

# **REQUEST FOR PROPOSAL DOCUMENT**

**For**

**Selection of an Indian IATA travel company for providing e-ticketing solutions (using white labeling solution) in various domains of tourism and travel on Web Portal of Delhi Tourism**

**e-paryatan**



**Delhi Tourism and Transportation Development Corporation Ltd  
18-A, DDA SCO Complex, Defence Colony, New DELHI – 110 024  
[delhitourism.gov.in](http://delhitourism.gov.in)**

**Cost of Tender : Rs.5,250/- (Inclusive of VAT)**

**Delhi Tourism & Transportation Development Corporation Ltd.**

(An Undertaking of Delhi Government)

18-A, DDA SCO Complex, Defence Colony, New Delhi -110024

Phone: 24647005, 24618026, Email: gm@delhitourism.gov.in

**Notice Inviting Tender**

Sealed quotations are invited for Selection of Indian IATA Travel Company for providing e-Ticketing solutions, using White Labeling solution.

Tender document can be obtained from DTTDC head office by paying Rs.5,250/- or may be downloaded from DTTDC's web-site <http://delhitourism.gov.in> OR <http://delhigovt.nic.in/tender>. Last date for submission of tender is **20-09-2013 by 15.00 hours**.

**General Manager, DTTDC**

**Corrigendum-Preponement**

Sealed quotations are invited for Selection of Indian IATA Travel Company for providing e-Ticketing solutions, using White Labeling solution.

Tender document can be obtained from DTTDC head office by paying Rs.5,250/- or may be downloaded from DTTDC's web-site <http://delhitourism.gov.in> . Revised prepone last date for submission of tender is **20-09-2013 by 15.00 hours**.

**General Manager, DTTDC**

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## Tender Schedule

<b>Sl. No.</b>	<b>Description</b>	<b>Date &amp; Time</b>
1	Issue / Uploading of the RFP Document on DTTDC website <a href="http://www.delhitourism.gov.in">http://www.delhitourism.gov.in</a>	17-08-2013, Saturday
2	Pre-bid Meeting	27-08-2013, Tuesday at 11.30 am
3	Last date of receiving queries	30-08-2013, Friday
4	DTTDC response to queries / revised RFP	06-09-2013, Friday
5	Bid Due date as per revised RFP	20-09-2013, Friday up to 1500 hours
6	Opening of Technical proposal	20-09-2013, Friday at 1530 hours
7	Presentation including concept, technical overview, project development for white label	24-09-2013, Tuesday at 1200 hours
8	Opening of Financial proposal	27-09-2013, Friday
9	Issuance of Letter of Intent	08-10-2013, Tuesday

## DISCLAIMER

The information contained in this Request for Proposal document (the "**RFP**") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the DTTDC or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the DTTDC to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their technical and financial offers pursuant to this RFP (the "**Bid**" or "**Proposal**"). This RFP includes statements, which reflect various assumptions and assessments arrived at by the DTTDC in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the DTTDC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The DTTDC accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The DTTDC, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law,

statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage.

The DTTDC also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

The DTTDC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the DTTDC is bound to select a Bidder or to appoint the Successful Bidder or Operator, as the case may be, for the Project and the DTTDC reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the DTTDC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the DTTDC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

**VOLUME I – INFORMATION TO BIDDERS**

## 1.0 Background and Objective:

- Delhi Tourism and Transportation Development Corporation (the “**DTTDC**”) came into its existence on 12<sup>th</sup> December, 1975 under the aegis of Government of NCT of Delhi with an object of developing Tourism and carrying out other tourism related activities within the ambit of its Memorandum of Association.
- Ever since its inception DTTDC has undertaken multifarious activities like setting up and operation of Garden of Five Senses, Dilli Haats, Coffee Homes, Canteens, providing of Outdoor Catering Services, Memorials, production of Tourist Literature, Dissemination of Tourism Information, operation of Tourism/Travel Counters, providing of Tours & Transport Services, Adventure Sports activities, development of Lakes and Camping Sites, construction of Bridges, Fly-over, Underpasses and such other infrastructural projects, retail trading of liquor, organizing of Regular Fairs & Festivals. The annual turnover of the DTTDC is around 1000 Crores.
- Delhi needs to showcase and facilitates its best through its Website to the world - a platform for accessing authentic information about Delhi and provide e-booking facilities on the portal.
- Delhi Tourism created a website which provides all information and facilitates a tourist to plan itineraries for Delhi and beyond. In addition, this portal provides e-booking facility for various package tours and services provided by DTTDC and its associates.
- It is proposed that for providing various other tourist related services such as air bookings, accommodation, transportation, packages and other travel related services etc. so as to facilitate National and International tourist, through e-bookings and also to make this website/portal a self subsistent revenue earning module instead of reinventing the wheel, efforts may be made to associate with existing established and creditable on line travel companies using white labeling technique.

Objective of **e-paryatan** project:

- a) To facilitate existing website of DTTDC ([www.delhitourism.gov.in](http://www.delhitourism.gov.in)) with the booking engine for providing e-ticketing solutions using white labeling, in various domain of tourism and travel such as airline, transport accommodation, tour packages for Tourist and Corporate.
- b) To facilitate these services to Government travel requirements.
- c) To advertise and market LTC/ LTA travel facilities to Government officials for their requirements.
- d) To enhance the services levels for National and International tourists. To generate revenue through commission sharing/advertisement & by managing traffic both domestic & International tourist.

- e) To provide an easy and independent Travel solution to all departments at their fingertips.
- f) To make all the transactions transparent at all levels.
- g) To make all departments more accountable for transaction & payments thereof.
- h) To promote futuristic e-commerce solution.

## 2.0 Scope of Work

DTTDC intends to upgrade facilitation on Delhi Tourism Website through an alliance with a reputed Indian IATA travel company for provide e-booking solutions in various following domain of tourism and travel for national and international tourist on Web Portal of Delhi Tourism i.e.;

- Air ticketing [Domestic / International / Low Cost Carrier etc]
- Accommodation
- Road Transport [Bus / Car]
- Tour/ Holiday Packages
- Travel Insurance, Visa Assistance, FOREX etc.

It is envisaged that the service provider will integrate their e-booking engine for providing these services on website of DTTDC at their own cost in consultation with DTTDC and its technology partners who are hosting (NIC) and maintaining (C-DAC) the existing website DTTDC.

