



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

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E-TENDER DOCUMENT

(E-Tender No. IRCTC/ITC/NGeT/IBW/2020-21/1)

E-Tender for Procurement of Internet Bandwidth with DDoS Protection for IRCTC



SECTION-I: NOTICE INVITING E-TENDER

Sub: Notice Inviting Tender (NIT) for Open E-Tender for Procurement of Internet Bandwidth with DDoS Protection for IRCTC Next Generation E-Ticketing (NGeT) System (E-Tender No. IRCTC/ITC/NGeT/IBW/2020-21/1)

Indian Railway Catering and Tourism Corporation Limited (referred as 'IRCTC') invites Open E-tender for Procurement of Internet Bandwidth with DDoS Protection for IRCTC Next Generation E-Ticketing (NGeT) System on the terms & conditions prescribed in the tender document.

Tender Title	Procurement of Internet Bandwidth with DDoS Protection for IRCTC.
Tender No.	IRCTC/ITC/NGeT/IBW/2020-21/1
Mode of Tender	Open E-Tender
Type of Offer	Two-Packets – Technical Bid and Financial Bid Packets
Last date and time of tender submission	22.10.2020 up to 1500 Hrs
Date and time of Opening of E-Tender (Technical Bid Packet)	22.10.2020 at 1530 Hrs
Earnest Money Deposit	Rs. Five Lakhs only
Address for correspondence	Group General Manager/IT Internet Ticketing Center, IRCTC, State Entry Road, New Delhi – 110055
Cost of E-Tender	Nil

1. Bidders are required to deposit EMD of Rs. 5 Lakhs (Five Lakhs) through e-tender website <https://www.tenderwizard.com/IRCTC> itself prior to submission of E-Tender. Offers Without EMD will be summarily rejected.
2. The bids will consist of two-packet system i.e. Technical and Financial Bids. Technical Bids will consist of Technical and other conditions as laid down in tender document. Financial bids shall consist of the Financial aspects as per conditions laid down in the tender document.
3. The bid shall remain open for acceptance for **180 days** from the date of opening of tender, or as extended by the bidder on request of IRCTC.
4. IRCTC reserves the right to reject any/all E-tenders without assigning any reason.
5. The Notice Inviting Tender (NIT), Instructions to Bidders, Special Conditions of Contract (SCC), E-Tender Schedule, General Conditions of Contract (GCC) shall form part of the **Tender Documents**. This document consists of 66 pages including 'Table of Content' pages and Cover page.

For and On behalf of

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



Disclaimer

- The information contained in this Bid document or subsequently provided to the Bidder(s), whether verbally or in documentary form by or on behalf of the IRCTC or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this Bid Document or any other terms and conditions subject to which information is provided.
- This request for Bid document is not an agreement and is not an offer or invitation by IRCTC to any party other than (Bidders) the applicants who are qualified to submit their proposals to IRCTC.
- The objective of the Bid document is to provide the prospective Bidder(s) with all the relevant information to assist the formulation of proposals or Bids.
- The Bid document may not be apposite for all persons interested in bidding as it is not possible for the IRCTC or any of their employees or advisors to take into consideration the financial and investment objectives, financial situation as well as specific needs of each party who reads or uses this Bid document.
- The prospective bidders should conduct detailed analysis and study for authenticating the accuracy and completeness of the information provided in the Bid document and wherever necessary obtains independent opinion from appropriate sources.
- The IRCTC, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations about the accuracy, reliability or completeness of the bid document.
- The IRCTC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Bid document.



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SECTION-II: INSTRUCTIONS TO BIDDERS (ITB)

Indian Railway Catering and Tourism Corporation Limited (referred as 'IRCTC') propose to obtain E-Tender for Procurement of Internet Bandwidth with DDoS Protection for IRCTC Next Generation E-Ticketing (NGeT) System on the terms & conditions prescribed in the tender document.

1. General

- a) This E-Tender Document can only be viewed at <http://www.irctc.com> and <https://www.tenderwizard.com/IRCTC>, and will be submitted/received online at <https://www.tenderwizard.com/IRCTC> only.
- b) EMD shall be paid through e-tendering website <https://www.tenderwizard.com/IRCTC>. In case of non-submission of the said EMD, the bid will be summarily rejected. It may be noted that **EMD of Rs. 5 Lakhs is to be deposited mandatorily.**
- c) To participate in the E-Tender, it is mandatory for the bidders to register themselves with M/s ITI without any payment on the website <https://www.tenderwizard.com/IRCTC>. It may be noted that **Class-III Digital Signature is required for submission of the bid.** A detailed procedure for bidding is placed at <https://www.tenderwizard.com/IRCTC>.
- d) All bid documents shall be signed by the tender signing authorized signatory of the bidder.
- e) All bid documents to be uploaded by the bidder on www.tenderwizard.com/IRCTC must be digitally signed.
- f) Corrigendum/Addendum to this tender, if any, shall be published on website www.irctc.com and www.tenderwizard.com/IRCTC. No Newspaper/press advertisements shall be issued for the same.
- g) Incomplete tenders are liable to be rejected.
- h) For any difficulty in downloading & submission of tender document at website www.tenderwizard.com/IRCTC, please contact helpdesk no. 011-49424365, 8800115628/08076206940.
- i) The intending bidders are advised to study e-tender conditions of the tender and make themselves conversant with their contents as these govern this agreement and shall form integral party thereof.

2. Contents of Bid

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

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

- a) 'TENDER OFFER FORM' duly filled-in as per the format specified in [Annexure-I](#) under [Section-III: Special Conditions of Contract](#) of this tender.
- b) All the documents, duly filled in as per prescribed format, specified in [Annexure-II: Document Checklist and Format \(Technical Bid\)](#) under [Section-III: Special Conditions of Contract](#) of this tender.
- c) Document Checklist (.xls) duly filled in by the bidder.



