



**Single Tender for Development & Maintenance of
Online Ticket Booking Services
of HeliYatra for IRCTC**

August-2024





Single Tender for Development of Online Ticket Booking Services of HeliYatra for IRCTC

1. Single Tender through online mode is invited for the below mentioned procurement.
2. The complete tender document can be viewed and downloaded only from the website (www.tenderwizard.com/IRCTC) till last date and time of Submission of tender. The offer should be submitted through e-tendering mode only on www.tenderwizard.com/IRCTC containing one e-bid viz. Financial Bid till last date and time of Submission of tender.
3. Complete tender papers, duly accompanied with details of EMD (if any) and documents mentioned in this tender documents (if any) duly signed shall be received online as per date and time mentioned below. Tender shall be opened online through E-Tendering system. If the bidder does not submit the EMD amount (if any) as specified in the Tender Document, the tender shall not be considered.

Tender No	e:39945/IRCTC/CO/IT(SW)/15/2022/IT/ITC-Part(5)
Type of Tender	Single Tender
Mode of Submission of Tender	Online Mode Only
Date and time of Submission of Tender	Latest by 08-08-2024 before 15:00 Hrs.
Date and time of Opening of Bid	On 08-08-2024 at 15:30 Hrs through online mode in the Office of Group General Manager/IT, IRCTC, Internet Ticketing Centre, State Entry Road New Delhi-110055
Earnest Money Deposit	Nil (Single Tender)
Address for Submission of Tender and Correspondences	Group General Manager/IT-1 Internet Ticketing Center, IRCTC, State Entry Road, New Delhi – 110055

4. This Notice Inviting E-Tender is also available at CPPP & www.irctc.com.
5. Micro & Small Enterprise registered with NSIC or other bodies are exempted from submission of EMD as per Public Procurement Policy order 2012 subject to submission of valid NSIC certificate or other bodies as approved by the Ministry of MSME.
6. Corrigendum/Addendum to this Tender, if any, will be published on websites www.irctc.com, www.tenderwizard.com/IRCTC only, Newspaper/press advertisement shall not be issued for the same.
7. For any difficulty in downloading & submission of tender document at website www.tenderwizard.com/IRCTC, please contact [tenderwizard.com](http://www.tenderwizard.com) helpdesk at no. 080-45811365; 080-45982100 or cell no. +91- 8800115628/ +91- 8800107755.
8. IRCTC reserves the right to reject any or all the tenders without assigning any reason thereof.





Disclaimer

The information contained in this Tender document or information provided subsequently to bidder(s) or applicants whether verbally or in documentary form by or on behalf of IRCTC, is provided to the bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This Tender document is not an agreement and is not an offer or invitation by IRCTC to any parties other than the applicants who are qualified to submit the bids ("bidders"). The purpose of this tender is to provide the bidder(s) with information to assist the formulation of their proposals. This tender does not claim to contain all the information each bidder may require. Each bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender and where necessary obtain independent advice. IRCTC makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this tender. IRCTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender.





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BID DOCUMENT PART-I (SCC)

SPECIAL CONDITIONS OF CONTRACT (SCC)

The Special Conditions of Contract (SCC) as laid down in Bid Document Part-I override the terms laid down in the GCC (Bid Document Part-II). All terms and conditions not specifically mentioned in the SCC shall be as laid down in the GCC.

Scope of Work, Instruction to bidder and Special Conditions of Contract (SCC)

1. BACKGROUND

Indian Railway Catering and Tourism Corporation Ltd. (IRCTC) is a Mini Ratna (Category-I) Central Public Sector Enterprise under Ministry of Railways, Government of India. IRCTC was incorporated on 27th September, 1999 as an extended arm of the Indian Railways to upgrade, professionalize and manage the catering and hospitality services at stations, on trains and other locations and to promote domestic and international tourism through development of budget hotels, special tour packages, information & commercial publicity and global reservation systems.

2. OBJECTIVE AND ABOUT ONLINE HELICOPTER BOOKINGS SERVICES IN MADHYA PRADESH

IRCTC wishes to develop an Online Ticketing System for HeliYatra Services, operated for Madhya Pradesh Tourism in collaboration with the awarded Heli-Operator, M/s SERB Aviation Pvt. Ltd. Below are some important statistics for Helicopter Booking in Madhya Pradesh:

Helicopter	Qty.
Helicopter operator	1
No. of Helipads	More than 18 in Madhya Pradesh and adjoining areas
Type of Helicopters	Different Helicopter including MI171A2, BELL 142, AW 139, AIRBUS H160 etc
Sorties per day	08 -12
Pax per Sorte	06 to 22 pax depending on capacity of Helicopter
Average No. of Passengers per day	100-120 (Approx.)
Price range of Ticket per passenger	4000-45000

***Above figures are tentative and may vary.**

3. SCOPE OF WORK (SOW)

3.1. M/s Ipsator Analytics Pvt. Ltd., the existing awarded vendor of IRCTC, shall provide development and maintenance for online helicopter ticket booking for Madhya Pradesh Tourism to be included in existing HeliYatra website i.e. www.heliyatra.irctc.co.in, including the following features:

- Application should be developed on micro services based design and architecture.
- Technology stack to be used for developments per the specifications given below
 - Database – MySQL / PostgreSQL
 - Application – Java, Spring boot, node js, React, Angular, API services
- Online Booking Facility (B2C) for the Helicopter Services including guests booking from outside India.
- Single Ticket, Return Tickets and Package Ticket booking should be available.
- Offline/Counter Booking Facility at designated Helipads.
- Slot booking of the helicopter services.
- Addition/Deletion of Helipads and Helicopters, Amendments, Cancellations shall be as per guidelines of Madhya Pradesh Tourism and M/s SERB Aviation Pvt. Ltd.
- QR code enabled tickets.
- Mobile responsive website, Android & IOS Mobile App.





- Dashboard/MIS facility, Reports.
- Admin Dashboard for Inventory management including blocking/un-blocking.
- Quota booking to be allowed – VIP, Emergency Quota etc.
- 20% Wait Listed provision to be given.
- Role based user interface of dashboard.
- Provision for Ads should also be available on the website
- Multiple Payment Gateway options as per the directives of IRCTC.
- Mobile App to be developed for verification of QR code on Boarding points including identification of mobile verifiers.
- Ensuring checks to regulate travel agents/individuals, tour operators from booking/ blocking tickets in bulk.
- 2 Step Verification- at the time of booking.
- Proper Documentation of the Application code.
- BI & Analytics, Interactive reports, Metadata layer and ranking reports should be part of the Application dashboard.

3.2. Expansion of HeliYatra

- The development of the HeliYatra website should be planned in a manner to accommodate future HeliYatra (business) expansions, particularly towards offering online ticket booking services across various sectors in India.
- In the event of any expansion of services during the contract period, the service provider shall be responsible for the development and maintenance of new systems under the HeliYatra project.
- Payment for such new development shall be made based on mutually agreed-upon rates.
- Additionally, the service provider shall be required to submit an additional security deposit, the amount of which will be communicated by IRCTC.

3.3. Support Services

- WhatsApp, SMS and Email Support

3.4. Hosting

- Hosting the Booking Engine on Cloud servers. Cloud services shall be hyper-scaler and MeitY empanelled having data centres hosted within India.
- Multiple availability zone with disaster recovery (DR) capability.
- Platform-as-a-Service (PaaS)
- Ensuring that the booking engine is live through the day except during the defined maintenance/back up period, which should not be more than 30 minutes during a 24-hour period in the booking period.

3.5. Managing the Application /Operations

- Day to day management of the Booking Engine.
- Maintaining and enhancement of the application as per the requirements given from time to time.

3.6. Security

Security Guidelines to be followed for Cloud hosting and Application

Cloud Services Technical Requirements: –

Following shall be the major requirements for Cloud Services for this project: -

3.6.1. Deployment Model

IRCTC applications and workloads shall be hosted in 'Virtual Private Cloud (VPC)' deployment model.

3.6.2. IPv6 Ready

The MSP shall ensure and certify that all the applications and services deployed and hosted by the Managed Service Provider in the cloud are IPv6 Ready from day one.





