



INDIAN RAILWAY CATERING & TOURISM CORPORATION LIMITED
(A Govt. of India Enterprise (Mini Ratna Category-I) under Ministry of Railways)
“CIN: L74899DL1999GOI101707”

Website: www.irctc.com

E-TENDER DOCUMENT

(E-Tender No. 2022/IRCTC/SER/Consultancy for Digital Data Monetization)

**E-Tender for Appointment of Consultant for Digital Data
Monetization of Indian Railway/IRCTC**

SECTION-I: NOTICE INVITING E-TENDER

Sub: Notice Inviting Tender (NIT) for Open E-Tender for Appointment of Consultant for Digital Data Monetization of Indian Railways/IRCTC (E-Tender No. 2022/IRCTC/SER/Consultancy for Digital Data Monetization)

Indian Railway Catering and Tourism Corporation Limited (referred as 'IRCTC') invites Open E-Tender for Appointment of Consultant for **Digital Monetization of Indian Railways/IRCTC** on the terms & conditions prescribed in the tender document.

Tender Title	E-Tender for Appointment of Consultant for Digital Data Monetization of Indian Railways/IRCTC
Mode of Tender	Open E-Tender
Type of Offer	Two-Packets – Technical Bid and Financial Bid Packets
Last date and time of tender submission	29.08.2022 up to 1500 Hrs
Date and time of Opening of E-Tender (Technical Bid Packet)	29.08.2022 at 1530 Hrs
Last date and time of acceptance of Pre-bid queries	10.08.2022 up to 1500 Hrs. All pre-bid queries must be sent through e-mail to ggmsservices@irctc.co.in
Date, Time of Online Pre-bid Meeting	12.08.2022 @ 1200 Hrs , link for the online pre-bid meeting shall be shared with the interested bidders who send interest of participation to ggmsservices@irctc.co.in
Earnest Money Deposit	Rs. Two Lakhs only
Address for correspondence	Group General Manager/Services, M-13, 2 nd Floor Punj House, Connaught Place New Delhi – 110001
Cost of E-Tender	Nil

1. Bidders are required to deposit EMD of Rs. 2 Lakhs (RupeesTwo Lakhs) Only through e-tender website <https://www.tenderwizard.com/IRCTC> , itself prior to submission of e-bid offer. Offers without EMD will be summarily rejected.
2. The bids will consist of two-packet system i.e. Technical and Financial Bids. Technical Bids will consist of Technical and other conditions as laid down in tender document. Financial bids shall consist of the financial aspects as per conditions laid down in the tender document.
3. The bid shall remain open for acceptance for **180 days** from the date of opening of tender, or as extended by the bidder on request of IRCTC.
4. IRCTC reserves the right to reject any/all E-tenders without assigning any reason thereof.
5. The Notice Inviting Tender (NIT), Instructions to Bidders, Special Conditions of Contract (SCC), E-Tender Schedule, and General Conditions of Contract (GCC) shall form part of the **Tender Documents**. This document consists of **64 pages** including 'Table of Content' pages and Cover page.

For and On behalf of

**Group General Manager/Services,
IRCTC LTD.**

Disclaimer

- 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 advisors, 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.
- This request for Bid document is not an agreement and is not an offer or invitation by IRCTC to any party other than (Bidders) the applicants who are qualified to submit their proposals to IRCTC.
- The objective of the Bid document is to provide the prospective Bidder(s) with all the relevant information to assist the formulation of proposals or Bids.
- The Bid document may not be apposite for all persons interested in bidding as it is not possible for the IRCTC or any of their employees or advisors to take into consideration the financial and investment objectives, financial situation as well as specific needs of each party who reads or uses this Bid document.
- The prospective bidders should conduct detailed analysis and study for authenticating the accuracy and completeness of the information provided in the Bid document and wherever necessary obtains independent opinion from appropriate sources.
- The IRCTC, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations about the accuracy, reliability or completeness of the bid document.
- The IRCTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Bid document.
- **Number of Proposals:** No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application individually, as the case may be.

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SECTION-II: INSTRUCTIONS TO BIDDERS

Indian Railway Catering and Tourism Corporation Limited (referred as 'IRCTC') propose to obtain E-Tender for Appointment of Consultant for Monetization of digital data of Indian Railways in the tender document.

1. General

- a) This E-Tender Document can only be viewed at <http://www.irctc.com> and <https://www.tenderwizard.com/IRCTC>, and will be submitted/received online at <https://www.tenderwizard.com/IRCTC> only.
- b) EMD shall be paid through e-tendering website <https://www.tenderwizard.com/IRCTC>. In case of non-submission of the said EMD, the bid will be summarily rejected. It may be noted that **EMD of Rs. 2 Lakhs is to be deposited mandatorily.**
- c) To participate in the E-Tender, it is mandatory for the bidders to register themselves with M/s ITI without any payment on the website <https://www.tenderwizard.com/IRCTC>. It may be noted that **Class-III Digital Signature is required for submission of the bid.** A detailed procedure for bidding is placed at <https://www.tenderwizard.com/IRCTC>.
- d) All bid documents shall be signed by the tender signing authorized signatory of the bidder.
- e) All bid documents to be uploaded by the bidder on www.tenderwizard.com/IRCTC must be digitally signed.
- f) Corrigendum/Addendum to this tender, if any, shall be published on website www.irctc.com and www.tenderwizard.com/IRCTC. No Newspaper/press advertisements or other means of communication shall be issued/made for the same.
- g) Incomplete tenders are liable to be rejected.
- h) For any difficulty in downloading & submission of tender document at website www.tenderwizard.com/IRCTC, please contact helpdesk no. 011-49424365, 8800115628/08076206940.
- i) The intending bidders are advised to study e-tender conditions of the tender and make themselves conversant with their contents governing the agreement and shall form integral party thereof.
- j) **Acceptance of Terms & Conditions:** The bidder will, by taking participation in the bidding process and submitting the bid documents, be deemed to have thoroughly read, studied and understood the bid documents including scope of work, the terms and conditions, instructions, etc. referred there in and the same are acceptable to the bidder.
- k) **Number of Proposals:** No Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application individually, as the case may be.

2. Contents of Bid

This E-tender is based on Two-packet system i.e. Technical Bid and Financial Bid.

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

- a) ‘TENDER OFFER FORM’ duly filled-in as per the format specified in [Annexure-I](#) under [Section-III: Special Conditions of Contract \(SCC\)](#) of this tender.
- b) All the documents, duly filled in as per prescribed format, specified in [Annexure-II: Document Checklist and Format \(Technical Bid\)](#) under [Section-III: Special Conditions of Contract \(SCC\)](#) of this tender.
- c) Document Checklist duly filled /submitted electronically on the portal by the bidder as per instruction to bid and guidelines on the tenderwizard portal

2.2. **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) **Financial Bid** as per format mentioned under [Section-IV: FINANCIAL BID](#) of this tender. The Financial bid is to be submitted electronically in accordance with the instructions and terms given in this tender document.

Note:

1. Bidder shall clearly specify its participation in either parts of the bid (Project A or Project B) or both parts of the bid (Project A & Project B).
2. Evaluation for Project A and Project B will be done separately.
3. In case bidder participates in both the Projects (A & B) of the bid, then, the Technical Proposal will be common for Project A and Project B.
4. The bidder shall submit financial proposals separately for Project A and Project B, if participating in both the projects of the bid.
5. The offers shall be evaluated based on the rate quoted by each bidder, and the same shall be used for determining the inter-se ranking project wise.

3. Bid Validity

- 3.1. 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. IRCTC shall always be at liberty to reject or accept any offer at its sole discretion and any such action will not be called into question and the bidder shall have no claim in that regard against the IRCTC.
- 3.2. The offer shall be kept valid for acceptance for a period of minimum **180 (One hundred and Eighty)** days from the date of opening of this e-tender.
- 3.3. 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.

4. Pre-bid Meeting

- 4.1. All pre-bid queries must be sent through e-mail to ggmsservices@irctc.co.in in Excel sheet (.xls or .xlsx) as per format given below.

Company Name:		M/s				
S.No.	Name and number of section /annexure /Pg. 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 not to reply any query received after schedule date and time during Pre bid meeting.

- 4.2. Bidders may submit their last query within **2 days** after pre bid meeting in writing.
- 4.3. Response to queries received as above shall be uploaded on e-tendering website. IRCTC reserves the right to accept / reject requests of changes in specification/ clauses of tender. However, IRCTC also reserves the right to amend any specification/ clause of tender prior to the bid submission deadline. Corrigendum or addendum regarding this Tender, if any, will only be published on the e-tendering website.

5. Rates

- 5.1. Bidder are required to quote the rates with all applicable taxes. Nothing extra will be paid over and above quoted rates.
- 5.2. IRCTC may waive any minor non-conformity, or irregularity in a bid that does not constitute a material deviation, provided such waive does not prejudice or affect the relative ranking of any bidder.
- 5.3. Prior to the detailed evaluation, IRCTC will determine whether each bid is complete, and is substantially responsive to the bidding document. For purpose of this determination, a substantially responsive bid is one that conforms to all the terms, conditions, and specifications, both technical and financial, of the Tender documents without material deviations, exceptions, objections, conditionality, or reservations. A material deviation, exception, objection, conditionality, or reservation is:
- One that limits in any substantial way the scope, quality, specifications, or performance of the products/material/stores/services.
 - One that limits in any substantial way that is inconsistent in the Tender documents, the Purchaser (IRCTC) rights, or the bidder's obligations under the contract.; and
 - One that the acceptance of which would unfairly affect the competitive position of other bidders who have submitted substantially responsive bids.

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

6. Earnest Money

- 6.1. Bidder are required to deposit EMD through the e-tendering website <https://www.tenderwizard.com/IRCTC>. In case of non-submission of the said EMD, the bid will be summarily rejected.
- 6.2. The Earnest money shall remain deposited with IRCTC for a period of **180 days**, or as extended further by bidder on request of IRCTC, from the date of opening of E-Tenders.

6.3. The EMD deposited is liable to be forfeited, if the bidder withdraws or amends, impairs or derogates from the E-tender in any respect within the period of validity of his offer.

6.4. The EMD of the successful bidder will be returned only after the Security Deposit as required is submitted by the successful bidder.

6.5. The EMD of unsuccessful bidders will be return on finalisation of the tender.

7. Interest on amount

No interest shall be payable by IRCTC on EMD, Security Deposit or any other amount payable by IRCTC to the bidder under the contract.