2.2. **Financial Bid** –The Financial Bid shall consist of the following documents duly filled-in as per the instructions and other relevant provisions mentioned in the tender document.

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

3. Bid Validity

- 3.1. The submission of any offer and documents shall constitute an undertaking that the bidder shall have no cause for and claim, against IRCTC for rejection of the offer. IRCTC shall always be at liberty to reject or accept any offer at its sole discretion and any such action will not be called into question and the bidder shall have no claim in that regard against the IRCTC.
- 3.2. The offer shall be kept valid for acceptance for a period of minimum **180 (One hundred and Eighty)** days from the date of opening of this e-tender. Any subsequent extension of validity shall be for a minimum of **60 days**.
- 3.3. Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of Award of Contract is made by IRCTC to the bidder. While the offers are under such consideration, bidders and/or their representatives or other interested parties are advised to refrain from contacting IRCTC by any means. IF necessary, IRCTC will obtain clarifications on the offers by requesting for such information from any or all the bidders, in writing, as may be considered necessary. Bidder will not be permitted to change the substance of their offers after the offers have been opened.

4. Rates

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

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



5. Earnest Money

- 5.1. Bidder are required to deposit EMD through the e-tendering website <https://www.tenderwizard.com/IRCTC>. In case of non-submission of the said EMD, the bid will be summarily rejected.
- 5.2. The Earnest money shall remain deposited with IRCTC for a period of **180 days**, or as extended further by bidder on request of IRCTC, from the date of opening of E-Tenders.
- 5.3. The EMD deposited is liable to be forfeited if the bidder withdraws or amends, impairs or derogates from the E-tender in any respect within the period of validity of his offer.
- 5.4. The EMD of the successful bidder will be returned after the Security Deposit and Performance Bank Guarantee (PGB) as required is submitted by the successful bidder.

6. Interest on amount

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

7. Complete Bid

The bidders must ensure that the conditions laid down for the submission of the offers detailed in the preceding paras are complete and correctly fulfilled. E-tenders, which are not complete in all respects as stipulated above, may be summarily rejected.

8. Language of Proposals

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

9. Non-transferable

E-tenders are not transferable. IRCTC reserve the right to reject any or all of the E-tenders in part or full at its sole discretion without assigning any reasons.

10. Discrepancies:

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

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

11. Benefits to Registered SSI/MSEs firms

- 11.1. Ministry of Micro, Small and Medium Enterprises (MSME) vide letter no. 21(1)2011-MA dated 25.04.2012 has notified a new Public Procurement policy for the Micro and Small Enterprises (MSEs) who are 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) any other body specified by Ministry of Micro, Small and Medium Enterprises.
- (viii) With effect from 18.09.2015, MSEs registered under Udyog Aadhaar Memorandum (UAM) are also eligible to avail the benefits under this policy.

11.2. Following benefits are available to such MSEs under this policy:

- (i) Issue of Tender document free of cost,
- (ii) Exemption from payment of Earnest Money,
- (iii) Relaxation in Prior Experience and Prior Turnover

11.3. Further, in case of tenders where splitting of quantity is possible, participating Micro and Small Enterprises quoting prices within in price band of L1 + 15% shall be allowed to supply a portion of requirements by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises and such Micro and Small Enterprises can be together ordered up to 25% of the total tendered quantity. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity).

11.4. Special provisions for SSI/MSEs owned by Scheduled Castes or Schedule Tribes and Women: Out of the 25% quantity of this E-Tender for SSI/MSEs a sub target of 4% quantity of this e-tender is earmarked for procurement from SSI/MSEs owned by the Scheduled Castes or the Scheduled Tribe entrepreneurs and 3% SSI/MSEs owned by woman entrepreneurs, provided that, in event of failure of such Micros and Small Enterprises to participate in E-Tender process or meet E-Tender requirements and L1 price, 4% sub target for procurement earmarked for SSI/MSEs owned by Scheduled Castes or the Scheduled Tribe entrepreneurs shall be met from other registered SSI/MSEs.

11.5. 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 11.1](#) above, **failing which such bidders will not be able to enjoy the benefits** as per PP Policy for MSEs order, 2012.

11.6. 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**.

Note: Bidders must note that clause 11.3 and 11.4 as specified above shall not be applicable for this tender as the quantities under this tender cannot be split according to these clauses.

12. Evaluation of Bids

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

12.1. Stage-I: Technical Evaluation



- a) The Technical bids of all the offers that are received within date and time mentioned in this tender document shall be opened on due date and time.
- b) Technical bids of only those bidders shall be evaluated against which EMD has been deposited by the bidder. However, MSE bidders are exempted from submission of EMD.
- c) The technical suitability of the bidders shall be evaluated on the basis of '**Qualification Criteria for the Bidder**' specified in Clause 3 of [Section-III: SCC](#) of this tender though detailed verification of all the documents submitted by the bidder in the technical bid. All products/services offered by the bidder shall be required to meet the technical specifications as laid down for each product/service in '[Annexure-VIII: Technical Specifications](#)' of [Section-III](#) of this tender.
- d) All components being procured through this tender are essential for functioning of the IRCTC's NGeT system. Therefore, no change in the specification of the offered products/services will be permitted after submission of the bid.
- e) Bid(s) that does not comply with the '**Qualification Criteria for the Bidder**' and '**Technical Specifications**' as specified in [Clause 3](#) and [Annexure-VIII: Technical Specifications](#) respectively in [Section-III: SCC](#), shall be considered as technically dis-qualified.