3.6.3. Network Services

Following Network Services shall be provided by the CSP as part of its Cloud Services-

- **Virtual Network:**

This service is required to logically segregate the computing resources, such as virtual machines, databases, etc., within a CSP's cloud environment.
- **Load Balancer:**
 - Application Load Balancer: This service is required to distribute the traffic across many computing resources within the same site to increase the responsiveness and availability of applications.
- **VPN Gateway**
 - VPN Gateway – Site to Site Connection: This service is required to establish secure site to site connectivity between the subnets in CSP's environment and IRCTC's on-premises IT infrastructure. It may also be used to provide site to site connectivity two different subnets within the CSP's Cloud environment.
 - VPN Gateway – Point to Site Connection: This service is required to establish a secure point to site connection between an individual client computer and a subnet in CSP's environment.
- **Firewall**
 - This service is required used to monitor and control the incoming and outgoing traffic of a subnet by configuring some rules.
- **Network Intrusion Prevention System (NIPS)**
 - This service is required to protect IRCTC applications and infrastructure resources from intrusion and cyber-attacks. This may be provided as part of Firewall services.
- **Public IP**
 - This service is required to assign Public IP(s) to resources within a subnet in the Cloud environment. CSPs are required to provide IPv6 support without any extra cost.
- **Cloud-based Secure DNS Services**
 - These services are required to host and publish the DNS Zones for IRCTC website domains. The DNS Services should be able to provide 99.99% available SLA, security from DNS attacks like Cache poisoning etc, as well as protection from DDoS attacks on DNS. These services may be provided by CSP or any 3rd-party.
- **NTP Synchronization (CERT-In directions 28.04.2022)**
 - It shall be ensured that the system clocks of all the VMs/workloads hosted in Cloud for of IRCTC are synchronized with the Network Time Protocol (NTP) servers in compliance with CERT-In's Directions dt. 28.04.2022.

3.6.4. Security Services

- Following network services shall be required by IRCTC as part of cloud Services –
- **Anti-Malware**
 - This solution is required on all operating system (both Windows and Non-Windows) hosted in cloud to protect them from malware attacks.
- **Data Encryption Services**
 - It is required to keep IRCTC data encrypted at rest all the time in the cloud. For this, the data encryption services are required from CSP/3rd party.
- **Encryption Key Management**
 - This service is required to create, manage and control encryption keys. Managed Service Provider shall examine and suggest which of the following will be best-fit solution for IRCTC based on its requirements
 - Cloud Based Hardware Security Module (HSM). If yes, the HSM must comply with FIPS 140-2 Level 3 requirements.
 - HSM Solution as a Service in the Cloud
- **TLS/SSL Certificate Management**





- This service is required to request (create), manage, and deploy public and private SSL/TLS certificates in CSP's cloud environment. This service should free IRCTC from the cumbersome process of buying, uploading, and renewing SSL/TLS certificates.
- **Identity and Access Management**
 - This service is required to authenticate and authorize users and computing resources within cloud by assigning and enforcing security policies.
- **Dual/Multiple Authentication**
 - This service is required to protect the cloud resources (applications, data and workloads) of IRCTC by providing an extra layer of security that requires not only a username and password but also other information that user of the service has. The service must provide capability to integrate with LDAP or other directory services.

3.6.5. Advance Network and Security Services

Following Network & Security Services shall be provided by a single service provider (either CSP or 3rd-party) as these services may need SSL inspection of the application traffic of IRCTC

- **Web Application Firewalls (WAFaaS) as a Service:**
 - This service is required to create rules to protect IRCTC web applications from unwanted web traffic, hacks, brute force attacks, cross-site scripting, SQL injection, and other common exploits. The WAF must also provide protection against the OWASP Top-10 risks.
- **Content Delivery Network (CDN) Services:**
 - CDN services are required to securely deliver audio, video, images, data, application, etc., quickly by using the servers closest to each user. CDN reduces load time and saves bandwidth.
- **Distributed Denial of Services Protection Services:**
 - This service is required to protect various resources, including Internet bandwidth, applications resources as well as infrastructure resources like firewall, load balancer etc., within the Cloud environment of CSP against malicious attempt to disrupt normal traffic of a target, service or network by overwhelming the target or its surrounding infrastructure with a flood of internet traffic.
- **Bot Detection and Protection Services**

3.6.6. Support Services from CSP

Following support services are required from the CSP -

- 24x7 access to email, chat and phone support to notify and register the incidents
- 24x7 support for general guidance
- Response to be made available within 1 hour for any kind of service / system outage.

3.6.7. Monitoring Services

- **Log Management & Monitoring**

It shall be ensured that the all VMs, workloads, security and network services hosted in Cloud or provided by 3rd-parties for IRCTC generate logs (system, access logs etc.) in compliance with CERT-In's Directions dt. 28.04.2022. All such logs shall be maintained by the CSP/Managed Service Provider for a retention period of at least 180 days and as per PCIDSS requirements whichever is longer. For this, logs of last 3 months may be stored on-line and rest of the logs may be archived and made available as and when required.

- **Log Analysis**

This service may be used to generate insights from of the logs, by running queries against these logs.

- **Operational Metric Collection**





This service may be used to collect the operational metrics such as CPU utilization, memory utilization, etc., defined by the CSP. The service also allows IRCTC to create their own custom metrics.

- **Alarm Services**

This service may be used to set threshold value for built-in (provided by CSP) and custom (defined by IRCTC) metrics. Once the threshold is reached, an alarm/alert will be triggered and necessary actions may be taken.

- **Notification Services**

- Email Notification Service: This service may be used to send email notifications to the target recipient when an alarm / alert is triggered, and the corresponding notification is configured.
- SMS Notification Service: This service may be used to send SMS notifications to the target recipient when an alarm / alert is triggered, and the corresponding notification is configured

3.6.8. Managed Services

- **Backup as a Service**

This service is required to back up virtual machines, storage volumes, file systems and databases within the CSP's own Cloud environment.

Following activities shall be included under this service: monitoring, reporting, notifications/alerts & incident management, backup storage, scheduling & retention, restoration, backup data protection, etc.

The backup service should support granular recovery of virtual machines, database servers, Active Directory including AD objects, etc. IRCTC should be able to recover individual files, complete folders, entire drive or complete system to source machine or any other machine available in network.

The backup service must provide following capabilities.

- Compression: Support compression of data at source before backup
- Encryption: Support at least 128-bit encryption at source
- Alert: Support email notification on backup job's success / failure
- File exclusion: Ability to exclude specific files, folders or file extensions from backup
- Deduplication: Provide deduplication capabilities

3.6.9. Compliance & Certification - Cloud Service Provider (CSP):

- The CSP selected for cloud hosting services shall be empanelled under Ministry of Electronics & Information Technologies (MeitY) at the time of submission of bid. The empanelled CSP must have been audited by STQC.
- The Managed Service Provider (Managed Service Provider) shall ensure that the underlying Cloud Managed Service Provider is adhering to all the terms and conditions specified in the MeitY's CSP Empanelment RFP at all times during the tenure of the IRCTC's project.
- The CSP shall be compliant for all the following security standards for its Cloud Services (both DC and DR site)-
 - ISO 27001:2013 – Information security management systems requirements (Data Center and the Cloud Services should be certified for the ISO 27001 standard)
 - ISO 20000:1 - Service Management system requirements (NOC and SOC offered for the Data Center and the managed services quality should be certified for ISO 20000:1)
 - ISO 27017 - Code of practice for information security controls based on ISO/IEC 27002 for Cloud Services
 - ISO 27018 - Code of practice for protection of Personally Identifiable Information (PII) in Public Clouds acting as PII processors
- The CSP shall support cloud services in all of the following Cloud Service Models-
 - Infrastructure as a Service (IaaS),
 - Platform as a Service (PaaS), and





- Software as a Service (SaaS)
- The Managed Service Provider shall ensure the sustenance of the above certificates and compliances applicable to the underlying CSPs during the entire duration of the project.
- The underlying CSP shall meet all terms and conditions of the Empanelment of Cloud Service Offerings of Cloud Managed Service Providers and shall continuously comply with the audit criteria defined by STQC

3.6.10. Privacy and Security Safeguards

- The Managed Service Provider shall implement reasonable and appropriate measures to secure the IRCTC's data and content against accidental or unlawful loss, access or disclosure.
- If the data is classified as sensitive / confidential / restricted, the Managed Service Provider shall ensure that the data is encrypted as part of a standard security process for sensitive / confidential / restricted content or choose the right cryptographic algorithms evaluating security, performance, and compliance requirements specific to the IRCTC's application and may choose from multiple key management options approved by the IRCTC.
- The Managed Service Provider shall notify IRCTC promptly in the event of security incidents or intrusions, or requests from foreign governments / their agencies for access to the data, to enable the IRCTC to manage these events proactively.
- The Managed Service Provider shall not delete any data at the end of the Agreement/Contract (for a maximum of 45 days beyond the expiry of the Agreement) without the express approval of IRCTC. After the approval to delete the data is accorded by IRCTC, the Managed Service Provider shall ensure that all the storage blocks or multiple copies of data, if any, are unallocated or zeroed out so that it cannot be recovered. If due to some regulatory reasons, it is required to securely decommission data, IRCTC can implement data encryption at rest using IRCTC's managed keys, which are not stored in the Cloud. Then IRCTC may delete the key used to protect the decommissioned data, making it irrecoverable.
- The Managed Service Provider shall report to IRCTC, in writing, of information security breaches by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with the Project's Data, facilities or Confidential Information.