8. 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. E-tenders, which are not complete in all respects as stipulated above, may be summarily rejected.

9. Language of Proposals

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

10. 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.

11. Discrepancies:

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

1. Notice Inviting E-Tender
2. Instructions to the Bidders
3. Financial Bid
4. Technical Bid
5. Special Condition of Contract (SCC)
6. General Condition of Contract (GCC)

12. Evaluation of Bids

The entire process of evaluation of offers shall be in following two stages:

12.1. Stage-I: Technical Evaluation

- a) The Technical bids of all the offers that are received within date and time mentioned in this tender document shall be opened on due date and time.
- b) Bid(s) that does not comply with the '**Qualification Criteria for the Bidder**' shall be considered as technically dis-qualified.

12.2. Stage-II: Financial Evaluation

- 12.2.1. The financial bid of only those bidders shall be opened who are shortlisted in **Stage-I** as technically qualified.

12.2.2. The date and time of the opening of the Financial Bid shall be intimated to the shortlisted bidders and shall be opened at such appointed date and time.

12.2.3. Bids that are found in order shall be taken up for commercial evaluation as per criteria given below:

- a) For the purpose of relative ranking of bids, Financial bid with the lowest value of '**Total Bid Amount**' specified in **Section-IV: FINANCIAL BID** shall be considered as lowest evaluated bid and termed as **L1 bid**.

12.2.4. Both the bids, Technical and Financial, will be opened electronically and will be immediately available on tender uploading site for viewing to bidders. However, if bidders wish they may remain present in IRCTC at the time of electronic opening of bid.

12.3. Clarifications/Presentations

As part of Technical evaluation process, IRCTC reserves the right to ask the bidder for clarification / submission of documents/ to do a presentation at IRCTC on the offered products & solutions which shall inter-alia include skill-sets, support services, tie-up with OEMs, project implementation plan etc. including other tender conditions within **7-days** of such intimation from IRCTC in writing.

In case of failure by the bidder as per requirements within the stipulated period, IRCTC reserves the right to take decision on the suitability of the bid offer on the basis on the available documents. However, no change in the price/ Specifications /change of model or make etc. or substance of the E-tender shall be sought, offered or permitted, in response.

SECTION-III: SPECIAL CONDITIONS OF CONTRACT (SCC)

1. Background

1.1. About Indian Railways

Indian Railway operates the fourth-largest network in the world, with a spanning of over 1.2 Lakh Km across the country. Today, with over 14 Lakh employees, Indian Railways is the world's seventh-largest employer. Indian Railway caters to various services to the public such as:

- Passenger services
- Freight services
- Parcel carrier
- Catering and tourism services
- Parking lot operations
- Other related services

IR is divided into 18 zones, headed by general managers who report to the Railway Board. The zones are further subdivided into 71 operating divisions, headed by Divisional Railway Managers (DRMs). The divisional officers of the engineering, mechanical, electrical, signal and telecommunication, stores, accounts, personnel, operating, commercial, security and safety branches report to their respective DRMs and are tasked with the operation and maintenance of assets.

IR is a major shareholder in 16 Public Sector Undertakings (PSU) and other organizations that are related to rail transport in India.

1.2. About IRCTC

Indian Railway Catering and Tourism Corporation Ltd. has been set up by the Ministry of Railways (Railway Board) to professionalize and upgrade railways services with PPP (Public-Private Participation). IRCTC, with the assistance of CRIS, have launched On-line ticketing facility www.irctc.co.in. This is a very prestigious project which was started by the Railway Ministry in order to full fill the latent demand of Railway customers, boost the country's tourism and to promote our culture. It acts as only medium for online RAIL reservations, tour packages, hotels etc. IRCTC has led the category of travel E-commerce with the largest transaction share and dollar share.

1.3. About CRIS

Ministry of Railways established Centre for Railway Information Systems (CRIS) in 1986 as the umbrella organization for all computer activities on Indian Railways (IR). CRIS is a project oriented organization engaged in development of major computer systems on the Railways. Our presence across the country gives us global reach and a vast rollout support capability. Together with our formidable team of high-calibre ICT professionals we have successfully positioned ourselves at the vanguard of the global IT services revolution. With such a rich practical experience, a dedicated team of professionals and its own R&D effort, CRIS aims to be a leader in this fast developing field. CRIS provides consulting and IT services to Indian Railways - as partners to conceptualize and realize technology driven business transformation initiatives.

1.4. About Passenger Reservation System (PRS)

One of the major applications of Indian Railways is the Passenger Reservation System (PRS). Reserved travel by Indian Railways is facilitated by the Passenger Reservation System (PRS). PRS provides reservation services to nearly 2 million passengers a day on over 2500 trains running throughout the country. The PRS Application CONCERT (Country-wide Network of Computerized Enhanced Reservation and Ticketing) is the world's largest online reservation application, developed and maintained by CRIS. The system currently operates from 4 Data centers. These datacenters are connected together by a core IP network that enables universal terminals across the entire country, through which the travelling public can reserve a berth on any train, between any pair of station for any date and class. Currently there are more than 7000 terminals installed at more than 2000 points of presence across the Country, which are connected to the datacenters using a state-of-the-art IP based terminal network.

1.5. About 139 and Rail Madad

The enquiry related to Passenger reservation, unreserved ticketing, Freight and Parcel queries etc. are available on call and IVRS on number 139 of Indian Railways. The enquiries are available in Hindi, English and different regional languages on 139.

1.6. About Next Generation E-ticketing (NGeT) System

NGeT is the enhanced version of IRCTC E-ticketing web site launched in April, 2014 to provide on-line train ticket booking facility for Indian Railways passengers with at the comfort of their home. NGeT was developed in collaboration with CRIS and hosted at Internet Data Centre facility at CRIS HQ in Chanakyapuri, New Delhi. The objective of NGeT system is to implement better technology improving upon the features on IRCTC ticketing website, cater to users growing demand to book tickets during peak and non-peak hours.

1.7. About IRCTC Tourism Portal

IRCTC also provides the Tour packages, Airlines ticket booking, Special trains, The Maharaja's Express, Hotel booking, retiring room booking, e-catering and other services through its portal www.ircetourism.com

Note: Refer [Annexure-II: Document Checklist and Format \(Technical Bid\)](#) of SCC for complete list of documents that needs to be submitted by the bidder as part of 'Technical Bid Packet' for evaluation of bidder against 'Qualification Criteria for the Bidder' as laid above, as per bid evaluation process described in '[Clause 12: Evaluation of Bids](#)' under [Section-II](#)

2. Scope of Work

The project comprises of two (02) distinct Parts - Project A & Project B as given below:

2.1. Project A:

2.1.1. Objective:

Indian Railways generates enormous significant data which has a scope for several opportunities for monetization of digital data. Indian Railways desires to monetize the data in customer/vendor applications and internal applications of Indian Railways by conducting various businesses with both Govt. and Private Sectors viz Tours and travels, Hotel, Financing, Infrastructure development, Insurance Sector, Health Sector, manufacturing Sector, Shipping, Aviation, Port Developers, Container Operation, Mining, Energy, etc. for generating revenues and also to enhance facilitation and further improve the services.

For this purpose IRCTC wishes to engage a consulting firm on behalf of Indian Railways to Study, Analyse and Review of all data related to public facing and vendor applications, websites of all Indian Railways, PSUs & Other Units and provide Road Map, effective Monetization Business Strategies for monetization of Digital Data of Indian Railways.

2.1.2. The Scope of Work for Project A: For study of Monetization of Digital Data of Indian Railways(IR) .

1. The Consultant will be provided with the details of applications and the data collected thereon, for conducting the study for Monetization of Digital Data of Indian Railways.
2. Shall study the data of Passenger, Freight & Parcel business of Indian Railways such as PRS, NGeT, NTES, UTS, Rail Madad, FOIS, TMS, e-CRM, PMS, etc.
3. Shall study vendor related data from applications of Indian Railways viz. IREPS, VMS, IPAS, etc.
4. Shall study the customer data captured by Indian Railways which includes basic data of individual passenger/customers of Freight, Parcel and other public facing application like: Name, Age, Mobile No., Gender, address, E-Mail ID, No. of Passenger, Class of Journey, Payment Mode, Login/Password, etc.
5. Shall study the digital data systems which generate behavioural data i.e. Flow of Passengers across the O-D pairs, Class of Journey, Frequency of Journey, Travel time, Booking time, Age Group and Gender, Payment Mode, No. of Destinations, Booking Modes etc.,

6. Shall carry out in-depth analysis to identify and prioritize opportunities and projects in line with strategic objectives of various departments.
7. Shall review pipeline of existing and upcoming projects to identify suitable projects (prioritized as per select parameters) to be implemented on fast track mode.
8. Shall study various Acts or laws including IT Act 2000 and its amendments, User data privacy laws including GDPR (General Data Protection Regulation) and current 'Personal Data Protection Bill 2018 of India, and accordingly propose the business models for monetization of Digital Assets.
9. **Consultant Shall:**
 - a) Aggregate data captured by Indian Railways
 - b) Segregate magnetisable data sets conforming to the extant legal provisions;
 - c) Identify market potential internationally for the specific data sets
 - d) Establish procedures & protocols for long term Monetization of Digital Data of Indian Railways;
 - e) Handhold in Monetization of Digital Data of Indian Railways.
10. Prepare a road map for data monetization of the digital data collected at various customer facing and vendor related Applications which includes Zonal Railways, Divisions, other Units like CRIS, PSUs like IRCTC, Railtel, etc.
11. Project the monetization potential of digital data available with Indian Railways in customer applications and internal applications, through various businesses of both Govt. and Private Sectors, viz., Tours and travels, Hotel, Financing, Infrastructure development, Insurance Sector, Health Sector, manufacturing Sector, Shipping, Aviation, Port Developers, Container Operation, Mining, Energy, etc. to generate revenue and also enhance facilitation and further improve the services
12. Create comprehensive framework for analysing various parameters of an investable project and identify large 'Marquee Projects' in innovation driven sectors. The projects need to be marketable and need to have strong demand in the Industry.
13. Create a framework to prioritize the long list of projects on parameters like investment potential, ecosystem benefits and other strategic priorities.
14. Create monetization strategy to suggest models that will ensure that maximum value realization / investments can be secured by the Government.
15. Shall undertake global benchmarking for each prioritized project to bring out learnings / global best practices that can improve chances of success.
16. Identify 'Low hanging Fruits' across the Industry which can be targeted on a priority.
17. Identify measures for ensuring long term financial sustainability and hand-holding in mobilisation of funds, low-cost or otherwise, through innovative sources.
18. Suggest Financial implications, create Innovative financing strategies and establish an effective governance framework.
19. Ascertain the legality and extent of Monetization of Digital Data of Indian Railways before the potential is delved into.