12.2. Stage-II: Financial Evaluation

- 12.2.1. The financial bid of only those bidders shall be opened who are shortlisted in **Stage-I** as technically qualified.
- 12.2.2. The date and time of the opening of the Financial Bid shall be intimated to the shortlisted bidders and shall be opened at such appointed date and time.
- 12.2.3. Bids that are found in order shall be taken up for financial evaluation as per criteria given below:
 - a) For the purpose of relative ranking of bids, Financial bid with the lowest value for '**Total Price per E1 per Annum (Including taxes)**' specified in **Column E** in [Section-IV: FINANCIAL BID](#) shall be considered as lowest evaluated bid and termed as **L1 bid**.
 - b) In order to meet the redundancy requirements, IRCTC shall distribute the total required bandwidth of 920E1 among **three service providers in equal proportion i.e. 307E1:307E1:306E1**. For this, IRCTC shall award the purchase order to L1 for one-third of the total quantity i.e. 307E1. For the remaining two-third quantity, IRCTC shall make counter offers to the higher bidder(s) in order of L2, L3, and so on to match the lowest acceptable rate (L1). On acceptance of IRCTC's counter offers by higher bidder(s), IRCTC shall award the purchase order to such higher bidders in order of L2, L3 and so for 307E1 and 306E1 respectively.



12.2.4. Additional features / enhancements offered by the bidder, over and above the ones asked for in the tender documents, shall not be considered for evaluation of bids.

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

12.3. Clarifications/Presentations

As part of Technical evaluation process, IRCTC reserves the right to ask the bidder for clarification / submission of documents/ to do a presentation at CRIS/IRCTC on the offered products/services which shall inter-alia include skill-sets, support services, tie-up with OEMs, project implementation plan etc. including other tender conditions within **10-days** of such intimation from IRCTC in writing.

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



SECTION-III: SPECIAL CONDITIONS OF CONTRACT (SCC)

1. Background

1.1. About IRCTC

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

1.2. About CRIS

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

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

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

2. Scope of Work

The scope of work includes the following activities:

2.1. Internet Bandwidth with DDoS Protection: The bidder shall be responsible for Supply, Installation, Commissioning & Maintenance of Uncompressed Symmetrical (1:1) Premium Internet bandwidth with DDoS protection for Next Generation E-Ticketing (NGeT) Web application (www.irctc.co.in) hosted in CRIS Data Center facility at CRIS HQ office Chanakyapuri, New Delhi. The bidder shall ensure 99.5% uptime of the Internet Bandwidth including the last mile on monthly basis. The total estimated requirement is 920 E1s (E1=2 Mbps), however the same may increase or decrease at the time of actual placement of the order. IRCTC shall award the contract to three service providers by distributing the total bandwidth of 920 E1 in equal proportion to meet redundancy requirements.



2.2. Hardware Provisioning & Maintenance: The Internet Lease Line link shall be terminated on 10G Optical port for connectivity to NGeT Internet Edge Routers at CRIS Data Center. The bidder shall provide all the equipment such as mux, modems, converters and any other hardware required to terminate the internet leased line (including last mile) on NGeT Routers at CRIS Data Center. The maintenance and ownership of all such equipment will be with bidder only. CRIS shall provide power and space for co-locating the termination equipment without any charges. The bidder must specify in the bid the space and power requirements for their equipment. Providing last mile connectivity to CRIS will be the responsibility of bidder.

3. Qualification Criteria for the Bidder

Consortium bidding is not allowed. Following is the mandatory Qualification Criteria for the bidder –

S. No.	Qualification Criteria for the bidder	Credentials to be provided by the bidder
1.	The Bidder must be an established Private/ Public company registered under Indian Companies Act and should be in existence from atleast 5 years as on the date of opening of bid.	Copy of Certificate of Incorporation, and Certificate consequent to change of name, if applicable.
2.	Bidder must be registered with appropriate authorities for all applicable statutory duties/taxes including GST.	Copy of- a) GST Registration Certificate, and b) PAN Card
3.	The average annual financial turnover of the bidder during the last three financial years i.e. F. Y. 2016-17, 2017-18 and 2018-19 must be at least Rs. 100 Crore. <u>Relaxation for MSEs:</u> The average annual financial turnover for MSE bidders during the last three financial years i.e. F. Y. 2016-17, 2017-18 and 2018-19 must be at least Rs. 25 Crore.	Copy of Annual Audited Financial Statements OR CA Certificate, clearly mentioning the Annual Turnover for F. Y. 2016-17, 2017-18 and 2018-19.
4.	Bidder must be a Class-A ISP license holder or Unified Access Service License or Unified License holder for PAN India. License must be issued by DoT, Govt. of India.	Copy of License(s) issued by DoT, Govt. of India
5.	The bidder should be a member of NIXI and must have peering with 1-Gbps connectivity at least at Delhi/NCR, Mumbai & Chennai.	Copy of connectivity/work order or invoice for peering with NIXI shall be provided along with self-declaration for bandwidth peering capacity on Company's letter head.
6.	The bidder shall have state of the art Network Operation Centre (NOC) for complete monitoring and troubleshooting support round the clock to ensure uninterrupted service for NGeT system at CRIS Data Center.	Undertaking from the authorized signatory of bidder on bidder's letterhead mentioning the complete address of its NOC facility and Contact Details.
7.	The bidder shall have state of the art Security Operation Centre (SOC)/ Network Operation Centre (NOC) for 24x7 monitoring and troubleshooting support round the clock to ensure DDoS protection for NGeT system at CRIS Data Center.	Undertaking from the authorized signatory of bidder on bidder's letterhead mentioning the location of SOC/NOC and Contact Details.