- This project would be for an **initial period of 2 years** from the date of launching of online services on DTTDC website through the white labeling link/solution with **one year LOCK IN PERIOD**. A review may be taken for further continuation of this arrangement with the selected implementing agency by DTTDC for a period of **ONE** more year.
- The services provider is only a backend solution for DTTDC to promote business through e-commerce. All transactions happening on DTTDC website would be handled by the service provider for all administrative and financial purposes, transparent to the user, without modifying the look and feel of DTTDC website. But it shall in no way promote its own brand (in frontend or on face) over DTTDC without consent.
- All pre sales, actual sales and post sales services would be provided by the service provider through their own infrastructure, which may include all IT setup, customer support services, customer relationship management, logistics, bookings, cancellations, refunds, grievance management etc.
- The service provider shall share the commission with DTTDC on per successful transaction basis i.e. flown & service utilized.
- A presentation along with write up document to be given by the IA for the entire project implementation.

### 3.0 Eligibility Criteria

The bidder should be a reputed IATA approved **Profit making** Indian IATA travel Company for providing e-Ticketing solutions, using White Labeling solution. *They should provide relevant documents in claim of such entity.*

Please attach the following

- A) Certification of Incorporation registered under Indian Company Act 1956.
  - B) Copy of Article of Association.
  - C) Copy of Memorandum of Association
- The bidder (Prime Bidder in case of a consortium) should have been in operation for a period of at least 3 years as of 31.03.2013 as evidenced by the Certificate of Incorporation issued by the Registrar of Companies, Government of India.
  - The bidder should have office in Delhi / NCR region
  - The bidder's consolidated turnover from the business of IATA travel business of online travel should be minimum of Rs.300 crores in the last three financial years. *A certificate from the Chartered Accountant / Statutory Auditor on the turnovers in each of these years, in original, must be submitted.*
  - The bidder shall have a minimum of one year experience in implementation of white labeling based solution through its own platform. The bidder shall have its own created white label solution. The bidder using others white label solution is not entitled to bid for the RFP. For the purpose bidder shall have in house qualified professionals. Letter of recommendation from minimum 2 such users must be submitted.
  - The bidder shall have a 24 \* 7 \* 365 support centre/call centre/ helpline and must be capable to delegate dedicated staff for DTDTC queries.
  - In case of any loss to the customer over wrong booking, Wrong and incomplete information, mishandling of queries etc. the bidder would be required to fund the complete loss if any. In case of reasons beyond control like offloading/ flight cancellations, in-voluntary re-routings etc. the bidder shall use all his resources and clout to find and provide and ensure viable solution to the passenger and also provide a consolidated report to DTTDC.

**NOTE : The detailed responsibilities of the bidder are placed at VOLUME II and will form part of the agreement between DTTDC and selected bidder**

## 4.0 Bidding Process

This invitation for bid shall be three bid system viz. i) Pre-Bid, ii) Technical Bid and iii) Financial Bid. The Technical Evaluation criteria are mentioned in Annexure A and the Financial Evaluation criteria are mentioned in Annexure B. After evaluation of technical proposals, the commercial proposals of only those bidders who qualified in the technical evaluation criteria will be opened. Only the bidders, who score more than or equal to 60 (**Sixty**) marks in the technical evaluation, subject to **maximum Six such top companies**, will qualify to participate in the commercial process of IA. Final selection, thereafter, shall be based on the highest financial bid offered as per commercial proposal. The venue, date and timing of opening of commercial bid will be informed to the successful bidders. If there is no representative of the bidder, DTTDC shall go ahead and open the bids.

This invitation for bids is open to all bidders who fulfill Eligibility Criteria as specified below. Considering the wide variety of skills and resourced needed to implement the proposed project of white label solution, a consortium of companies may bid for the project. One of the members of the consortium should act as the 'Prime Bidder' and shall be responsible to DTTDC for discharging of all responsibilities related to the bid finalization and implementation of project white label solution (if selected as the 'Implementing Agency (IA)'. The other members of the consortium or group shall be called as 'Consortium Members'. The total number of members in the consortium (including the prime Bidder) should not exceed 3 (THREE). The Prime Bidder should submit the bid on behalf of the consortium along with a copy of the consortium agreement and authorization from consortium members.

Bidders are advised to study the bid document carefully. Submission of the Bid should be deemed to have been done after careful study and examination of all the instructions, eligibility norms, terms and requirement specifications in the tender document with full understanding of its implications. Bids not complying with the tender document are liable to be rejected. Failure to furnish all information required in the tender Document or submission of a bid not substantially responsive to the tender document in all respects will be at the bidder's risk and may result in the rejection of the bid.

#### **4.1. Bid Composition**

The bid shall be submitted in the manner as given below and addressed to:

**The General Manager  
Delhi Tourism & Transportation Development Corporation Ltd. (DTTDC)  
18-A, DDA SCO Complex,  
Defence Colony,  
New Delhi-110 024**

Tenders can be either downloaded from our web-site or obtained from DTTDC's Cashier at above mentioned address.

Three inner Envelopes shall contain:

**Envelope 1:** EMD and tender Fee: the envelope shall contain

(i) an EMD in the form of Demand Draft / Bank Guarantee for an amount of Rupees 2,00,000/- (Rs. Two Lacs only) drawn from a scheduled Commercial Bank in favour of Delhi Tourism and Transportation Development Corporation Ltd., New Delhi.

(ii) Demand draft for Rs.5,250/- as Tender Fees (tender fee is non -refundable and non -transferable) in favour of Delhi Tourism and Transportation Development Corporation Ltd., New Delhi.

The Envelope 1 shall be sealed and superscripted "EMD and Tender Fee -For selection of online travel company."

**Envelope 2:** Technical Bid: Documents as required in the Tender shall be submitted in this envelope. The envelope 2 shall be sealed and superscripted "Technical Documents for Selection of Online travel company." The document should be properly bounded or tagged with no loose sheets. Each page should be numbered and conformance to the eligibility criteria/technical bid should be indicated using an index page.

**Envelope 3:** Financial Bid: The envelope 3 shall be sealed and superscripted "Financial bid" This shall be submitted as per prescribed proforma attached in this document

The above 3 Envelopes shall be placed in an outer Envelope superscripted "DTTDC Tender for selection of Online travel company" The same shall be submitted to the office of General Manager, DTTDC on or before the due date and time for consideration of the bid.