20. Advice Indian Railways on how to monetize data available at all levels of the organisation as well as undertakings under the Ministry of Railways while staying within the existing laws & Supreme Court Judgements.

2.1.3. Timelines & Deliverables for Project A:

Duration of the Project A assignment shall be 6 months, divided in two phases:

1. Phase I: Preparation and submission of Draft Detailed Project Report (DPR).
2. Phase II: Acceptance of Final DPR.

2.1.4. Payment Schedule for Project A:

1. There shall be no advance payment under this contract.
2. 50% of the total contract price will be paid after preparation and submission of Draft DPR for Monetization of Digital Data of Indian Railways by the Consultant & satisfactory acceptance of the same by IRCTC/IR and submission of proper invoice.
3. Rest 50% of the total contract will be paid after acceptance of Final Detailed Project Report (FDPR) for Monetization of Digital Data of Indian Railways by the Consultant & satisfactory acceptance of the same by IRCTC/IR and submission of proper invoice.

2.2. Project B:

2.2.1. Objective:

IRCTC is a reservoir of huge amount of digital data which opens several opportunities for IRCTC for monetization. IRCTC wishes to leverage its data assets and market position to drive strong growth in revenues. This can be achieved by improving customer experience, expanding the portfolio of products being offered to the customers and/or by developing new business-lines and partnerships. IRCTC envisages a revenue generation potential of Rs.1000 Cr through Monetization of its Digital Assets.

IRCTC wishes to engage a consulting firm to help in identification, design, and development and roll- out of data monetization opportunities.

2.2.2. The Scope of Work for Project B: For Monetization of IRCTC Digital Assets:

- Bidder shall Identify, Design, Develop, Build Strategy and Roll- Out of Data Monetization opportunities, for Monetization of IRCTC Digital Assets.
- Bidder shall keep in mind the IRCTC envisaged revenue potential for three years while setting up the vision for Data Monetization, Development Strategy, Implementation Plan and execution of the plan thereupon.
- Bidder shall advice IRCTC how to monetize data available and implement strategies while staying within the existing laws & Supreme Court Judgements.

1. Vision for IRCTC

- a) Define the vision statement for IRCTC data monetization
- b) Outline potential transformative business shifts that will happen with this program
- c) Frame how internal and external data can be monetized alone or in partnership with other organisation(s).

2. Opportunity Identification And Prioritization

- a) Identify opportunities and use cases that IRCTC can pursue for increasing its revenues. The opportunities can be pursued by IRCTC on its own, or in partnership with other players. The opportunities can be completely new or significant enhancement of the existing opportunities that IRCTC is already pursuing
- b) Outline a structured approach and evaluation criteria to prioritize the opportunities (to be referred to as use cases here after)
- c) Estimate the potential value creation opportunity for the identified use cases
- d) Prioritize use cases based on ease of execution and potential value
- e) Create implementation roadmap/ schedule of prioritized use cases in three phases
- f) Design plan for use case pilot roll out - including KPIs to measure the success of pilots

3. Analytics Design and Build-Out

- a) Develop the use cases – analytics algorithms, data marts and data pipeline, UI/UX etc. as per the roadmap and across each phase
- b) Leverage agile approach to build the use cases in each phase, starting with a Minimum Viable Product (MVP) and building and improving it in sprints
- c) Conduct pilots, if necessary, with MVP and incorporate the business and technical learnings in subsequent prints
- d) Outline the approach from Minimum Viable Product to industrialization journey
- e) Scale use cases and implement in IRCTC environment in along with right change management
- f) Formulate and implement the business approach to ensure true value from use cases are delivered
- g) Define KPIs and success metrics for the use cases and set-up a strong performance tracking mechanism for the use case (both at pilot and at scale)

4. People & Organisation

- a) Create an organizational structure needed to support the transformation including IRCTC and Vendor Team
- b) Define roles and designing job descriptions of critical resources to run and operate the team
- c) Identify list of possible vendors who can support the program
- d) Include plan of hiring and on boarding of resources (for IRCTC and vendor) in roadmap and execution phase
- e) Support hiring and on boarding the team members as per the road map

5. Partnerships And Business Set-UP

- a) Identify use cases where partnership is applicable/ needed to execute the use case
- b) List out possible partners needed to execute the use case
- c) Prepare all activities need to enter such kind of partnership
- d) Develop roles and responsibilities between IRCTC and Partner to execute the use cases
- e) Execute partnerships needed to implement the use-cases
- f) Define the corporate structure needed to support the use-case; if needed, help set up a distinct business entity

6. Data Strategy

- a) Develop detailed to-be architecture design for the program
- b) Design the overall Data Model needed for prioritized use case

- c) Identify possible software (components) needed to implement the architecture
- d) Develop the plan for implementation of architecture as per use case/ phase and design and incorporate into the overall implementation roadmap
- e) Implement the data architecture as per plan
- f) Develop and implement data governance approach and data security strategy

7. **Technology Enablement**

- a) Perform sizing of infra and identify infra needed for each phase (based on use cases of each phase)
- b) Identify hardware requirement
- c) Provide list of vendors for hardware and software (as per components in architecture)
- d) Identify vendor/ SI to implement the infra for IRCTC
- e) Outline roadmap to set up/ deploy required infra and required components as per use cases of corresponding phase and incorporate into overall roadmap
- f) Work with vendor to setup/ deploy infra as per roadmap

8. **Change Management**

- a) Develop new ways of working for IRCTC
- b) Define and implement change management process
- c) Formulate activities of change management for each use case or phase and incorporate in overall roadmap/ implementation plan
- d) Drive change management while executing use cases on ground to realize the business outcomes.

9. **Handover**

Finally, the new resources must be assisted to take over the execution completely. The consulting firm should follow **Build-Operate-Transfer (BOT)** approach for IRCTC.

- a) Train and ramp up the resources on the work and perform a smooth handover
- b) Develop detailed business and functional documentation for each use case
- c) Create a work plan for BOT and highlight all risks involved in the transfer
- d) Develop SOP for knowledge transfer for pre-identified critical areas

10. The implementation strategies of Bidder shall comply with various Acts or laws including IT Act 2000 and its amendments, User data privacy laws including GDPR (General Data Protection Regulation) and current 'Personal Data Protection Bill 2018 of India, and accordingly propose the business models for monetization of Digital Assets.

11. Bidder shall ascertain the legality and extent of Monetization of Digital Data of IRCTC before the potential is delved into.

12. Bidder shall also take into consideration the Government policies/guidelines and requisite approvals, if any, while proposing the project execution and implementation procedures.

2.2.3. **Timelines & Deliverables for Project B:**

- 1. Duration of the assignment shall be 18 months, divided into two parts.

Part I: Setting up IRCTC vision for data monetization and developing strategy & implementation plan.

Part II: Supporting in execution of the aligned strategy.

2. Deliverables are divided into two categories viz 1. New Use Cases & 2. Improvement of IRCTC Existing Use Cases.
3. Key deliverables will be linked to Milestone Achievement. Bidder shall keep in mind the IRCTC envisaged revenue potential for three years while setting up the vision for Data Monetization, Development Strategy, Implementation Plan and execution of the plan thereupon.

#	Key deliverables	Estimated Time for T* + months	Milestones
Part I - Setting up IRCTC vision for data monetization and developing strategy & implementation plan			
i.	Inception report Inception report including: <ul style="list-style-type: none"> • Data sources, data structures, existing data architecture and available analytics modules • Detailed approach and work plan 	T + 1 month	Milestone 1 achievable in T + 6 months
ii.	Use Case Prioritization Design document covering: <ul style="list-style-type: none"> • Prioritized use cases (new use cases and improvement of IRCTC existing use cases) shall project revenue generating potential. • Implementation roadmap/ schedule for prioritized use cases • Plan for use case pilot roll out - including KPIs to measure success 	T + 2 months	
iii.	Team, Process and Roadmap Design document covering: <ul style="list-style-type: none"> • Team structure (including vendor) and team member/ vendor capabilities for sustaining data monetization solutions • Schedule for on boarding of resources (including vendor resources) • Change management plan and key success factors 	T + 3 months	
iv.	Data, Infra Roadmap, Partnerships & Final Report Design document covering: <ul style="list-style-type: none"> • Detailed 'to-be' architecture design (based on prioritized use cases) for the program and implementation schedule (including data governance, data quality etc.) • Overview of the data model design and MDM approach • Infra sizing, detailed out infra/ hardware (including all sizing/ configurations and tools) requirements for implementing use cases, and schedule for procurement/ implementation in line with use case implementation • List of hardware vendors • List of cyber security tools/solutions • Partnerships needed to implement the identified use-cases 	T + 6 months	

	Final strategy and implementation plan including IRCTC & stakeholders' comments. Final report shall mean submission of two sets of spiral-bound reports along with soft copies covering strategy blueprint, key recommendations, detailed action plans, and roadmap for each of the initiatives for final acceptance by IRCTC. The Final Report shall clearly indicate the projection of revenue generating potential for all the selected use cases.		
Part II- Supporting in execution of the aligned strategy			
i.	Pilot Execution in 3 phases The prioritized use cases shall have projected revenue potential as provided above by the bidder in part 1 and shall be rolled out in 3 pilot phases. Consultant shall help in implementation of prioritized initiatives, including quick-wins (as per the roadmap) <ul style="list-style-type: none"> • Set up/deploy required infra and required components as per use cases of corresponding phase • Develop the algorithm/ logic for each use case • Detail out the Data Model design, build Data Mart and pipeline for use cases • Create partnership for pilot with identified partner (if required in use case) • Roll out pilot for each use case in agreed test/ control samples and monitor results 	T + 7 to T + 12 Months Exact timelines for implementation of use cases to be mutually aligned in T+6 month	Milestone 2 achievable in T+ 12 months
ii.	Full scale successful roll-out of selected piloted use cases After successful pilot of the use cases, consultant shall help in full scale implementation and roll-out of the use cases, including quick-wins (as per the roadmap) and driving top line impact. <ul style="list-style-type: none"> • Boost / enhance the infra, components, Data Mart and Pipeline set-up during pilot, if required. • Refine the algorithm/ logic for full scale roll-out • Roll out the full scale use case and monitor results Full scale roll out of the use cases must have a revenue potential as per the projection given above in part 1.	T + 13 month onwards. Exact timelines for full scale Implementation of use cases to be mutually aligned in T+12 month, and may be refined basis use case pilots.	Milestone 3 achievable in T + 18 months