S. No.	Qualification Criteria for the bidder	Credentials to be provided by the bidder
8.	The DDoS mitigation solution deployed by the bidder shall have capacity of handling DDoS traffic of at least 10 Gbps.	Undertaking from the authorized signatory of bidder on bidder's letterhead confirming the DDoS mitigation solution with capacity of handling DDoS traffic of at least 10 Gbps.
9.	<p>The bidder must have supplied at least 350 Mbps of Internet Bandwidth Service to atleast one client in Delhi/NCR region for which purchase order was issued in the preceding three financial years (i.e. last three financial years and current year), prior to the date of opening of this tender, who are using the Internet bandwidth for critical applications / services hosted/ running at the client's Data Centre.</p> <p>The Internet Bandwidth Services should either be completed or ongoing from atleast last six months from the date of opening of this tender.</p> <p><u>Relaxation for MSEs:</u> For MSE bidders, the minimum quantity of Internet Bandwidth under this criteria is 88 Mbps.</p>	<p>a) Purchase Order/Work Order/ Agreement copy or any other associated document specifying the capacity and location of IBW services, and</p> <p>b) Work Completion Certificate, issued by the client, in case of service completion OR Satisfactory Performance certificate, issued by the client, in case of ongoing services.</p>
10.	<p>The bidder must have supplied DDoS Protection Services with cumulative mitigation capacity of 1-Gbps to one or more clients in India for which purchase order was issued in the preceding three financial years (i.e. last three financial years and current year), prior to the date of opening of this tender for protection of client's IT Infrastructure from DDOS attacks.</p> <p>The DDoS protection services should either be completed or ongoing from on the date of opening of this tender.</p> <p><u>Relaxation for MSEs:</u> For MSE bidders, the minimum cumulative mitigation capacity for DDoS Protection Services under this criteria is 250 Mbps.</p>	<p>a) Purchase Order/Work Order/ Agreement copy or any other associated document specifying the capacity of DDoS Protection services, and</p> <p>b) Work Completion Certificate, issued by the client, in case of service completion OR Satisfactory Performance certificate, issued by the client, in case of ongoing services.</p>

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



4. Other Terms and Conditions

4.1. Award and Acceptance of Purchase Order

- a) After selection of the successful bidder(s) and after obtaining internal approvals and prior to expiration of the period of bid validity, IRCTC shall award the Purchase Order to the successful bidder(s).
- b) Within 7 days of the award of the Purchase Order, the successful bidder shall send its acceptance of the purchase order.
- c) IRCTC shall place the purchase orders for bandwidth initially for a period of 02 years which shall be further extendable for one year at IRCTC's option.
- d) IRCTC reserves the right to vary (increase and/or decrease) the bandwidth size in the order as and when required during the service period.
- e) During the contract period IRCTC may also procure Bandwidth on Demand (BoD) to meet seasonal peaks for duration of 2-3 months and surrender it back when the seasonal demand ends. The bandwidth demanded shall be in the multiples of 32/64 Mbps and shall be provided by bidder within 02 weeks of the placement of the order.
- f) In case any increment in bandwidth is required during the contract period, same will be ordered on pro-rata basis and shall be provided by the bidder within 02 weeks of the placement of purchase order.
- g) In case any reduction in bandwidth is required during the contract period, same will be ordered on pro-rata basis and shall be made by the bidder within 02 weeks of the intimation of IRCTC through Letter/e-mail/revised order.
- h) E1 (2-Mbps) capacity shall be the basic unit of service and price corresponding to one E1 service shall constitute unit price for all blocks of bandwidth procured.
- i) The successful bidder shall be required to submit duly signed and stamped copy of complete tender document and corrigendums/addendums alongwith the letter of acceptance of award of contract.

4.2. Security Deposit and Performance Bank Guarantee (PBG)

- a) Successful bidder shall deposit an amount equivalent to **05% (Five Percent)** of the total purchase order value through Demand draft issued by nationalized/scheduled commercial bank in favour of 'IRCTC Ltd' payable at New Delhi, as Security Deposit within **30-days** from the date of award of purchase order by IRCTC.
- b) In addition to above, successful bidder shall submit a PBG for **05% (Five percent)** of the total purchase order value, issued by nationalized bank or scheduled commercial bank, within **30-days** from the date of award of purchase order by IRCTC. Format of PBG format is specified in [Annexure-V](#) of SCC.
- c) PBG shall be valid for total period of minimum **29 Months** (estimated as sum of 2 months for delivery and commissioning of all the products, service period of 24 months from the date of commissioning, and 3 months after expiry of service period). However, in case the commissioning date is delayed beyond 2 months, PBG period shall be extended by the successful bidder accordingly.
- d) All compensations or the other sums of money payable by the bidder under the terms of this contract, like against SLA penalties, may be deducted by IRCTC from the security deposit or from any sums which may be due to or may become due to the service provider by IRCTC on any account whatsoever. In the event of security deposit being reduced by reason of any such deduction, the successful bidder shall, within **15-days** from written intimation of IRCTC, make good in Demand



Draft of a scheduled commercial bank endorsed in favour of 'IRCTC Ltd.', any sum or sums which may have been deducted from its security deposit.

- e) Security deposit shall be refunded at the end of service period, provided the successful bidder has satisfactorily provided all services in accordance with the conditions of contract or after deducting the service level penalties by IRCTC, if any.
- f) PBG shall be released after the end of service period, provided the successful bidder has satisfactorily provided all services in accordance with the conditions of contract or after deducting the service level penalties by IRCTC, if any.

4.3. Delivery Conditions

Delivery of the all the products shall be made by the successful bidder to consignee **within 8 weeks** from the date of award of Purchase order by IRCTC at the delivery address mentioned below in [Section 4.4](#) of SCC. If the successful bidder fails to deliver all the products within the stipulated time schedule or by the date extended by IRCTC, it will be construed as a breach of contract and render the bidder liable for applicable Liquidated Damages.

4.4. Consignee and Delivery Address

Consignee:	Group General Manager/IT Indian Railway Catering and Tourism Corporation Limited, Internet Ticketing Center, State Entry Road, New Delhi 110055
Delivery Address:	General Manager/PRS Centre for Railway Information System (CRIS), Chanakyapuri, New Delhi 110021.