3.6.11. Confidentiality

- The Managed Service Provider shall maintain confidentiality, integrity, availability and privacy of IRCTC data. The Managed Service Provider shall execute Non-Disclosure Agreement (NDA) with IRCTC with respect to this Project. Following information is excluded from the NDA.
 - information already available in the public domain;
 - information which has been developed independently by the Managed Service Provider;
 - information which has been received from a third party who had the right to disclose the aforesaid information;
 - Information which has been disclosed to the public pursuant to a court order.

3.6.12. Location of Data

- The Managed Service Provider shall offer Cloud Services to IRCTC from a MeitY empanelled data centre of the underlying CSP which is located within India.
- The Managed Service Provider shall store all types of data (including but not limited to account & user access data, text, audio, video, image, software, machine image, and any computational results that IRCTC or any end user derives through their use of the Managed Service Provider's services) within the Indian Territory and as per the terms and conditions specified in the CSP's Empanelment RFP; and shall not take out / allow to take out any kind of data outside of India unless it is explicitly approved by IRCTC.
- E-Discovery: Electronic discovery (e-Discovery) is the process of locating, preserving, collecting, processing, reviewing, and producing Electronically Stored Information (ESI) in the context of criminal cases, legal proceedings or investigation. The Managed





Service Provider shall ensure that IRCTC/any other agency authorized by IRCTC is able to access and retrieve such data in the underlying CSP environment in a timely fashion.

- Law Enforcement Request: The Law Enforcement Agency, as mandated under any law of India for the time being in force, may seek access to information stored on Cloud as provided by the Managed Service Provider. The onus shall be on the Managed Service Provider to perform all due diligence before releasing any such information to any such Law Enforcement Agency of India.

4. INTELLECTUAL PROPERTY RIGHTS

- IRCTC shall own and have a right in perpetuity to use all newly created Intellectual Property Rights which have solely arisen out of or have been developed solely during execution of this Agreement, including but not limited to all processes, products, specifications, reports, drawings and other documents which have been newly created and developed by the Managed Service Provider solely during the performance of the Services. The Managed Service Provider undertakes to disclose all such Intellectual Property Rights arising in performance of the Services to IRCTC and execute all such agreements/documents and file all relevant applications, effect transfers and obtain all permits and approvals that may be necessary in this regard to effectively transfer and conserve the Intellectual Property Rights of IRCTC.
- Further, the Managed Service Provider shall be obliged to ensure that all approvals, registrations, licenses, permits and rights which are, inter-alia, necessary for use of the Deliverables, applications, services, etc. provided by the Managed Service Provider under this Agreement shall be acquired in the name of IRCTC, prior to termination of this Agreement and which shall be assigned by IRCTC to the Managed Service Provider for the purpose of execution of any of its obligations under the terms of this Agreement. However, subsequent to the term of this Agreement, such approvals, etc., shall endure to the exclusive benefit of IRCTC.
- Pre-existing work: All intellectual property rights existing prior to the Effective Date of this Agreement shall belong to the Party that owned such rights immediately prior to the Effective Date. Subject to the foregoing, IRCTC will also have rights to use and copy all process, specifications, reports and other document drawings, manuals, and other documents provided by Managed Service Provider as part of the scope of work under this Agreement for the purpose of this Agreement on non-exclusive, non-transferable, perpetual, royalty-free license to use basis.
- Ownership of documents: The Purchaser shall own all documents provided by or originating from IRCTC and all documents produced by or from or for the Managed Service Provider in the course of performing the Services. Forthwith upon expiry or earlier termination of this Agreement and at any other time on demand by IRCTC, the Managed Service Provider shall deliver to IRCTC all documents provided by or originating from IRCTC and all documents produced by or from or for the Managed Service Provider in the course of performing the Services, unless otherwise directed in writing by IRCTC at no additional cost. The Managed Service Provider shall not, without the prior written consent of IRCTC store, copy, distribute or retain any such Documents.

5. TRANSITIONING/EXIT

- (i) The Managed Service Provider shall not delete any data at the end of the agreement from the underlying CSP's Cloud environment (for a maximum of 45 days beyond the expiry of the Agreement) without the express approval of IRCTC. IRCTC shall pay to the Managed Service Provider the cost associated with retaining the data beyond 45 days. The associated cost shall be arrived at based on the cost figures indicated in the commercial quote submitted by the Managed Service Provider.
- (ii) The underlying CSP shall be responsible for providing the tools for import / export of VMs, associated content, data, etc., and the Managed Service Provider, in consultation with IRCTC, shall be responsible for preparation of the Exit Management Plan and carrying out the exit management / transition related activities.





- (iii) The Managed Service Provider shall provide IRCTC or its nominated agency with a recommended exit management plan ("Exit Management Plan") or transition plan indicating the nature and scope of the underlying CSP's transitioning services. The Exit Management Plan shall deal with the following aspects of the exit management in relation to the Agreement as a whole or the particular service of the Agreement:
 - a. Transition of Managed Services
 - b. Migration from the incumbent Cloud Service Provider's environment to the new environment
- (iv) The format of the data transmitted from the current CSP to the new environment identified by IRCTC should leverage standard data formats (e.g., OVF, etc.) whenever possible to ease and enhance portability. The format shall be finalized in consultation with IRCTC.
- (v) The Managed Service Provider shall transition IRCTC's solution including retrieval of all data in the formats approved by IRCTC.
- (vi) The Managed Service Provider shall ensure that all the documentation required by IRCTC for smooth transition (in addition to the documentation provided by the underlying Cloud Service Provider) are kept up to date and all such documentation is handed over to IRCTC during regular intervals as well as during the exit management process.
- (vii) The Managed Service Provider shall transfer the organizational structure developed during the term to support the delivery of the Exit Management Services. This will include:
 - a. Documented and updated functional organization charts, operating level agreements with third-party contractors, phone trees, contact lists, and standard operating procedures.
 - b. Physical and logical security processes and tools, including catalogues, badges, keys, documented ownership and access levels for all passwords, and instructions for use and operation of security controls
- (viii) The Managed Service Provider shall carry out following key activities, including but not limited to, as part of the knowledge transfer:
 - a. Preparing documents to explain design and characteristics
 - b. Briefing sessions on processes and documenting processes
 - c. Sharing the logs, etc.
 - d. Briefing sessions on the managed services, the way these are deployed on Cloud and integrated
 - e. Briefing sessions on the offerings (IaaS/PaaS/SaaS) of the underlying Cloud Service Provider
- (ix) The Managed Service Provider shall transfer know-how relating to operation and maintenance of the solution, software, Cloud Services, etc.
- (x) The Managed Service Provider shall handover the complete and latest updated source code of the applications to IRCTC.

6. DATA OWNERSHIP

All the data created as the part of the project shall be owned by IRCTC without any exceptions.

7. BACKUP

The Managed Service Provider shall configure, schedule and manage backups of all the data including but not limited to files, folders, images, system state, databases and enterprise applications as per the policy defined by IRCTC.

8. COMPLIANCE WITH IS SECURITY POLICY

The Managed Service Provider shall comply with the IRCTC's IT Policy & Information Security (IS) policy in key concern areas relevant to the Project, details of which will be shared with the finally selected Managed Service Provider.

9. SECURITY INCIDENT REPORTING

Managed Service Provider shall ensure that all types of security incidents, listed out in CERT-In's Directions dt. 28.04.2022, including data breaches/leakage shall be reported to both CERT-In and IRCTC with-in six hours of such incident coming in notice of the Managed Service Provider.