***T= Date of Acceptance of Work Order (start date)**

2.2.4. Contract Term:

1. The initial contract period will be for 18 months unless terminated earlier or as per the contract.
2. The contract may be extended for a further period of 18 months as per the requirement, subject to satisfactory performance and upon the mutual consent of the bidder and IRCTC.
3. **Bidder shall quote the total Bid value for 18 months only.**

2.2.5. Payment Schedule for Project B

There shall be no advance payment under this contract. The payment structure will be as follows:

1. 80% of the total bid value will be paid for the new use cases and 20% of the total bid value will be paid for the improvement of IRCTC existing use cases over and above the IRCTC baseline revenue (Annexure-VI).
2. Revenue generated through any new use case undertaken by IRCTC during the project period, but not included in the Bidder's report and not implemented by the Bidder, will not be considered as revenue generated by Bidder's use cases.
3. **Milestone-Linked Payment:** Total Bid Value will be paid in three (03) instalments for each category, subject to successful completion of each milestone, which will be distributed in 80:20 ratio, as mentioned above at point no. 1, in the following manner:

- i. **Milestone-Linked Payment for New Use Cases: 80% of the total Bid Value will be paid for New Use Cases executed and implemented by the Bidder in the following manner:**

#	Milestone	Payment Terms (as % of total bid value)
1 st Instalment	Milestone -1: Submission of Inception report, New Use Case Prioritization, Team, Process, Partnership Roadmap, Infra Roadmap, Submission of Final Report & Data Model Design	20% Payment of 80% of total Bid Value will be made on achievement of milestone -1 for the New Use Cases.
2 nd Instalment	Milestone – 2: Pilot execution of all the New Use Cases of all the three (03) phases with a revenue generation of at least 10% of total revenue projected by the Bidder.	35% Payment of 80% total Bid Value will be made on achievement of milestone – 2 for the New Use Cases.
3 rd Instalment	Milestone – 3: Full scale execution and launch of all New Use Cases with a revenue generation revenue of at least 40% of total revenue projected by the Bidder.	45 % Payment of 80% of total Bid Value will be made on achievement of milestone – 3 for the New Use Cases.

- ii. **Milestone-Linked Payment for Improvement of IRCTC existing Use Cases: 20% of the total Bid Value will be paid for improvement of IRCTC existing Use Cases executed and implemented by the Bidder, in the following manner:**

#	Milestone	Payment Terms (as % of total bid value)
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1st Instalment	Milestone -1: Submission of Inception report, improvement of IRCTC existing Use Case Prioritization, Team, Process, Partnership Roadmap, Infra Roadmap, Submission of Final Report & Data Model Design	20% Payment of 20% of total Bid Value will be made on achievement of milestone -1 for improvement of IRCTC existing Use Cases.
2nd Instalment	Milestone – 2: Pilot execution of all the Use Cases for improvement of IRCTC existing Use Cases of all the three (03) phases and generation of revenue of at least 10% of total revenue projected by the Bidder over and above the baseline.	35 % Payment of 20% total Bid Value will be made on achievement of milestone – 2 for improvement of IRCTC existing Use Cases.
3rd Instalment	Milestone – 3: Full scale execution and launch of all Use Cases for improvement of IRCTC existing Use Cases of all the three (03) phases and generation of revenue of at least 40% of total revenue projected by the Bidder over and above the baseline.	45 % Payment of 20% of total Bid Value will be made on achievement of milestone – 3 for improvement of IRCTC existing Use Cases.

- iii. In any case, total payment to Consultant i.e. Total Bid Value shall not be more than 10% of total profit earned from New cases and improvement of existing use cases during contract period.

4. Bonus Fee

- i. **New Use Cases:** If the total revenue generated through the New Use Cases implemented by the Bidder is more than Rs. 800 Cr within 18 months, then, 3% of the incremental revenue will be paid to the Bidder as Bonus Fee.
- ii. **Improvement of IRCTC Use Cases:** If the total revenue generated through improvement of IRCTC Use Cases is more than Rs. 200 Cr. over and above the IRCTC Baseline Revenue within 18 months, then, 3% of the incremental revenue will be paid to the Bidder as Bonus Fee

3. Eligibility and Qualification criteria:

- 3.1. Consortium bidding is not allowed.

- 3.2. In line with the above, the bidder shall fulfill the following criteria to be eligible to participate in the combined technical and financial bidding process.

SN	Qualification Criteria for the bidder	Credentials to be provided by the bidder
1.	The Bidder must be an established Private/ Public company registered under Indian Companies Act and should be in existence for at least 5 years as on the date of opening of bid.	Copy of Certificate of Incorporation, and Certificate consequent to change of name, if applicable.
2.	Bidder must be registered with appropriate authorities for all applicable statutory duties/taxes including GST.	Self Attested Copy of- a) GST Registration Certificate, and b) PAN Card
3.	Bidder should be an organization with an average annual turnover of Rs. 250 Cr. from Consulting Business (Excluding IT implementation, Forensic/ Internal Audit/ Risk Assessment / tax) in each of the last 4 years (2017-18, 2018-19, 2019-20, 2020-21) from India operations.	CA Certificate on letter head with UDIN No., clearly mentioning the Annual Turnover for FYs 2017-18, 2018-19, 2019-20 and 2020-21.
4.	Consulting Experience: Bidder must have undertaken at least one similar work for an Indian Organisation (Govt./PSU/ Private firm), covering the scope elements such as (i) data monetization and analytics and (ii) digital strategy and (iii) implementation of strategies to generate revenue of at least Rs. 300 Cr. or more from such project during last four (04) financial years.	Copy of Contract / Work Orders & Completion Certificate. The Bidder must submit a self certification on its firm's Letter Head duly signed by an authorized signatory of the Consulting firm, indicating the details of the project undertaken along with the revenue generated from the project, by the bidder.
5.	Technical Experience: Bidder must have undertaken at least one project for development of Website/Mobile App using latest technology, Analytical Algorithms, tools ,UI/UX, etc.	Copy of Contract / Work Orders & Completion Certificate. The Bidder also submit a self-certification on its firm's Letter Head duly signed by an authorized signatory of the Consulting firm.
6.	Bidder should have undertaken at least one Similar work in India or globally with fee greater than Rs. 5 Cr. (USD 0.7Mn or equivalent), excluding taxes, at the time of award of contract in value.	Bidder shall submit the following: a) Copy of Contract/Purchase Order/Work Order or any other associated documents specifying the details of project. & b) Successful Work Completion certificate issued by the customer. The Bidder must also submit a self certification on its firm's Letter Head duly signed by an authorized signatory of the Consulting firm if the firm has done assignments based on Non-Disclosure Agreements.
7.	The vendor should be ISO /IEC 27001:2013 Information Security Management System, ISO/IEC 20000-1:2018 Information Technology-Service management and CMMI Level 5 Certifications.	Copy of Certificates (valid during the bid period)
8.	The bidder should not be currently blacklisted or have appeared their name in the negative list/black list by any Government Department / PSU / PSE from the last three years to the date of opening of bid for any breach of any law or violation of regulatory prescriptions or breach of agreement. The bidder should not have been defaulted on any bank/financial institute	The Bidder has to submit a self certification on its firm's Letter Head duly signed by an authorized signatory of the Consulting firm as per Annexure-VIII
9.	Bidder must have Customer and Technical Support offices in Delhi / NCR region	Details of Customer and Technical Support Office (s) in Delhi/NCR region as per format Annexure-IX firm's Letter Head duly signed by an authorized signatory

Note:

1. *Similar work* is defined as large-scale program covering the following scope elements (i) data monetization and analytics and (ii) digital strategy in the last 04 years from date of issue of RFP. **Projects related to IT implementation, Forensic/Internal Audit/ Risk Assessment are not considered.**
2. Both ongoing as well as completed projects are relevant.

Note: Bidder shall provide the following as the evidence of work done:

Copy of Contract / Work Orders & Completion Certificate.

The authorized signatory of the Consulting firm shall self-certify the specific pre-requisites of the projects as mentioned in the eligibility criteria.

Note: The documents submitted by the successful applicants, in compliance to the above eligibility/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 alongwith forfeiture of EMD (if any)/Security Deposit/ other deposits such as License Fee, Concession Fee, etc. In such eventuality the successful bidder will also be debarred for 03 years from participating in the future projects of IRCTC.

3.3. Qualification Criteria of Bid

3.3.1. Evaluation of Technical proposal :

1. The Technical Proposal will be evaluated on the basis of the fulfillment of qualification criteria.
2. Only those applicants whose Technical Proposal qualified in the qualification criteria, shall qualify for financial evaluation.

3.3.2. Evaluation of Financial proposal :

1. Financial proposals for Project A and Project B will be evaluated separately.
2. The work would be awarded to the bidder with the lowest Financial Proposal of the respective project.

Note:

- Bidder shall clearly specify its participation in either parts of the bid (Project A or Project B) or both parts of the tender (Project A & Project B).
- Evaluation for Project A and Project B will be done separately.
- In case bidder participates in both Project A & Project B of the bid, then, the Technical Proposal will be common for both Project A and Project B projects.
- The bidder shall submit financial proposals separately for Project A and Project B, if participating in both the parts of the tender.
- The offers shall be evaluated based on the rate quoted by each bidder, and the same shall be used for determining the inter-se ranking.

3.3.3. Milestone Achievement & Acceptance Procedures: Milestone Linked payment will be paid to the bidder in the ratio of 80:20 of Bid Value, for the New Use Cases and for the improvement of IRCTC existing Use Cases, respectively.