4.5. Liquidated Damages

- a) Any delay by the successful bidder in the performance of the delivery obligations shall render him/her liable to any of the following penalties: -
 - i. In the event of bidder's failure to supply the said products and services of acceptable quality and specifications, within the original delivery period given in the purchase order, IRCTC shall be at the liberty to recover liquidated damages to be levied @ 0.5% of the "Total Contract Value" per week or part thereof subject to a maximum of 10% of the "Total Contract Value".
 - ii. Encashment of the PBG and Security Deposit.
- b) Part of week will be treated as a week for this purpose
- c) Liquidated damages shall be calculated on the "Total Contract Value" comprising of value of products cost with warranty services, installation & commissioning charges, and training charges. The supply for the products/services shall be taken as complete only after the last instalment of supply has been made.
- d) After a delay of more than **10 weeks**, IRCTC reserves 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.

4.6. Default by Successful Bidder

The following actions of successful bidder shall be treated as serious default on the part of successful bidder:

- a) Withdrawal from the project after receiving the purchase order, and/or
- b) Leaving the contract in-between at any time during the project implementation and support period, and/or



- c) Non-delivery of project after receiving of purchase order, and/or
- d) Wrong information supplied to IRCTC/CRIS

In above mentioned conditions the bidder shall be treated as 'defaulter' and IRCTC will have the right to take appropriate action against the defaulter including but not limited to:

- a) Confiscate the PBG and Security Deposit, and/or
- b) Stop any payment to defaulter pending for delivered IT systems/services, and/or
- c) Debar the defaulter from any engagement with IRCTC for atleast next **2 years**, and/or
- d) Termination of Contract

4.7. Information Security

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

4.8. Confidentiality

The successful bidder shall sign a Non-Disclosure Agreement (NDA) with IRCTC within **30-days** from the date of acceptance of work order. For the purpose of NDA, any information shared by CRIS in the capacity of 'IRCTC's associated partner' with the successful bidder shall be considered as shared by IRCTC. The format of the NDA is given in [Annexure-IV](#) of SCC.

4.9. Signing of Service Agreement

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

4.10. Termination of Services

In addition to Termination conditions mentioned in GCC, IRCTC, by written notice sent to service provider through letter/fax/email, may also terminate the contract in whole or in part at any time for its convenience giving **one-month** prior notice with the date upon which such termination become effective.

4.11. Arbitration Clause

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

1. The authorized marketing representatives of each party will discuss and attempt to resolve the dispute within a period of 30 days from the occurrence of the event.
2. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the parties hereto after following the escalation matrix in the manner set forth above, gives a notice to this effect, to the other party in writing. Thereafter such dispute shall be resolved in the matter set forth below:



- a) In the case any dispute, controversy or claim arising out of or relating to this agreement or any matter or issue arising there from which is unresolved by amicable settlement (Dispute) it shall be resolved in accordance with Arbitration and Conciliation Act 1996. Such dispute shall be referred to the sole arbitrator to be mutually appointed by the parties as per the provisions of Arbitration and Conciliation Act 1996.
- b) In case the parties fail to appoint sole Arbitrator within 30 days, the dispute shall be referred to a three-member Arbitral Tribunal. One member each shall be appointed by both the parties. They shall, within 30 days of their appointment, mutually decide on the name of third Arbitrator. Arbitration proceedings shall be deemed to commence in accordance with the Arbitration and Conciliation act 1996. The award of the Arbitrator shall be final and binding on the parties to this agreement. The venue of the Arbitration shall be New Delhi. The fees and expenses of the sole arbitrator or the Arbitration tribunal, as the case may be, and all other expenses of the arbitration shall be borne directly by the parties, subject to award of costs by the sole arbitrator or the Arbitral Tribunal.

5. Service Levels and Penalties

5.1. Service Performance & Deliverables

- a) Bidder has to provide bursting to twice the capacity of bandwidth procured (e.g. if capacity is 500Mbps, bursting should be allowed till 1000 Mbps). Burstable bandwidth billing to be done on 95/5 percentile model as per industry practice. Burstable bandwidth will also have to meet the desired QoS parameters as specified in [Clause 5.2 \(b\)](#) 'Quality of Service (QoS) Parameters'.
- b) Bidder shall provide the monthly capacity usage report (clearly indicating the bursting bandwidth) based on which burst billing shall be done. The bursting bandwidth billing shall be payable at the same rate (per E1) as quoted by the bidder for the procured bandwidth.
- c) The bidder should have adequate facilities and capabilities to provide comprehensive maintenance support. No third party arrangement for providing Internet Bandwidth in terms of equipment and the last mile or local loop will be accepted.
- d) The bidder must submit the detailed schematics/network diagrams explaining the implementation scheme, route map of the proposed connectivity along with their technical proposal. The proposal should clearly bring out the Bill of Material (BOM), the space and power required in CRIS' Internet data center required to commission and provision the Internet connectivity.
- e) The infrastructure including last mile connectivity of the bidder should have the capacity to deliver Internet Bandwidth with burstable capacity i.e. twice the bandwidth ordered, from day one.
- f) The bidder must have a state of the art Network Operation Centre to ensure complete monitoring and process driven support to enable troubleshooting of all types of service related issues.
- g) The bidder's NOC should provide 24*7 support to NGeT Technical Team of CRIS and carry out Proactive maintenance, management and monitoring of the Internet Bandwidth links to meet the desired QoS parameters as specified in [Clause 5.2 \(b\)](#) below. The bidder must also specify in the bid document the methodology for problem management, resolution and escalation.



- h) The bidder should provide monitoring tools at CRIS for Bandwidth/Usage/Performance monitoring on real time basis. The bidder should be capable of providing Bandwidth usage reports, Performance reports on Real time/Hourly/Daily/Weekly/Monthly basis & Network latency reports.

