



INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.

E-SINGLE TENDER DOCUMENT

E-Single Tender for AMC Support for Data Protector Backup Software Licenses for IRCTC with one-year OEM support through OEM's authorized channel partner

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, in presence of bidders or their authorized representatives. If the bidder does not submit the EMD amount (if any) as specified in the Tender Document, the tender shall not be considered.

S.No.	Particulars	Details
1	Tender Number	e:22642/IRCTC/ITC/IT(ITS)/7/2022/IT/ITC
2	Type of Tender	Single Tender
3	Validity of Contract	One Year
4	EMD	Nil (Single Tender through OEM)
5	Last Date and Time for Submission of Bid	Latest by 17.09.2024 before 15:00 Hrs.
6	Date and Time for Opening of Bid	On 17.09.2024 at 15:30 Hrs
7	Address for correspondence	Group General Manager/IT-2, Internet Ticketing Center, IRCTC, State Entry Road, New Delhi – 110055
8	Web Address for Participation in the Tender	www.tenderwizard.com/IRCTC

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 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

The objective of this RFP is for AMC Support for Data Protector Backup Software Licenses for IRCTC with one-year OEM (M/s Micro Focus) support through OEM's authorized channel partner.

3. SCOPE OF WORK (SoW)

The bidder shall provide the AMC Support for Data Protector Backup Software Licenses for IRCTC with one-year OEM (M/s Micro Focus) support period in accordance with the quantity and period as specified in Schedule of Rate (SoR). The services shall include the following:

- a) Latest software version and updates of Data Protector Software. Updates should include Major product and technology releases, general maintenance releases, selected functionality releases, and documentation updates.
- b) Upgrades- fixes, security and critical patch upgrades.
- c) 24x7x365 unlimited Technical Support over Telephone, E-mail and Web including the ability to log service requests online (Access to customer portal of OEM).
- d) Remote technical support of OEM for problems/Issues troubleshooting and resolution.

4. INSTRUCTION TO BIDDERS

4.1 One Packet System

The tender is a Single Packet Tender.

4.2 Contents of the Bid

Bidder shall submit all the documents prescribed in Annexure-I Checklist for Document to be submitted. All documents should be duly signed by the bidder.

4.3 Earnest Money Deposit

The bidder is exempted from submission of EMD being a Single Tender case directly through OEM or their Authorized Channel Partner), however, bidder shall submit the declaration against EMD exemption as per format prescribed in "Annexure-V".



4.4 Language of Proposals

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

4.5 Delivery Condition

Immediate after issue of PO from IRCTC Consignee and delivery address is given under Clause no.5.

4.6 Non Disclosure Agreement

The successful bidder shall sign a Non-Disclosure Agreement (NDA) with IRCTC within 14 days from the date of acceptance of work order. The format of the NDA is given in “Annexure-VI”.

4.7 Signing of Agreement

The successful bidder shall be required to enter into a Service Agreement with IRCTC within 14 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-VII”

4.8 Security Deposit / Performance Bank Guarantee (PBG)

- a) Bidder shall deposit an amount equivalent to 05% (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 two years depending on the extent of failure.
- d) PBG shall be valid for total period of 15 Months (estimated as service contract period, plus 3 months after expiry of contract/ support period).
- e) This PBG shall be in the name of Indian Railway Catering & Tourism Corporation Ltd.
- f) IRCTC Bank Details are as follows:
Bank Name : HDFC Bank
Account No : 00030350003882
Branch Name : 26, Kailash Building KG Marg, New Delhi – 110001
IFSC Code : HDFC0000003
- g) Format of Performance Bank Guarantee (PBG) as per “Annexure-VIII”.

4.9 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.

4.10 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 Centres 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
 - iii. Relaxation in prior experience and prior turnover criteria.
- 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 5.10 (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.

4.11 Validity of Bids

Bid shall remain valid for 90 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 **90 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.

5. CONSIGNEE AND DELIVERY ADDRESS

GGM/IT-2
Internet Ticketing Center (ITC),
Indian Railway Catering and Tourism Corporation Limited (IRCTC)
IRCA Building, State Entry Road, New Delhi-110055

6. PERIOD OF CONTRACT

The AMC Support period shall be for a period of One year from 01/07/2024 to 30/06/2025.