Acceptance Procedure for Milestone Linked Bid Value Payouts:

#	Milestone Achievement	Acceptance Procedure
1.	Milestone-1 Completion of the below works 1. Submission of Inception report 2. Use Case Prioritization 3. Formation of Team 4. Finalization of Process 5. Partnership Roadmap 6. Infra Roadmap 7. Acceptance of Final Report & Data Model Design	Milestone - 1 should be completed in T+6 Months duration or as per mutually agreed terms, if any changes made during the execution phase. IRCTC shall issue a Milestone Achievement Certificate (MAC) to bidder. 1 st instalment of Bid Value will be paid upon completion of Milestone- 1 and on submission of Tax Invoice by the bidder along with Milestone Achievement Certificate (MAC) (Annexure VII) issued by IRCTC. Note: Bidder will submit duly verified MAC in the prescribed format indicating the List of works along with date of completion, for issuance of MAC by IRCTC. Bidder shall submit MAC separately, each for New Use Cases and improvement of IRCTC existing Use Cases.
2.	Milestone – 2 Completion of pilot execution of use cases of all 3 Phases 1. Pilot Execution of use cases of Phase- 1 2. Pilot Execution of use cases of Phase- 2 3. Pilot Execution of use cases of Phase- 3	Milestone - 2 should be completed in T+12 Months duration or as per mutually agreed terms, if any changes made during the execution phase. IRCTC shall issue a Milestone Achievement Certificate (MAC) to bidder. 2 nd instalment of the Bid value will be paid upon completion of Milestone- 2 and on submission of Tax Invoice by the bidder along with MAC (Annexure VII) issued by IRCTC. Note: Bidder will submit duly verified MAC in the prescribed format indicating the List of Phase wise use cases along with date of live of the pilot run, for issuance of MAC by IRCTC. Bidder shall submit MAC separately, each for New Use Cases and improvement of IRCTC existing Use Cases.
	Milestone – 3 Completion of full scale launch of all use cases	Milestone - 3 should be completed in T+18 Months duration or as per mutually agreed terms, if any changes made during the execution phase. IRCTC shall issue a Milestone Achievement Certificate (MAC) to bidder. 3 rd instalment of the Bid value will be paid upon completion of Milestone- 3 and on submission of Tax Invoice by the bidder along with MAC (Annexure VII) issued by IRCTC. Note: Bidder will submit duly verified MAC in the prescribed format indicating the List of use cases along with date of full scale launch of all the use cases, for issuance of MAC by IRCTC. Bidder shall submit MAC separately, each for

		New Use Cases and improvement of IRCTC existing Use Cases.
4.	Milestone-Linked payment of bid value will be paid in 80:20 ratio for implementation of new use cases and improvement of IRCTC existing use cases as per the Payment Schedule.	

4. Other Terms and Conditions

4.1. Award and Acceptance of Purchase Order

- a) After selection of the successful bidder and after obtaining internal approvals and prior to expiration of the period of bid validity, IRCTC shall award the Purchase Order to the successful bidder.
- b) Within 3 days of the award of the Purchase Order, the successful bidder shall send its acceptance of the PO/LoA.
- c) The successful bidder shall be required to submit duly signed and stamped copy of complete tender document and corrigendum's/addendums along with the letter of acceptance of award of contract.

4.2. Security Deposit:

- a) Successful bidder shall deposit an amount equivalent to **03% (Three Percent)** of the total work order value through Demand draft issued by nationalized/scheduled commercial bank in favour of 'IRCTC Ltd' payable at New Delhi, as Security Deposit within **30-days** from the date of award of purchase order by IRCTC.
- 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 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 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) Security deposit shall be refunded at the end of service period, provided the successful bidder has satisfactorily provided all services in accordance with the conditions of contract or after deducting the service level penalties by IRCTC, if any.

4.3. Default by Successful Bidder

1. 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.
2. 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.

4.4. Information Security

- a) 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.
- b) 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 /Stakeholders, including any copies or reproductions, both hardcopy and electronic.

4.5. IPR & Ownership of Data :

All the data created as part of this project shall be owned by IRCTC/Railways. The data so generated (including analytical /processed data) shall be the property of IRCTC/Railways. The consultant shall take utmost care in maintaining security, confidentiality and backup of this data. Access to the data / systems shall be given by the IRCTC only as per applicable Security Policy, approved by IRCTC or as elaborated in the SOPs.

4.6. Confidentiality

The successful bidder shall sign a Non-Disclosure Agreement (NDA) with IRCTC within **30-days** from the date of acceptance of work order. For the purpose of NDA, any information shared by stakeholders 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-III](#) of SCC.

4.7. Conflict of Interest:

A "Conflict of Interest" is any situation that might cause an impartial observer to reasonably question whether consultant's actions are influenced by considerations of the firm/company at the cost of Government. The consultant agrees that it shall hold the Railway's interest paramount, without any consideration for future work, and strictly avoid any Conflict of Interest with other assignments of a similar nature. In the event the consultant foresees a Conflict of Interest, the consultant shall notify IRCTC forthwith and seek its approval prior to entering into any arrangement with a third party which is likely to create a Conflict of Interest. Bidders shall not have a conflict of interest that may affect the Selection Process. Any bidder found to have a Conflict of Interest shall be disqualified. IRCTC requires that the bidder provides professional, objective, and impartial advice and at all times hold the Railway's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.

4.8. Fraud And Corrupt Practices:

The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this tender, the Authority shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Authority shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the tender, including consideration and evaluation of such Applicant’s Proposal.

Without prejudice to the rights of the Authority under Clause hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Authority to have directly or through an agent, engaged or indulged **in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be**, IRCTC may terminate the bid process at any time and without assigning any reason. IRCTC makes no commitments, express or implied, that this process will result in a business transaction with anyone.

4.9. 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. **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.

4.10. Signing of Service Agreement

The successful bidder shall be required to enter into a Service Agreement with IRCTC within **30 days** of the award of purchase order or within such extended period as may be specified by IRCTC. The format of the service agreement is given in [Annexure-IV](#).

4.11. Arbitration Clause

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

1. 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.
2. 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 shall be borne directly by the parties, subject to award of costs by the sole arbitrator or the Arbitral Tribunal

4.12. Integrity Pact

1. It is required to have an Integrity Pact (Annexure-V of SCC) signed with the bidders. The Pact would be an agreement between the prospective bidders and IRCTC committing the officials of both the parties, not to exercise any corrupt influence on any aspect of the contract.
2. 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.
3. 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.
4. Bidder will have to sign integrity pact by affixing his signature on each page of the pre signed copy of integrity pact for that tender, which will be a part of tender document.
5. Any bids received without integrity pact signed by bidder shall be summarily rejected.
6. The signed integrity pact shall be the part of Technical bid.

5. Payment Terms

- 5.1. Payment schedule shall be as defined in the scope of work of SCC against Project A and Project B projects
- 5.2. All payments shall be subject to TDS, if any, as per the tax rules in vogue at the time of payment.
- 5.3. Payments to the successful bidder shall be made by IRCTC after receiving the proper invoices from successful bidder. Invoice must include all the particulars as required under the GST Act and Rules.
- 5.4. Payments shall be withheld in case of non-submission of Security Deposit by the successful bidder.
- 5.5. Payments shall be subject to deductions of any amount for which successful bidder is liable to pay penalty as per Service Levels & Penalties and Liquidated Damages clauses.

- 5.6. All payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the Income- Tax Act, and any other taxes.
- 5.7. The successful bidder shall ensure to pay GST or any other taxes charged, within stipulated time and to file the return within stipulated time to enable IRCTC to claim input credit.

Annexure-I: Tender Offer Form**TENDER OFFER FORM****(On Bidder's Company letterhead)**

Dated: _____

To,
Group General Manager/Services
IRCTC LTD.,
Punj House, M-13, Connaught Place
New Delhi – 110001.

Respected Madam/Sir,**Subject: E-Tender Offer against IRCTC E-Tender for Appointment of Consultant for Data Monetization****Reference: IRCTC's E-Tender No. 2022/IRCTC/SER/Consultancy for Digital Data Monetization**

I/We, M/s..... having read, examined and understood in details all the conditions of above referred e-tender to execute this work of “_____” at the rate quoted by us in the Financial bid and hereby bind ourselves to complete the work in all respects within the service period mentioned in the tender document. We hereby agree to abide by the scope of work and all the terms and conditions of the tender documents that include Notice Inviting Tender, Instructions to Bidder, Special Conditions of Contract (SCC) and General Conditions of Contract (GCC) 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 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 tender document subject to modification, as may be mutually agreed to between us as indicated in the letter of acceptance of our offer for this work.

Bidder's Details are given as under:

S. No.	Description	To be filled in by bidder
1.	Full name of the Bidder (company):	
2.	Full address, telephone numbers, fax numbers, and email address of the Primary office of the organization / main / head / corporate office	
3.	Name, designation, contact numbers, email and full address of the Chief Executive Officer or equivalent of the bidder's company.	
4.	Full address, telephone and fax numbers, 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 the tender, his/her telephone, mobile, Fax and email address	

Bidder:

Signature

Name of the Authorized Signatory.....

Designation:

Date:

Annexure-II: Document Checklist and Format (Technical Bid)**DOCUMENT CHECKLIST AND FORMAT (TECHNICAL BID)**

Bidder is required to furnish the following documents in proper sequence. These documents shall be referred by IRCTC for evaluation of the bid against 'Qualification Criteria for the Bidder' mentioned in this section for evaluation of Technical Bid as per process described in 'Section-II' of this tender.

Note: Bidder should note that the maximum file size limit for individual document to be uploaded on E-Tender (Tender Wizard) portal is 05 MB only. Bidders are advised to keep the file size of documents within this limit.