5.2. Service Level Guarantee: -

- a) The bidder shall ensure to provide the minimum Internet service availability of 99.5% on monthly basis. The Internet service (including burstable bandwidth) will be deemed as available provided all the QoS parameters defined below are also met.
- b) **Quality of Service (QoS) Parameters: -**
- Port availability: - 99.5% calculated on monthly basis
 - Committed Information Rate (CIR):-100%
 - Packet Loss: less than equal to 1%
 - Round trip latency to the various locations across the globe viz. New York, San Jose, London, Singapore shall be < 320 millisecond
 - Round trip latency to the various locations within India: <150 millisecond

The round trip latency will be measured online by the tool provided by the bidder. The average packet loss on the internet link should be less than equal to 1%. It shall be measured by computing the percent packet loss of 1000 pings (with acknowledgement for each previous packet received) of 64 bytes each. This confirmed packet loss is the measurement of packet loss from NGET gateway router in CRIS Data Center to the router of Internet backbone Tier 1 ISP in USA/Europe/Asia-Pac and for measurement of packet loss to locations inside India – from NGET gateway router in CRIS Data Center to the router of ISP's backbone router in India.

- c) **Planned Downtime:** There shall however, be a provision for planned maintenance activity in the service providers' network for which the service provider shall inform CRIS at least 2 working days in advance. The maximum window for such maintenance shall not exceed 8 hours in six months with a single block not exceeding 4 hours at a stretch. The downtime period taken for the planned maintenance activity shall be made available only during off-peak hours and as advised by CRIS. The downtime period taken for planned maintenance activity shall not be reckoned for calculating the Uptime availability of the services.

5.3. Damages for Service Failure / unavailability:

a) **Internet service unavailability:**

Bidder should guarantee an uptime of **99.5%** on monthly basis. In case uptime falls below the guaranteed level, IRCTC will impose Damages for Service Failure. If the Quality of Service (QoS) parameters as defined in [Clause 5.2 \(b\)](#) above, is not met for any duration of time, the link shall be deemed to be down for such duration and penalty shall be imposed. Damages for failing to maintain the stipulated internet port/link uptime of 99.5 % on monthly basis, shall be calculated as under. Uptime (%) per month Damages for Service Failure to be deducted from the service provider's invoices.

Uptime (%) per month	Damages for Service Failure to be deducted from the vendors invoices.
-------------------------------	--



≥ 99.5	0
≥ 99 and < 99.5	5 % of 'x'
≥ 98.5 and < 99	10 % of 'x'
≥ 98 and < 98.5	15 % of 'x'
≥ 97.5 and < 98	20% of 'x'
≥ 97 and < 97.5	30% of 'x'
	where 'x' is the total monthly charges payable to vendor

If the uptime (%) per month is less than 97% for 2 consecutive months, IRCTC reserves the right to review and terminate the contract.

b) DDoS Attacks:

The Service provider's SOC/NOC shall immediately inform CRIS NOC/SOC once a potential DoS/DDoS attack targeted towards NGeT system is detected. The service provider shall automatically carry out mitigation process based on initial DDoS alarm generated in their system. However, if required during the service period, the service provider may also be asked to carry out mitigation process manually.

Service level targets for DDoS mitigation are as follows:

Description	Time to Mitigate	Damages (as a % of the Monthly charges payable to service provider)
Automatic mitigation after initial system-generated DDoS alarm or Manual mitigation after CRIS' permission	30 minutes	<ul style="list-style-type: none"> 31-60 minutes = 25 % More than 60 minutes = 50% <p>(Note: The above time duration is cumulative of all attack incidents in a month)</p>

6. Payment Terms

- 6.1. Payments to the service provider shall be made by IRCTC on quarterly basis at the end of each quarter after receiving the proper invoices from service provider containing all the particulars as mentioned under the GST Act and Rules. Invoice must include all the particulars as required under the GST Act and Rules.
- 6.2. 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.
- 6.3. 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. For this purpose, SLA reports will be obtained from CRIS by IRCTC
- 6.4. All payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the applicable laws.
- 6.5. 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.



7. Period of Service

The successful bidder(s) shall provide the Internet bandwidth and DDoS Protection services for a period of **02 years** starting from the date of Commissioning & Acceptance of the Internet bandwidth and DDoS Protection Services. There shall be an option to extend the services contract further for a period of one year on the same terms and conditions subject to satisfactory services rendered by the service provider. The option to extend the services after the 02 years' contract period shall be the sole prerogative of IRCTC.

8. Installation and Acceptance

- 8.1. The Internet bandwidth and DDoS protection services shall be supplied in full capacity as per ordered specifications. Testing and acceptance will be done by CRIS. IRCTC reserves the right to reject the order if it is not conforming to the approved specifications. No payment will be made for the rejected items.
- 8.2. Once the system is fully installed and is made operational, its operation and performance would be observed for duration of seven continuous working days for successful performance in accordance to QoS parameters stipulated in [Clause no 5.2 \(b\)](#) in this section.
- 8.3. Service provider shall test the functionality w.r.t Internet traffic redirection to scrubbing/mitigation center & re-inject traffic back to NGET system at CRIS DC as well as the latency requirements, before acceptance of the DDoS Services.

9. Roles & Responsibilities

a) IRCTC

- i. Procurement of Internet Bandwidth & DDoS Services as per requirement of NGeT system, including floating of tender, tender evaluation, and award of purchase order to successful bidder(s).
- ii. Payment to services providers against the delivered services as per payment terms specified in this tender.
- iii. Coordination with service provider(s) for all contract related matters.

b) CRIS

- i. Operation & Maintenance of NGeT System at CRIS Data Center, Chankyapuri
- ii. Coordination with service provider(s) during supply, installation, commissioning and maintenance of Internet Bandwidth & DDoS Services at NGET
- iii. Acceptance of Internet Bandwidth & DDoS Services
- iv. Monitoring and reporting of DDoS attacks and Service levels for delivered services to IRCTC.

c) Service Provider(s)

- i. Supply, Installation, Commissioning and maintenance of Internet Bandwidth & DDoS Protection services as per scope of work, SLAs, and other terms & conditions specified in this tender.
- ii. Close coordination with CRIS for all technical and services related matters.
- iii. Close coordination with IRCTC for all contractual matters.