## **4.2. Performance Bank Guarantee:**

A. The selected firm shall have to deposit performance Guarantee amounting to Rs.10,00,000/- (Rupees TEN LACS Only) in favor of DTTDC Ltd, New Delhi valid for a period of 6 months beyond the contract period in form of a Demand Draft / Bank Guarantee drawn from a scheduled Commercial Bank in favour of Delhi Tourism and Transportation Development Corporation Ltd., New Delhi.

The EMD of unsuccessful bidders shall be returned without interest after finalization of the tender. EMD of the successful bidder shall be returned without any interest, on receipt of Performance Bank Guarantee (BG) of equal amount valid for the period mentioned above. The BG shall be released after satisfactory job completion or expiry of selection; whichever is later as stated above.

## **4.3. Forfeiture of Earnest Money Deposit/Security Deposit**

The Earnest Money Deposit can be forfeited, if a Bidder:

- (a) Withdraws its bid during the period of bid validity.
- (b) Does not accept the correction of errors.
- (c) In case of the successful Bidder Failed to sign the contract agreement or Deposit Performance Guarantee within the specified time period

## **4.4. Pre bid meeting**

DTTDC will hold a pre bid meeting with the prospective bidders at the given time and date (as given in the schedule) in the DTTDC's Head office to discuss the requirement and purpose of the Tender.

A maximum of three prospective representatives of each Bidder shall be allowed to participate.

The queries can be addressed to Sh. Binay Bhushan, General Manager, and DTTDC through e-mail to [gm@delhitourism.gov.in](mailto:gm@delhitourism.gov.in) / letter with a subject "Selection of online travel company – Queries" (e-Mail with any other subject will not be entertained). Queries received after 3 days of pre bid meeting will not be entertained.

- a. Bids, complete in all respects, must be submitted to the office of the General Manager DTTDC by the due date and time.
- b. DTTDC may, at its own discretion, extend the date for bid submission. In such a case all rights and obligations of DTTDC and the Bidders shall be applicable to the extended time frame.
- c. Any bid received by DTTDC after the prescribed deadline for submission of bids will be summarily rejected and returned to the Bidder. DTTDC shall not be responsible for any postal delay or non-receipt / non-delivery of the documents. No further correspondence on this subject will be entertained.

- d. The bids submitted by telex/ telegram/ fax/ Email or any manner other than specified above will not be considered. No correspondence will be entertained on this matter.
- e. At any time prior to the last date for receipt of bids, DTTDC, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender Document by an amendment. The amendment will be notified on DTTDC's website <http://delhitourism.gov.in> and should be taken into consideration by the prospective bidders while preparing their bids. Lapses of any kind on the part of the bidder will be at sole risk of bidder.
- f. In order to give prospective bidders reasonable time to take the amendment into account in preparing their bids, DTTDC may, at its discretion, extend the last date for the receipt of bids. No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified by the bidder in the bid. Withdrawal of a bid during this interval may result in forfeiture of Bidder's EMD.
- g. The bidders will bear all costs associated with the preparation and submission of their bids. DTTDC will, in no case, be responsible or liable for those costs, regardless of the outcome of the tendering process.
- h. Printed terms and conditions of the bidders will not be accepted as forming part of their bid. The terms and conditions including eligibility criteria as laid down in the Tender Document are firm and final and deviation in any form there to shall not be accepted and entertained.

#### **4.6. Opening of Bids**

The bids will be opened in the presence of bidders' authorized person (only one) who chooses to attend the Bid opening sessions. The bidders' representatives who are present shall sign a register evidencing their presence. In the event of the specified date of Bid opening being declared a holiday for DTTDC, the Bids shall be opened at the same time and location on the next working day.

##### **4.6.1. Opening of Envelope 1 - EMD and Tender Fee**

Prior to opening of the Envelope Cover 1, DTTDC shall announce the names of bidders, who have given advance notice for modification to or withdrawal of their bids from the tendering process well before the last date and time for the submission of bids. Bids of such bidders shall be returned to their representatives, if present or sent by post to their addresses without fortified EMD. Subsequent to this, EMD & Tender Fee envelope will be opened. Bids not accompanied with the requisite EMD and Tender fee shall be summarily rejected.

#### **4.6.2. Opening of Envelope 2 - Technical Bid**

Technical bid (and technical bid modifications, if any) envelope of only those bidders, whose EMD and Tender fee are in order, shall be opened on the same date and time. The bids will then be passed on to a duly constituted Technical Evaluation Committee (TEC) for evaluation.

#### **4.6.2. Opening of Envelope 3 - Financial Bid**

Financial Bid of only those bidders qualifying in the Technical bid shall be opened. However technical capability will be assessed on eligibility, expertise, presentation as defined herein in this document. In case bidders do not submit financial bid as defined in RFP/or the bid is conditional, the EMD shall be forfeited by DTTDC.

#### **4.7. Bid Validity**

All the bids must be valid for a period of 180 days from the date of tender opening. However, the rates should be valid for the initial/extended period of selection. No request will be considered for price revision during the selection (contract) period. If necessary, DTTDC will seek extension in the bid validity period beyond 180 days. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD.

#### **4.8. Evaluation of bids**

a. When deemed necessary, during the evaluation process DTTDC may seek clarifications on any aspect of their bid from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted. This would also not mean that their bid has been accepted.

b. Any effort by a bidder to influence DTTDC's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid and forfeiture of the bidder's EMD.

c. Notwithstanding anything contained in the RFP, the DTTDC reserves the right to accept any bid, and to cancel/ abort/ annul the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders and of any obligation to inform the affected bidders of the grounds for DTTDC's action and without assigning any reasons therefore.

d. Financial bids of only those companies qualifying in the technical bid will be opened.

e. DTTDC reserves the right to award the work for either one OR both parts of consulting activities to one OR more companies.

#### **4.8.1. Eligibility Criteria**

The bids will be evaluated by a duly constituted Technical Evaluation Committee (TEC). Bids, not satisfying the eligibility criteria will be rejected. The TEC will then evaluate information submitted as per tender terms. The TEC may call the eligible bidders for a presentation of the projects handled by them and quoted here. The time limit, in which the bidders have to submit the additional information or present their projects, will be decided by the TEC and its decision will be final in this regard. Bidder failing to adhere to the specified time limit will be rejected.

