Indian Railway Catering and Tourism Corporation Ltd (A Govt of India Enterprise)

Open Tender floated for provision of online Alternate stays content in the IRCTC Portals.

<u>Corrigendum - 5: Extension of Online Alternate Stays Content Open tender and Revision of Select Tender Conditions</u>

Ref: Tender No.2017/IRCTC/PORTAL/HOTEL CONTENT II

- 1. The date and time for submission of Open Tenders for Alternate Stays is extended. The revised Last date and time for submission of Open Tenders for Alternate stays is 14.09.2017 up to 15:00 hrs
- 2. Consequent to the pre-bid meeting held at IRCTC, Corporate Office on 05.07.2017, the following revision in tender conditions are issued with reference to the Open tender floated for provision of online Alternate Stays content in the IRCTC Portals.

Sl.No	Existing tender condition	Revised tender condition
1	Clause 8	Clause 8
	SCOPE OF WORK	SCOPE OF WORK
	The successful bidder is required to supply domestic &	The successful bidder is required to supply domestic & international
	international alternate stays content via XML/API (web	alternate stays content via XML/API (web services) or white label format.
	services) or white label format. The hosting of site will be	The hosting of site will be done on www.irctctourism.com or sub domain
	done on <u>www.irctctourism.com</u> or sub domain of	of www.irctctourism.com The scope of work is as follows -
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	a) Fulfilments Support: Bidder is supposed to provide all the fulfilment of the alternate stays (Non-commercial like Hotels with Receptions) bookings done. In order to ascertain the capability of the bidder details on the following pre-requisites must be provided	a) Fulfilments Support: Bidder is supposed to provide all the fulfilment of the alternate stays (Non-commercial like Hotels with Receptions) bookings done. In order to ascertain the capability of the bidder details on the following pre-requisites must be provided

2	VIII) The fulfilment of booking will be responsibility of the service provider. In case of Non-fulfilment of booking or customer complaint IRCTC reserve right to put penalty on Service provider, which it may deem fit. Clause 8 (F) IRCTC will provide marketing support for Hotels/Alternate stays as per Annexure –VI.	VIII) The fulfilment of the booking will be the responsibility of the service provider. In case of non-fulfilment of booking or customer compliant a penalty of 15% of the transaction cost will be imposed on the service provider. Clause 8 (F) The quantum of Mailers and SMS to be sent for Alternate Stays by IRCTC will be decided in consultation with the successful bidder, as it is on payment basis with present/future third party service providers of IRCTC. The revised marketing support for Alternate Stays is detailed below as Annexure – A.
3	Clause 9 (a) Special Conditions of the Contract Price Parity and Discounting Flexibility: That IRCTC would be provided price parity with front end B2C channel of the content provider ie, Customer websites/App. It will also allow IRCTC the flexibility of discounting, under-pricing or over pricing the rates, permitting the IRCTC to offer discounts on hotel bookings e.g. vouchers to be redeemed against tickets. The bidder should be willing to build this logic in the business rule engine on our site. IRCTC may also be eligible for any promotions, cash back offers, discounts or any other promotion offers made available on the front end of the Bidder Website based on mutual understanding.	Clause 9 (a) Special Conditions of the Contract Price Parity and Discounting Flexibility: That IRCTC would be provided price parity with front end B2C channel of the content provider ie, Customer websites/App. IRCTC and the successful bidder shall mutually decide the flexibility of discounting, under-pricing or over pricing the rates, permit to offer discounts on hotel bookings e.g. vouchers to be redeemed against tickets. The bidder should be willing to build this logic in the business rule engine on IRCTC site. IRCTC may also be eligible for any promotions, cash back offers, discounts or any other promotion offers made available on the front end of the bidder website based on mutual understanding.
4	Clause 9 (m)	Clause 9 (m)
	Special Conditions of the Contract As corporate entities the Bidder shall not be eligible for cross selling of any of its products while interacting with any customers which have been introduced by IRCTC. Cross selling would be defined as Bidder's attempt to solicit	Special Conditions of the Contract As corporate entities the Bidder shall not be eligible for cross selling of any of its products while interacting with any customers which have been introduced by IRCTC. Cross selling would be defined as Bidder's attempt to solicit business from the customer of IRCTC in any manner. <i>The</i>

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successful bidder shall arrange to flag existing and new customers in their database from the date of signing of agreement. This database shall be shared with IRCTC, on demand, to have an oversight on any cross selling to new customers.