10. APPLICATION SECURITY REQUIREMENTS

- Secure Software Development Life Cycle (S-SDLC) approach shall be followed and maintained for development and maintenance of IRCTC applications. S-SDLC standard to be followed shall be discussed and got approved by IRCTC at the beginning of application designing and development activities.
- Secure Coding Practices, such as OWASP Security Standard for Web and mobile applications, shall be established and followed for development and maintenance of IRCTC applications. The same shall be discussed and got approved by IRCTC at the beginning of application designing and development activities.
- 'Role-based Access Control' and 'Need-to-know' and 'Least-privileges' principles shall be followed while developing and maintaining the application so that users can access application functions and data as per their roles and privileges only.
- It shall be ensured that all applications are free from OWASP Top 10 vulnerabilities after development or changes in the applications and before moving the applications into production environment. For this, 3rd-party application security testing (DAST and SAST) tools/services shall be used by the developers. Explicit approval shall be obtained from IRCTC after security testing of the applications/patches and before moving them in production environment.
- Development frameworks used for applications shall be regularly updated with vendor supplied security patches and are free from all well-known vulnerabilities.
- Application development, testing/staging and production rollout of applications shall be performed in separate environments.
- Access control shall be in place to enforce the separation between the development/test environment and production environment.
- Segregation of duties shall be ensured between persons handling development/test environment and persons handling production environment.
- Production data shall not be used for testing or development purpose.
- Data flow diagrams (DFDs) shall be maintained, clearly depicting the complete and accurate flow of data (input, processing, creation, storage and output of data) throughout the application environment.
- Secure encryption and masking solution shall be implemented and followed to ensure the confidentiality and integrity of Confidential and Sensitive Personal Data, for example, passwords, PAN, Aadhaar number, Credit/Debit Card data etc.
- Application shall generate adequate logs for operations like access and modification of Confidential and Sensitive Personal Data.
- TLS/SSL Certificate shall be setup and server certificate in applications/servers have been tested against mis-configurations and weak protocols.
- All new application shall be tested and audited by a third-party CERT-In empanelled Information Security Audit Agency and a 'Safe-to-Host' Certificate issued by auditor shall be produced to IRCTC for approval, before the application is moved into production. The security audit shall include Vulnerability Assessment & Penetration Testing of applications along with underlying operating system, and Source Code audit of the application.
- Adequate security control shall be implemented to ensure the confidentiality, integrity and availability of application source code and associated items (e.g., designs and specifications etc.) in order to prevent any unauthorized access, modification and loss of application source code
- All third-party components, such as open-source code and libraries etc., used in the application shall be identified and ensured that Intellectual Property Rights (IPR) and licensing issues arising from their use are taken care of diligently.
- Ensure that the third-party or downloaded code are tested thoroughly for security flaws before use. If possible, ask third-party code provider for security testing certificate/report certifying that the code is free from any vulnerability and is safe for use.
- Ensure the following before releasing the application in production:
 - Underlying Operating systems, Server software and Database applications have been hardened as per IRCTC's 'System Configuration Hardening Policy'.



- Development/test, and/or custom application accounts, user IDs and password have been removed from the applications/ database/ operating system.
- Default application accounts/user-ids and change default passwords have been renamed/disabled in the application/database/operating system.
- Security testing of the application has been conducted to ensure that application is free from application level vulnerabilities.
- All the security requirements as prescribed in this policy have been addressed.
- Maintain an 'Application Release Checklist' for this purpose.

11. SECURITY AUDIT & COMPLIANCE REQUIREMENTS

Managed Service Provider shall ensure the compliance of following for the Project during the contract period-

- Compliance to CERT-In's Directions dt. 28.04.2022. For detailed information, refer **CERT-IN Notification No. 20(3)/2022-CERT-In dated 28.04.2022 on "Directions under sub-section (6) of section 70B of the Information Technology Act, 2000 relating to information security practices, procedure, prevention, response and reporting of cyber incidents for Safe & Trusted Internet"**
- Compliance to Information Security Policies of IRCTC
- Comprehensive Information Security Audit of all IRCTC application and cloud workloads/services through CERT-In empanelled Information Security Audit Agencies, at-least on annual basis.
- Compliance to User Privacy Law of India, as and when enacted by Parliament of India and notified by Govt. of India.

12. INSTRUCTIONS TO BIDDERS

12.1 One Packet System

This is a Single Packet Tender.

12.2 Contents of the Bid

Bidders should take the overall project schedule into consideration while preparing their offers against this tender. Bidder shall submit all the documents specified in **Annexure-I**. All documents should be as per format wherever prescribed and duly signed and stamped by the authorized signatory of Bidder.

12.3 Earnest Money Deposit

The bidder is exempted from submission of EMD being a Single Tender case, however, bidder shall submit the declaration against EMD exemption as per format prescribed in **Annexure-IV**.

12.4 Language of Proposals

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

12.5 Tender Evaluation

During tender evaluation, IRCTC may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and response shall be in writing, and no change in the price or substance of the tender shall be sought, offered or permitted. IRCTC reserves the right to accept tender as deemed fit.

12.6 Delivery

Within 45 days from the date of issue of PO from IRCTC, the Bidder should provide the Booking engine for testing and implement purposes.

12.7 NDA - Non Disclosure Agreement

The successful bidder shall sign a Non-Disclosure Agreement (NDA) with IRCTC within 30-days from the date of acceptance of work order. The format of the NDA is given in **Annexure-V**.





12.8 Signing of 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-VI**.

12.9 Security Deposit / Performance Bank Guarantee (PBG)

- a) Bidder shall deposit an amount equivalent to **5% (Five Percent)** of the total contract value through Demand Draft/NEFT/RTGS or Performance Bank Guarantee (PBG) issued by nationalized/scheduled commercial bank in favour of 'IRCTC Ltd' payable at New Delhi, as Security Deposit within 2-weeks from the date of award of work order by IRCTC.
- b) Security deposit shall be refunded at the end of contract, provided the bidder has satisfactorily provided all the services in accordance with the conditions of contract or after deducting the service level penalties by IRCTC, if any. No Interest shall be paid on the Security Deposit.
- c) IRCTC reserves the right to forfeit the Security Deposit/Bank Guarantee amount, completely, partially or to an extent as decided by IRCTC in the event of failure to execute the work within reasonable time period, or timely payments due to IRCTC and may debar the bidder for period of one year depending on the extent of failure.
- d) PBG shall be valid for total period of 54 Months (estimated as service contract period, plus 6 months after expiry of contract/ support period).
- e) This PBG shall be in the name of Indian Railway Catering & Tourism Corporation Ltd.
- f) Format of Performance Bank Guarantee (PBG) as per **Annexure-VII**.

12.10 Disqualification

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

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

12.11 Benefits to Registered SSI/MSEs firms (If Applicable)

- a) Ministry of Micro, Small and Medium Enterprises vide letter no. 21(1)2011-MA dated 25.04.2012 and Public Procurement Policy for MSEs Order, 2018 has been notified under section 11 of MSMED Act, 2006. The policy is effective from 1st April 2019 (Gazette notification of 9-Nov-2018). As per the Public Procurement policy for Micro and Small Enterprises (MSEs) whereby the Small Scale Units (SSI)/Micro and Small Enterprises (MSEs) can avail the following benefits if registered with (i) District Industries Centers or (ii) Khadi and Village Industries Commission or (iii) Khadi and Village Industries Board or (iv) Coir Board or (v) National Small Industries Corporation or (vi) Directorate of Handicraft and Handloom or (vii) Udyog Aadhaar Memorandum or any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - i. Issue of E-Tender form free of cost
 - ii. Exemption from payment of Earnest Money
- b) These benefits shall be given only if the firm/company annex with bid duly attested copy of a valid SSI/MSME registration certificate and the tendered item is mentioned in its SSI/MSE registration certificate.
- c) The SSI/MSE who are interested in availing themselves of these benefits shall enclose with their offer the proof of their being SSI/MSE registered with any of the agencies mentioned in clause 12.11 (a) above.
- d) The SSI/MSE who have availed the benefit of exemption of earnest money will not be allowed to withdraw their offer during the currency of the validity of offer or extended validity, if any





such firm fails to observe this stipulation; the firm will be banned from participation in tenders of IRCTC Ltd for a period of two years.

12.12 Relaxed Norms for DIPP registered Startups

Following benefits as available to MSMEs will also be available for start-ups as recognized by Department of Industrial Policy & Promotion (DIPP), Ministry of Commerce & Industry, GOI.

- (i) Issue of Tender document free of cost,
- (ii) Exemption from payment of Earnest Money,

Note: The Start-up who have availed the benefit of exemption of earnest money will not be allowed to withdraw their offer during the currency of the validity of offer or extended validity, if any such firm fails to observe this stipulation; the firm will be banned from participation in tenders of IRCTC Ltd for a period of two years. For availing the above relaxation, bidder is required to submit / upload the requisite certificate towards Start-ups Enterprise Registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt. of India.

12.13 Validity of Bids

Bid shall remain valid for **180 days** from date of submission mentioned in this document. A bid valid for shorter period is liable to be rejected by IRCTC. The bidders may be required to give consent for the extension of the period of validity of the bid beyond initial **180 days**, if so desired by IRCTC in writing or by e-mail/fax. Refusal to grant such consent would result in rejection of bid without forfeiture of the EMD/bid security. However, any extension of validity of bids will not entitle the bidder to revise/modify the bid amount.

13. CONSIGNEE AND SERVICE DELIVERY ADDRESS

Consignee & Delivery Address:	Group General Manager/IT Indian Railway Catering and Tourism Corporation Limited, Internet Ticketing Center, State Entry Road, New Delhi 110055
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14. PERIOD OF CONTRACT

Total period of contract will be for **04 Years**.

