in place and should have provision and capability to operate from Disaster Recovery (DR). Bidder has to design solution keeping in mind the Business continuity plan (BCP) & Service level agreement (SLA).
12. Bidder has to supply, manage and maintain the database required for the solution. In all the cases the database Maintenance in line with application requirement and uptime requirement including installation has to be managed by bidder.
13. The bidder should either own the software or hold license, with the right to customize the solution if required during the tenure of the contract. No additional cost for any form of customization to meet the scope will be paid by IRCTC.
14. In case the software is not owned by the bidder, the bidder needs to have back to back arrangement with respective OEM for implementation, maintenance and customization of the Transaction Reconciliation Software without any cost to IRCTC.
15. The bidder also needs to provide letter from OEM confirming that the software implementation, maintenance, necessary customization etc. will be carried out specifically for the IRCTC for the entire contract period. The copy of the ATS (Annual Technical Support) agreement between the bidder and the OEM should also be given to IRCTC. The ATS agreement must be valid for the entire contract period.
16. Any other third party tools / applications required to run, support, and maintain the application will also have to be provided by the bidder without any cost to IRCTC.
17. All hardware, software, database and other third party tools used by the bidder for the solution / environment shall be properly licensed and with valid warranty/AMC /OEM support / ATS contract for the entire contract period.

18. The bidder should not use any free tools or software for the solution without the concurrence from the IRCTC.
19. The bidder shall apply all relevant patches; upgrade the software, applications and related environment from time to time in order to ensure the Service Levels, performance and security are met.
20. The bidder has to size the hardware to cover all current requirements and should have provision for future requirements of at least five years.
21. IRCTC will provide space and other infrastructure such as telephone line and electricity for carrying out the routine operations at any of the IRCTC premise in Delhi/NCR or from any other location decided by the IRCTC from time to time.
22. The IRCTC shall provide the Computers / Desktops with Operating system (as per IRCTC's Policy) required for carrying out the routine reconciliation activity.
23. The bidder to ensure security and confidentiality of the data or information obtained from the IRCTC and should comply with the IT security / IS policy of the IRCTC from time to time.
24. The solution should ensure and comply with the data confidentiality requirement as PCI-DSS standards and any other regulatory guidelines on the same and the application/solution must be PCI-DSS certified.
25. The software should be efficient enough to process the projected volume of transactions i.e. at least 15 Lakhs transactions per day.
26. The bidder should provide / develop all interfaces required for integrating the solution with IRCTCERP/Existing system, Dispute Tracker and any other systems.
27. The bidder should provide interface to user to register disputes about all digital transactions (like Payment Gateway/Banks/MPP etc.) The IRCTC staff should be able to fetch the data and register the disputes and view the resolutions and TAT.
28. The system should be capable of interfacing with IRCTC's ERP& Call Center.
29. The system / solution should be capable of integrating with the user authentication system of the IRCTC and the user login should be authenticated through OTP/E-Mail.
30. All reconciliations should be done on T + 2 Calendar day or as per the requirement of the IRCTC. In future, if there is any change in the reconciliation process of as per the requirement of the IRCTC then the same has to be carried out or to be implemented into the system by the vendor accordingly without any additional cost.

31. The bidder will be required to follow-up with Payment Gateway/Banks/MPP etc. for obtaining data files /settlement files/ Bank Statement or any other information required for Reconciliation of Transaction. The bidder will be required to handle queries from IRCTC Finance or other IRCTC team on the reconciled and pending entries etc.
32. The data received by the bidder shall be used for the sole purpose of reconciliation and same shall be in the custody of the IRCTC.
33. It will be binding upon the bidder to install the solution and integrate it with related systems. In case of problem, the same has to be settled by the bidder with the concerned vendors.
34. The selected bidder has to reconcile the transaction done through Payment Gateway/Bank/MPP etc., which is integrated with IRCTC.
35. The system should be capable of Automated Date wise General Ledger(GL) reconciliation and automated balancing of GLs. (Capture all details Receivable, Credit, Debit, Excess Debit, Excess credit, Less Debit, Less Credit etc., with proper narration)
36. The bidder must have the provision to customize the solution if required during the tenure of the contract without any additional cost to the IRCTC.
37. The successful Bidder has to impart necessary basic training to the employees of the IRCTC to handle the system in case of need.
38. IRCTC will share the data in file format (txt, .csv, xlsx, pdf etc.) or API. The selected bidder has to ensure to read and process such files.
39. Bidder should take the back up of all the activities/data on Daily Basis. IRCTC may ask the required data any time and Bidder should be ready to provide the same. Bidder should be able to restore the backed up data as and when required by IRCTC within 24 hours of requirement failing which IRCTC may impose penalty.
40. Bidder should be able to store online data up to 2 Financial years in the system and store all the data beyond two years may be provide access through reporting web based interface. The Bidder have to keep all data with secure safe custody for the entire period of the contract. Successful Bidder should be able to store all data along with all legacy data and migrated data into the system.
41. Successful Bidder should have a well-defined data migration strategy and PERT - chart with definitive timelines for migration of data from the existing set-up of the IRCTC. The cost of migration if any would be borne by the Successful bidder.
42. IRCTC would be conducting UAT (User acceptance testing) of the solution to ensure the

functionality of the entire solution and for any customization/ enhancements/ additions during the contract period. UAT setup has to be provided by bidder.

43. Bidder should be ready to share the details of all the test cases in detail and the bidder should take sign-off from IRCTC before going live of product and customization.
44. Its IRCTC discretion to enable the module as per banks requirement. Although bidder has to provide all the modules envisaged in this RFP.
45. If IRCTC is not satisfied with the product in UAT, bidder should be ready to change and customize the module as per IRCTC's requirement and satisfaction.
46. IRCTC will not customize its files structure i.e. Payment Gateway/Banks/MPP etc., according to Bidder, instead Bidder has to customize its software.
47. Some banks credit the amount in T+1 day and some banks credit in runtime. Some banks credit amount booking minus refund ( Net Amount), and some banks credit booking amount and Debit refund amount separately. So the system should be capable of handling all such type of cases.
48. The reconciliation system shall be audited by IRCTC under System Security Audit through IRCTC appointed 3rd party independent auditors. The recommendation of the auditors shall be enforced within timelines provided by CISO, IRCTC.
49. The Bidder shall reconcile with existing Banks/Payment Gateway/MPPs etc. which is integrated with IRCTC (Rail, Air, Tourism, UTS, Retiring Room, IRCTC payment Gateway, I-Mudra etc., (approx.43 Banks/PGs/MPPs (around 400 accounts).
50. Existing challenges: -
  - i. Some Nationalized Banks are not providing transaction id wise report.
  - ii. Some Banks EOD time is different.
  - iii. Some Banks are providing statement without any unique ID.
  - iv. Some Banks provided statement without proper narration.
  - v. The Bidder has to co-ordinate with Banks and define his own logic to handle all such type of cases.
51. Software provided by the Bidder should be capable of customization and not to be hard coded.
52. Bidder should download all the raw files from different accessible Payment Gateway/Banks/MPP etc., which are necessary for reconciliation and the application should be able to read the raw files in given format. The Bidder should also provide a network repository for uploading the files (preferably FTP/SFTP)
53. Bidder should reconcile all the pool/Main accounts of the IRCTC.

54. Bidder should comply with the circulars/guidelines issued by IRCTC other regulators from time to time and any customization / enhancement / development required to comply with such guidelines from the regulator should be provided to the IRCTC without any additional cost during the contract period. The Successful Bidder is responsible for customization of solution as per IRCTC or any other regulatory body regulations at their own cost.
55. The system should be capable to provide all MIS Report as per the requirement of IRCTC.
56. The system should capture all dates (Txn Date, Settlement Date, Actual credit/Debit date etc., against each transaction.) and maintain proper General Ledger(GL).
57. The Successful Bidder will be responsible for any licenses/ utilities/ certifications required to run the solution at their own costs.
58. Bidder should agree that any data pertaining to the reconciliation would be shared with Payment Gateway/Banks/MPP etc., from time to time, if required.
59. IRCTC will not guarantee any minimum volume of transactions.

#### **1.2 Reconciliation Method:**

1. The Bidder should manage the reconciliation work with the appropriate software and experienced/skilled manpower for the related jobs. The software should be efficient enough to handle huge volumes of transactions which can complete the reconciliation process within time bound schedule as per established rules and mandates of various Banks/PGs/MPPs, with tracking capabilities of each event for each transaction to avoid duplication of the same activity at any level up to the closure of the transaction.
2. Bidder should Process all the Raw files received from different Banks/PGs/MPPs etc., Bidder should reconcile all the pool accounts, general account and other accounts of the IRCTC.
3. System must match all approved & decline transactions, reconcile all entries and provide exceptions.
4. GST accounting: The solution should perform automated accounting of GST/TDS so as to enable the IRCTC to submit the relevant data/reports to the concerned authority.

#### **1.3 Project Team:**

- The Project team assigned should have experience in End to End Reconciliation of transactions.
- The selected Bidder shall nominate a Project Manager, who shall be having at least five

years of experience in the Information Technology field, out of which he/she should have minimum three years of experience in multiple payment channel reconciliation related Projects.

- The selected Bidder should ensure that the members of Project team are actively involved in the conduct of the project throughout the period of the contract. All members proposed by the Bidder should be permanent employees on the rolls of the bidding organization. No part of the engagement shall be outsourced by the selected Bidder to any third party vendor.
- During the assignment, the substitution of key staff identified for the assignment will not be allowed unless such substitution becomes unavoidable to overcome the undue delay or that such changes are critical to meet the obligation. In such circumstances, the Bidder can do so only with the concurrence of the IRCTC by providing other staff of same level of qualifications and expertise. However, the IRCTC reserves the right to insist the selected Bidder to replace any team member with another (with the qualifications and expertise as required by the IRCTC) during the course of assignment.