#### **4.9. Award of Contract (Selection)**

a. On written communication from DTTDC for having qualified for selection the bidder will sign the contract Agreement and Deposit Performance Guarantee (letter of selection) within 15 days of such communication, failing which, the offer will be treated as withdrawn and EMD forfeited. DTTDC reserves the right to extend the offer to the next eligible bidder.

b. The bidder selected for selection will give security deposit in the form of Demand Draft in favour of DTTDC, for the duration of the selection or extended period, if any, in favour of DTTDC, New Delhi within 15 days of receipt of work order. On receipt of Performance Guarantee, EMD will be refunded without any interest.

c. The incidental expenses of execution of agreement / contract will be borne by the successful bidder.

d. The conditions stipulated in the contract will be strictly adhered by the bidder and violation of any of these conditions will entail termination of the contract without prejudice to the rights of the DTTDC. In addition, DTTDC will be free to forfeit the Security deposit and getting the assigned work done from alternate sources at the risk and cost of the defaulting bidder.

#### **4.10. Termination for Insolvency, Dissolution etc**

DTTDC may at any time terminate the selection by giving written notice to the bidder without any compensation if the selected bidder becomes bankrupt or otherwise insolvent or in case of dissolution of firm or winding up of company, provided that such termination will not prejudice or effect any right of action or remedy which has accrued thereafter to DTTDC.

#### **4.11. Change of Name of the Firm**

During selection period, if the bidder's name is changed due to acquisition, amalgamation etc., bidder must inform DTTDC with all required documents within one month of its name change failing which all dues to the firm will remain on hold. DTTDC will not entertain any name change requests during the bidding process. In this case the bid will be rejected straightaway.

#### **4.12. Termination for Convenience**

DTTDC reserves the right to terminate by prior written notice of two months, the whole or part of the contract. The notice of termination will specify that termination is for DTTDC's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.

#### **4.13. No Claim Certificate**

The selected bidder will not be entitled to make any claim, whatsoever, against DTTDC under or by virtue of or arising out of this contract nor will DTTDC entertain or consider any such claim for the jobs accepted post selection.

#### **4.14 Suspension**

DTTDC may by a written notice of suspension, suspend all payments to the selected bidder under the contract, if the selected bidder fails to perform any of its obligations under this contract provided that such notice of suspension:

- a. will specify the nature of the failure and
- b. will request the selected bidder to remedy such failure within specified period from the date of issue of such notice of suspension.

#### **4.15 Confidentiality**

The selected Bidder and their personnel will not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of DTTDC without the prior written consent of DTTDC.

The Bidder shall notify DTTDC promptly if it is aware of any disclosure of the information otherwise than as permitted by this contract.

The Bidder shall be liable to fully responsible DTTDC for any loss of revenue arising from breach of confidentiality. DTTDC reserves the right to adopt legal proceedings, civil or criminal, against the BIDDER in relation to a dispute arising out of breach of obligation by the BIDDER under this clause.

The Bidder shall not take away or remove in whatever manner any information on any media like but not limited to Floppy, Digital Drives, CDs, DVDs, email etc. from E-Ticketing Solution without the specific written permission of DTTDC. Bidder, if required, shall seek specific permission for each such event.

The Bidder shall not use any information which might have come to its knowledge in whatever manner during the discharge of its obligations under the contract for any purpose except strictly for discharging his obligations under the contract and no more.

#### **4.16 Security**

a. The agency will ensure that no information about the software, hardware, database and the policies of the DTTDC is taken out in any form including electronic form or otherwise by the Implementing Agency.

b. The implementing agency or its deployed personnel, by virtue of working on DTTDC can't claim any rights on the work performed by them. DTTDC will have absolute rights on the work assigned and performed by them. Neither any claims of the agency or its deployed professionals will be entertained on the deliverables. All documents, deliverables generated during the tenure of selection of the time, will be the property of DTTDC.

#### **4.17 Indemnity**

a. The selected agency will indemnify DTTDC of all legal obligations of its professionals deployed for DTTDC project.

b. DTTDC also stand absolved of any liability on account of death or injury sustained by the Agency staff during the performance of this selection and also for any damages or compensation due to any dispute between the agency and its staff.

c. The BIDDER shall execute and furnish to DTTDC a Deed of Indemnity in favor of DTTDC in a form and manner acceptable to DTTDC, indemnifying DTTDC of all legal obligations of its professional deployed for DTTDC project and from and against any costs, loss, damage, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the contract period out of; or

d. Any negligence or wrongful act or omission by the Bidder or the Implementation Agency's Team or any sub-implementation Agency/ Third party in connection with or incidental to this Contract; or

e. The indemnity shall be to the extent of 100% in favor of DTTDC.

#### **4.18 Termination for Insolvency & Default**

[Termination for Insolvency]

DTTDC may at any time terminate the work order / contract by giving written notice to the agency, without any compensation to the agency, if the agency becomes bankrupt or otherwise insolvent or failed to execute the project as per timelines and satisfaction of DTTDC or client department.

[Termination for Default]

a. Default is said to have occurred if the agency fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by DTTDC.

b. If the agency fails to perform any other obligation(s) under the contract / work order.

If the agency, in either of the above circumstances, does not take remedial steps within stipulated time period after receipt of the default notice from DTTDC (or takes longer period in spite of what DTTDC may authorize in writing), DTTDC may terminate the contract / work order in whole or in part. In addition to above, DTTDC may at its discretion also take the following actions:

DTTDC may transfer upon such terms and in such manner, as it deem appropriate work order for similar support service to other agency and the defaulting agency will be liable to compensate DTTDC for any extra expenditure involved towards support service to complete the scope of work totally.

## Section 5: Project Progress

### Project Management Unit (PMU)

The Project Management Unit shall be headed by the CMD/ MD DTTDC, to oversee and steer the project. PMU will be main contact for IA as far as DTTDC is concerned.

### Project Implementation Unit (PIU)

The PIU shall be headed by an officer of DTTDC to steer the project. The PIU would help in resolving day to day issues with the IA. The major responsibilities will include:

S.No.	Description
1.	Ensuring a close coordination with IA
2.	Any other responsibility as may need to be fulfilled.
3.	To co-ordinate with the IA on daily basis for resolving any issue related to regular operations of the project.
4	Ensure releasing payments towards the, within the time prescribed in the SLA and levying penalties whenever SLA metrics are not met.

### 5.1 Service Level Agreement (SLA)

DTTDC may impose SLA based penalties on the selected bidder for non satisfactory performance of the project. The penalties shall be decided by the Project committee and will be deducted from performance bank guarantee submitted by the successful bidder.

#### a. Liquidity Damages/ Penalty clause

In case of delay in delivery of the project, i.e. go live with in a period of 90 days from the award of work, a penalty of Rs.10,000/- per day would be levied on the IA.