15. SERVICE LEVELS AND PENALTIES

For Projects Developed, Deployed and maintained by Bidder, below are the support SLA matrix

Definitions:

- **Severity Level 1 – Critical** - is used for situations where there is a major impact on normal operation of the system. Bidder will immediately begin work on it, diagnose the issue and update Customer's PM for feedback and decision. With the immediate goal of restoring normal operation to the system as per the diagnosis, bidder shall raise support request to concerned third parties or the stake holder accordingly. In case of no response or delayed response, a work-around shall be proposed (if possible) and Customer PM can approve it for production deployment.
- **Severity Level 2** - is used for situations where normal system operation is affected to some degree but it is not blocker. With the immediate goal of restoring normal operation to the system as per the diagnosis, bidder shall raise support request to concerned third parties or the stake holder accordingly. In case of no response or delayed response, a work-around shall be proposed (if possible) and Customer PM can approve it for production deployment.
- **Severity Level 3 – Normal** - is used for situation where an issue is detected, but normal operation is not affected. This priority of call is the default for all service calls which do not involve a main business processes interruption;

SLA Matrix – for Projects Production Support

	Level 1	Level 2	Level 3



Response	Acknowledge the issue, respond and reproduce the issues at production as well as the Staging Environment. Within: 60min	Acknowledge the issue, respond and reproduce the issues at production as well as the Staging Environment. Within 4hrs	Acknowledge the issue, respond and reproduce the issues at production as well as the Staging Environment. Within 8Hrs
Diagnosis	On reproduction of issue, Diagnosis performed to trace the root cause and the dependency on the third parties (if any), Raise red flag to the concerned third parties involved (if any) and discuss with the Customer PM on the possible solution implementation including a short term work around (if any) Within 4Hrs	On reproduction of issue, Diagnosis performed to trace the root cause and the dependency on the third parties (if any), Raise red flag to the concerned third parties involved (if any) and discuss with the Customer PM on the possible solution implementation. Within 8hrs	On reproduction of issue, Diagnosis performed to trace the root cause and the dependency on the third parties (if any), Raise red flag to the concerned third parties involved (if any) and discuss with the Customer PM on the possible solution implementation. Within 2 Working days
Resolution	On the basis of diagnosis & agreed solution, Development support Team will work on Issue resolution in sync with Customer PM as per bidder defined scope of work for the resolution of the issue, post development test the solution at Dev Environment and push it to Staging Environment for Validation by Customer PM. Within 8Hrs. On Approval push it to Production.	On the basis of diagnosis & agreed solution, Development support Team will work on Issue resolution in sync with Customer PM, post development test the solution at Dev Environment and push it to Staging Environment for Validation by Customer PM. Within 16hrs. Plan to push as per the schedule provided by Customer PM	On the basis of diagnosis and allocation, Development support Team will work on Issue resolution, get confirmation from Customer PM and after test at Staging Environment, Push to production as per the schedule from Customer PM. Within 4 working days

- The Production support hours will be 9x6 Mon-Fri. SLA metric will not be applicable for incidents raised outside production hours
- IRCTC PM will be responsible to raise the incident in bidder provided support portal. Bidder will share access to the support portal for reporting purposes.
- IRCTC will be responsible for providing a staging environment, which is a replica of the production environment to reproduce and diagnose issues in staging environment.
- Bidder will ensure deployment of Support manager or equivalent resource for the Communication and plan for production support.
- SLA metric will be calculated as (total no. incidents meeting SLA)/(total no. of incidents raised). Bidder is required to meet SLA metric of 95% or higher.
- If SLA metric for any quarter (3 months period) is less than 95% but greater than or equal to 85%, a penalty will be levied equivalent to 3% of quarterly invoice amount for Production support.
- If SLA metric for any quarter (3 months period) is less than 85% a penalty will be levied equivalent to 5% of quarterly invoice amount for Production support
- Penalty in regard to SLA metric defined above will be capped in year at 10% of annual invoice amount for Production support

Exceptions to SLA (Not to be included in SLA Metric)

- Any of the CR's/Enhancement are not covered in SLA/Production Support
- If any dependency on third party for the action or the information provided, the resolution time shall change accordingly.
- Issues surfacing because of





- the situations, which are not anticipated and not covered under the testing scenarios,
- The Issues which are not reproducible and resolvable at staging environment because of the nature of the issue involved
- An intermediate fix/work around
- The areas of responsibilities which are not in the scope of work for bidder
- On diagnosis of such issues as above, bidder shall provide the expected resolution time, [Closest estimate keeping resolution time at consideration] to fix the issue and PM shall consider increasing team's working hours to support critical issues

16. PAYMENT TERMS

16.1 The following shall be the schedule of payments to the successful bidder: -

S.No.	Description	Payment %
1	Deployment to UAT environment for testing	30% of development cost would be processed on sign off certification
2	Deployment to Production environment	50 % of development cost would be processed on sign off certification
3	Commissioning	Balance 20% of development cost would be processed on sign off certification. This will be called as commissioning.
4	Maintenance charges per month	Monthly charges will be applicable after successful commissioning.
5	Cloud Hosting Charges	Charges would be applicable after deployment to production environment (S.No.- 2)
6	SMS, Whatsapp. Email.	Quarterly deferred on actuals numbers.

16.2 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. (A copy of the returns filed shall be submitted to IRCTC).

16.3 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.

16.4 Payments shall be withheld in case of non-submission of valid PBG (and verification thereof by IRCTC from issuing bank) and Security Deposit by the successful bidder and signing of service agreement by the successful bidder.

16.5 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.

16.6 All payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the Income- Tax Act, and any other taxes.

16.7 Any increase in applicable taxes or any new tax introduced by the Government will be paid extra in actuals by IRCTC over and above the basic price. Also, the benefits / advantages, arising out of reduction in taxes/duties or any other reason, shall be passed on to IRCTC by the successful bidder.

16.8 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.

17. ARBITRATION CLAUSE

Settlement of dispute/Arbitration-

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

The authorized marketing representatives of each party shall discuss and attempt to resolve the dispute within a period of 30 days from the occurrence of the event.



The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the parties hereto after following the escalation matrix in the manner set forth above, gives a notice to this effect, to the other party in writing. Thereafter such dispute shall be resolved in the matter set forth below:

- a) In case any dispute, controversy or claim arising out of or relating to this agreement or any matter or issue arising there from which remains unresolved by amicable settlement it shall be referred to a 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 a 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. The two appointed Arbitrators shall appoint one Arbitrator, and the two appointed Arbitrators shall appoint the third Arbitrator who shall act as the presiding Arbitrator. . The Arbitration shall be conducted under the aegis of Arbitration and Conciliation Act 1996. The award of the Arbitrator shall be final and binding on the parties to this agreement. The seat of Arbitration shall be at 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 jointly borne by the parties.
- c) The party invoking the Arbitration proceedings agrees to execute a No Objection Certificate under Section 12(5) and Section 31-A of the Arbitration & Conciliation Act, 1996 to the appointment of Sole Arbitrator for adjudication from the panel of Arbitrators of IRCTC. The said No Objection Certificate shall be construed as an express Agreement in writing in terms of proviso to Section 12 (5) of the Arbitration & Conciliation Act, 1996.



**18. ANNEXURE: I – DOCUMENT CHECKLIST**

S.No	Item	To be filled by Bidder (Document placed - Page Number in bid)	Reference for format/content to be provide
1.	Tender Application Form, duly filled-in, signed and stamped		Annexure II
2.	Copy of Certificate of GST Registration		-
3.	Copy of PAN Card		-
4.	Support offices of bidder in Delhi /NCR. Documents giving complete details including contact person name, telephone no, address, staff strength , technology area handle of customer support offices in Delhi/NCR.		-
5.	Bid security declaration		Annexure-IV
6.	Pre-Signed Integrity Pact		Annexure- VIII
7.	Complete Tender Document duly stamped and signed on each page by the authorized signatory.		-
8.	Only for MSE Bidders: Copy of valid SSI / MSE registration certificate with items mentioned in the SSI / MSE registration certificate.		-
9.	Only for Startups: Copy of valid Startup registration certificate issued by DIPP.		-





19. ANNEXURE: II - TENDER APPLICATION FORM

(On Bidder's Company letterhead)

Dated: _____

To,
The Director Tourism and Marketing,
Indian Railway Catering and Tourism Corporation (IRCTC) Ltd
11th floor, B-Wing Statesman House Building,
Barakhamba Road, New Delhi, Pin- 110001

Sir/Madam,

Subject: Single Tender for Development of Online Ticket Booking Services of HeliYatra for IRCTC

Ref: Tender No. e:39945/IRCTC/CO/IT(SW)/15/2022/IT/ITC-Part(5) dated 02-08-2024

We, M/s..... having read and examined in details all the conditions to tender attached here and hereby agree to abide by the said conditions. We offer to do this work of **"Single Tender for Development of Online Ticket Booking Services of HeliYatra for IRCTC"** at the rate quoted by us in the bid document and hereby bind ourselves to complete the work in all respects with the service period mentioned in the tender document. We also hereby agree to abide by the **General Conditions of Contract (GCC)** and to carry out the work according to the **Special conditions of Contract (SCC) and specifications** for works as laid down by IRCTC Ltd.