10. List of Annexures**Annexure-I: Tender Offer Form****TENDER OFFER FORM****(On Bidder's Company letterhead)**

Dated: _____

To,
Group General Manager/IT
Internet Ticketing Center,
IRCTC Ltd.,
State Entry Road, New Delhi – 110055.

Respected Sir,

Subject: Tender Offer against IRCTC E-tender for Procurement of Internet Bandwidth with DDoS Protection for IRCTC

Reference: IRCTC's E-Tender No. IRCTC/ITC/NGeT/IBW/2020-21/1 dated.....

We, M/s..... having read, examined and understood in details all the conditions of above referred e-tender to execute this work of “_____” at the rate quoted by us in the Financial bid and hereby bind ourselves to complete the work in all respects with the service period mentioned in the tender document. We hereby agree to abide by the scope of work and all the term and conditions of the tender documents that include Notice Inviting Tender, Instructions to Bidder, Special Conditions of Contract (SCC) and General Conditions of Contract (GCC) as laid down by IRCTC in the above referred e-tender.

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

We also agree that until a formal agreement is prepared and executed, the issuance of purchase order shall constitute a binding contract between us as per the terms and conditions of the tender document subject to modification, as may be mutually agreed to between us as indicated in the letter of acceptance of our offer for this work.

Bidder's Details are given as under:

S. No.	Description	To be filled in by bidder
1.	Full name of the Bidder (company):	



2.	Full address, telephone numbers, fax numbers, and email address of the Primary office of the organization / main / head / corporate office	
3.	Name, designation, contact numbers, email and full address of the Chief Executive Officer or equivalent of the bidder's company.	
4.	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender.	
5.	Name, designation, full office address, including telephone number(s) and email, of the person who is authorized to submit the bid with his/her signatures (i.e. authorized signatory).	
6.	Name, designation and full address of the person dealing with the tender, his/her telephone, mobile, Fax and email address	

Bidder:

Signature

Name of the Authorized Signatory.....

Designation:

Company Seal

Date:



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

Bidders are required to furnish the following documents in proper sequence. These documents shall be referred by IRCTC for evaluation of the bid against 'Qualification Criteria for the Bidder' mentioned in this section for evaluation of Technical Bid as per process described in **Clause 12.1 'Stage-I: Technical Evaluation'** under '**Section-II ITB**' of this tender.

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

[ALL DOCUMENTS LISTED IN THIS CHECKLIST ARE MANDATORY]

S. No.	Documents to be submitted by the bidder	Tender Reference/ Format under SCC	<u>File Name of each document furnished by the bidder in its Technical bid against the corresponding requirement. (To be filled-in by the bidder)</u>
1.	Copy of Power of Attorney/BoD Approval/ Legal document in favor of authorized signatory of the bidder.	Item 1 (d) of Section II: ITB	
2.	Tender Offer Form, duly filled-in, signed and stamped.	Annexure-I of Section-III: SCC	
3.	Copy of Certificate of Incorporation, and Certificate consequent to change of name, if applicable, of the bidder company.	Item No. 1 of 'Clause 3: Qualification Criteria for the bidder' of Section-III: SCC	
4.	Copy of 'GST Registration Certificate' of the bidder company.	Item No. 2 of 'Clause 3: Qualification Criteria for the bidder' of Section-III: SCC	
5.	Copy of 'PAN Card' of the bidder company	Item No. 2 of 'Clause 3: Qualification Criteria for the bidder' of Section-III: SCC	
6.	Copy of Annual Audited Financial Statements OR CA Certificate, clearly mentioning the Annual Turnover (year-wise) for – <ul style="list-style-type: none"> F. Y. 2016-17, F.Y. 2017-18, F.Y. 2018-19. 	Item No. 3 of 'Clause 3: Qualification Criteria for the bidder' of Section-III: SCC	



S. No.	Documents to be submitted by the bidder	Tender Reference/ Format under SCC	File Name of each document furnished by the bidder in its Technical bid against the corresponding requirement. (To be filled-in by the bidder)
7.	Copy of License(s) issued by DoT, Govt. of India	Item No. 4 of 'Clause 3: Qualification Criteria for the bidder' of Section-III: SCC	
8.	Copy of connectivity/work order or invoice for peering with NIXI shall be provided along with self-declaration for bandwidth peering capacity on Company's letter head.	Item No. 5 of 'Clause 3: Qualification Criteria for the bidder' of Section-III: SCC	
9.	Undertaking from the authorized signatory of bidder on bidder's letterhead mentioning the complete address of its NOC facility and Contact Details.	Item No. 6 of 'Clause 3: Qualification Criteria for the bidder' of Section-III: SCC	
10.	Undertaking from the authorized signatory of bidder on bidder's letterhead mentioning the location of SOC/NOC and Contact Details.	Item No. 7 of 'Clause 3: Qualification Criteria for the bidder' of Section-III: SCC	
11.	Undertaking from the authorized signatory of bidder on bidder's letterhead confirming the DDoS mitigation solution with capacity of handling DDoS traffic of at least 10 Gbps.	Item No. 8 of 'Clause 3: Qualification Criteria for the bidder' of Section-III: SCC	
12.	Details of the credentials/ documents, (such as purchase/work orders or any other associated documents, work completion or commissioning or installation certificate) furnished towards performance for similar works experience qualification criteria for all the products offered in the bid. These details shall be submitted in tabular form in Excel sheet as per the format prescribed in table given below 'Details of credentials/ documents furnished towards performance for similar work qualification Criteria'.	<ul style="list-style-type: none"> Item No. 9 and 10 of 'Clause 3: Qualification Criteria for the bidder' Table given below for "Details of credentials/ documents furnished towards performance for similar Work qualification Criteria" 	
13.	Purchase Order/Work Order/ Agreement copy or any other associated document specifying the capacity and location of IBW services	Item No. 9 of 'Clause 3: Qualification Criteria for the bidder' of Section-III: SCC	
14.	Work Completion Certificate, issued by the client, in case of service completion OR Satisfactory Performance certificate, issued by the client, in case of ongoing services.	Item No. 9 of 'Clause 3: Qualification Criteria for the bidder' of Section-III: SCC	