7. PAYMENT TERMS

The following shall be the schedule of payments to the bidder:

- a) Payment shall be made after renewal of licenses by the OEM for that year.
- b) Payment shall be made after submission of PBG/Security Deposit, Non-Disclosure Agreement and Services Agreement.
- c) All payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the applicable laws.
- d) 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.

8. INFORMATION SECURITY

- a) The bidder shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by IRCTC, out of the IRCTC premises without prior written permission from IRCTC.
- b) The bidder shall, upon termination of this agreement for any reason, or upon demand by IRCTC, whichever is earliest, return any and all information provided to the bidder by IRCTC, including any copies or reproductions, both hardcopy and electronic.

9. ANNEXURE: I – CHECKLIST FOR DOCUMENTS TO BE SUBMITTED

S.No	Item	Submitted (Yes/No)	Reference for format/content to be provide
1.	Tender Application Form, duly filled-in, signed and stamped		Annexure II
2.	Complete Tender Document duly signed and stamped on each page		-
3.	Copy of Certificate of GST Registration		SCC Clause 4
4.	Copy of PAN Card		SCC Clause 4
5.	Bid specific Authorization Certificate from the OEM.		Annexure-IV
6.	Bid security declaration		Annexure-V
7.	Only for MSME Bidders: Attach MSME Certificate issued from Competent Authority/Ministry of GOI		-



10.ANNEXURE: II - TENDER APPLICATION FORM

(On Bidder's Company letterhead)

Dated: _____

To,
The GGM/IT-2,
Indian Railway Catering and Tourism Corporation (IRCTC) Ltd
11th floor, B-Wing Statesman House Building,
Barakhamba Road, New Delhi, Pin- 110001

Sir/Madam,

Subject: Tender for AMC Support for Data Protector Backup Software Licenses for IRCTC with one year OEM (M/s Micro Focus) support

Reference: Tender No. e:22642/IRCTC/ITC/IT(ITS)/7/2022/IT/ITC dated

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 “**AMC Support for Data Protector Backup Software Licenses for IRCTC with One-year OEM (M/s Micro Focus) support**” 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 **90** (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.	



AMC Support for Data Protector Software Licenses for IRCTC

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:



11.ANNEXURE: III -SCHEDULE OF RATE

Bidder's Name:

Tender Reference: Dated

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

Item	Start Date	Start Date	Total Cost (in ₹) (excluding taxes)
AMC Support for Micro Focus Data Protector Licenses (IRCTC Service ID: 0050444625-A)	01-07-2024	30-06-2025	To Be Filled Online

Total amount in
words (Excl. Taxes)

Note:

- 1) All values are in INR.
- 2) All taxes shall be as per the prevailing rules of Govt. of India.



12.ANNEXURE: IV - OEM AUTHORIZATION LETTER (MAF)

(To be submitted by bidder if they are authorized representatives of an OEM)

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

To

**GGM/IT-2,
Internet Ticketing Center,
IRCTC LTD.
State Entry Road
New Delhi - 110055**

Subject: OEM's Authorization Letter

Reference: IRCTC E-Tender No. e:22642/IRCTC/ITC/IT(ITS)/7/2022/IT/ITC dated

Dear Sir,

We, having our office at, hereby authorize M/s having office at, to submit the bid and subsequently negotiate and quote to IRCTC against the tender enquiry referred above for renewal of Micro Focus Data Protector License. We shall provide the OEM Support as per Scope of Work prescribed in the above referred tender document.

Yours faithfully,

(Name)

for & on behalf of M/s ()

Signed by authorized signatory of OEM with Company Seal.

[Note: This letter of authorization should be on the Letter-head of the manufacturing concern and should be signed by a person competent and having the power of attorney to legally bind the manufacturer].



13.ANNEXURE: V - BID SECURING DECLARATION

(To be submitted by bidder on their letter head)

To,
GGM/IT-2
Internet Ticketing Center, IRCTC LTD.,
State Entry Road, New Delhi – 110055.