This white label solution and any shortcoming on part of the IA will be visible all over the world to millions of people and should act as a deterrent to the IA, and as a caution to them to avoid any non satisfactory performance. However in the case of non satisfactory performance during contract period is not rectified within a period of 10 days of it being brought to the notice of IA by DTTDC, then penal clause would come into effect and a penalty as deemed fit may be imposed by the CMD/MD, DTTDC, but not less than Rs.10,000/- per day on the IA.

In case IA plays any fraud, the entire amount of Performance guarantee would be forfeited and contract would be terminated by DTTDC.

Penalty as decided by DTTDC be imposed on the implementing agency, in case of cheating/ fraud/ misdemeanor/ intention to hide information to his own benefit would be imposed by DTTDC without further arguments / arbitration.

#### **b. Language of Proposal**

The proposal and all correspondence and documents shall be written in English. All proposals and accompanying documentation will become the property of the DTTDC and will not be returned. The hardcopy version will be considered as the official proposal.

#### **c. Prices**

The IA shall offer various segmental %ages for respective segments in the given performa (Annexure - B), (% (percentage) of Gross Revenues (Gross receipts from transaction from all services including value added services) from the web portal. The percentages of commission offered must be quoted in two (2) decimal places greater than zero 0.\*\*, for the entire assignment as per the envisaged outcomes/ scope of work defined in of this RFP.

This payment to be made to DTTDC by IA shall cover all products and services available through this white label solution. IA shall pay to DTTDC in Indian rupees equivalent in case of the transactions resulting in any other currency.

### **Section 6: General Terms and Conditions**

- a. The selected bidder will not outsource or sublet the work to any other associate/franchisee/third party under any circumstances without written permission of competent authority in Delhi Tourism. If it so happens, then DTTDC will impose sanctions, which will include: forfeiture of bank guarantees and termination of the Contract for default.
- b. DTTDC may by written notice sent to the selected bidder; terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for DTTDC's convenience, the extent to which performance of work under the work order and /or the contract is terminated, and the date upon which such termination becomes effective. DTTDC reserves the right to cancel the remaining part and pay to the selected vendor an agreed amount for partially completed Services.
- c. In the event of the change of ownership in part or in whole of the IA by another company, all the obligations under the agreement with DTTDC, should be passed on for compliance by the new company / new division in the negotiation for their transfer. Prior approval of DTTDC shall be required for this purpose.

- d. The successful bidder automatically agree with DTTDC for honouring all aspects of fair trade practices in executing the work orders placed by DTTDC.
- e. Intellectual Property Rights: The selected Bidder will indemnify DTTDC infringement of third party rights be they under the Patents Acts or the IPR of any.
- f. DTTDC shall hire and nominate an IT Audit agency (empanelled with CERT.IN) shall carry out the Certification of the Web portal of Implementing Agency to ensure compliance with the standards as applicable.
- g. Notwithstanding any thing in this agreement, CMD/MD DTTDC with the approval of the Board of Directors, DTTDC, reserves the right to amend any clause in public interest.
- h. The IA should be an Indian organization with permanent office based in Delhi / National Capital Region.
- i. In case of **tie** in the financial bid the party having more marks in the technical bid will be awarded the work.

In the event that two or more Bidders quote the same amount of %ages of commissions (the "**Tie Bidders**"), the DTTDC shall identify the Successful Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders. In case of absenteeism, bidder shall loose all rights to the bid.

- j. The IA shall transparently declare any other revenue generated out of this web portal / call centre, in order to determine any additional revenue sharing required between IA and DTTDC.

## **Section 7: Force Majeure**

a. Notwithstanding the provisions of the tender, the Bidder will not be liable for forfeiture of its performance guarantee, liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

b. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of DTTDC either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

c. If a Force Majeure situation arises, the selected Bidder will promptly notify DTTDC in writing of such conditions and the cause thereof. Unless otherwise directed by DTTDC in writing, the Bidder will continue to perform its obligations under the contract as far as reasonably practical and will seek all reasonable alternative means for performance not prevented by the Force Majeure event. DTTDC may terminate

this contract, by giving a written notice to the Bidder, if as a result of Force Majeure, the Bidder being unable to perform a material portion of the services.

## **Section 8: Arbitration and Jurisdiction**

DTTDC and the bidder will make every effort to resolve amicably by direct negotiation any disagreement or dispute arising between them under or in connection with the work order. If any dispute will arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, such dispute will be referred to the arbitrator appointed by Managing Director, DTTDC and the award of the arbitration, as the case may be, will be final and binding on both the parties. The arbitrator with the consent of parties may modify the time frame for making and publishing the award.

Such arbitration will be governed in all respects by the provision of the Indian Arbitration Act, 1996 or later and the rules there under and any statutory modification or reenactment, thereof. The arbitration proceedings will be held in New Delhi, India.

The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

### **Continuance of Contract**

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending the parties hereto shall continue to be governed by and perform the work in accordance with the provision under the scope of the work to ensure continuity of operation.

## **Section 9: Applicable Law**

The work orders will be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/ processing. Any default in the terms and conditions of the tender by the bidder will lead to rejection of bid/work order and forfeiture of EMD/Security Deposit.

During the tenure of this contract nothing shall be done by the BIDDER in contravention of any law, act and / or rules / regulations, there under or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep DTTDC indemnified in this regard.