SN.	Documents to be submitted by the bidder	Tender Reference/ Format under SCC	File Name of each document furnished by the bidder in its Technical bid against the corresponding requirement. (To be filled-in by the bidder)
1.	Copy of Power of Attorney/BoD Approval/Legal document in favor of authorized signatory of the bidder.	Item 1 (d) of Section II	
2.	EMD Amount Rs. 2.0 Lakh deposited details	NIT & ITB	
3.	Tender Offer Form, duly filled-in, signed and stamped.	Annexure-I	
4.	Pre-signed Integrity Pact duly filled in, signed and stamped on each page by the bidder.	Annexure-V	
5.	Copy of Certificate of Incorporation, and Certificate consequent to change of name, if applicable, of the bidder company.	Item No. 1 of 'Clause 3: Qualification Criteria for the bidder'	
6.	Copy of 'GST Registration Certificate' & PAN of the bidder company.	Item No. 2 of 'Clause 3: Qualification Criteria for the bidder'	
7.	CA Certificate on letter head with UDIN No., clearly mentioning the Annual Turnover from the Consulting Business from India operations. (Excluding IT Implementation, Forensic/ Internal Audit/ Assessment/ tax) in each of the last 4 years (FYs 2017-18, 2018-19, 2019-20 and 2020-21)	Item No. 3 of 'Clause 3: Qualification Criteria for the bidder'	
8.	Consulting Experience: Copy of Contract / Work Orders & Completion Certificate Also The Bidder must submit a self certification on its firm's Letter Head duly signed by an authorized signatory of the Consulting firm, indicating the details of the project undertaken along with the revenue generated from the project, by the bidder.	Item No. 4 of 'Clause 3: Qualification Criteria for the bidder'	
9.	Technical Experience: Copy of Contract / Work Orders & Completion Certificate Also	Item No. 5 of 'Clause 3: Qualification Criteria for the bidder'	

SN.	Documents to be submitted by the bidder	Tender Reference/ Format under SCC	File Name of each document furnished by the bidder in its Technical bid against the corresponding requirement. <u>(To be filled-in by the bidder)</u>
	The Bidder also submit a self-certification on its firm's Letter Head duly signed by an authorized signatory of the Consulting firm.	bidder'	
10.	Similar Work in India or Globally with Fee greater than Rs. 5 Cr (USD 0.7 M or equivalent: Bidder shall submit the following: c) Copy of Contract/Purchase Order/Work Order or any other associated documents specifying the details of project & d) Successful Work Completion certificate issued by the customer. The Bidder must also submit a self certification on its firm's Letter Head duly signed by an authorized signatory of the Consulting firm if the firm has done assignments based on Non-Disclosure Agreements.	Item No. 6 of 'Clause 3: Qualification Criteria for the bidder'	
11.	ISO/IEC certificates and CMMI Level 5 certifications	Item No. 7 of 'Clause 3: Qualification Criteria for the bidder'	
12.	Blacklisting/Defaulting: The bidder must submit a self certification on its firm's Letter Head duly signed by an authorized signatory of the Consulting firm as per Annexure-VII	Item No. 8 of 'Clause 3: Qualification Criteria for the bidder'	
13.	Details of Customer and Technical Support Office (s) in Delhi/NCR region as per format Annexure-IX firm's Letter Head duly signed by an authorized signatory	Item No. 9 of 'Clause 3: Qualification Criteria for the bidder'	
14.	Certificate/Declaration under Rule 144 (xi) in the General Financial Rules (GFRs), 2017	Annexure-X	

Annexure-III: NDA

(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 “**Appointment of Consultant for Data Monetization**” (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 therefor.
- 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.

For and on behalf of IRCTC	For and on behalf of RECIPIENT
Name of the Organization: Indian Railway Catering and Tourism Corporation Limited (IRCTC)	Name of the Organization:
Sign:	Sign:
Name:	Name:
Designation:	Designation:
Witnessed by:	Witnessed by:
Sign:	Sign:
Name:	Name:
Designation:	Designation:

Annexure IV - Service Agreement Format

THIS AGREEMENT made the _____ day of _____ 20__

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 Service Provider”) 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 Tender No. **2022/IRCTC/SER/Consultancy for Digital Data Monetization** (hereinafter referred to as ‘Tender Document’) for “**Appointment of Consultant for Digital Monetization of Indian Railways/IRCTC**” on the terms & conditions prescribed in the tender document
- b) The Service Provider had submitted its proposal dated _____ (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 Service Provider for the provision of such services and the Service Provider 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) the Scope of Work
 - b) the Special Conditions of Contract (SCC)
 - c) the General Conditions of Contract (GCC)
 - d) Addendums and Corrigendum, if any
 - e) Purchase Order.
 - f) Integrity Pact
3. In consideration of the payments to be made by the Purchaser to the Service Provider as hereinafter mentioned, the Service Provider 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 Service Provider 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

Signed, Sealed and Delivered by the said Signed, Sealed and Delivered by the said

(For the Purchaser in the presence of:
_____ (WITNESS)

(For the Service Provider) in the presence
of: _____ (WITNESS)

Annexure V – Integrity Pact**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 **Appointment of Consultant for Digital Monetization of Indian Railways/IRCTC**. 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

In case of sub-coordinating, the IRCTC contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor.

- (1) The IRCTC will enter in to agreements with identical conditions as this one with all Bidders and Contractors.
- (2) 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
- (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.

(For & On behalf of the IRCTC)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place

Date

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Annexure VI – IRCTC Baseline Revenue

Baseline Revenue						
Product	2017-18	2018-19	2019-20	2020-21	2021-22	Highest Potential
IT Marketing/ Advertisements (Rs. in Cr.)						
Ad Manager Tool (Google)	30.77	20.93	30.21	7.49	15.15	30.77
Ad Networks/Ad Exchange(Facebook)	-	0.68	0.65	0.32	1.5	1.5
Ad Networks/Ad Exchange(MoMagic)	-	-	-	-	1.51	1.51
Government Ad Agencies via Empanelment Policy	-	-	-	-	13.43	13.43
Captcha Advertisement(NLP Image Captcha) (Including Govt. Ads)	2.67	3.45	5.74	1.54	3.53	5.74
Push Notification	-	0.32	0.62	-	-	0.62
Askdisha IRCTC /Indian Railways	-	0.25	0.91	0.3	0.23	0.91
Gyfttr					0.07	0.07
Magzter	-	0.01	0.02	0.06	-	0.06
Zee5	-	-	0.03	0.09	0.01	0.09
Total	33.44	25.64	38.17	9.8	35.43	54.7
Tourism (Rs. in Cr.)						
Packages & Tourist Train	123.02	143.68	150.90	20.53	77.32	150.90
Buddhist Train	1.73	2.60	2.56	-	0.49	2.60
Maharaja's Express	49.69	61.27	52.42	0.49	2.84	61.27
Golden Chariot	-	-	-	0.39	0.02	0.39
Lounge	0.82	1.87	1.54	0.01	0.04	1.87
Hotel (72051)	-	-	-	0.01	0.03	0.03
Retiring Room	0.67	0.67	1.15	0.04	0.54	1.15

E bedroll	-	-	-	-	-	-
Concierge Services	-	-	-	-	-	-
Rail Magazine(71157)	-	-	-	-	0.00	0.00
Bus Service charge income(72004)	-	-	-	0.00	0.05	0.05
Total	175.93	210.10	208.57	20.49	81.34	218.27
Grand Total	209.37	235.74	246.74	30.29	116.77	272.97

Annexure VII**(Format of Milestone Achievement Certificate)**

No _____

The Bidder (Bidder Name)

_____**Sub: Issuance of Milestone Achievement Certificate for New Use Cases/for Improvement of IRCTC Use Cases****Ref: PO/WO No.**_____ **dt.**_____.

This is to certify that the Bidder has achieved the Milestone- <1/2/3>_____ on _____, upon successful completion of the following works:<List of works as mentioned in the Acceptance Procedure>

#	Details of work<Milestone-1/2/3/>	Date of Completion	Revenue generated (Amount in Rs.)

Verified by the Bidder**Signature of the Bidder****Name of Authorised Signatory:****Designation****GGM/IT/IRCTC**

Annexure-VIII: Declaration on Blacklisting/Debarment/Defaulting

(On bidder's company letter head)

To,
GGM/Services
IRCTC/CO/New Delhi

Respected Madam/Sir,

Sub: Declaration on Blacklisting/Debarment/defaulted

Ref: IRCTC's e-tender no. 2022/IRCTC/SER/Consultancy for Digital Data Monetization

We hereby undertake that relevant maintenance and support service contract shall be procured from the OEM (whose undertaking has been submitted), in case it wins the contract, to meet all the requirement without any financial implications to IRCTC

- 1) We are not currently blacklisted or have appeared our name in the negative / black list of any public sector undertaking /Government organization from the last three years to the date of opening of the bid for any breach of applicable laws or violation of regulatory prescriptions or breach of agreement.
- 2) We have not been defaulted by any bank/ financial institute.

Bidder:

Signature

Name of the Authorized Signatory.....

Designation:

Date:

Annexure-IX: Customer & Technical Support Office**(On Bidder's Company Letterhead)****Customer & Technical Support Offices of Bidder in Delhi/NCR**

Name of Bidder:	
Full Address:	
Contact Person (Name & Designation):	
Phone No.:	

Bidder:

Signature

Name of the Authorized Signatory

Designation:

Date:

Annexure-X
(On bidder's letter head)

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. **2022/IRCTC/SER/Consultancy for Digital Data Monetization**

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;*

SECTION-IV: FINANCIAL BID**(To be quoted on Excel Sheet only on tenderwizard portal in financial packet)****Bidder's Name:****Tender Reference: E-Tender No. 2022/IRCTC/SER/Consultancy for Digital Data Monetization**

Description	Amount in (Rs.) Exclusive of GST	Rate of GST in %	Amount of GST	Total Amount Inclusive of GST In figures	Total Amount Inclusive of GST In words
Consultancy Fee for Project-A : study of Monetization of Digital Data of Indian Railways (IR) as per tendered scope of work					
Consultancy Fee for Project-B : study of Monetization of Digital Data of IRCTC as per tendered scope of work					

Note:

- 1) Price are quoted in Indian Rupees only.
- 2) All taxes are specified as per prevailing rules of GoI
- 3) Quoted Prices are firm and shall remains fir form the period of validity of the offer or extended on mutual consent.
- 4) Nnothing extra over & above quoted rate will be paid.
- 5) We agree to keep the offer valid for 180 days from the date of opening of this bid.
- 6) IRCTC reserve the right to place order for any of the project or both the projects or annual the complete tender process.

SECTION-V: GENERAL CONDITIONS OF CONTRACT (GCC)

**Indian Railways Catering and Tourism Corporation Ltd.
B 148, 11th Floor, Statesman House, Barakhamba Road, New Delhi-110001.
Tel: 23311263/64, 23314752, Fax No. 91-11-23311259**

GENERAL CONDITIONS OF CONTRACT FOR IRCTC

1. DEFINITIONS AND INTERPRETATION

In the Contract, unless the context otherwise requires.