Subject: Bid Securing Declaration

Reference: Tender No. e:22642/IRCTC/ITC/IT(ITS)/7/2022/IT/ITC dated

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:



14.ANNEXURE: VI - CONFIDENTIALITY - CUM - NON DISCLOSURE AGREEMENT (NDA)

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

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

By and between

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

And

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

WHEREAS

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

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

1. Definitions:

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

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



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

3. Permitted disclosure of Confidential information: If the recipient is requested/required to disclose confidential information by law enforcement or similar Government agencies mandated under the law, it is agreed that the receiving party shall provide IRCTC with prompt notice of any such request or obligation so that IRCTC may seek an appropriate protective order and or wave the recipient compliance with the provision of this agreement.

4. Title and Proprietary Rights: Notwithstanding the disclosure of any confidential information by IRCTC to the recipient, the title and all intellectual property and proprietary rights in the confidential information shall remain with IRCTC. The provisions of this agreement are necessary for the protection of the business goodwill of IRCTC and are considered by IRCTC to be reasonable for such



purposes. Recipient agree that any breach of this agreement will cause substantial and irreparable damages to IRCTC.

5. **Exceptions.** The Confidentiality obligations as enumerated in Article 2 of this Agreement shall not apply in following cases:
 - a) Which is independently developed by Recipient or lawfully received from another source free of restriction and without breach of this Agreement; or
 - b) After it has become generally available to the public without breach of this Agreement by Recipient; or
 - c) Which at the time of disclosure to Recipient was known to such party free of restriction and evidenced by documents in the possession of such party; or
 - d) Which IRCTC agrees in writing is free of such restrictions.
 - e) Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;
6. **Onus.** Recipient shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.
7. **Remedies.** Recipient acknowledges that any actual or threatened disclosure or use of the Confidential Information by Recipient would be a breach of this agreement and may cause immediate and irreparable harm to IRCTC or to its clients/partners; Recipient affirms that damages from such disclosure or use by it may be impossible to measure accurately; and injury sustained by IRCTC / its clients/partners may be impossible to calculate and compensate fully. Therefore, Recipient acknowledges that in the event of such a breach, IRCTC shall be entitled to specific performance by Recipient of its obligations contained in this Agreement. In addition, Recipient shall compensate the IRCTC for the loss or damages caused to the IRCTC actual and liquidated damages which may be demanded by IRCTC. Liquidated damages not to exceed the Contract value. Moreover, IRCTC shall be entitled to recover all costs of litigation including reasonable attorneys' fees which it or they may incur in connection with defending its interests and enforcement of contractual rights arising due to a breach of this agreement by Recipient. All rights and remedies hereunder are cumulative and in addition to any other rights or remedies under any applicable law, at equity, or under this Agreement, subject only to any limitations stated herein.
8. **Need to Know.** Recipient shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees and/or consultants of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the IRCTC. No information relating to IRCTC shall be hosted or taken outside the country in any circumstances.
9. **Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
10. **Ownership:** the confidential information is the property of IRCTC or its associates or advisors. Nothing in this agreement shall be construed as granting any property rights, by license or otherwise, to any confidential information disclosed pursuant to this agreement or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such confidential information. The recipient shall not make, have made, use or sell for any purpose



any product or other item using, incorporating or derived from any confidential information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of confidential information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. The confidential information may pertain to prospective or unannounced products. The recipient agrees not to use any confidential information as a basis upon which to develop or have a third party develop a competing or similar product.

- 11. No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
- 12. Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
- 13. Publicity:** the recipient must not make any press or other public statements (which includes announcements and releases) relating to this agreement, the confidential information and the authorized purpose.
- 14. Forum:** the recipient shall submit to the exclusive jurisdiction of the courts in Delhi, India to adjudicate any dispute arising out of this agreement.
- 15. Communications:** Written communications requesting or transferring proprietary information under this agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

(Recipient)

(Recipient's Address)

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

If to IRCTC:

Group General Manager/IT-2

Internet Ticketing Center, IRCTC

State Entry Road, New Delhi 110055

IF to Recipient:

(Recipient)

(Recipient's Address)

- 17. Headings:** Headings used in this agreement are provided for convenience only and shall not be used to construe meaning or intent
- 18. Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the jurisdiction of Courts and/or Forums situated at New Delhi