## Annexure-A: Technical Evaluation Criteria:

Sl.No	Criteria	75 Marks (out of 100)												
<b>1</b>	<p>1.1 Consolidated turnover from IATA OnLine Travel business during last 3 financial years</p> <table border="1" style="margin-left: 20px; border-collapse: collapse; width: 80%;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 20%;">2010-11</th> <th style="width: 20%;">2011-12</th> <th style="width: 20%;">2012-13</th> </tr> </thead> <tbody> <tr> <td>Turn over</td> <td></td> <td></td> <td></td> </tr> <tr> <td>Profit after Tax</td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p style="margin-left: 20px;">                     Rs.300 Crore to 1000 crore - 10 Marks                      &gt; Rs.1000 Crore to Rs.2000 crore - 12 Marks                      &gt; Rs.2000 crore and above - 15 Marks                 </p> <p>1.2 The applicant firm shall be in operation in India since _____</p> <p style="margin-left: 20px;">                     &lt;=3 years - 4 Marks                      &lt;=4 years - 6 Marks                      &lt;=5 years - 8 Marks                      &lt;=6 years - 10 marks                 </p> <p>1.3 Experience in projects design, development and implementation of on-line tourism travel web portals with e-commerce facility.</p> <p style="margin-left: 20px;">                     - 5 projects &amp; above - 15 Marks                      - &gt;5 to 3 projects - 10 Marks                      - &gt;3 to 1 project - 05 Marks                 </p> <p>1.4 Average No. of <b>Unique</b> Hits per day during last financial year</p> <p style="margin-left: 20px;">                     - &gt;= 50,000 - 05 Marks                      - 25,000 to 50,000 - 03 Marks                      - Less than 25,000 - 01 Marks                 </p> <p>1.5 Average No. of <b>successful transactions</b> per day during last financial year</p> <p style="margin-left: 20px;">                     - More than 3,000 - 05 Marks                      - 2,000 to 3,000 - 03 Marks                      - Less than 2,000 - 02 Marks                 </p>		2010-11	2011-12	2012-13	Turn over				Profit after Tax				<p>15</p> <p>10</p> <p>15</p> <p>05</p> <p>05</p>
	2010-11	2011-12	2012-13											
Turn over														
Profit after Tax														

	<p><b>1.6 Availability of 24*7*365 support centre/ call centre/ helpline.</b>(Provide certified copies of all details along with telephone numbers)</p> <p><b>1.7 Multiple Integrations for Web portal</b></p> <ul style="list-style-type: none"> <li>- Integration with multiple airlines 03</li> <li>- Integration with multiple hotel consolidators 02</li> <li>- Integration with multiple coach(buses)provider 02</li> <li>- Integration with travel insurance providers 02</li> <li>- Integration with multiple payment gateways 02</li> <li>- Integration with Indian Railways 02</li> <li>- Integration with GDS 02</li> </ul> <p>(Provide MOU documents certifying the above tie ups)</p> <p><b>1.8 Previous Experiences on ground handling operations for Foreign Tourists/tourists groups and mega events</b> ( Provide details certifying the ground group handling capabilities)</p>	<p>05</p> <p>15</p> <p>05</p>
2	<p><b>Methodology, work plan and understanding of the scope of the White label solution</b></p> <p>This should address overview of the proposed project solution, technical, security and network architecture, scalability and performance, operational environment, change management strategies, work plan, solution design, roll out strategy, project solution management/ implementation methodology</p> <p>Presentation including concept, technical overview, project development white label integration lifecycle, content aggregation strategy and Marketing</p> <p>(For the above purposes, bidder need to give complete write up and a detailed presentation to the evaluation committee)</p>	<p>25</p> <p>15</p> <p>10</p>

**Please provide relevant documents to support the abovementioned technical criteria**

**In addition to the abovementioned Technical criteria all bidders are required to submit their comments on the below mentioned clauses regarding blacklisting of Firms/ Agencies/ Corporations;**

a) Whether proprietor/ partner / company/ agency is defaulter with DTTDC/ and/or with any other Corporation of Delhi Government/ Central Government?

b) Whether any final show cause notice has been issued to such agencies/ corporation pertaining to any dispute and its status at the time of submitting Tender/ RFP/ RFQ?

c) Disclosure of projects earlier taken by the Proprietor / or in pool/ Corporation with DTTDC and any other related organization of the Government?

e) Whether execution of the project has been fulfilled in time and unable to explain its conduct?

f) Whether proceedings are pending before any forum/ tribunal/ courts/ commission. If so, nature and detailed of such dispute be stated specifically?

g) Duration from which dispute is pending and present status.

h) Non disclosure of the information and with holding of such information shall amount to disqualification in participation in the bid or tender of the DTTDC.

As per the terms and conditions of DTTDC the participation/ approval of such tenders shall be liable to be cancel at any stage at the sole discretion of DTTDC. Further, any bids/ tenders of such person, bodies, corporation and agencies may not be considered in case it is found that:-

a) Such agencies are in violation of department's earlier projects.

b) Have failed to comply the request and demands made by the Corporation in spite of final show cause notice issued with them.

c) Those agencies or its constituents whose assignment / lease/ sublease had been terminated for default of contract or violations of terms and conditions agreed with DTTDC terminated by DTTDC in past.

## Annexure-B: Financial Bid

Dated:.....

No: \_\_\_\_\_

### Project: White Label Solution

We have carefully gone through the Tender Document (RFP) and our offers are follows:

<b>Segments</b>	<b>%age commission Offered to DTTDC</b>
Air	.....%
Hotel	.....%
Transport	.....%
Packages	.....%
Others (Travel Insurance)	.....%

*(This percentage value shall be in maximum of two decimal places only)*

**The bidder should mention %age of commission for all above mentioned segments, else that blank %age for any segment would be considered as 0%age.**

**(SUCCESSFUL TRANSACTION :** This would imply that transaction settled by the visitor/ caller on the web portal OR call centre for purchasing any product/ service by way of doing actual online financial transaction, transferring funds from his/her account over the payment gateway and otherwise)

The commissions on successful transactions should include all possible revenue generating sources, productivity linked bonus, special schemes, incentives etc.

Note:- The Revenue sharing shall remain same for the period of contract regardless of any change in taxes, duties, levies, cess etc.

The Liability for payment of applicable taxes, levies, cess, fee, Payment gateways bank charges – current and future, arising out of this assignment shall be of the Implementing Agency (IA).

**Signature  
(Authorized Signatory)**

**Note: - The Financial Bid should be submitted on Company Letter Head.**

**Example for calculation of Financial Bid**

**Scenario (With estimated gross revenue of 100 Crore Annually)**

Segments	Market Share in %age	Gross Revenue (in Crores)	%age commission Offered to DTTDC by 'X'co.	%age commission Offered to DTTDC by 'Y'co.	%age commission Offered to DTTDC by 'Z'co.	Commission Earned by DTTDC Through 'X' Co. (in crs.)	Commission Earned by DTTDC Through 'Y' Co. (in crs.)	Commission Earned by DTTDC Through 'Z' Co. (in crs.)
Air	80%	80	2%	3%	2.50%	1.60	2.40	2.00
Hotel	6%	6	8%	6%	7.50%	0.48	0.36	0.45
Transport	5%	5	7%	5%	7.50%	0.35	0.25	0.38
Packages	5%	5	10%	8%	10%	0.50	0.40	0.50
Others (Travel Insurance)	4%	4	7%	8%	8%	0.28	0.32	0.32
<b>Total</b>	<b>100.00%</b>	<b>100</b>				<b>3.21</b>	<b>3.73</b>	<b>3.65</b>
						<b>H-3</b>	<b>H-1</b>	<b>H-2</b>

**For the purpose of calculation of Highest bidder an estimated gross revenue of 100 crores shall be taken as Base criteria. The market share for all segments is mentioned in the following example table and accordingly the selection of highest bidder for award of work shall be done.**

**VOLUME II - Conditions to be included in Draft Agreement**

## **Conditions to be included in the Draft Agreement/**

### **Responsibilities / Obligations of Bidder**

The selected bidder hereafter called implementing agency (IA) shall be responsible for the achieving the scope of work as envisaged by the present document. The IA shall also be responsible for its subsequent up-gradation during the contract period so as to add new services as may be decided by the DTTDC from time to time.