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

Until a formal agreement is prepared and executed, the issuance of letter of award 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 and full address of the Chief Executive Officer of the bidder's organization as a whole, including contact numbers and email address 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.	
6.	Name, designation and full address of the person dealing with the tender, his/her telephone, mobile, Fax and email address	

Witness:

Signature:

Name:

Address:

Date:

Tenderer:

Signature

Name of the Authorized Signatory.....

Designation:

Company Seal

Date:



**20. ANNEXURE: III - SCHEDULE OF RATE**

Bidder's Name:

Tender Reference: e:39945/IRCTC/CO/IT(SW)/15/2022/IT/ITC-Part(5) Dated 02-08-2024

The bidder shall submit the rate schedule of the all the items strictly as per the format mentioned below: -

(Fig. in Rs.)

S. No.	Expertise	Unit Rate (excl. Taxes)	Taxes	Unit Rate (incl. of Taxes)	Quantity	Cost (Inclusive of Taxes)
1	Development of the Booking engine (One time cost)				1	
2	Cloud hosting per month for monthly bookings of 6720 Tickets. (Variation (+) or (-) 10%)*				48	
3	SMS (per SMS cost) (all-inclusive charges)				As per Actual	
4	WhatsApp (Per WhatsApp cost (all-inclusive charges)				As per Actual	
5	Email per email cost (Booking/Cancellation)				As per Actual	
6	Maintenance and enhancement of the booking engine as per the requirements for 04 years.				1	
TOTAL COST (in ₹, in Figures) (Inclusive of all taxes)						
TOTAL COST (in words):						

Note:

- 1) The Total Cost must be in words and figures both. In case of any discrepancy the "total cost" in words will take precedence.
- 2) Prices to be quoted in Indian Rupees only.
- 3) Rates to be quoted separately against each item.
- 4) Nothing extra over and above quoted unit rates will be paid except applicable taxes.
- 5) ****For Bookings over 6,720 Nos. + 10% (variation) tickets in a month, payment will be done on pro-rata basis for that month.***

Authorized Signatory:

Signature:

Name:

Designation:

Date:





21. ANNEXURE: IV- BID SECURING DECLARATION

(To be submitted by bidder on their letter head)

To,
The Director Tourism and Marketing,
Internet Ticketing Center, IRCTC LTD.,
State Entry Road, New Delhi – 110055.

Subject: Bid Securing Declaration

Ref: Tender No. e:39945/IRCTC/CO/IT(SW)/15/2022/IT/ITC-Part(5) dated 02-08-2024

I/we hereby understand and accept that if I/we withdraw or modify my/ our bids during the period of validity, or if I/we are awarded the contract and on being called upon to submit the performance security/ Security Deposit, fail to submit the performance security/ Security Deposit, before the deadline defined in the request for bid document/ Notice Inviting tender, I/we shall be debarred from exemption of submitting Bid Security/ Earnest Money Deposit and performance security/ Security deposit for a period of 6 (six) months, from the date I/we are declared disqualified from exemption from submission of EMD/SD, for all tenders for procurement of goods/works/services/consultancy etc. issued by any unit of IRCTC published during this period.

Bidder:

Signature

Name of the Authorized Signatory.....

Designation:

Company Seal

Date:





22. ANNEXURE: V - CONFIDENTIALITY - CUM - NON DISCLOSURE AGREEMENT (NDA)
(To be submitted on non-judicial stamp paper of Rs.100)

This Confidentiality-cum-Non Disclosure Agreement is executed and is made on this day of2024... at.....

BY AND BETWEEN

Indian Railway Catering and Tourism Corporation Ltd, a Public Sector Undertaking (PSU) under Ministry of Railway, having its Corporate Office at, *B 148, 11th Floor, Statesman House, Barakhamba Road, New Delhi-110001* and amongst other offices one IT wing at *Internet Ticketing Center, IRCTC, State Entry Road, New Delhi 110055* (hereinafter referred to as “IRCTC” which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, administrators, executors, heirs, representatives and assigns) of the ONE PART;

And

[Name and address of the Party] (hereinafter referred to as the “**Recipient**” which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors, administrators, representatives, authorized agents and assigns) of the OTHER PART.

to ensure the protection and preservation of confidential and/or proprietary information to be disclosed by IRCTC to the Recipient.

In reliance upon and in consideration of the following undertakings, IRCTC and the Recipient agree as set out herein:

- 1. Confidential Information:** All technical and non-technical information, trade secrets, marketing plans, customer information, data, drawings, documents, specifications, lay-outs etc (whether verbal, written, visual or otherwise, hard or electronic copy) including but not limited to details of network services, network infrastructure diagrams, software programs, know-how, application details etc disclosed by IRCTC or its related companies, group, associates or advisors to the Recipient shall be considered confidential information (“**Confidential Information**”).
- 2. Obligations:** The Recipient expressly undertakes to retain in confidence and to require all of its employees, agents, contractors, consultants and subcontractors to retain in confidence all information and know-how transmitted to the Recipient by IRCTC that has been identified as being proprietary and/or confidential, or that by the nature of the circumstances surrounding the disclosure ought to be treated as proprietary and/or confidential. The Recipient shall make no use of such information and know-how except under the terms and for the Authorized Purpose only. Notwithstanding anything to the contrary herein, the Recipient's confidentiality obligations set forth herein shall survive any termination or expiration of the Authorized Purpose. In any case the recipient shall be solely responsible for any misuse of such disclosed information to their employees, agents etc and IRCTC shall be free to seek such injunctive or other relief against Recipient /or their employees, agents etc. jointly or severally as may be deemed proper by the court of competent jurisdiction.

Limit on Obligations: The obligations of the Recipient specified in clause above shall not apply and the Recipient shall have no further obligations, with respect to any Proprietary Information to the extent that such Proprietary Information:

- a) is generally known to the public at the time of disclosure or becomes generally known without any wrongful act on the part of the Recipient,
- b) is in the Recipient's possession at the time of disclosure otherwise than as a result of the Recipient's breach of a legal obligation;
- c) becomes known to the Recipient through disclosure by any other source, other than the Disclosing Party, having the legal right to disclose such Proprietary Information.
- d) Is independently developed by the Recipient without reference to or reliance upon the Proprietary Information; or
- e) Is required to be disclosed by the Recipient to comply with applicable laws or governmental regulation, provided that the recipient provides prior written notice of





such disclosure to the Disclosing Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

3. **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 and, therefore, in the event of such breach, in addition to other remedies under the title of "Remedies" under this agreement, which may be available, the Recipient violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure.

4. **Purpose:** The Recipient shall use the Information solely for the purposes of "**Single Tender for Development of Online Ticket Booking Services of HeliYatra for IRCTC**" - **Authorized Purpose**".

5. **Use:** The Recipient shall:

- a) use the Confidential Information only to the extent necessary to accomplish the Authorized Purpose;
- b) preserve the secrecy of the Confidential Information;
- c) not disclose the Confidential Information to any employee except to those having a need to know the same for the Authorized Purpose and shall be responsible for its employees' compliance with this Agreement;
- d) not disclose the Confidential Information to any third party except if such disclosure is required pursuant to a valid court order provided that the Recipient shall give *IRCTC* reasonable prior written notice of such disclosure and, where required, assist *IRCTC* to resist such disclosure;
- e) immediately notify *IRCTC* in writing upon the discovery of any loss or unauthorized disclosure of any Confidential Information;
- f) Shall take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, to keep confidential the Confidential Information. The Recipient may disclose Confidential Information only to its employees, agents, sub-contractors, mandates, or consultants on a need-to-know basis for the Authorized Purposes. The Recipient shall execute appropriate written agreements with its employees, agents, contractors, mandates and consultants sufficient to enable it to comply with all the provisions of this Agreement;
- g) not reproduce, summarize or distribute the Confidential Information in any form;
- h) not remove the Confidential Information from its premises without the prior written consent of *IRCTC*;
- i) get its facility, under scope and hosting *IRCTC* data, audited by an established and Govt's CERT empanelled third-party security audit agency if and when asked by *IRCTC* and shall submit the report of the same to *IRCTC*

6. **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.