5 Clause 11 PERFORMANCE SECURITY DEPOSIT

The successful bidder shall furnish **Security Deposit** of 10 % of the Quoted Annual Price in the form of unconditional and irrevocable bank guarantee, with a validity of 12 months beyond contract period. BG drawn on any scheduled bank in favour of "Indian Railway Catering & Tourism Corporation" payable at New Delhi within a period of 30 days from the date of issue of "Letter of Award" along with acceptance letter. EMD of successful bidder will be refunded.

After 30 days of the successful completion of last chk out (booking consumed), Performance Security Deposit shall be returned to the bidder after deduction of any loss or damage which IRCTC may have suffered due to noncompliance of terms and conditions and or loss damages due to delay/negligence on the part of bidder. The request from the bidder may be sent for the same.

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

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The PSD will be 10% of the Quoted Annual Price or 10% of the Actual Business Generated whichever is higher. From the date of going live, the monthly Actual Business Generated during the succeeding 12 months will be assessed by IRCTC. Where the Actual Business Generated is more than 1 Cr during the assessed 12-month period, the successful bidder shall be required to remit 10% of the Actual Business Generated, as Security Deposit. The successful bidder shall remit the difference in Security Deposit paid and now payable to IRCTC, within a period of 10 days from the date of such intimation by IRCTC, by means of RTGS/NEFT. However, where the Actual Business Generated is less than 1 Cr during the assessed 12-month period, the amount already remitted by the successful bidder as Security Deposit, will hold good. This PSD mechanism shall be replicated for each subsequent year of contract and the decision of IRCTC shall be final and binding.

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IRCTC reserves the right to inspect establishments of the selected party.

The Bidder shall indemnify / compensate IRCTC fully in respect of losses / damages / claims / demands if any occurred due to negligence of the bidder. The loss / damage so occurred will be assessed, calculated and levied after investigation / inquiry by authorized representatives of IRCTC.

COMPLIANCE WITH OTHER ACTS: The Bidder shall be solely responsible for compliance with all labour laws which shall include all liabilities of the Provident Fund Act, ESI Act, Workmen's Compensation Act, Minimum Wages Act and other Labour Welfare Act in respect of its personnel.

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

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Clause 16

6

Termination of Contract

- a. IRCTC reserves right to terminate the contract by giving one-month notice to the bidder and in such that eventuality, the remaining reserved price on pro-rata basis will be refunded within reasonable time.
- b. In the event of defaults mentioned at Sl.No.17 below, IRCTC may issue a notice of 15 days to the bidder to remedy or make good such breach and in spite of such notice in writing, the bidder fails to remedy the breach, it shall be lawful for the IRCTC to terminate the contract. In that eventuality, the entire remaining reserved price with security deposit will be forfeited. The decision of IRCTC shall be final and binding on the bidder.
- c. The IRCTC shall be entitled to terminate the contract forthwith without any notice in case of serious and repeated defaults by bidder.

Clause 16

Termination of Contract

- a. Either party may terminate the contract by giving one-month notice to the other side and in such an eventuality, the remaining reserved price on pro-rata basis will be refunded within reasonable time.
- b. In the event of defaults mentioned at Clause 17 of tender, IRCTC may issue a notice of 15 days to the bidder to remedy or make good such breach and in spite of such notice in writing, the bidder fails to remedy the breach, it shall be lawful for the IRCTC to terminate the contract. In that eventuality, the entire remaining reserved price with security deposit will be forfeited and the bidder shall be debarred for a period of one year for future projects of IRCTC. The decision of IRCTC shall be final and binding on the bidder.
- c. The IRCTC shall be entitled to terminate the contract forthwith without any notice in case of serious and repeated defaults by bidder. In that eventuality, the entire remaining reserved price with security deposit will be forfeited and the bidder shall be debarred for a period of one year for future projects of IRCTC.

The following additional clarifications are issued with reference to the open tender.

- 1. 06 lakh tickets approx. are being booked every day in irctc.co.in aggregating to passenger count of about 10.2 lakhs handled daily.
- 2. The number of hits on irctc.co.in during Apr'17 and May'17 was 2.79 and 2.98 crores respectively.
- 3. The customer segments include 1A, 2A, 3A and sleeper class train passengers.
- 4. Of the total tickets booked, 50% of the train passengers travel in sleeper class. (2.9 lakhs during 2016-17) Hence the demand for budget hotels will be more as compared to luxury hotels.
- 5. The branding will be as "IRCTC-XXXX Alternate Stays".
- 6. Revised List of Online Inventory that will be provided by IRCTC is detailed below as Annexure A.
- 7. IRCTC Tourism Information and Facilitation Centres/Offices are available at 29 locations on pan India basis. The successful bidder shall provide banners/posters at their cost for display in these locations after obtaining prior approval of IRCTC for the design and content.