### **Responsibilities / obligations of the Implementation Agency and conditions**

The responsibilities of the implementation agency to be selected through this RFP and sections to be included in the Draft Agreement have been provided in Tables below. The implementation agency (primary bidder in case of a consortium) shall play the role of '**KEY PROJECT IMLEMENTOR & CO-ORDINATOR**' among other stakeholders to ensure that the project is implemented smoothly, with complete communication among the stakeholders, in a timely manner.

<b>Responsibilities / Obligations of IA</b>	
1.	To Study existing website of DTTDC and provide an inception report/ implementation plan for the project for approval of DTTDC
2.	Placing all selected e-commerce facility service through their e-booking engine, using white labeling, and their designated payment gateway, on the Delhi Tourism web portal hosted with National Informatics Centre.
3.	Ensuring uptime, performance and other key performance requirements including Security, data backup & business continuity.
4.	Ensure that daily back-up copies of the data generated through this project, are created and maintained safely and synchronization with the DR site.
5.	Produce and maintain system audit logs on the system for a period agreed to with the DTTDC. On expiry of the said period the audit logs should be archived and stored off-site.
6.	Regularly review the audit logs for relevant security lapses.
7.	Review security advisories (such as bulletins generally available in the industry) on a regular basis to determine vulnerabilities relevant to the information assets and take necessary preventive steps.

8.	IA needs to place FAQs on the website for better facilitation.
9.	IA need to develop feedback mechanism for customer satisfaction in form of database, blog, chats etc.
10.	Implement/add any additional services of DTTDC as and when they are ready for delivering the services online.
11.	Obtain sign-off on the service delivery process & mechanism for each service identified for the respective divisions of DTTDC.
12.	Testing of the system developed for delivery of services through portal and delivering an error and fault free solution.
13.	Coordinate and provide necessary support for acceptance testing and systems audit ( <i>functionality, process, performance &amp; security controls</i> ) to be performed by a third party agency to be identified by DTTDC
14.	Addressing the gaps, errors and any other related issues identified by DTTDC in the solution
15.	Implementation and operationalization of the error free solution for the portal.
16.	Providing services through portal in compliance with the relevant SLAs.
17.	24*7*365 monitoring & management of availability & security of the infrastructure & assets (including data, network, servers, systems etc).
18.	24*7*365 support by a toll free and normal line based tourist help line/ call centre for services offered through DTTDC web portal for Tourist support including marketing of the products/ services, Tourist assistance center and customer grievance. The phone number is required to be displayed on this web portal.
19.	The IA shall be responsible for all operational, financial and legal issues arising during this agreement among all participating partners and customers.
20.	IA shall ensure that prices of all products/ services etc. offered on this web portal are competitive.
21.	The IA may also be allowed to put advertisement in web portal on white label pages. Approval of DTTDC would be required for placing

	<p>advertisement on this web portal.</p> <p>The IA shall share the revenue 50% (percentage) of Gross Revenues (Gross receipts from transaction from all services including value added services) from the web portal after deducting taxes, service tax, duties, levies, cess etc* as applicable from time to time proposed to be shared by the bidder with DTTDC.**) generated.</p> <p>(Categories of advertisements debarred by the Local Bodies e.g. Municipal Corporations of Delhi, NDMC, Any Government Statutory body and PMU shall not be permitted on this web portal.</p>
22.	The selected bidder shall create a facility, to provide e-booking for establishments registered under, Bed and Breakfast scheme of Tourism Department, GNCTD.
23.	IA shall not use logo / name of DTTDC besides this project.
24.	The name and logo of DTTDC shall remain prominently on the top of all web pages of this web portal, even if the user moves from the main portal to the search engine or any other web page.
25.	IA need to prominently display at the time of final booking/ ticket that DTTDC would not be responsible for the services offered by IA / third party through this web portal.
26.	<p>IA shall send real time e-mail to DTTDC authorized e-mail ID for all successful transaction done through this white label solution.</p> <p>An e-mail for each successful transaction shall be sent to the customer with a copy to DTTDC.</p>
27.	Ensure overall security of the solution including installation and management of antivirus solution for protection of all the servers and systems implemented for the project.
28.	Ensure maintenance, upkeep and physical security of the all the digital and physical assets of the project.
29.	IA needs to comply with all provisions of the Indian Cyber laws and IT Act 2000 for the web portal and various orders/ circulars/ guidelines issued by the Government.
30.	Develop the Standard Operating Procedures (SOPs), in accordance with the ITIL standards, for Portal operations management. These SOPs shall cover all the aspects including Infrastructure monitoring, management, data backup & restoration, security policy, business

	continuity & disaster recovery, implementation procedures etc. The Agency shall obtain sign-offs on the SOPs from the DTTDC / DIT and shall make necessary changes, on a half yearly basis, to the fullest satisfaction of DTTDC/ DIT.
31.	System administration tasks such as managing the access control system, creating and managing users, taking backups etc.
32.	Giving a uniform look and feel to white label solution to develop the brand and image of DTTDC.
33.	Managing day to day operations of the web portal adhering to the SLAs. Ensuring that tourist convenience & satisfaction is given utmost priority all the time
34.	Providing all information sought by DTTDC in a timely manner.
35.	Responsible for any loss or mishandling of financial transactions including frauds etc. happening on this web portal.
36.	Building adequate prevention and detection controls in the processes handled at the web portal to ensure that no unauthorized transactions take place.
37.	The IA shall provide a provision in this project to send SMS to the customers regarding bookings, alerts, notices, information regarding service completion etc
38.	The IA would be required to add new features, functionalities as decided by DTTDC for betterment of the project in the public interest.
39.	IA may have National / International tie ups to promote the web portal on an ongoing basis. But these shall be done with the approval of the PMU only.
40.	IA would be responsible for any service provided through this project. The IA would be responsible for their agreements with any third party for this project.
41.	IA shall not share any information / statistics about this project with any party, without approval of DTTDC.
42.	The IA will give undertaking that all the services will show the same rates on DTTDC as well as IA portal
43.	That DTTDC would be provided a price parity with frontend B2C/ Channel of the Airlines or Travel Suppliers website i.e. Customer