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

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

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



15. ANNEXURE: VII - SERVICE AGREEMENT FORMAT

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

THIS AGREEMENT made the _____ day of _____ 20__

BETWEEN

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

AND

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

WHEREAS

- a) The Purchaser had invited Tenders vide their Tender No (hereinafter referred to as ‘Tender Document’) for **“AMC Support for Data Protector Backup Software Licenses for IRCTC with one-year OEM (M/s Micro Focus) support”**
- b) The Service Provider had submitted its proposal dated _____ (hereinafter referred to as the ‘Tender’) for the provision of such services in accordance with its proposal as set out in its Tender and in accordance with the terms and conditions of the Tender and this Contract.
- c) The Purchaser has agreed to appoint the Service Provider for the provision of such services and the Service Provider has agreed to provide services as are represented in the Tender, including the terms of this Contract, the Schedules attached hereto and in accordance with the terms of the Tender, and in terms of the discussions, negotiations and clarifications in relation to the implementation of the scope of work.
- d) In consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - a) the Scope of Work
 - b) the General Conditions of Contract (GCC)
 - c) the Special Conditions of Contract (SCC)
 - d) Purchase Order.



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

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

Signed, Sealed and Delivered
by the said

(For the Purchaser in the
presence of:

(WITNESS)

Signed, Sealed and Delivered
by the said

(For the Service Provider) in the
presence of:

(WITNESS)



16.ANNEXURE: VIII - PERFORMA OF PERFORMANCE BANK GUARANTEE FOR 5% OF THE CONTRACT VALUE

To
GGM/IT-2,
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, 11th 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 _____ (hereinafter called “the said contract”) of Security Deposit for the due fulfillment 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)



BID DOCUMENT PART-II (GCC)

GENERAL CONDITIONS OF CONTRACT

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

GENERAL CONDITIONS OF CONTRACT FOR IRCTC

1. DEFINITIONS AND INTERPRETATION

In the Contract, unless the context otherwise requires.

- 1.1. **“IRCTC”** would mean the Indian Railways Catering and Tourism Corporation Ltd acting through its Managing Director or any other representative authorized by him.
- 1.2. **“Acceptance of Bid”** means the letter/telex/telegram/fax or any memorandum communicating to the bidder as the acceptance of his bid and includes an advance acceptance of his bid.
- 1.3. **“Contract”** means and includes the invitation to bid, Instructions to Bidders, Acceptance of Bid, Special Conditions of Contract and other conditions specified in the acceptance of bid and includes a repeat order which has been accepted or acted upon by the contractor and a formal agreement, if executed;
- 1.4. The **“Contractor”** means the person, firm, consortium or company with whom the purchase order is placed and shall be deemed to include the contractor's successors (approved by the Purchaser), representatives, heirs, executors, administrators and permitted assignees, as the case may be, unless excluded by the terms of the contract. The terms “Contractor” and “Successful Bidder” have been used interchangeably in this bid document.
- 1.5. **“Purchasing Officer”** means the officer signing the acceptance of bid and includes any officer who has authority to execute the relevant contract on behalf of IRCTC.
- 1.6. The **“Purchaser”** IRCTC or any representative authorized by IRCTC.
- 1.7. **Bidder/ Tenderer:** Shall mean a company/firm in its individual right or the legal member of the consortia.
- 1.8. **“IRCTC Project Manager”** means designated representative of IRCTC authorized as head of concerned project and is authorized to take decisions on behalf of IRCTC in respect of project implementation.
- 1.9. **“Bidder's Project Manager”** means a designated representative of Bidder, who is empowered by the authorized signatory of Bidder for delivering the contractual obligations under this contract. He will be the one point interface with IRCTC.
- 1.10. **“Service” means:** - a service to be given by contractor as stated in contact 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 fulfilment 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 whichever 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 or error in proceeding in or about the same for any other ground or for any other reason and shall be without Appeal.

29.3 Demand for arbitration: In the event of any dispute or difference or differences between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties, on any matter in question, dispute or differences on any account, or as to the withholding by the purchaser of any certificate to which the contractor may claim to be entitled to, or if the purchaser fails to make a decision within a reasonable time, then and in any such case, the contractor, till 90 days of presenting his final claim on disputed matters may demand in writing that the dispute or difference be referred to arbitration. Such demand for arbitration shall specify the matters, which are in question, dispute or the difference, and only



such dispute, or difference of which the demand has been made and no other shall be referred to arbitration.

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

30.0 FORCE MAJEURE

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