- 8. All e-ticketing and tourism sales agents shall promote the Alternate Stays on predefined TAC basis.
- 9. Dedicated numbers for Alternate Stays will be pre-defined in the IVRS of the Call centre.
- 10. The past experience of IRCTC was an average of 1.8 room nights booked per transaction with an average amount of Rs.2800/- per room night.
- 11. The average number of pass booked per ticket is 1.83 and the average size of ticket amount per ticket is Rs.1388/- during May'2017.
- 12. The quantum of Mailers and SMS to be sent for Alternate Stays by IRCTC will be decided in consultation with the successful bidder, as it is on payment basis.
- 13. No minimum business commitments shall be given by IRCTC.
- 14. Wherever cancellation charges are received from the clients, the same shall be shared with IRCTC at the rate of commission offered on new bookings.
- 15. The commission structure for Alternate Stays has been finalised in line with Industry standards.
- 16. All transactions shall be on IRCTC website and only name, age of the passengers shall be provided. IRCTC shall not stand guarantee for the passenger profile.
- 17. The tech integration will be in-house from IRCTC & CRIS and in case of delays in integration, the contract will get extended accordingly. Go-live date ie, the date from which the contract will commence will be deciding factor and that reasonable limits for integration will be provided. A calendar for the integration schedule shall be drawn up in consultation with the successful bidder.
- 18. Two separate tenders for Hotels and Alternate stays are floated to ensure segmentation and competition thereon among the stakeholders.
- 19. Annexure I is the Technical Bid and the same to be accompanied with documents as enumerated in Annexure V. Annexure I and Annexure V with relevant documents/enclosures shall be submitted in a single cover, which will comprise Packet A ie, Technical bid, duly superscribing in the cover as "Packet A, Technical Bid for Open tender for Online Alternate Stays Content". Packet B ie, Financial bid (Annexure II) shall be submitted in a separate cover. Where supplementary information is to be furnished, additional sheets can be annexed to the Technical bid.
- 20. Packet B, Financial bid can be submitted in the Bidders letter head. However, the content, as enumerated in Annexure II shall not be changed. Where it is found that the content has been changed/altered, the Financial bid shall be summarily rejected. Alternately Annexure II can be downloaded, filled up and submitted also. No additional sheets shall be annexed to the financial bid. The Financial Bid shall be submitted in a separate cover, duly superscribing in the cover as "Packet B, Financial Bid for Open tender for Online Alternate Stays Content".
- 21. Commission will be on base price only and GST will be applicable on the commissions.

- 22. The successful bidder shall display the overall ratings of the Hotel in the portal, as it helps users make an informed decision before doing a hotel transaction. This will also make IRCTC a tremendously user friendly site for hotel booking. Reviews written by customers shall also find mention in the portal apart from integrating them in the overall ratings.
- 23. The booking profile of any company depends upon their offerings and quality and does not reflect actual demand and is bound to differ from one company to another company based at other geographical spreads. Hence it is subjective and the concept of top destinations that drive the majority of bookings is misplaced.
- 24. For all Alternate Stays booking transactions, IRCTC will only provide name, age, gender and that IRCTC will not stand guarantee for the passenger profile.
- 25. The payment options will depend on the mode of transactions opted by the successful bidder in consultation with IRCTC.
- 26. All other tender conditions remain the same.

List of Online Inventory that will be provided by IRCTC

Portal/App	Alternate Stays
irctc.co.in	Home page
	1.One Tab
irctctourism.com	Home page
	2.One Tab
	Under Accommodation Tab
	3.390X360mm Banner on flip mode
air.irctc.co.in	Home page
	4.One Tab
	Air tkt confirmation page
	5.320X130mm Banner on flip mode
IRCTC Rail	Alternate stays booking option in main menu
Connect App	
Tourism App	Banner on Home page - flip mode
Air App	

Note - The above online inventory and its placement on the portals is tentative and subject to changes/revisions on account of changes/alterations that may be incorporated on the afore mentioned portals over a period of time.