#### **1.4 Project Plan:**

- The IRCTC shall place order to the selected Bidder for " Transactions wise End to End Reconciliation solution of all Payment Gateway/Banks/MPP's etc., integrated with IRCTC in an Opex Model". The selected Bidder shall depute its officials within 10 days from the date of acceptance of the Order and to arrange for the kick off meeting. During the said meeting the selected Bidder has to give a brief technical overview / presentation regarding the technical methodology being adopted by them and submit a detailed PERT chart with core team members list.
- The project plan should indicate the milestones and time frame of completion of the different activities of the project. The selected Bidder is required to give details of the project management methodology, monitoring standards and methodology along with the quantum of resources to be deployed for the project, qualifications, experience of personnel deployed, team members list, etc.

#### **1.5 Delivery, Implementation and Commissioning:**

- The delivery, installation and implementation of the software solution have to be completed within a period of **Six months** from the acceptance date of order.
- The implementation will be deemed as incomplete if any component of the end to end reconciliation software solution (OPEX MODEL) for transactions as per scope is not delivered or is delivered but not installed and / or not operational or not acceptable to the IRCTC after UAT / acceptance testing /examination. In such an event, the

implementation will be termed as incomplete and end to end reconciliation software solution (OPEX MODEL) for transactions will not be accepted.

- If the selected Bidder fails to deliver and or install the end to end reconciliation software solution (OPEX MODEL) for transactions as per order within the stipulated time schedule, the same shall be treated as a breach of contract. In such a case, IRCTC may invoke the EMD/Security Deposit without any notice to the Bidder.
- Any licenses, if required for the offered solution, need to be provided by the successful Bidder at no extra cost to the IRCTC. The successful Bidder is solely responsible for any legal obligation related to licenses for solution proposed as implemented by the Bidder. Failure to obtain required license from the competent authority will not be considered as Force Majeure.
- Implementation of the end to end reconciliation software solution (OPEX MODEL) for transactions as per order will be deemed as complete only when the same is accepted by the IRCTC in accordance with the Terms & Conditions of this Tender.

#### **1.6 Execution of Agreement:**

- Within one month from the date of acceptance of the Order, the selected Bidder shall sign a stamped "Agreement" with the Consignee as per the format Annexure-VIII provided by the IRCTC. Failure to execute the Agreement makes the EMD liable for forfeiture at the discretion of the IRCTC.
- The Agreement shall include all terms, conditions and specifications of RFP and also the Bill of Material and Price, as agreed finally after Bid evaluation and negotiation. The Agreement shall be executed in English language in one original, the IRCTC receiving the duly signed Original and the selected Bidder receiving the photocopy. The Agreement shall be valid till all contractual obligations are fulfilled.

#### **1.7 Up Time:**

- The bidder shall guarantee monthly uptime of 99.99% of functioning of Software solution for the end to end reconciliation software solution (OPEX MODEL) during the period of the Contract.
- If the uptime is below the guaranteed uptime of 99.99% (monthly basis) and upto 98%, IRCTC shall deduct a penalty of 1% of annual contract value for that particular month and if the uptime is less than 98% IRCTC shall deduct a penalty of 2% of annual contract value for that particular month. However, if the uptime is less than 96%, IRCTC shall have the full right to terminate the contract with a notice period of three months and payment during the period will be provided only after the successful migration to the new system. Such termination shall not affect the rights of IRCTC under this agreement.

### **1.8 Subcontracting:**

Subcontracting is not permitted. The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract without the prior written consent of the IRCTC. In case, it comes to the notice of IRCTC that Vendor has done subcontracting of any part of this work, contract may be terminated and Security Deposit may be confiscated.

### **1.9 Human Resource Requirement:**

The Bidder by executing the agreement shall be deemed to have unconditionally agreed as under:

- The Bidder shall provide a contingent of well trained personnel and extend necessary mentoring and operational support to the intermediary network of agents, etc. as part of the solution/service.
- The Bidder shall confirm that every person deployed by them on the project has been vetted through a third-party background check prior to their engagement. The Bidder shall manage the activities of its personnel or others engaged in the project, etc. and shall be accountable for all the personnel deployed/engaged in the project.
- In case the performance of the Bidder / their agent/employees engaged in the project is not satisfactory or is detrimental to the interests of the IRCTC, The Bidder shall have to replace the said person within the time limits stipulated by the IRCTC. Where the Bidder fails to comply with the IRCTC's request, IRCTC may replace the said person or their agents/employees on its own.
- No right to employment in the IRCTC shall accrue or arise to the employees or agents of the Bidder, by virtue of engagement of employees, agents, etc. of the Bidder for any assignment under this project. It is further clarified that the arrangement herein with the Bidder is a contract for service.
- The Bidder shall exercise due diligence and only engage persons having established identity, integrity, requisite qualifications and skills and deployment experience for all activities.

### **1.10 Roles & Responsibility of Bidder during the contract period**

- i. The Bidder shall own the responsibility to demonstrate that the Services provided meets all the technical and Operational requirements as envisaged in the scope of the RFP.
- ii. The Bidder shall provide all the required drivers/software, to ensure the intent of Specification completeness, Operability, Maintainability and upgradability of the project

/ contract. The Bidder shall provide all the required Software for customizing and testing the system without any further charge, expense and costing to IRCTC.

- iii. All tools, tackles, testing instruments etc., as required during all Operations, shall be provided by the Selected Bidder at no extra cost to the IRCTC for completing the scope of work as per this RFP.
- iv. Only licensed copies of the software / tools shall be supplied and used and all software supplied shall be of latest version with latest patch levels.
- v. The selected bidder shall be fully responsible for supply, installation, migration, commissioning and maintenance of the solution including testing.
- vi. The Services should be carried out strictly in accordance with the terms and conditions stipulated in the contract agreement.
- vii. The selected bidder shall ensure that the Services are carried out in accordance with best industry guidelines and standards applicable.
- viii. The Bidder shall be responsible for any discrepancies, errors and omissions or other information submitted by him irrespective of whether these have been approved, reviewed or otherwise accepted by the IRCTC or not. The Bidder shall take all corrective measures arising out of discrepancies, error and omission other information as mentioned above within the time schedule and without extra cost to the IRCTC.
- ix. The Bidder shall carry out the Services as per accepted time schedules. The Bidder is liable for penalties levied by IRCTC for any deviation in this regard.
- x. The selected Bidder shall take all steps to ensure safety of their and the IRCTC's personnel during execution of the contract and also be liable for any consequences due to omission or act of the selected bidder or their sub-bidders. The selected bidder shall also ensure cleanliness of the site (work area) during execution of the contract.
- xi. The selected bidder shall always take prior permission of the premises in-charge of the IRCTC before starting any work. The selected bidder shall supply identity cards to all their employees scheduled to work in the IRCTC's premises and formally submit request letter to the IRCTC's official for permitting access.
- xii. The selected bidder shall abide by the Security rules & Procedures of the IRCTC. Any requirement of working after office-hours and on holidays of the IRCTC shall be foreseen and a request in writing shall be made to the IRCTC in advance and obtain permission from the IRCTC.
- xiii. In case of any damage of IRCTC's property during execution of the work is attributable to the Bidder, Bidder has to replace the damaged property at his own cost.

- xiv. In case the IRCTC decide not to renew the contract or to terminate the contract as per clause mentioned in RFP, the bidder has to provide complete migration support to incoming vendor without any additional cost to IRCTC. Bidder has to handover all the data to IRCTC or vendor decided by IRCTC.

## 2. Eligibility Criteria for Bidder

SN.	Parameter	Criteria	Credentials/documents to be submitted
1	Company Existence	<p>The bidder must be a sole proprietor/Government Organization / PSU / PSE / partnership firm / LLP or private / public limited company, registered under Indian Laws and should be in existence for more than 5 years as on the date of opening of bid.</p> <p>The bidder should have a registered (i) GST &amp; (ii) Income Tax / PAN Number</p>	<ul style="list-style-type: none"> <li>Partnership Firm - Copy of registration under partnership act with copy of Partnership Deed</li> <li>Limited Company - Copy of Certificate of Incorporation and/or Fresh Certificate of Incorporation Consequent Upon Change of Name, if applicable.</li> <li>For other eligible entities- As Applicable documents.</li> </ul> <p>And Copy of Certificate of GST Registration Copy of PAN Card</p>
2	Turnover	<p>The Bidder should have an average annual turnover of INR 50 Crore in any of the three financial years (i.e., FY 2017-2018, 2018-2019, 2019-2020 and 2020-2021)</p> <p><b>For MSE/Startup Bidders Only:</b> The annual turnover the Bidder should be minimum of Rs.12.50 Crore in any of the three financial years (i.e., FY 2017-2018,2018-2019, 2019-2020 and2020-2021)</p>	Copy of Annual Audited Financial Statements OR CA Certificate, clearly mentioning the Annual Turnover for FY2017-2018, 2018-2019, 2019-2020 and2020-2021.
3	Financial Profitability	The bidder should have reported net profit during any two of the financial years, i.e. 2017-2018, 2018-19, 2019-20 and 2020-21.	CA/CS Certificate clearly mentioning the Profit of company during any 2 Financial Year on the basis of audited P&L account OR Copy of Annual Profit & Loss Account of Financial Years duly audited.
4	Financial Net Worth	The bidder must have a positive Net worth in any of the any three of the FY 2017-18, 2018-19, 2019-20 and 2020-21	CA/CS Certificate clearly mentioning the Newt Worth details
5	Work Experience	The bidder should have carried out Banking Transaction Reconciliation for Net Banking transactions <b>for a period of 2 years</b> (i.e. PO dated should be from 01.04.2017 to till date of NIT) at least for one Bank in India and for Payment Gateway transactions for 2 years (i.e. PO date in period 01.04.2017 to	<p>The Purchase Order/Work Order copies and</p> <p>Satisfactory completion certificate from Client for completed contract. (Or)</p>