- 1.1. **“IRCTC”** would mean the Indian Railways Catering and Tourism Corporation Ltd acting through its Managing Director or any other representative authorized by him.
- 1.2. **“Acceptance of Bid”** means the letter/telex/telegram/fax or any memorandum communicating to the bidder as the acceptance of his bid and includes an advance acceptance of his bid.
- 1.3. **“Contract”** means and includes the invitation to bid, Instructions to Bidders, Acceptance of Bid, Special Conditions of Contract and other conditions specified in the acceptance of bid and includes a repeat order which has been accepted or acted upon by the contractor and a formal agreement, if executed;
- 1.4. The **“Contractor”** means the person, firm, consortium or company with whom the purchase order is placed and shall be deemed to include the contractor’s successors (approved by the Purchaser), representatives, heirs, executors, administrators and permitted assignees, as the case may be, unless excluded by the terms of the contract. The terms “Contractor” and “Successful Bidder” have been used interchangeably in this bid document.
- 1.5. **“Purchasing Officer”** means the officer signing the acceptance of bid and includes any officer who has authority to execute the relevant contract on behalf of IRCTC.
- 1.6. The **“Purchaser”** IRCTC or any representative authorized by IRCTC.
- 1.7. **Bidder/ Tenderer:** Shall mean a company/firm in its individual right or the legal member of the consortia.
- 1.8. **“IRCTC Project Manager”** means designated representative of IRCTC authorized as head of concerned project and is authorized to take decisions on behalf of IRCTC in respect of project implementation.
- 1.9. **“Bidder’s Project Manager”** means a designated representative of Bidder, who is empowered by the authorized signatory of Bidder for delivering the contractual obligations under this contract. He will be the one point interface with IRCTC.
- 1.10. **“Service” means:** - a service to be given by contractor as stated in contract details
 - i) in relation to Hardware, including networking equipment and infrastructure and office machines
 - ii) In relation to manpower and Annual Maintenance Contract.
 - iii) In relation to system/application software supplied by the bidder
 - iv) Training
 - v) Development and support
- 1.11. **“Personnel”** means Staff, employees, agents, contractors and sub-contractors of either party and also includes the staff, employees, agents and contractors of those subcontractors with

- qualification, experience and certification.
- 1.12. **“Software”** means system/ application software to be supplied by the contractor, as stated in the contract details.
 - 1.13. **“Specifications”** means all the functional, operational, performance or other characteristics required of a Product or Service found in tender document part-II or any of the annexure or addendum to the tender document.

2.0 Authorized Signatory and address of the contractor: The Signatory of the tenderer should attach an authorization certificate mentioning:

- 2.1 The proprietor in case of “Sole Proprietor” firm or constituted attorney of such sole proprietor.
- 2.2 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.
- 2.3 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.
- 2.4 For all purpose of the contract, including arbitration thereafter, the address of the tenderer mentioned in the tender shall be the address to which all communications shall be the addressed.

3.0 QUALIFICATION CRITERIA OF TENDERER (It is compulsory to enclose supporting documents without which the bid may be disqualified)

- 3.1 In case of single or limited tenders, only tenderers who are specifically invited by IRCTC or their authorized representative with their unconditional authorization in respect of complete scope of work under this tender as per Performa given in Annexure-6, shall be eligible to participate subject to fulfillment of special eligibility conditions laid down in the Special Conditions given in Tender Document Part-II.
- 3.2 Qualification criteria for advertised/open tenders shall be as stated in Tender Document Part-II i.e. SCC.
- 3.3 **Consortium bidders: This clause & its sub clause is Not Applicable for this tender**
 - 3.3.1 Bids submitted by a Consortium shall be acceptable if specifically permitted in Part-II of the Tender Document. In such cases, the lead partner of the consortium should fulfill the qualifying criteria given in para-3.2 above.
 - 3.3.2 A copy of the memorandum of formation of Consortium giving clear responsibilities of consortium members, duly signed by authorized signatories as defined in para -2 above for each constituent member of the consortium, must be submitted along with the offer.
 - 3.3.3 No change in the composition of consortium shall be permitted up to finalization of the contract. However, after acceptance of purchase order, if for reasons to be explained by the lead partner to IRCTC which IRCTC will be at liberty to accept or reject, any member of the Consortium is changed, a modified memorandum of formation of consortium, duly signed by authorized signatories of constituents shall be submitted by the lead partner while announcing the change to IRCTC.
 - 3.3.4 Notwithstanding any change in the composition of Consortium at post purchase order stage, complete and total responsibility and liability for execution of the contract shall remain of

the lead partner.

4.0 EARNEST MONEY DEPOSIT.

- 4.1 The bidders shall submit along with the bid, earnest money deposit(EMD) of value indicated in the tender notification in the form of Demand Draft or Fixed Deposit Receipt issued by any Commercial/Nationalized Bank drawn in favour of “IRCTC, New Delhi” valid for 180 days from the date of issue.
- 4.2 Deposit (EMD) is liable to be forfeited if the bidder withdraws or amends or impairs or derogates from the bid in any respect within the validity of the bid and is open for acceptance whether originally fixed or extended.
- 4.3 EMD shall also be forfeited if bidder fails to execute performance guarantee bond within stipulated time after acceptance of bid is communicated to him. Any bid not accompanied by EMD is liable to be summarily rejected.
- 4.4 The EMD will be returned to the successful bidder only on submission of the performance guarantee bond in the prescribed format and of the requisite value.
- 4.5 No interest shall be payable by the Purchaser on the Earnest Money/Bid Guarantee to the tenderer.
- 4.6 The Earnest Money shall remain deposited with the Purchaser for the period of 180 days or validity period as mentioned, from the date of opening of Tenders. If the validity of the offer is extended, the Earnest Money Deposit extension shall also be furnished failing which the offer after the expiry of the aforesaid period shall not be considered by the Purchaser.
- 4.7 The Earnest Money of all unsuccessful tenderers will be returned by the Purchaser on finalization of tender.

5.0 COMPLETION OF TENDER DOCUMENTS

- 5.1 All columns of the technical specifications compliance sheet must be filled. Any deviations should be clearly indicated against individual line items. All rates in the Financial Bids should be clearly filled. The rates must be in words and figures both. In case of any discrepancy unit rate in words will take precedence. Bids should be filled and signed in ink.

6. AMENDMENTS TO BID INVITATION.

- 6.1 The purchaser reserves the right, to make revisions or amendments to the bid documents, when deemed necessary, prior to the closing date of the bid, through proper notification or web-site. The bidders must watch IRCTC web site for any such amendments. The purchaser shall be at liberty to consider extending the date set for the bid opening by such a number of days as in the opinion of the purchaser will enable the bidder's to revise their bids.

7. CLARIFICATIONS, OMISSIONS AND DISCREPANCIES IN TENDER DOCUMENT:

- 7.1 In case any bidder find any discrepancy or omission in the any part of the tender Document/or he has any doubt to their meaning, he should notify the Purchaser minimum 7 days prior to tender opening date who may clarify and send a written instruction to all bidders for correction, if necessary. It however, does not entitle the bidder to seek any extension of tender opening date.
- 7.2 It shall be understood that every endeavour has been made to avoid any error which can

materially affect the basis of the bid and successful bidder shall take upon himself and provide for the risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

- 7.3 The submission of the tender will be deemed to imply that the Tenderer fully understands the scope of work involved and has read and understood all conditions of the tender document and his liabilities and responsibilities in respect of the tender.

8.0 PROCESS TO BE CONFIDENTIAL

- 8.1 After the public opening of bids, information relating to the examination, clarification, evaluation and comparison of bids, and recommendations concerning the award of the purchase order shall not be disclosed to the tenderers or other persons not officially concerned with such process.
- 8.2 Any effort by the tenderer to influence the purchaser in the process of examination, clarification, evaluation and comparison of bids, and in the decision concerning the contract, may result in rejection of his bid.

9.0 Intentionally Kept Blank

10. Intentionally Kept Blank

11.0 TECHNICAL CLARIFICATIONS.

- 11.1 To assist in the examination, evaluation and comparison of bids, IRCTC may ask the tenderer individually for a clarification on his bid including breakdowns of unit rates. The request for clarification and the responses shall be in writing/fax but no change in price or substance shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by IRCTC during the evaluation of bids. Such reply shall be given within the time limit mentioned in the intimation issued by IRCTC, failing which IRCTC will be at liberty to conclude that nothing further is to be submitted by the vendor on this matter.
- 11.2 The bidder should make available the offered products, if desired during evaluation of bids for benchmarking of the application to ensure that there are no compatibility issues.

12.0 VALIDITY.

- 12.1 The validity of the bid must be for a minimum of 180 days from the last day of bid submission.

13.0 RIGHT OF ACCEPTANCE

- 13.1 IRCTC reserves the right to place order for a part item/combination of the quantity offered. The unit rates offered by the tenderers shall be valid for any such part order. IRCTC reserves the right to reject any or all tenders without assigning any reason to the tenderers. IRCTC may call upon one or more tenderers for demonstration/testing of all or any quoted item at IRCTC office.

14.0 INDEMNITIES AND LIABILITIES.

- 14.1 The contractor shall indemnify and protect the purchaser 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.
- 14.2 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.

15 Intentionally Kept Blank**16. LOCAL CONDITIONS.**

- 16.1 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.

17.0 PRICES.

- 17.1 All Prices shall be in Indian Rupees and no foreign exchange/import license shall be provided. The prices should be inclusive of all taxes, duties, P&F Charges, freight insurance, levies applicable at the time of submission of bid. However, Firm should explicitly indicate these charges in there offer. If offer is silent about the above charges then it will be presumed that prices are inclusive of these charges. In this case bidder will have no right to demand and charges/additions to such charges as may be levied, subsequent to opening of the bid.
- 17.2 In case of change in any duty or tax on account of change in rules/legislation by the Government, the actual rates as applicable at the time of placement of order shall be payable only for taxes which are clearly stated as percentages in the offer.
- 17.3 Quoted prices shall remain firm for the period of validity of the offer.
- 17.4 IRCTC reserves the right to place order for a part item/combination of the quantity offered. The unit rates offered by the tenderers shall be valid for any such part order.

18.0 PRICE FALL

- 18.1 The prices charged for the goods/services supplied under the contract by the vendor shall at no event exceed the lowest price at which the vendor sells the goods or offers to sell the goods of identical description to any person/ organization including the purchaser or any department of State/Central Government, as the case may be during the currency of the contract.
- 18.2 If, at any time during the said period the vendor reduces the sale price, sells or offers to sell such goods to any person/organization including the purchaser or any department of

State/Central Government as the case may be at a price lower than the price chargeable under the contract, the vendor shall forthwith notify such reduction or sale or offer to sell to the purchaser and the price payable under the order for supply of material after the date of coming into force of such reduction or sale or offer to sell shall stand correspondingly reduced.