	website.
44.	DTTDC however should have the flexibility of Discounts, under pricing or over pricing the rates.
<b>Reconciliation , Control and Accounting</b>	
45.	The IA would need to establish a comprehensive, online, and integrated Financial Accounting and Information System that would provide all the necessary checks and controls, provide access to all financial transactions and information, enable reconciliation of all financial transactions, enable reversal of transactions where necessary, between IA, DTTDC and service owners on a real-time, daily, weekly, fortnightly basis.
46.	The IA would have to design a fool-proof, fraud-proof and obsolescence-proof system that is totally secure and that can accept all new services and payment mechanisms e.g. smart card, payment gateways.
47.	The IA shall comply with all stipulations prescribed by DTTDC for enabling online monitoring of web portal on a continuing basis
48.	<b>MIS Reports:</b> The IA would be required to provide / facilitate centralized MIS reports for all transactions for the web portal. The IA should ensure availability of real-time web based MIS reports for any report in format as prescribed by DTTDC e.g. Tourist flow, availability of transport, accommodation, Transaction volumes, Collections, Exceptional scenarios e.g. disputed credit card transactions etc. etc.
49.	<b>MIS reports</b> should be able to provide drill down or drill through at each levels, keeping in view the priorities and requirements of each level separately. Indicative list of areas for MIS are as under; <ul style="list-style-type: none"> <li>a. Service</li> <li>b. Payment instrument</li> <li>c. Day, Week, Month and Year</li> <li>d. Comparative / graphical analytical reports across Days, Weeks, Months and Years</li> <li>e. The MIS reporting system should be able to export the report data to industry standard read-only formats, word processing and spreadsheet software applications</li> <li>f. The process and books of accounts and the computer system</li> </ul>

	<p>should be available for audit by the DTTDC or its agencies</p> <p>g. The IA shall develop any other MIS report required by the DTTDC from time-to-time.</p>
50.	<p>To enable the payment mechanisms including cash, credit card, debit card through Web portal, the associated reconciliation of accounts that is made by the Finance division of DTTDC and for accounting of such payments against each transaction / Service, the following aspects will need to be addressed in the Delhi Celebrates system:</p> <ol style="list-style-type: none"> <li>a. For the transaction leading after a successful transaction e.g. cancellation, extension, diversion etc. a real time on-line recording system needs to be provided by the IA. The reconciliation process viz. payments and cancellations etc. need to be authenticated by the Chartered Accountant of the IA to the satisfaction of DTTDC.</li> <li>b. Facilitate agreements for remittance of payments made to for this project to DTTDC into designated bank account(s) both in the case of electronic and challan method of payments</li> <li>c. Provide information to DTTDC authorize personnel to verify the payment data as part of their pre-scrutiny process.</li> <li>d. Provide daily and other periodic data (electronically and/or paper form) along with all supporting documentation to DTTDC authorized person to enable reconciliation of accounts with the Bank where applicable</li> </ol>
51.	<p>A Monitoring Unit consisting of DTTDC and implementing agency representatives would be constituted for overall project Management / Supervision.</p>
52.	<p>Any other responsibilities which are not mentioned in the responsibilities of DTTDC.</p>
53.	<p>DTTDC reserves the right to inspect and monitor/ assess the progress/ performance/ maintenance of the E- Ticketing Solution at any time during the course of the contract, after providing due notice to the Implementation Agency. DTTDC may demand and upon such demand being made DTTDC shall be provided with any document, data, material or any other information which it may require to enable it to assess the progress of the Project.</p>
54.	<p>DTTDC shall also have the right to conduct, either itself or through another third party as it may deem fit, an audit to monitor the</p>

	<p>performance by the BIDDER of its obligations / functions in accordance with the standards committed to or required by DTTDC and the BIDDER undertakes to cooperate with and provide to DTTDC/ any other third party appointed by DTTDC all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/ assessment would need to be rectified by the BIDDER failing which DTTDC may prejudice to any other rights that it may have issue a notice of default.</p>
55.	<p>The BIDDER shall at his own expense adopt suitable Risk Management methodology to mitigate all risks assumed by the BIDDER under this Contract. BIDDER shall underwrite all the risk related to its personnel deputed under this Contract as well as equipments and components of the E- Ticketing Solution, procured for E Ticketing equipments, tools and any other belongings of the BIDDER or their personnel during the entire period of their engagement in connection with contract and take all essential steps to reduce and mitigate the risk. DTTDC will have no liability on this account.</p>
56.	<p><b><u>Term and Extension of the Contract</u></b>  The Terms of this Contract shall be for a period as mentioned in the contract and contract shall come to an end on expiry of such period except when its terms is extended by DTTDC.</p> <p>DTTDC shall reserve the sole right to grant any extension to the term mentioned above on mutual agreement including fresh negotiations on terms and conditions.</p>
57.	<p><b><u>CONTINUANCE OF THE CONTRACT</u></b></p> <p>Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by any perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.</p>
58.	<p><b><u>IT ACT 2000</u></b></p> <p>Besides the terms and conditions stated in this document, the contract shall also be governed by the overall acts and guidelines as mentioned in IT Act,2000.</p>
59.	<p>Facility for DTTDC to create login / sub logins for its various departments / LTC customers is to be provided by the IA</p>

60.	DTTDC may provide table space at its offices to IA for bookings at DTTDC counters. The manpower and IT infrastructure shall be arranged by the IA.
61.	DTTDC will provide publicity for this project at its own sites and publicity channels.
62.	In case of LTC ticketing system with special LTC-80 fare (H Class Fares) a system need to be defined by the IA which may be a mixture of online and offline modes. A query may be generated online for booking of LTC tickets offline by DTTDC.
63.	The IA may be directed to declare the method being adopted for tracking the system of bookings made through DTTDC website in all segments.
64.	A system to share commission / service charges for booking and cancellation to be done by the IA to be devised. For tracking all transactions access shall be provided to DTTDC into the system of IA.
65.	The IA to declare the methodology being adopted for tracking the transactions generating from DTTDC website and ending in successful transactions.