		<p>till date of NIT) at least for one Bank Payment Gateway(like HDFC, ICICI, SBI, KOTAK, YES BANK etc.,) in India either through a single work order or different work orders for Net Banking &amp; Payment Gateway separately.</p> <p>If the work contract is for more than 2 years, then it should have run successfully at least for 2 years on the date of issuance of NIT.</p>	<p>Satisfactory running certificate from Client for Ongoing contract for more than a period of 2 years.</p> <p>If Net Banking &amp; Payment Gateway Reconciliations have been done through different work orders the separate certificate must be submitted for each of the work orders.</p> <p><b>Note: The copy of document clearly mentioning contract period.</b></p>
6	Certificate	The Bidders facilities and services should be validated as per the latest ISO/PCI DSS certification.	Copy of valid certifications
7	Clean Track Record	Bidder should not have had any unsuccessful implementation (Contract termination) for Non-performance in any of the earlier reconciliation contracts during financial years 2018-19, 2019-20 and 2020-21 & current financial year.	A self-certificate to this effect should be submitted by the bidder on company letter head.
		The bidder should not have been debarred, banned or blacklisted by any Government entity or Corporate Institution.	Bidder should submit declaration to this effect in company letter head.
8	Team Strength	The bidder must have on its roll at least 25 experienced professionals engaged in Application Development as on bid submission date.	HR certificate on bidder /company's letterhead stating employee Name, Qualification, Certification to be submitted along with copy of the relevant certificate.
9	OEM/Technology Partner	<p>The Bidder must be either the OEM of a Enterprise Reconciliation Solution or an implementation and support services provider authorized by Reconciliation Solution OEM.</p> <p>The proposed OEM solution should be have Make in India and the OEM solution should be implemented at least any two of the Banks in India. (Scheduled/Nationalized Bank)</p>	<p>Self-certification on the Bidder's letterhead declaring that the Bidder is the OEM of a Enterprise Reconciliation Solution which the Bidder proposes for the scope of work outlined.</p> <p>If the Bidder is not an OEM of the proposed Enterprise Reconciliation Solution, a letter from such OEM should be submitted, confirming that the Bidder is authorized to implement and support the</p>

			proposed Enterprise Reconciliation Solution (Authorization Letter MAF as per Annexure-IV from Reconciliation renowned OEM.)
10	Solution Capability	The reconciliation solution proposed by the bidder should be currently installed, operational & processing at least 5 Lakhs transactions per day and scalable to process 15 lakhs/transactions per day	Certificates from the existing client(s) validating the number of transactions/per day
11	Offices	Bidder' should have operations spanned out across various cities in India.	Address details in Company's letter head.
		The Bidder or its technology partner should have technical support center in India	Undertaking to be given by the Bidder
<b>Note: In CA Certificate UDIN Number is mandatory. CA Certificate without UDIN No. will not be considered.</b>			

#### NOTE:

- (A) **Note:** All eligibility requirement mentioned above should be complied by the bidders as applicable and relevant supporting documents should be submitted for the fulfillment of eligibility criteria. Non-Compliance of any of the eligibility criteria can entail rejection of the offer. However, wherever deemed necessary during technical evaluation, IRCTC may seek in writing on any aspects related to submitted supporting documents from any or all of the bidders. However, that would not entitle to change or cause any change in the substance of the bid submitted or price quoted.
- (B) The data submitted by the successful bidder, in compliance of the above qualification Criteria 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 Security Deposit. In such eventuality the successful bidder will also be debarred for 3 years from participating in the future projects of IRCTC.
- (C) Refer [Annexure-I](#) for complete list of documents that needs to be submitted by the bidder as part of 'Technical Bid Packet' for evaluation of bidder against 'Eligibility Criteria for the Bidder' as laid above.
- (D) Any attempt by a bidder to influence in the bid evaluation process may result in the rejection of bid of such bidder.

### 3. Consignee:

Group General Manager/IT Indian Railway Catering and Tourism Corporation Limited, Internet Ticketing Center, State Entry Road, New Delhi 110055
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#### 4. Service Levels Agreement Compliance & Penalties

SN	Service Category (A)	Milestone / Description (B)	Duration (C)	Penalty (D)
1	System Software development, Installation and Live in Production and successful commissioning	Development, Installation and Live in Production and successful commissioning For all the Payment Gateway/Banks in the Scope of Work.	6 months from the date of issuance of Purchase Order	Rs.1,00,000/- per week or part thereof for the delay above allowed time in column(C)
2	Reconciliation Application down time and Resolution	Downtime and Resolution allowed upto 4 hrs from the time informed by IRCTC through call or e-mail.	Per instance	<ul style="list-style-type: none"> <li>• No penalty up to 4hrs down time.</li> <li>• Rs. 10000/- per hour downtime beyond 4 hrs per instance.</li> </ul>
3	Bank Payment Reconciliation Delay.	Previous month Reconciliation should be completed by 15th of the following month	Per month calculation	<ul style="list-style-type: none"> <li>• No penalty upto 15th of the month.</li> <li>• Rs. 10000/- per Bank per day after 15th of the following month</li> </ul>
4	Reconciliation Report	Should be as per the formats provided by IRCTC	At the end of month/Quarter	<ul style="list-style-type: none"> <li>• Rs.10000/- per Bank/PG</li> </ul>

**Note:** Any Bank and Public Holiday and Any fault due to Bank file not available, Hardware failure, Power failure, Natural Disaster; planned maintenance downtime will be excluded in SLA calculation in the relevant clause.

#### 5. Payment Terms:

- No advance payment will be made on awarding the contract.
- Monthly Payment** will be made after satisfactory completion of month wise reconciliation of all banks and production of concerned report in desired format duly verified by IRCTC Official. Payment will be made based on matched and reconciled transaction and submission of proper GST invoice.
- Payment will be made on timely submission of Invoice and Reports.
- All remittance charges will be borne by the bidder.
- The successful bidder has to sign a service level agreement on non-judicial stamp paper.
- In case the bidder fails to execute the contract, IRCTC shall have liberty to get it done through any other agency with full cost recoverable from the bidder in addition to damages and penalty.
- Amount payable to the successful bidder on quoted/accepted price shall remain non-negotiable and fixed during the tenure of the Contract. The prices quoted shall not be conditional /optional.

h) All payments to the Bidder/agency shall be made through RTGS only for which they are required to submit the following information:

1. Bank Account Number of bidder/agency
2. Name of the Account
3. Bank Name
4. Branch Name
5. IFSC Code.

**All payments shall be subject to TDS, if any, as per the tax rules at the time of payment.**

i) For all services supplied, the Bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed/incurred until delivery of the contracted products or services.

#### **6. Sample MIS Report Format: -**

The system should be capable to generate MIS Report through various parameters, filters

- Date Range: - “From Date” “To Date” (Transaction Date, Settlement Date, Actual Credit/Debit Date)
- Product wise: - “Rail Ticket”, Air Ticket, Tourism, UTS, etc.,
- Transaction Type:- “Sale(Booking)”, “Refund”, Reversal” etc.,
- Merchant Name:- “Merchant Name wise “
- Bank Name:- “Bank Name wise”

The system should be able to display all report through web screen as well as download facility through excel or .CSV file.

#### **Report-1**

**Amount Receivable Summary Report: -(Report generated based on Transaction Date)**

If Bank settled Sale (Booking) and Refund amount separately.

##### **A) SALE/REFUND**

Transaction Date	No of Txn	Amount	Transaction Type	Bank Name

##### **B) NET SETTLEMENT**

If Bank settled Net Amount (Sale(Booking)-Refund).

Transaction Date	Sale (Booking)	Refund	Net	Bank Name

	No of Txn	Amount	No of Txn	Amount	No of Txn	Amount	

### C) TXN ID WISE REPORT SALE/REFUND

Transaction Date	IRCTC Order Number	Bank Ref Number	Refund Ref Number	Amount	Transaction Type	Bank Name

### Report-2

**MPR Summary Report: - (Report generated based on Bank MPR Records settlement date or Actual Credit Date)**

If Bank settled Sale (Booking) and Refund amount separately.

#### A) SALE/REFUND

Settlement Date	No of Txn	Amount	Transaction Type	Actual Credit Date	Bank Name

#### B) NET SETTLEMENT

If Bank settled Net Amount (Sale(Booking)- Refund).