7. **Return of documents:** The Recipient shall, in writing, return all Confidential Information in whatever form (including all copies thereof and summaries, analysis, compilations, studies, reports, notes and other documents or materials derived there from, whether prepared by the Recipient or not) received by the Recipient pursuant to this Agreement (and all copies and reproductions thereof) within a reasonable period. Recipient agrees that in the event it is not inclined to proceed further with the engagement, business discussions and negotiations, or in the event of termination of this Agreement, the Recipient party will promptly return to IRCTC or with the consent of IRCTC, destroy the Proprietary Information of IRCTC.
8. **Duration:** The Recipient's obligations under this Agreement shall ensure no copies are retained by it or its employees/agents for **five years** after the termination of **"Single Tender for Development of Online Ticket Booking Services of HeliYatra for IRCTC - Authorized Purpose"**.
9. **Waiver:** IRCTC's failure to exercise or delay in exercising a right or remedy provided by this Agreement or by law does not constitute a waiver of such right or remedy or a waiver of other rights or remedies.
10. **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.
11. **Remedies:** Recipient agrees to make good loss suffered due to breach of contract and undertakes to indemnify IRCTC against the financial loss caused directly or indirectly by claims brought about by its customers or by third parties.

The Recipient agrees that any breach or a threatened breach by the Recipient of its undertakings and obligations under this Agreement will cause irreparable injury to IRCTC and monetary damages would not be an adequate remedy for such breach or threatened breach. Accordingly, in addition to such damages and any other remedies that may be available, in law, in equity or otherwise, IRCTC shall be entitled to seek temporary and permanent injunctive relief against any threatened breach or the continuation of any breach and costs and expenses relating to the enforcement of any breach or threatened breach of this Agreement.

12. **Severability:** If any provision of this Agreement shall for any reason, be held invalid, inoperative, illegal or unenforceable for any reason, such provision shall be deemed separable from the remaining provisions of this agreement and shall in no way affect or impair the validity, operation, legality or enforceability of the remaining provisions of this agreement, unless removal of the invalidated provision renders the other provision impossible to implement or inconsistent with the intent of the Parties. It is further agreed that in the event of any provision being held invalid, inoperative or unenforceable, such provision shall be replaced by mutually acceptable provision of the Parties.
13. **Laws:** This Agreement, including its validity and interpretation, the merits of any dispute or claim arising out of or relating to this Agreement shall be governed by the laws of India, without having regard to its principles of conflict of laws.
14. **Forum:** The Recipient shall submit to the exclusive jurisdiction of the courts at Delhi, India to judicate any dispute arising out of this Agreement.
15. **Miscellaneous:** This Agreement embodies the entire and final understanding of the parties on this subject. It supersedes any previous representations, agreements, or understandings, whether oral or written. No amendment or modification hereof shall be valid or binding upon



the parties unless made in writing and signed by an authorized representative of both the parties .

- 16. 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]

- 17. 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]

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

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands the day and year first hereinabove written;

Signature_____

Signature _____

Name _____

Name _____

Designation _____

Designation _____

Duly authorized to sign for and
on behalf of:

M/s IRCTC Ltd.

Duly authorized to sign for and
on behalf of:

M/s _____

in the presence of:

in the presence of:

Name _____

Name _____

Designation _____

Designation _____

Signature_____

Signature_____





23. ANNEXURE: VI - SERVICE AGREEMENT FORMAT

(To be submitted on non-judicial stamp paper of Rs.100)

THIS AGREEMENT is made on this _____ 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, executors 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, executors, representatives, authorized agents and permitted assigns having its registered office at _____ of the Second Part.

WHEREAS

- a) The Purchaser had invited Tenders vide their Tender No (hereinafter referred to as "Tender Document") for "**Single Tender for Development of Online Ticket Booking Services of HeliYatra for IRCTC**".
- 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 IS WITNESSETH AS UNDER :

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 General Conditions of Contract (GCC)
 - c) the Special Conditions of Contract (SCC)
 - d) Purchase Order.
 - e) 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.





Single Tender for Development of Online Ticket Booking Services of HeliYatra for IRCTC

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 _____

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

Signed, Sealed and Delivered by
the said _____

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





24. ANNEXURE: VII - PERFORMA OF PERFORMANCE BANK GUARANTEE FOR 3% OF THE CONTRACT VALUE

To
The Director Tourism and Marketing,
Indian Railways Catering and Tourism Corporation Ltd,
B-148, Statesman House, 11th floor, Barakhamba Road,
New Delhi – 110001

Dear Sir,

Bank Guarantee No. : _____
Date of Issue : _____
Amount of Guarantee : _____
Date of Expiry : _____
Last Date of Lodging of Claim : _____

In consideration of the Indian Railway Catering and Tourism Corporation Limited, B-148, Statesman House, 12th floor, Barakhamba Road, New Delhi – 110001 (hereinafter called "The IRCTC"), having agreed to exempt _____, having its office at _____ (hereinafter called "The said Supplier(s)") from the demand, under the terms and condition of an Contract No. _____ dated _____ made between M/s Indian Railway Catering and Tourism Corporation Limited and M/s _____ for _____ **(Single Tender for Development of Online Ticket Booking Services of HeliYatra for IRCTC) (hereinafter called "the said contract")** of Security Deposit for the due fulfilment by the said Supplier(s) of the terms and conditions contained in the said Contract, on production of a Bank Guarantee for Rs. _____/- (Rupees _____ only) we, _____ (hereinafter referred to as the bank) at the request of _____ Supplier(s) do hereby undertake to pay the IRCTC an amount not exceeding Rs. _____/- (Rupees _____ only) against any loss or damage caused to or suffered or would be caused to or suffered by the IRCTC by reason of any breach by the said Supplier(s) of any of the terms or conditions contained in the said Contract.

1. We _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the IRCTC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the IRCTC by reason of breach by the said Supplier(s) or any reason of the Supplier(s) failure to perform the said Contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____/- (Rupees _____ only).

2. We undertake to pay to the IRCTC any money as demanded notwithstanding any dispute or disputes raised by the Supplier(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this PBG shall be a valid discharge of our liability for payment there under and the supplier(s) shall have no claim against us making such payment.

3. We _____ further agree that the guarantee herein sustained shall remain in full force and effect during the period would be taken for the performances of the said contract and that it shall continue to be enforceable till all the dues of IRCTC under or any virtue of the said contract have been fully paid and its claims satisfied or discharged or till the IRCTC certified that the terms and conditions of the said contract have been fully and properly carried out by the said Supplier(s) and accordingly discharges this guarantee. Unless demand of claim under this guarantee is made on us in writing on or before _____ we shall be discharged from all liability under this guarantee thereafter.

4. We _____ further agree with the IRCTC that the IRCTC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said supplier(s) from time to time or to postpone for any time or from time to time any of the powers



exercised by the IRCTC against the said Supplier(s) and to forbear or of enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier(s) or for any forbearance act or omission on the party of the IRCTC or any indulgence by the IRCTC to the said Supplier (s) or any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so reliving us.

5. At any time during the period in which this Guarantee is still valid, if the supplier fails to perform the Works in accordance with the contract or fails to discharge himself of the liability of damages or debts, it is understood that the bank will extend this Guarantee under the same conditions from the required time on demand by the IRCTC and of the cost of the Supplier.

6. This guarantee will not be discharged due to the change in the Constitution of the Bank or the Supplier(s).

NOTWITHSTANDING anything to the contrary contained herein: -

i. Our Liability under this Bank Guarantee shall not exceed Rs. ____/- (Rupees _____only).

ii. This Bank Guarantee shall be valid upto _____and

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if the IRCTC serve upon us a written claim or demand on or before _____ (Date of expiry of the Bank)





25. ANNEXURE: VIII - INTEGRITY PACT FORMAT

Integrity Pact

This Pre-bid Contract agreement (hereinafter Called the integrity Pact) is made on ____ Day of _____, 2024 between India 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/Contractor/ Oracle" which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns

Preamble

The IRCTC intends to award, under laid down organizational procedures. Contract/s for _____. The IRCTC values full compliance with all relevant laws of the land, rules, and 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 accept, for self or third person, any material or immaterial benefit with 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 alone prejudice persons.
- (ii) If the IRCTC obtains information on the conduct of any of its employees which is a criminal offense 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 measures to prevent corruption. The Bidder(s)/contractor(s) commit themselves to observe the following principles during participation in the tender process enduring 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 them 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 off any kind whatsoever during tender process or during the execution of 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 to prices, specifications, certifications, subsidiary contracts, submission or non-submissions of bids or any other actions to restrict competitiveness or to introduce cartelization 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 India, if any. Similarly, The Bidder(s)/contractor(s) of Indian nationality shall furnish the name and address of the foreign IRCTC's if any. Further details as mentioned in the "Guidelines on Indian agent or 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 intent 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 integral integrity pact shall not approach the courts while representing the matter to IEM's and shall wait for their decision in this matter.**
 - (g) In Case of a Joint Venture, all the partners of the Joint venture should sign the Integrity Pact. In case of sub-contracting, the principle contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor. It is to be ensured that all the sub-contractors also sign the IP.
- 2) The Bidder(s)/contractor(s) will not instigate third persons who commit offenses outlined above or an accessory to such offenses.