- 18.3 The above clauses is applicable for Rate Contract Tender only and not for fixed quantity tenders

19.0 ACCEPTANCE OF PURCHASE ORDER.

- 19.1 Prior to the expiry of bid validity, the successful bidder shall be notified by mail/fax. Within one week of the award of the contract the successful bidder shall send his/her acceptance of the purchase order along with the contract performance bank guarantee.

20.0 DELIVERY :

- 20.1 Delivery time to supply the good to the consignees is stated in the Part-II of the Tender Document. In absence of delivery in Part II, delivery shall be taken as 4 to 6 weeks from the date of purchase order.
- 20.2 The time for and the date specified in the contract or as extended for the delivery of the material/services shall be deemed to be the essence of the contract and delivery must be completed not later than the date(s) so specified or extended.
- 20.3 In case of failure by firm to supply the goods/services within the delivery period stated in the purchase order, the Purchaser shall be at liberty to extend the delivery period on reasonable ground for extension of time. Any failure or delay on the part of Sub-Contractor shall be the sole responsibility of the bidder.

21.0 LIQUIDATED DAMAGES FOR DELAY IN DELIVERY.

- 21.1.1 Any delay by the vendor in the performance of the delivery obligations shall render him/her liable to any of the following penalties: -
- 21.1.2 In the event of tenderer's failure to supply the said items of acceptable quality and specifications within the original delivery period given in the purchase order, IRCTC shall be liberty to recover liquidated damages to be levied @ 0.5% of the order value per week or part thereof subject to a maximum of 10% of the total order value.
- 21.1.3 Encashment of the performance bank guarantee.
- 21.2 Liquidated damages shall be calculated on the total contract value comprising of value of complete equipment and installation & commissioning charges for a site. The supply shall be taken as complete only after the last instalment of supply has been made.
- 21.3 After a delay of more than 8 weeks, IRCTC reserve the right to cancel the purchase order and buy the items from any other vendor, at bidder's risk and cost. Any losses caused to IRCTC on this account shall be recoverable from the bidder.

22.0 Kept Blank

23.0 PERFORMANCE CUM WARRANTY GUARANTEE BOND

- 23.1 After receipt of purchase order the contractor shall furnish a Performance cum Warranty Guarantee (PWG) Bond from a Nationalized bank or from a Commercial Bank duly counter-

signed by the Reserve Bank of India/State Bank of India, New Delhi or by any Nationalized Indian Bank. as per proforma attached (Annexure 8 of tender document Part-I) within 30 days

- 23.2 of issue of purchase order for an amount equivalent to 10% of the value of the contract. The PWG Bond shall remain valid up to a period of 3 months beyond the last date of Warranty period for any goods 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 PWG Bond by an equivalent period.
- 23.2 The purchase shall be entitled and it shall be lawful on his part to forfeit the amount of PWG Bond in whole or in part in the event of any default, failure or neglect on part of the contractor in fulfilment or performance of the contract in all respect of the contract under reference or any other contract with the purchaser or any part thereof to the satisfaction of the purchaser and the purchaser shall be entitled to deduct from the amount of PWG Bond any loss or damage which the purchaser may suffer or be put by any reason of or due to any act or other default recoverable by the purchaser from the contract. The losses recoverable by the purchaser from the PWG Bond shall include all losses incurred by the purchaser during the warranty period on account of failure of equipment or delay in attending the equipment by the contractor during the warranty period as per stipulations of the contract.
- 23.3 The PWG Bond will be returned to the contractor without any interest on performance and completion of the contract which shall include installation, commissioning of complete equipment to be supplied under the contract and fulfilment of warranty obligations for the complete equipment in terms of the contract.

24.0 PAYMENT TERMS AND CONDITIONS

- 24.1 80% of the value of complete equipment supplied shall be paid by the purchaser on receipt of material by consignee in good conditions and upon furnishing the following documents:
- i) Certificate of receipt of complete equipment in good conditions by the consignees in terms of the contract.
 - ii) Pre-Inspection certificate by IRCTC or as laid down in the purchase order.
 - iii) Confirmation of the validity of PWG Bond of 10% of the value of contract for a period up to 3 months beyond the last date of warranty period.
- 24.2 Balance 20% shall be paid after installation and commissioning of the equipment to the satisfaction of the consignee and upon furnishing the following documents:
- i) Final Certificate of successful commissioning of complete equipment issued as per the inspection and acceptance procedure given in the purchase order.
 - ii) Confirmation of the validity of PWG Bond of 10% of the value of the contract for a period up to 3 months beyond the last date of warranty period.
 - iii) In case of delay in final commissioning beyond 3 months from the date of delivery, on account of reasons not attributable to the Supplier to be certified by IRCTC Project Manager, part payment may be claimed for the Goods and services actually commissioned
 - iv) In case of delay in final commissioning at any location beyond 6 months from the date of delivery on account of reasons not attributable to the Supplier, the balance of the 20 % of the cost of equipment remaining non-commissioned may be paid to the supplier against submission of an additional Bank Guarantee of an equal amount valid for minimum 12 months which shall be returned on completion of commissioning of the remaining

equipment. The supplier will also be required to submit along with the bills, a commitment to complete installation and commissioning at such remaining locations on receiving a call from the consignee.

- v) Any installation and commissioning charges and after-sales services will only be paid on delivery of actual services or at the end of after sales-service period, or, as defined in tender document part-II.

25.0 Kept Blank

26.0 INCOME-TAX

- 26.1 Income tax shall be deducted at source by IRCTC from all the payments made to bidder according to the Income Tax Act, unless bidder prior to release of payment submits valid and complete documents for Income tax exemption. A certificate shall be provided by IRCTC to the bidder for any tax deducted at source.

27. Intentionally Kept Blank

28.0 TERMINATION FOR DEFAULT.

- 28.1 IRCTC may, without prejudice, to any other remedy for breach of contract, by written notice of default sent to the vendor terminate the contract in whole or part thereof if:
- i. 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.
 - ii. The vendor fails to perform any other obligation(s) under the contract.

29.0 SETTLEMENT OF DISPUTES AND JURISDICTION

- 29.1 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.
- 29.2 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.
- 29.3 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, or the respective rights and liabilities of the parties, on any matter in question, dispute or differences on any account, or as to the withholding by the purchaser of any certificate to which the contractor may claim to be entitled to, or if the purchaser fails to make a decision within a reasonable time, then and

in any such case, the contractor, till 90 days of presenting his final claim on disputed matters may demand in writing that the dispute or difference be referred to arbitration. Such demand for arbitration shall specify the matters, which are in question, dispute or the difference, and only such dispute, or difference of which the demand has been made and no other shall be referred to arbitration.

- 29.4 On a demand for arbitration being received, the disputed matters shall be referred to the two member arbitration panel- one appointed by the purchaser and the other from the panel submitted by the bidder – duly appointed by MD/IRCTC. Umpire will be nominated mutually by the two appointed Arbitrators. It will be of no objection that the arbitrator is a Government Servant/ Officer and that he had to deal with the matters to which the contract relates or that in the course of his duties as a Government Servant/Officer he has expressed views on all or any of the matter in dispute or difference. The award of the arbitrations shall be final and binding on the parties to this contract. In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason or his award being set aside by the court for any reason, shall be lawful for the Managing Director, IRCTC to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
- 29.5 The venue of arbitration shall be the place from which the acceptance of bid is issued or such other place as the Managing Director, IRCTC at his discretion, may determine.
- 29.6 Upon every and any such reference, the assessment of costs incidental to the reference and award respectively shall be in the discretion of the arbitrator.
- 29.7 If the Contractor does not prefer his specific and final claims in writing, within a period of 60 days of receiving the intimation from the purchaser that the final bill is ready for payment, he will be deemed to have waived his claim(s) and the purchaser shall be discharged and released of all liabilities under the contract in respect of those claims.
- 29.8 **Obligation during pendency of arbitration:** Work/Purchases under the contract unless otherwise directed by the purchaser will continue during the arbitration proceedings and no payment due or payable by the purchaser shall be withheld, except payments involved in the dispute, on account of such proceedings provided, however, it shall be open for arbitrator or arbitrators to consider and decide whether or not such work should continue during arbitration proceedings.
- 29.9 The Arbitrator shall have power to call for such evidence by way of affidavits or otherwise as the Arbitrator shall think proper, and it shall be the duty of the parties here to be or cause to be done all things as may be necessary to enable the Arbitrator to make the award without any delay.
- 29.10 Subject to as aforesaid, Arbitration and Conciliation Act 1996 and the Rules there under any statutory modification thereof shall apply to the Arbitration proceedings under this Article.
- 29.11 The jurisdiction for settlement of any disputes through Court under this contract shall be at Delhi.

30.0 FORCE MAJEURE

- 30.1 If at any time, during the continuance of this contract, the performance in whole or in Project 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, 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.

31.0 EVALUATION OF OFFERS:

31.1 Single bid tenders:

- 31.1.1 Final selection will be made on the basis of lowest cost from amongst the technically suitable tenders from bidders meeting the qualifying criteria. For the purpose of relative commercial ranking of offers, all-inclusive price for entire scope of the project and offered prices in the Rate Schedule as per Tender Document part-II, as well as any others costs seen to be arising as a part of offer due to taxes or duties based on the offer.
- 31.1.2 Additional features/enhancements offered by the tenderer, over and above the ones asked for in the tender documents, shall not be considered for evaluation of bids

31.2 Two bid tenders:

- 31.2.1 The Technical bids shall be opened first on the prescribed tender opening date and price bid shall be opened later, on a specified date which would be made known to the technically suitable tendering firms after technical evaluation has been completed so as to ensure that all offers are evaluated technically without bias.
- 31.2.2 For deciding inter-se position at the time of commercial evaluation, the prices of original price bid shall normally be considered. However, supplementary commercial bid prices shall also be taken into consideration for deciding the inter-se position in case of revised/upgraded specification/items whose revised prices have been called for from bidders. Final selection will be made on the basis of lowest cost from amongst the technically suitable bids for which the commercial bids are opened.
32. 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

32.1. 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.

32.2. 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.

32.3. A copy of the Integrity Pact to be signed is placed at Annex-10.

32.4 Bidder will have to sign integrity pact by affixing his signature on each page of the pre signed copy of integrity pact for that tender, which will be a part of tender documents.

32.5 Any bids received without integrity pact signed by bidder shall be summarily rejected.

32.6 The signed integrity pact shall be the part of pre-qualification bid in a 3 packet tender and part of Technical bid in a 2 packet tender.