Settlement Date	SALE(BOOKING)		REFUND		Net		Actual Credit Date
	No of Txn	Amount	No of Txn	Amount	No of Txn	Amount	

### C) TXN ID WISE REPORT SALE/REFUND

Transaction Date	IRCTC Order Number	Bank Ref Number	Refund Ref Number	Amount	Transaction Type	Bank Name

### Report-3

**Recon Summary Report: -(Report Generated based on the Transaction Date or Actual Credit /Debit Date)**

**A) SALE**

Total Records(Amount Receivable)			Matched(Amount Received)			Diff		Not in Bank File(Amount not Received )		Not in Bank File(Excess Credit)	
Date	No of Txn	Amount	Actual cr/dr Date	No of Txn	Amount	No of Txn	Amount	No of Txn	Amount	No of Txn	Amount
01-11-2021	46886	63305729.3	03-11-2021	46885	63298597.9	1	7131.45				
			08-11-2021	1	7131.45	-1	-7131.45	0	0		
02-11-2021	42279	56222805.15	05-11-2021	42276	56221138.6	3	1666.60				
			08-11-2021	3	1666.6	-3	-1666.60	0	0		
11-11-2021	50146	70575070.45	15-11-2021	50128	70522389.3	18	52681.15				
			24-11-2021	5	10863.35	-5	-10863.35	13	41817.8		
<b>TOTAL</b>	<b>139311</b>	<b>190103604.9</b>		<b>139298</b>	<b>190061787</b>	<b>13</b>	<b>41817.8</b>	<b>13</b>	<b>41817.8</b>		

**B) REFUND**

AS PER IRCTC DB			Matched (Amount Debited)			DIFF SUM		Account Closed		Not in Bank File(Amount not Debited)		No in DB(Excess Debit)	
Date	No of Txn	Amount	Actual cr/dr Date	No of Txn	Amount	No of Txn	Amount	No of Txn	Amount	No of Txn	Amount	No of Txn	Amount
01-11-2021	13653	18998985.6	03-11-2021	1	675								
			05-11-2021	10691	15121322.05								
			08-11-2021	2400	3141216.55								
			09-11-2021	2	2060								
			10-11-2021	355	443995								
			11-11-2021	191	252585								
			18-11-2021	3	9266.45								
			26-11-2021	1	645	9	27220.55	3	10580	6	16640.55	0	0.00
02-11-2021	13123	17307884.4	08-11-2021	12635	16796197.75								
			10-11-2021	1	1230								
			11-11-2021	476	503000								
			18-11-2021	8	6681.6								
			29-11-2021	1	290	2	485			2	485	0	0.00
<b>Total</b>	<b>26776</b>	<b>36306869.95</b>		<b>26765</b>	<b>36279164.4</b>	<b>11</b>	<b>27705.55</b>	<b>3</b>	<b>10580</b>	<b>8</b>	<b>17125.55</b>	<b>0</b>	<b>0.00</b>

**C) MATCHED REPORT TXN ID WISE**

Transaction Date	IRCTC Order Number	Bank Ref Number	Refund Ref Number	Amount	Transaction Type	Bank Name	Settled Date	Actual Credit/Debit Date

**Report-4**

**Not in Bank File Summary Report (Amount not Received)**

**A) SALE/REFUND**

Transaction Date	No of Txn	Amount	Transaction Type	Bank Name
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**B) TXN ID WISE REPORT SALE/REFUND**

Transaction Date	IRCTC Order Number	Bank Ref Number	Refund Ref Number	Amount	Transaction Type	Bank Name

**Report-5**

**Not in IRCTC Records Summary Report (Amount Excess/Reversal Revised)**

**A) SALE/REFUND**

Transaction Date	No of Txn	Amount	Transaction Type	Bank Name

**B) TXN ID WISE REPORT SALE/REFUND**

Transaction Date	IRCTC Order Number	Bank Ref Number	Refund Ref Number	Amount	Transaction Type	Bank Name

**Report-6**

**Recon Ledger**

**A) SALE/REFUND**

Transaction Date	Total Records(Amount Receivable)	Amount Received	Received Date	Amount to be received(Pending)

**B) TXN ID WISEPENDING REPORT SALE/REFUND**

Transaction Date	IRCTC Order Number	Bank Ref Number	Refund Ref Number	Amount	Transaction Type	Bank Name

### **Report-7**

Bank Wise Aging Report as on DD/MM/YYYY

Bank Name	Payment Mode	Amount	Outstanding <180 Days	181-365 Days	366-730 Days	731+ days

### **Report-8**

Pending Transactions as on DD/MM/YYYY

Date	No. of pending Records	Amount	Particulars	Reason(Remarks to be mentioned)	Action Taken	Current Status

### **Report-9**

Bank Reconciliation as on DD/MM/YYYY(Transaction wise as well as Day wise)

Particulars	Amount(Rs.)
Balance as per Bank Book(ERP)	
Add: Amount paid but not debited by bank	
Less: Amount received but not credited in Bank	
Add: Amount Credited by Bank but not debited by us	
Less: Amount Debited by Bank but not credited by us	
Balance as per Bank Statement	

## **7. Information Security**

7.1 Successful bidder shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by IRCTC or CRIS, out of the IRCTC and CRIS premises without prior written permission from IRCTC and/or CRIS.

7.2 Successful bidder shall, upon termination of this agreement for any reason, or upon demand by IRCTC, whichever is earliest, return any and all information provided to the bidder by IRCTC or CRIS, including any copies or reproductions, both hardcopy and electronic.

## 8. Confidentiality

The successful bidder shall sign a Non-Disclosure Agreement (NDA) with authorised representative of GGM/IT/IRCTC within **30-days** from the date of acceptance of work order. For the purpose of NDA, any information shared by CRIS in the capacity of 'IRCTC's associated partner' with the successful bidder shall be considered as shared by IRCTC. The format of the NDA is given in [Annexure-VIII](#).

## 9. Performance Security Deposit (PSD)

Successful bidder shall have to deposit a performance security deposit amounting **03% (Three Percent)** of the total contract value to IRCTC though, within **30-days** from date of issue of Letter of Acceptance (LOA)/Contract. The delay in submission of PSD will attract a penal interest of 18% per annum shall be charged for the day beyond 15 days from the date of issue of LOA.

- a) Performance Security Deposit can be submitted in any of the following forms:
  - i) Demand Draft issued by Nationalized/scheduled commercial bank in favour of 'IRCTC Ltd' payable at New Delhi
  - ii) Online payment through RTGS/NEFT in beneficiary name –IRCTC Ltd., Account No. 00030350003882 IFSC Code HDFC0000003 Bank Name HDFC Bank Branch address 26, Kailash Building, K.G. Marg, New Delhi- 110001. Successful Bidder to indicate Contract number and name of Seller/Vendor in the transaction details filled at the time of On-line transfer, with confirmation of transaction to this office via mail/post.
  - iii) Irrevocable Bank Guarantee from Nationalized/scheduled commercial bank in favour of 'IRCTC Ltd' as per [Annexure-IX](#). The PBG shall remain valid up to a period of 6 months beyond the last date of Contract period/Warranty period for any goods/services supplied under the contract. In case of extension of delivery period, or the warranty period on any account, the contractor shall extend the period of PBG by an equivalent period.
- b) All compensations or the other sums of money payable by the bidder under the terms of this contract, like against SLA penalties, may be deducted by IRCTC from the performance security deposit or from any sums which may be due to or may become due to the service provider by IRCTC on any account whatsoever. In the event of security deposit being reduced by reason of any such deduction, the successful bidder shall, within **15-days** from written intimation of IRCTC, make good through RTGS/NEFT in beneficiary name –IRCTC Ltd OR in Demand Draft of a scheduled commercial bank endorsed in favour of 'IRCTC Ltd.', any sum or sums which may have been deducted from its security deposit.
- c) Performance Security deposit shall be refunded/released at the end of service period, provided the successful bidder has satisfactorily provided all services based on 'Completion Certificate' in accordance with the terms & conditions of contract. The performance security deposit shall, however be released only after expiry of the warranty period/ maintenance period and after passing the final bill on 'No Claim Certificate' from the Contractor and after deducting the service level penalties by IRCTC, if any.

## 10. Default by Successful Bidder

Bidders must note that this is a very critical and crucial project for IRCTC and hence bidders are expected to show absolute seriousness for this project. The following action of successful bidder shall be treated as serious default on the part of successful bidder:

- a) Withdrawal from the project after receiving the purchase order/LoA.
- b) Leaving the contract in-between at any time during the project implementation and support period.
- c) Non-delivery of project, including warranty support period, after receiving of purchase order

- d) Wrong information supplied

In above mentioned conditions the bidder shall be treated as ‘defaulter’ and IRCTC/Purchaser will have the right to take appropriate action against the defaulter including but not limited to:

- a) Confiscate the Security Deposit, and/or
- b) Stop any payment to defaulter pending for delivered IT systems/services, and/or
- c) Debar the defaulter from any engagement with IRCTC for at-least next 3 years, and/or
- d) Termination of contract in whole or part thereof

## 11. Integrity Pact

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

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

- a. Integrity Pact will cover all stages of the contract i.e., from the stage of NIT to the stage of last payment or a still later stage covered through warranty/guarantee.
- b. Two Independent External Monitors (IEMs) have been appointed by IRCTC after approval of CVC. The IEMs would be monitoring the contracts. There will be a provision in the contract which would bind both the parties signing the Integrity Pact, to the recommendations of the IEM, if any complaint regarding the contract is found substantiated.
- c. Integrity Pact to be signed & submitted as per [Annexure V](#) with the bid document.
- d. Any bids received without integrity pact signed by bidder shall be summarily rejected.
- e. The signed integrity pact shall be the part of Technical bid.

## 12. SETTLEMENT OF DISPUTES/ARBITRATION AND JURISDICTION

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

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

12.3 The parties hereto further agree to submit demand in writing that the dispute / differences be referred to arbitration. The demand for arbitration shall specify the matters which are in question, for subject of dispute or difference as also the amount of claim item wise.