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 all 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 bidders(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 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 declared that no previous transgressions occurred in the last three years with any other company in any country confirming 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 the “guidelines on banning of business dealings”.

Section 6 -Equal treatment of all bidders/contractors/Subcontractors

- (1) In case of sub-coordinating, The IRCTC contractor shall take the responsibility of the adoption of integrity pact by the Sub-contractor.
- (2) The IRCTC will enter into agreements with identical conditions at this one with all bidders and contractors.
- (3) The IRCTC will disqualify from the tender process all bidders who do not sign this pact or violates its provisions.**

Section 7- Criminal charges against by 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 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 (herein after referred to as monitors) for this pact in consultation with central vigilance Commission.
- a) Shri Apurva Varma, IAS(Red.) as IEM/IRCTC E-mail: - apurvavarma1@gmail.com
- b) Shri Bharat Prasad Singh. IFoS (Red.) as IEM/IRCTC E-mail: - bps.arunabh@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, whatever required. It will be obligatory for him/ her to treat the information and documents all the bidders/ contractors as confidential. He/She reports to the CMD IRCTC.
- (4) The Bidder(s)/contractor(s) accept 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)/ subcontractor(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 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 nonbinding 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 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 corrective 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 offense for 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.

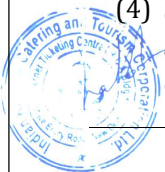
Section 9- Pact Duration

This pact begins when both the 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 writings. 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 to be invalid, the reminder 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.
- (7) **In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bond manner. However, not more than five meeting shall be held for a particular dispute resolution, the Fees/expenses on dispute resolution shall be equally shared by both the parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms and conditions of the contract.**

(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)





BID DOCUMENT PART-II - GENERAL CONDITIONS OF CONTRACT (GCC)

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 contact 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 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:

3.3.1 Bids is 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.
- 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.
- 5.2 The Purchaser will accept internationally accepted alternative specifications which ensure equal or higher quality than the specifications mentioned in the Technical Specification except where Make or brand is specified in the technical specifications. However, the decision of the Purchaser in this regard shall be final. The Tenderer should also furnish "Statement of Deviations" from tender specifications as per proforma given in Annexure – 4 of tender document part-I along with the offer.
- 5.3 No alteration/cutting is permitted in the bid documents.
- 5.4 Each page of the bid including tender document is to be signed by the tenderer. Any unsigned page shall not be taken cognizance of.
- 5.5 Tenderer shall submit all technical information and product brochures along with the techno-commercial bid. The language of these documents must be English.
- 5.6 The tenderer should submit self details as per proforma given in Annexure 7.
- 5.7 Tender documents with non-compliance of the above clauses are liable to be rejected.





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 endeavor 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 COPIES.

- 9.1 The bids shall be submitted in 2 (two) copies i.e. one original and one duplicate in double envelopes and shall be sent by Registered Post, return receipt requested, or dropped in the tender box or handed over to the Manager/Purchase or person authorized and acknowledgement obtained with date and time of submission.
- 9.2 The bidder will clearly mark the original copy and duplicate copies. In case of any discrepancies between the original and duplicate (s) the original will be considered as authentic. There should be no correction in ink on the duplicate photocopy of the original.

10. BID OPENING.

- 10.1 The sealed bids shall be opened in the presence of such of the bidders or their authorized representatives who may like to be present at the time and date fixed. However, the purchaser shall have a right to change the date and time of opening of the bid. The changed date and time shall be notified.





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. Any subsequent extension of validity shall be for minimum 60 days.

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.

15.0 INSURANCE:

15.1 The purchaser shall not arrange for any 'Transit Insurance' and the supplier will be responsible till the entire goods contracted, arrive in good condition at destination site as mentioned in the delivery schedule and the tenderer shall, at his own cost, unconditionally replace/rectify the goods lost/damaged to the entire satisfaction of the consignee within 30 days from the date of receipt of intimation from the consignee.

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



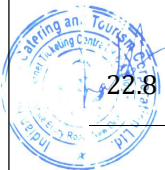
reasonable ground for extension of time. Any failure or delay on the part of Sub-Contractor shall be the sole responsibility of the bidder.

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 installment 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 GENERAL REQUIREMENTS.

- 22.1 The tenderer must specify Item wise compliance to Technical specifications duly vetted by the respective OEMs or supported by technical brochures, duly endorsed by OEMs, for the offered products. The Model and Make of the offered product should be clearly specified.
- 22.2 No change of make or brand will be permitted after issue of purchase order. However, under extra-ordinary circumstances, viz, closure of supplier's business, discontinuation of brand/product in market, statutory ban on such brand/product, or Government legislation, the contractor may request in writing to IRCTC, a change in make/brand explaining the reasons in detail. The alternate brand should be at par or superior to the original offer and the contractor shall provide unequivocal evidence for "Nil adverse price implication to the purchaser". IRCTC shall be at liberty to accept or reject such request without any impact on the contract conditions.
- 22.3 The tenderer must pass on the standard OEMs' warranty which comes bundled with the purchased equipment wherever it is superior to the warranty specified in this tender document.
- 22.4 The tenderer shall ensure availability of spare and software updates/patches for a period of at least 05 years from the date of purchase order.
- 22.5 The tenderer along with OEM should make available the offered products, if desired during technical evaluation of bid for testing and benchmarking at CRIS, New Delhi.
- 22.6 Tenderer has to provide documentary evidence for back-to-back support agreement with the respective OEM along with the OEM.
- 22.7 The installation of the ordered Systems shall be carried out without disturbing the ongoing working of the existing system.
- 22.8 Detailed designs and drawings required for installation of equipment and the scheme of





layout and connections required shall be submitted by the tenderer along with his offer.

- 22.9 Obtaining of licenses in addition to the existing licenses or any other statutory requirement for installation and working of all equipments shall be responsibility of the tenderer.

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 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 fulfillment 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.

24.3 No interest shall be given by IRCTC on any part of payment.

25.0 WARRANTY.

- 25.1 Tenderer shall provide comprehensive warranty against all manufacturing defects for a period of 12 months from the date of complete commissioning or 18 months from the date of completion of supply of material which ever is minimum for all hardware & system software, Networking Equipment. The format for offering warranty by the tenderer is enclosed as Annexure -5 in Tender Document part -I.
- 25.2 In case of warranty period stated in tender document part-II is longer than 12 months, warranty shall be applicable for stated period from the date of complete commissioning or stated warranty period plus 6 months from the date of completion of supply of material.

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.
- 26.2 A certificate shall be provided by IRCTC to the bidder for any tax deducted at source.

27. ENHANCEMENT OR REDUCTION OF QUANTITIES:

- 27.1 The Purchaser shall be at liberty to enhance or reduce the quantity mentioned in the purchase order up to a maximum extent of 30 % without assigning any reasons. The bidder shall comply to such modifications unconditionally provided these are made before completion of the deliveries under the purchase order. Any such change in quantity shall have no impact on the rates mentioned in the purchase order for any such item.

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 from IRCTC's list of empanelled Arbitrators . The presiding Arbitrator shall be nominated mutually by the two appointed Arbitrators. The award of the arbitrators 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 competent authority of IRCTC to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid.
- The seat of arbitration shall be the place from which the acceptance of bid is issued or such other place as, IRCTC may decide at its discretion. ,
- 29.6 Upon every and any such reference, the assessment of costs incidental to the reference shall be jointly borne by the parties .
- 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 The party invoking the Arbitration proceedings agrees to execute a No Objection Certificate under Section 12(5) and Section 31-A of the Arbitration & Conciliation Act, 1996 to the appointment of Sole Arbitrator for adjudication from the panel of Arbitrators of IRCTC. The said No Objection Certificate shall be construed as an express Agreement in writing in terms of proviso to Section 12 (5) of the Arbitration & Conciliation Act, 1996.
- 29.9 **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.
- 29.10 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.
- 29.11 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.
- 29.12 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 part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, 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.

31.3 Three-Bid Tenders:

- 31.3.1 A Prequalification Bid shall precede the opening of Technical & Commercial Bids.

- 31.3.2 Bidders who clear the prequalification stage will be considered for Technical and Commercial Evaluation.

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 Annexure-10.

32.4 Bidder will have to sign the Integrity Pact without any addition/deletion/modification 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 duly 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.

END OF DOCUMENT