12.4 Only such dispute or differences, in respect of which the demand has been made, together with counter claims of setoff given by IRCTC shall be referred to arbitration and other matters shall not include in the reference.

12.5 Demand for arbitration: In the event of any dispute or difference or differences between the parties hereto as to the construction or operation of this contract/agreement including validity thereof, the parties hereto shall endeavour to settle such dispute amicably in the first instance in accordance with the following matrix.

- I. 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.
- II. 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 manner 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 in accordance with IRCTC circular dated 18.10.2019 or amended/latest if any and shall be shared by the parties, subject to award of costs by the sole arbitrator or the Arbitral Tribunal.

12.6 The venue of arbitration shall be at New Delhi.

12.7 The jurisdiction for settlement of any disputes through Court under this contract shall be a Delhi Only.

### **13 FORCE MAJEURE**

13.1 If at any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics/pandemics, quarantine restriction, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may at his option, terminate the contract provided also that if the contract is terminated under this clause, the Purchaser shall be at liberty to take over from the Successful tenderer at a price to be fixed by the purchaser with mutual consent which shall be final. All unused, undamaged and acceptable materials bought out components and stores in course of manufacture in possession of the Successful

tenderer at the time of such termination of such portions thereof as the purchaser may deem fit excepting such materials bought out components and goods as the Successful tenderer may with the concurrence of the Purchaser select to retain.

#### **14 TERMINATION FOR DEFAULT.**

- a) In the event of default, IRCTC may, without prejudice to any other remedy for breach of contract, 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 Performance Security deposit. Firm should be debarred from participating in Tenders floated by IRCTC during the whole 1 year. The decision of IRCTC shall be final and binding on the bidder.
- b) IRCTC shall be entitled to terminate the contract forthwith without any notice in case of serious and repeated defaults.
- c) **Events of Default:**
  - Wilful 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.
  - The vendor fails to deliver any or all of the obligations within the time period(s) specified in the contract, or any extension thereof granted by the client.
  - The vendor fails to perform any other obligation(s) under the contract.

#### **15 Statutory Compliances**

- 15.1 Bidder shall comply with all applicable statutes. IRCTC shall not be liable in any manner whatsoever for any non-compliance on part of the bidder of the applicable laws and in the event of any adverse claim of whatsoever nature arising thereof, the entire burden shall be strictly borne by the bidder.
- 15.2 Bidder shall maintain all requisite records, registers, account books etc. related to this project which are obligatory under any applicable law in connection with the Services being rendered or work being performed to IRCTC and shall provide such information as may be required under any law to any authority with prior intimation to IRCTC.

#### **16 Safety Regulations**

- 16.1 Successful Bidder shall be responsible to take all precautions to ensure the safety of the person or property of the IRCTT and Data Centre while performing its obligations hereunder
- 16.2 It is the responsibility of the Bidder to carry the material/equipment to the location of the installation; bidder will be penalized for any damage caused to property/ IRCTC building.
- 16.3 It is the responsibility of the Successful Bidder to comply with all sorts of safety measures under applicable law in regards to mens and materials deployed for the project.

#### **17 Agreement Period**

- 17.1 Implementation period of 6 months, followed by 5 Years of Operations and Maintenance. Further Extension of Contract for maximum period of two years on yearly basis on the same terms & conditions, on the sole discretion of IRCTC on operational/requirement basis.

## 18 Schedule of Rate (SOR)/Financial Bid (Packet-B)

### **FORMAT FOR COMMERCIAL OFFER**

*(To be quoted only on excel sheet available on [www.tenderwizard.com/IRCTC](http://www.tenderwizard.com/IRCTC) as per portal guidelines)*

SN.	Description	
1	Cost for End to End Reconciliation Activity per Transaction. (Successful completion of reconciliation like matched, unmatched and report to be submitted as prescribed Report format) *	(To be filled by the bidder in Financial Bid Packet-B Only ) on <a href="http://www.tenderwizard.com/IRCTC">www.tenderwizard.com/IRCTC</a> . PRICES ARE NOT TO SUBMITTED IN TECHNICAL BID PACKET-A

\* The Rate including all charges like software, Hardware, licensing, maintenance, technical and operation support staff cost (manpower cost) and any other third party tools / applications required to run, support, and maintain the application etc.,

#### **Note:**

- 1) In case of change in taxes on account of change in rules/legislation by the Government of India, the actual rate as applicable at the time of actual delivery within schedule contract delivery period shall be payable only for taxes.
- 2) IRCTC will not guarantee any minimum volume of transactions.
- 3) Payment will be made based on matched and reconciled transaction only.
- 4) Monthly Payment will be made after satisfactory completion of month wise reconciliation of all banks and production of concerned report(s) in desired format(s) duly verified by IRCTC Official.
- 5) Quoted prices shall remain firm during the currency of contract.
- 6) Nothing extra over and above quoted rates will be paid.

## ANNEXURES

### Annexure-I: Bid Documents Checklist (Technical Bid Packet -A)

S. No.	Documents to be submitted by the bidder	Tender Reference/Format	Bidder's Remarks Submitted Yes/No	File Name uploaded	Page No in the uploaded File
1.	'Tender Offer Form' duly filled-in, signed and stamped by the bidder	<a href="#">Annexure-II</a>			
2.	EMD Details	Clause 2 of ITB			
3.	<b>MSE/Startup Document:</b> Copy of Valid UAM/ UDYAM/ MSE/Startup certificate with tendered items mentioned in the registration certificate from the concerned registration authority. (FOR MSEs/STARTUP BIDDER ONLY)	Clause 2 of ITB			
4.	<ul style="list-style-type: none"> <li>• Partnership Firm - Copy of registration under partnership act with copy of Partnership Deed</li> <li>• Limited Company - Copy of Certificate of Incorporation and/or Fresh Certificate of Incorporation Consequent Upon Change of Name, if applicable.</li> <li>• For other eligible entities- As Applicable documents.</li> </ul> And Copy of Certificate of GST Registration Copy of PAN Card	Item no. 1 of Eligibility Criteria for the bidder			
5.	Copy of Annual Audited Financial Statements OR CA Certificate, clearly mentioning the Annual Turnover for FY 2017-2018, 2018-2019, 2019-2020 and 2020-2021. <b>CA Certificate must have mentioned UDIN No</b>	Item no. 2 of Eligibility Criteria for the bidder			
6.	CA/CS Certificate clearly mentioning the Profit of company during any 2 Financial Year on the basis of audited P&L account OR Copy of Annual Profit & Loss Account of Financial Years duly audited. <b>CA Certificate must have mentioned UDIN No</b>	Item no. 3 of Eligibility Criteria for the bidder			
7.	CA/CS Certificate clearly mentioning the Net Worth details <b>CA Certificate must have mentioned UDIN No</b>	Item no. 4 of Eligibility Criteria			
8.	The Purchase Order/Work Order copies <b>And</b> Satisfactory completion	Item no. 5 of Eligibility Criteria			

	<p>certificate from Client for completed contract.</p> <p>(OR)</p> <p>Satisfactory running certificate from Client for Ongoing contract for more than a period of 2 years.</p> <p>If Net Banking &amp; Payment Gateway Reconciliations have been done through different work orders the separate certificate must be submitted for each of the work orders.</p> <p><b>Note: The copy of document clearly mentioning contract period.</b></p>	for the bidder			
9.	Copy of valid certifications for ISO/PCI DSS certification	Item no. 6 of Eligibility Criteria			
10.	Self-certificate for Clean Track Record	Item no. 7 of Eligibility Criteria <a href="#">Annexure-III</a>			
11.	HR certificate on bidder /company's letterhead stating employee Name, Qualification, Certification to be submitted along with copy of the relevant certificate.	Item no. 8 of Eligibility Criteria for the bidder			
12.	<p>Self-certification on the Bidder's letterhead declaring that the Bidder is the OEM of a Enterprise Reconciliation Solution which the Bidder proposes for the scope of work outlined.</p> <p>If the Bidder is not an OEM, then MAF letter as per <a href="#">Annexure-IV</a> from Reconciliation renowned OEM.)</p>	Item no. 9 of Eligibility Criteria for the bidder			
13.	Certificates from the existing client(s) validating the number of transactions/per day	Item no.10 of Eligibility Criteria			
14.	Address details across various cities in India in Company's letter head.	Item no.11 of Eligibility Criteria			
15.	Undertaking for having technical support center in India to be given by the Bidder	Item no.11 of Eligibility Criteria for the bidder			
16.	<b>Integrity Pact</b> duly filled in, signed and stamped by the bidder.	<a href="#">Annexure V</a>			
17.	Declaration under Rule 144 of GFRs-2007	<a href="#">Annexure-VI</a>			

**Table: Details of credentials/ documents furnished by the bidder towards performance for similar work qualification criteria**

S. No.	No. and date of work order /PO or any other associated documents specifying details of Relevant Project/ Work experience	Name of company/ organization who awarded the work order/ PO in Col (1)	Total value of the work order / PO in Col (2)	Scope of work / items and their values in the work order/ PO (in Col (1)) that are proposed to be considered towards 'Relevant Project/Work experience' as per the Qualification Criteria for Bidder.			No. and date of Work Completion or Commissioning or Installation Certificate for the Scope of work / items, in each of the work order/ PO (in Col (1)) that are proposed to be considered towards 'Relevant Project/ Work experience' as per the Qualification Criteria	File name of the documents towards work orders, POs, associated documents, completion certificates, etc. attached with the bid be mentioned here.
				Scope of work / items (Please mention each scope of work/ item separately, wherever applicable)	Value of respective Scope of work / items	Total value of the Scope of work / items, in each of the work order/ PO (in Col (1)), that are proposed to be considered towards 'Relevant Project/ Work experience' as per the Qualification Criteria		
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

**Annexure-II: Tender Offer Form**

To,  
GGM/Services  
IRCTC/CO/NEW DELHI

Respected Sir,

Reference: e-tender no. \_\_\_\_\_ for “SELECTION OF VENDOR FOR END TO END RECONCILIATION SOLUTION OF VARIOUS PAYMENT GATEWAY”

We, M/s..... having read, examined and understood in details all the conditions of above referred bid to execute this project at the rate quoted by us in the Financial bid and hereby bind ourselves to complete the work in all respects with the service period mentioned in the tender document. We hereby agree to abide by the scope of work and assure to provide best of quality goods and professional services as required and out lined in the RFP in compliance to all the term and conditions of the bid documents that include Notice Inviting Tender, Instructions to Bidder, Special Conditions of Contract (SCC) and General Terms of Contract as laid down by IRCTC in the above referred e-tender.

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

We attach hereto the technical response as required and mentioned in the check list-Annexure-I. We confirm that the information contained in this proposal or any part thereof, and other documents and instruments delivered or to be delivered to IRCTC is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead IRCTC as to any material fact. We undertake that, if our proposal is accepted, to adhere to the Project Timeline and Service Levels given in the bid for various activities.

We agree that you are not bound to accept the lowest or any bid response you may receive. We also agree that your reserve the right in absolute sense to reject all or any of the products/services specified in the bid response.

We also agree that until a formal agreement is prepared and executed, the issuance of purchase order shall constitute a binding contract between us as per the terms and conditions of the bid document.

**Bidder's Details are given as under:**

SN.	Description	To be filled in by bidder
1.	Full name of the Bidder (company):	
2.	Full address, telephone numbers, and email address of the Primary office of the organization / main / head / corporate office	
3.	Name, designation, contact numbers, email and full address of the Chief Executive Officer or equivalent of the bidder's company.	
4.	Full address, telephone and email addresses of the office of the organization dealing with this tender.	
5.	Name, designation, full office address, including telephone number(s) and email, of the person who is authorized to submit the bid with his/her signatures (i.e. authorized signatory).	
6.	Name, designation and full address of the person dealing with this tender, his/her telephone, mobile and email address	
7.	MSME/Startup Category (indicate the category-SC/ST/Other, terminal validity, items/group for	

	which registered certificate issued in the name of bidder) For MSE/Startup , other may mentioned as Not Applicable	
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It is hereby confirmed that we are entitled to act on behalf of our corporation/ company/firm/organization and empowered to sign this document as well as such relevant documents, which may be required in this connection.

**Bidder:**

Signature .....

Name of the Authorized Signatory.....

Designation: .....

Date: .....

**Having the Power of Attorney & duly authorized to sign the Bid Response for and on behalf of:**

(Name and Address of Company)

Seal/Stamp of Bidder Witness Signature:

Witness Name:

Witness Address:

**CERTIFICATE AS TO AUTHORISED SIGNATORIES**

I, certify that I am ..... of the ....., and that

.....who signed the above Bid is authorized to bind

the company/ corporation by authority of its governing body.

**Annexure-III: Declaration on Blacklisting/Debarment/Defaulting**

**(On bidders company letter head)**

Dated:

To,

.....

Respected Madam/Sir,

**Sub: Declaration on Blacklisting/Debarment/defaulted**

**Ref: IRCTC's e-tender no.. .....dated ..... for "SELECTION OF VENDOR FOR END TO END RECONCILIATION SOLUTION OF VARIOUS PAYMENT GATEWAY"**

We hereby undertake that:

- 1) We are not having any unsuccessful implementation (Contract termination) for Non-performance in any of the earlier reconciliation contracts during last F.Ys 2018-19, 2019-20, 2020-21 & current financial year.
- 2) We are not currently blacklisted or have appeared our name in the negative / black list of any public sector undertaking /Government organization or Corporate Institution for any breach of applicable laws or violation of regulatory prescriptions or breach of agreement.
- 3) We have not been defaulted by any bank/ financial institute.

**Bidder:**

Signature .....

Name of the Authorized Signatory.....

Designation: .....

Date: .....

**PROFORMA FOR AUTHORITY FROM OEMs**

No..... dated.....

**To,  
GGM/Services/IRCTC/CO/NDLS**

**Respected Madam/Sir,**

**Ref: e-tender no. ....dated .....for “SELECTION OF VENDOR FOR END TO END  
RECONCILIATION SOLUTION OF VARIOUS PAYMENT GATEWAY”**

We, an established and reputable manufacturer of following products/Solutions, do hereby authorize the following firm (bidder) to represent us, to bid, negotiate and conclude the contract on our behalf with IRCTC against above referred tender.

**Name of Firm authorized to bid:.....**

**Name of Product (s):.....**

We,

- a) shall provide the backend support including software upgrades and ensure availability of spares for the offered products **for a period of five years, that shall be extended further for two years**, if so required by IRCTC,
- b) shall also be responsible for successful implementation of the offered products/solution as per Scope of Work and implementation schedule of the above referred bid to ensure timely, efficient and optimized systems operations,
- c) further confirm that the bidder shall align back-to-back support from us as per Scope of Work and Service Levels defined in the above referred bid. A copy of the signed contract shall be shared with IRCTC after the bid is awarded to the bidder,
- d) shall be providing our service supports to authorized firm from all our service centers located across India.
- e) shall ensure that there shall be a provision to log complaints/ open support cases directly with bidder/us on 24 x 7 basis through Phone/Email/Web. Problems in equipment which causes downtime/degradation of services and resolution of which require development of patches, bug fixes etc. shall be treated by us on urgent basis. We shall provide appropriate solution on fast-track basis so that desired Service levels are maintained.
- f) assure you that in the event authorized firm is not being able to fulfil its obligations as service provider of our products we would continue to meet the comprehensive warranty support terms of this tender through alternate available arrangements.

**Yours faithfully,**

(OEM, Signature, Name, designation, Contact information)

**Note: This letter of authority should be on the letterhead of the manufacture and should be signed by a person competent and having the power of attorney to legally bind the manufacturer / service provider.**

## **Annexure V**

### **INTEGRITY PACT**

This pre-bid pre-contract Agreement (hereinafter called the integrity pact) is made on \_\_\_\_ day of \_\_\_\_, 2021 between Indian Railway Catering & Tourism Corporation Limited (hereinafter referred as “IRCTC”), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns.

And

..... hereinafter referred to as “The Bidder/Contract actor” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns

### **Preamble**

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

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

### **Section 1- Commitments of the IRCTC**

- (i) The IRCTC commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the IRCTC, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person , any material or immaterial benefit which the person is not legally entitled to.
  - (b) The IRCTC will during the tender process treat all bidder(s) with equity and reason. The IRCTC will in particular, before and during the tender process, provide to any bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - (c) The IRCTC will exclude from the process all known prejudiced persons.
- (ii) If the IRCTC obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the IRCTC will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2- Commitments of the Bidder(s)/Contractor(s)**

- 1) The Bidder(s)/Contractor(s) commit themselves to take all measure to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
  - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the IRCTC's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - (b) The Bidder(s) Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
  - (c) The Bidder(s) Contractor(s) will not commit any offence under the relevant IPC/PC Act, further the Bidder(s) Contractor(s) will not use improperly, for purpose of competition or personal gain or pass on to others, any information or document provided by the IRCTC as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically.
  - (d) The Bidder(s) Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s) Contractor(s) of Indian Nationality shall furnish the name and address of the foreign IRCTCs, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
  - (e) The Bidder(s) Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
  - (f) Bidder(s) Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.

- (2) The Bidder(s) Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualifications from tender process and exclusion from future contracts**

If Bidder(s) Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the IRCTC is entitled to disqualify the Bidder(s) Contractor(s) from the tender process or take action as per the procedure mentioned in the “Guidelines on Banning of business dealings”.

### **Section 4 - Compensation for Damages**

- 1) If the IRCTC has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the IRCTC is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) IRCTC is entitled to terminate the contract according to section 3, the IRCTC shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

### **Section 5- Previous Transgression**

- (1)The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti corruption approach or with any public sector enterprises in India that could justify his exclusion from the tender process.
- (2)If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “ Guidelines on Banning of Business dealings”.

### **Section 6- Equal Treatment of all Bidders/Contractors/ Subcontractors**

- (1)In case of sub-coordinating, the IRCTC contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor.
- (2)The IRCTC will enter in to agreements with identical conditions as this one with all Bidders and Contractors.
- (3)The IRCTC will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

### **Section 7- Criminal charges against violating Bidder(s) /Contractor(s) / Subcontractor(s)**

If the IRCTC obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a bidder, contractor or subcontractor which constitutes corruption, or if the IRCTC has substantive suspicion in this regard, the IRCTC will inform the same to the Chief Vigilance Officer.

### **Section 8- Independent External Monitor**

- (1) The IRCTC appoints competent and credible Independent external monitor for this pact after approval by Central Vigilance Commission. The task of the monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The IRCTC has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
  - a) Dr. Pravez Hayat, IPS (Retd.), E-mail-[phayatips@gmail.com](mailto:phayatips@gmail.com)
- (3) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all contract documents, whenever required. It will be obligatory for him/ her to treat the information and documents of the Bidders/Contractors as confidential. He/ She reports to the CMD IRCTC.
- (4) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the IRCTC including that provided by the Contractor. The Contractor will also grant the Monitor upon his/her request and demonstration of a valid interest, unrestricted the unconditional access to their project documentation. The same is applicable to sub-contractors.
- (5) The Monitor is under contractual obligation to treat the information and documents of the bidder(s)/ contractor(s)/ Sub contractor(s) with confidentiality. The Monitor has also signed declaration on 'Non-Disclosure of confidential Information' and of 'Absence of conflict of interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CMD, IRCTC and rescue himself/herself from that case.
- (6) The IRCTC will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the IRCTC and the contractor. The parties offer to the Monitor the option to participate in such meetings.
- (7) As soon as the monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the management of the IRCTC and request the management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (8) The Monitor will submit a written report to the CMD, IRCTC within 8 to 10 weeks from the date of reference or intimation to him by the IRCTC and should the occasion arise, submit proposals for correcting problematic situations.

(9) If the monitor has reported to the CMD IRCTC, a substantiated suspicion of an offence under relevant IPC/PC ACT, and the CMD IRCTC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the monitor may also transmit this information directly to the Central Vigilance Commissioner.

(10) The Word 'Monitor' would include both singular and plural.

### **Section 9- Pact Duration**

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

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

### **Section 10- Other Provisions**

(1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the Registered Office of the IRCTC, i.e. New Delhi.

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

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

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

(5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.

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

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(For & On behalf of the IRCTC)

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(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place .....

Date .....

Witness 1:

(Name & Address)

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Witness 2:

(Name & Address)

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**Format of Certificate/Declaration under Rule 144 (xi) in the General Financial Rules (GFRs), 2017.**

**Reference to Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries**

To,

**GGM/Services/IRCTC/CO/NEW DELHI**

Dear Sir,

Ref: Yours e-tender no. .... dated .....

Bidder Name:.....

We, M/s ----- are a private/public limited company/LLP/Firm **<strike off whichever is not applicable>** incorporated under the provisions of the Companies Act, 1956/2013 Limited Liability Partnership Act 2008/ Indian Partnership Act 1932, having our registered office at -----  
----- (referred to as the "Bidder") are desirous of participating in the Tender Process in response to your captioned RFP/e-tender and in this connection we hereby declare, confirm and agree as under:

a) We, the Bidder have read and understood the contents of the Office Memorandum & the Order (Public Procurement No.1) both bearing no. F.No.6/18/2019/PPD of 23rd July 2020 issued by Ministry of Finance, Government of India on insertion of Rule 144 (xi) in the General Financial Rules (GFRs) 2017 and the amendments & clarifications thereto, regarding restrictions on availing/procurement of goods and services, of any Bidder from a country which shares a land border with India and / or sub-contracting to contractors from such countries.

b) In terms of the above and after having gone through the said amendments including in particular the words defined therein (which shall have the same meaning for the purpose of this Declaration cum Undertaking), we the Bidder hereby declare and confirm that:

\* We, the Bidder are not from such a country which shares a land border with India, in terms of the said amendments to GFR, 2017.

Or

\*We, the Bidder are from such a country and has been registered with the Competent Authority i.e the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade, as stated under Annexure I to the said Office Memorandum / Order and we submit the proof of registration herewith.

(\*Delete whichever is not applicable)

c) We, the Bidders agree and undertake that if the contract is awarded to us, we will not sub-contract or outsource the contract and / or any part thereof unless such subcontract/ outsourcing is permitted by Bank of

India in writing, in which case we shall not sub-contract or outsource the work to a contractor from such countries, unless such contractor is registered with the Competent Authority and proof of same is obtained.

2. We, the Bidders hereby confirm that we fulfill all the eligibility criteria as per RFP and are not ineligible from participating in the Tender in view of the above Office Memorandum and Order. We also agree and accept that if our declaration and confirmation is found to be false at any point of time including after awarding the contract, Bank of India shall be within its right to forthwith terminate the contract/ bid without notice to us and initiate such action including legal action against us. Bank shall also be within its right to forfeit the security deposits provided by us and also recover from us the loss and damages sustained by the Bank on account of the above.

3. This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order (Public Procurement No.1) both bearing F.No.6/18/2019/PPD of 23rd July 2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India including the words defined in the said order (reproduced hereunder) which shall have the same meaning for the purpose of this Declaration cum Undertaking.

### **Definitions**

*"Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.*

*"Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.*

*"Bidder from a country which shares a land border with India" for the purpose of this Order means:*

- a) An entity incorporated, established or registered in such a country; or*
- b) A subsidiary of an entity incorporated, established or registered in such a country; or*
- c) An entity substantially controlled through entities incorporated, established or registered in such a country; or*
- d) An entity whose beneficial owner is situated in such a country; or*
- e) An Indian (or other) agent of such an entity; or*
- f) A natural person who is a citizen of such a country; or*
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above "Beneficial owner" for the purpose of above will be as under:*
  - (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.*

### **Explanation—**

- a. "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;*
- b. "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;*

*(ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of capital or profits of the partnership;*

*(iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;*

*(iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;*

*(v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.*

*"Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons."*

*Executed at..... On this the ...day of .....*

*Authorised Signatory*

*M/s-----*

*Signature and Name Seal of the Bidder*

***\*Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached.***

**(To be executed on Non-Judicial Stamp Paper of Rs. 100 value)**

**SERVICE AGREEMENT FORMAT**

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ 2021 and shall be effective from \_\_\_\_\_

BETWEEN

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

AND

The Party \_\_\_\_\_ (hereinafter referred to as “the Contractor”) which expression shall unless repugnant to the context or meaning thereof mean and be deemed to include their successors and permitted assigns having its registered office at \_\_\_\_\_ of the Second Part.

WHEREAS

- a) The Purchaser had invited Tenders vide their e-tender no. \_\_\_\_\_ (hereinafter referred to as ‘Bid Document’) for “\_\_\_\_\_”
- b) The Contractor had submitted its proposal in the above said bid (hereinafter referred to as the ‘Tender’) for the provision of such services in accordance with its proposal as set out in its Tender and in accordance with the terms and conditions of the Tender and this Contract.
- c) The Purchaser has agreed to appoint the Contractor for the provision of such services and the Contractor has agreed to provide services as are represented in the Tender, including the terms of this Contract, the Schedules attached hereto and in accordance with the terms of the Tender, and in terms of the discussions, negotiations and clarifications in relation to the implementation of the scope of work.
- d) In consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
  - a) Purchase Order/LoA/Contract
  - b) IRCTC Bid Documents and corrigendum/addendum if any
  - c) General Terms & Conditions of the bid documents
  - d) Technical Requirements
  - e) Bid response submitted by the bidder, including any clarifications sought by IRCTC
  - f) NDA
  - g) Integrity Pact

3. In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Purchaser to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

<p>Signed, Sealed and Delivered by the said</p>  <p>_____</p>	<p>Signed, Sealed and Delivered by the said</p>  <p>_____</p>
<p>(For the IRCTC in the presence of:</p>  <p>_____ (WITNESS)</p>	<p>(For the Contractor) in the presence of:</p>  <p>_____ (WITNESS)</p>

**(To be executed on Non-Judicial Stamp Paper of Rs. 100 value)**

**CONFIDENTIALITY - CUM - NON DISCLOSURE AGREEMENT (NDA)**

THIS NON-DISCLOSURE AGREEMENT is made on this ..... day (date) of ..... (Year)

By and between

‘Indian Railway Catering and Tourism Corporation Limited’, incorporated under the Companies Act, 1956/2013 and a Public Sector Undertaking (PSU) under Ministry of Railways, having its Corporate Office at 11th floor, B-Wing Statesman House Building, Barakhamba Road, New Delhi-110001 (hereinafter referred to as “**IRCTC**” which expression shall unless repugnant to the context or meaning thereof, includes its successors, administrators and permitted assigns) of the FIRST PART.

And

.....<Name incorporated/registered> under the.....<Name of the Act> having its registered/corporate office at ..... (herein referred to as “**Recipient**” which expression shall unless repugnant to the context or meaning thereof, includes its successors, assigns, administrators, liquidators and receivers) of the SECOND PART.

**WHEREAS**

- A. Recipient’s services have been hired by IRCTC for “.....” (Authorized purpose) vide Agreement/Purchase/Work Order No..... dated.....

**NOW, THEREFORE**, in consideration of the foregoing and the covenants and agreements contained herein, the parties agree as follows:

**1. Definitions:**

- a) The term “Confidential Information” shall include, without limitation, all technical and non-technical information and materials, furnished by IRCTC or any of its associated partners on behalf of IRCTC to the Recipient in connection with IRCTC products and services including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic media, and including all information marked as ‘Confidential’ or ‘Sensitive’ or ‘Proprietary’, customer & prospect lists, personal data of IRCTC employees and its customers, trade secrets, trade names or proposed trade names, methods and procedures of operation, business or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to IRCTC products and services. Results of any information security audits, tests, analysis, extracts or usages carried out by the Recipient in connection with the IRCTC’s products and/or services, IT infrastructure, etc. shall also be considered Confidential Information.
- b) The term “IRCTC products” shall include all such products, goods, services, deliverables, which are subject to deliver, install and/or be maintained by the Recipient under the Agreement.

**2. Protection of Confidential Information.** Recipient affirms that it shall:

- a) Use the Confidential Information only to the extent necessary to accomplish '*Authorized purpose*' and in accordance with the terms and conditions contained herein;
- b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event take less care with the Confidential Information that the recipient takes to protect the confidentiality of its own proprietary and confidential information and that of its other clients;
- c) Not make or retain copy of any details of products and/or services, prototypes, business or marketing plans, Client lists, Proposals developed by or originating from IRCTC or any of the prospective clients/partners of IRCTC.
- d) Not make or retain copy of any details of results of any information security audits, tests, analysis, extracts or usages carried out by the Recipient in connection with the IRCTC's products and/or services, IT infrastructure, etc. without the express written consent of IRCTC.
- e) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any other person or entity without the express written consent of the IRCTC;
- f) Immediately notify IRCTC in writing upon the discovery of any loss or unauthorized disclosure of any confidential information.
- g) Return to the IRCTC, or destroy, at IRCTC's discretion, any and all Confidential Information disclosed in a printed or electronic form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately on (i) expiration or termination of this agreement, or (ii) the request of IRCTC there for.
- h) Not send IRCTC's information or data and/or any such Confidential Information at any time outside India for the purpose of storage, processing, analysis or handling without the express written consent of the IRCTC.
- i) Use only the best possible secure methodology to avoid confidentiality breach, while handling confidential data of IRCTC for the purpose of storage, processing, transit or analysis including sharing of information with IRCTC.
- j) Not to engage or appoint any non-resident/foreigner to undertake any activity related to Information Security Audit in respect of IRCTC/ Government/ critical sector organization. Only the man power declared to CERT-In shall be deployed to carry out such audit related activities.
- k) Not discuss with any member of public, media, press, any or any other person about the nature of arrangement entered between the Recipient and IRCTC or the nature of services to be provided by Recipient to IRCTC.
- l) Make sure that all the employees and/or consultants engaged by Recipient to undertake any audit or services as part of '*Authorized purpose*' as specified above on its behalf have signed the mandatory non-disclosure agreement.

**3. Permitted disclosure of Confidential information:** If the recipient is requested/required to disclose confidential information by law enforcement or similar Government agencies mandated under the law, it is agreed that the receiving party shall provide IRCTC with prompt notice of any such request or obligation so

that IRCTC may seek an appropriate protective order and or waive the recipient compliance with the provision of this agreement.

4. **Title and Proprietary Rights:** Notwithstanding the disclosure of any confidential information by IRCTC to the recipient, the title and all intellectual property and proprietary rights in the confidential information shall remain with IRCTC. The provisions of this agreement are necessary for the protection of the business goodwill of IRCTC and are considered by IRCTC to be reasonable for such purposes. Recipient agree that any breach of this agreement will cause substantial and irreparable damages to IRCTC.
5. **Exceptions.** The Confidentiality obligations as enumerated in Article 2 of this Agreement shall not apply in following cases:
  - a) Which is independently developed by Recipient or lawfully received from another source free of restriction and without breach of this Agreement; or
  - b) After it has become generally available to the public without breach of this Agreement by Recipient; or
  - c) Which at the time of disclosure to Recipient was known to such party free of restriction and evidenced by documents in the possession of such party; or
  - d) Which IRCTC agrees in writing is free of such restrictions.
  - e) Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;
6. **Onus.** Recipient shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.
7. **Remedies.** Recipient acknowledges that any actual or threatened disclosure or use of the Confidential Information by Recipient would be a breach of this agreement and may cause immediate and irreparable harm to IRCTC or to its clients/partners; Recipient affirms that damages from such disclosure or use by it may be impossible to measure accurately; and injury sustained by IRCTC / its clients/partners may be impossible to calculate and compensate fully. Therefore, Recipient acknowledges that in the event of such a breach, IRCTC shall be entitled to specific performance by Recipient of its obligations contained in this Agreement. In addition, Recipient shall compensate the IRCTC for the loss or damages caused to the IRCTC actual and liquidated damages which may be demanded by IRCTC. Liquidated damages not to exceed the Contract value. Moreover, IRCTC shall be entitled to recover all costs of litigation including reasonable attorneys' fees which it or they may incur in connection with defending its interests and enforcement of contractual rights arising due to a breach of this agreement by Recipient. All rights and remedies hereunder are cumulative and in addition to any other rights or remedies under any applicable law, at equity, or under this Agreement, subject only to any limitations stated herein.
8. **Need to Know.** Recipient shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees and/or consultants of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the IRCTC. No information relating to IRCTC shall be hosted or taken outside the country in any circumstances.
9. **Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.

- 10. Ownership:** the confidential information is the property of IRCTC or its associates or advisors. Nothing in this agreement shall be construed as granting any property rights, by license or otherwise, to any confidential information disclosed pursuant to this agreement or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such confidential information. The recipient shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any confidential information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of confidential information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. The confidential information may pertain to prospective or unannounced products. The recipient agrees not to use any confidential information as a basis upon which to develop or have a third party develop a competing or similar product.
- 11. No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
- 12. Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
- 13. Publicity:** the recipient must not make any press or other public statements (which includes announcements and releases) relating to this agreement, the confidential information and the authorized purpose.
- 14. Forum:** the recipient shall submit to the exclusive jurisdiction of the courts in Delhi, India to adjudicate any dispute arising out of this agreement.
- 15. Communications:** Written communications requesting or transferring proprietary information under this agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

*(Recipient)*

*(Recipient's Address)*

- 16. Notices:** any notice required by this agreement or given in connection with it, shall be in writing and shall be given to the appropriate party by personal delivery or by certified mail, postage prepaid, or recognized overnight delivery services.

If to IRCTC:

Group General Manager/IT

Internet Ticketing Center, IRCTC

State Entry Road, New Delhi 110055

IF to Recipient:

*(Recipient)*

*(Recipient's Address)*

- 17. Headings:** Headings used in this agreement are provided for convenience only and shall not be used to construe meaning or intent

- 18. Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the jurisdiction of Courts and/or Forums situated at New Delhi
- 19. Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties on this subject, and supersedes all previous communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.
- 20. Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
- 21. Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 22. Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
- 23. Waiver.** Waiver by either party of a breach of any provision of this Agreement, shall not be deemed to be waiver of any preceding or succeeding breach of the same or any other provision hereof.
- 24. Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after expiration or termination of this Agreement.
- 25. Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years, Recipient shall not solicit or attempt to solicit IRCTC's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct business similar to IRCTC with any employee and/or consultant of the IRCTC who has knowledge of the Confidential Information, without the prior written consent of IRCTC.
- 26.** This Agreement is governed by and shall be construed in accordance with the laws of India.
- 27. Term.** This Agreement shall come into force on the date of its signing by both the parties and shall be valid up to **Five years**.

IN WITNESS WHEREOF, and intending to be legally bound, the duly authorized representatives of parties have executed this Agreement to make it effective from the date and year first written above.

<b>For and on behalf of IRCTC</b>	<b>For and on behalf of RECIPIENT</b>
Name of the Organization: Indian Railway Catering and Tourism Corporation Limited (IRCTC)	Name of the Organization:
Sign:	Sign:
Name:	Name:

Designation:	Designation:
<b>Witnessed by:</b>	<b>Witnessed by:</b>
Sign:	Sign:
Name:	Name:
Designation:	Designation:

## Performa of Bank Guarantee for Performance Security Deposit (PSD)-Annexure-IX

Ref.....

Date .....

Bank Guarantee No.....

To,

CMD

Indian Railways Catering and Tourism Corporation Ltd,

New Delhi – 110001.

1. Against contract vide Advance Acceptance of the Tender No..... dated ..... covering supply/ installation/commissioning of ..... (hereinafter called the 'Contract'), entered into between the CMD/IRCTC (hereinafter called the IRCTC) and..... (hereinafter called the 'Contractor') this is to certify that at the require of the Contractor we .....Bank Ltd., are holding in trust in favour of the CMD/IRCTC, the amount for Rs. .... (write the sum here in words) being 3% of the total value of contract to indemnify and keep indemnified the CMD/IRCTC against any loss or damage that may be caused or likely to be caused to or suffered by CMD /IRCTC by reason of any breach by the Contractor of any of the terms and conditions of the said contract and/or the performance thereof whether any breach of any of the terms and conditions of the said contract and or in the performance thereof has been committed by the Contractor and amount of loss or damage that has been caused or suffered by CMD /IRCTC shall be final and binding on us and the amount of the said loss or damage shall be paid by us forth with on demand and without demur to CMD /IRCTC.
2. We, .....Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfilment in all respects of the said contract by the Contractor i.e. till .....(viz. the date up to 6 months after the last date of warranty on goods/services supplied under the contract) hereinafter called the "said date" and that if any claim accrues or arises against us, .....Bank Ltd., by virtue of this guarantee before the said date, the same shall be enforceable against us ..... Bank Ltd., notwithstanding the fact that the same is enforced within six months after the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from IRCTC.
3. It is fully understood that this guarantee is effective from the date of the said contract and that we.....Bank Ltd., undertake not to revoke this guarantee during its currency without the consent in writing of IRCTC.
4. We .....Bank Ltd., further agree that the IRCTC shall have the fullest liberty, without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by IRCTC against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said contract and We .....Bank Ltd., shall not be released from our liability under this guarantee by reason of any such variation of extension being granted to the said Contractor or for any forbearance and or omission on the part of IRCTC or any indulgence by IRCTC to the said Contractor or by any other matter the effect of so releasing us from our liability under this guarantee.
5. We ..... Bank Ltd. further agree that the guarantee herein contained shall not be affected by any change in the constitution of the said Contractor.

Date.....

Place .....

Witness .....

Signature .....

Printed Name.....

.....

(Designation)

.....  
(Bank's Common Seal)