S. No.	Documents to be submitted by the bidder	Tender Reference/ Format under SCC	File Name of each document furnished by the bidder in its Technical bid against the corresponding requirement. <u>(To be filled-in by the bidder)</u>
15.	Purchase Order/Work Order/ Agreement copy or any other associated document specifying the capacity of DDoS Protection services.	Item No. 10 of 'Clause 3: Qualification Criteria for the bidder' of Section-III: SCC	
16.	Work Completion Certificate, issued by the client, in case of service completion OR Satisfactory Performance certificate , issued by the client, in case of ongoing services.	Item No. 10 of 'Clause 3: Qualification Criteria for the bidder' of Section-III: SCC	
17.	The details of mitigation centres (scrubbing center), DDOS detection and mitigation technologies deployed, and the methods of mitigations.	Annexure-III: Technical Specifications of Section-III: SCC	
18.	Schematic diagrams clearly depicting the flow of data traffic during attack/ mitigation	Annexure-III: Technical Specifications of Section-III: SCC	
19.	Details of space and power requirements for bidder's equipment such as mux, modems, converters and any other hardware required to terminate the internet leased line (including last mile) on NGeT Routers at CRIS Data Center.	Clause 2.2 of Section-III: SCC	
20.	Detailed schematics/network diagrams explaining the implementation scheme, route map of the proposed connectivity along with their technical proposal.	Clause 5.1 (d) of Section-III: SCC	
21.	Duly attested copy of Valid SSI/MSE registration certificate with items mentioned in the SSI/MSE registration certificate. [This document is mandatory for MSE bidder only. Non-MSE bidder will upload a ' Not Applicable ' Statement]	• Clause 11.5 of Section-II: ITB	

Table: Details of credentials/ documents furnished by the bidder towards performance for similar work qualification criteria

S. No.	No. and date of work	Name of company/ organization who awarded the	Total value of the work order	Scope of work / items and their values in the work order/ PO (in Col (1)) that are proposed to be considered towards 'Relevant Project/Work experience' as per the Qualification Criteria for Bidder.	No. and date of Work Completion or Commissioni	File name of the documents towards work
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	order /PO or any other associated documents specifying details of Relevant Project/ Work experience	work order/ PO in Col (1)	/ PO in Col (2)				ng or Installation Certificate for the Scope of work / items, in each of the work order/ PO (in Col (1)) that are proposed to be considered towards 'Relevant Project/ Work experience' as per the Qualification Criteria	orders, POs, associated documents, completion certificates, etc. attached with the bid be mentioned here.
				Scope of work / items (Please mention each scope of work/ item separately, wherever applicable)	Value of respective Scope of work / items	Total value of the Scope of work / items, in each of the work order/ PO (in Col (1)), that are proposed to be considered towards 'Relevant Project/ Work experience' as per the Qualification Criteria		
	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)



Annexure-III: Technical Specifications**A. Internet Bandwidth Service**

- 1) Service Requirement: Provision of Internet Bandwidth with DDoS protection at CRIS Data Center in Chankyapuri, New Delhi for IRCTC NGeT system. The last mile has to be through optical fibre and the link must be provided using self-healing ring architecture.
- 2) At the bidder's end the link shall terminate at the bidder's own PoP (Point of Presence). The bidder will deliver the last mile on its own optical fibre using ring architecture from bidder's PoP to CRIS premises. Given the fact that NGeT website is primarily utilized/accessed by users within country, the Internet PoPs of the bidder should be well integrated with the bidder's NLD network.
- 3) Redundancy: The bidder shall provide the last mile i.e local loop based on optical fibre in self-healing ring topology to enable service availability on 24x7x365 basis.
- 4) The link shall be terminated on 10G Optical port for connectivity to NGeT Gateway Routers.
- 5) Bidder must possess expertise on the complete set of BGP protocols and best practices like "Black hole" etc., and prevent malicious/spurious traffic to NGeT system. The bidder shall provide cover to NGeT system during any such global or targeted attacks.
- 6) NGeT system has been allocated Independent Public IP addresses and Autonomous number(AS) from IRINN. The bidder shall provide complete technical support for Implementation of BGP and other routing related aspects to CRIS.
- 7) BGP Support: Must support BGP4 with all its extensions. Provide 2-byte/ 4-byte AS Number details required for peering. The bidder must provide the details of the carriers with whom the bidder shall be peering and announcing the networks of NGeT system. Must support all the parameters like communities, MEDs, AS- Prepends etc.
- 8) CRIS shall require full or partial routing table at the time of implementation.
- 9) The ISP's network shall support IPv6 and all necessary technical support for implementation shall be provided to CRIS as and when required.
- 10) The bidder should be a member of NIXI and must have peering with 1 Gbps connectivity atleast at Delhi/NCR, Mumbai & Chennai.
- 11) Quality of Service (QoS)Parameters:
 - Port availability: - 99.5% calculated on monthly basis
 - Committed Information Rate(CIR): -100%
 - Packet Loss: Less than equal to 1%.
 - Round trip latency to the various locations across the globe viz. New York, San Jose, London, Singapore shall be < 320 millisecond
 - Round trip latency to the various locations within India: < 150millisecond
- 12) The service provider shall provide 24/7 NOC support to CRIS and carry out Proactive maintenance, management and monitoring of the Internet Bandwidth links to meet the desired



SLA as specified in Clause 11 above. The bidder must also provide methodology for problem management, resolution and escalation.

- 13) The bidder must have state of the art Network Management Center / Network operation Center for complete monitoring and troubleshooting support round the clock to ensure uninterrupted service at CRIS. The bidder should provide details w.r.t. the various mediums of contact of the NOC, the contact details, and escalation mechanism for escalation of complaints/failures. The bidder shall provide supporting documents in support of all the above mentioned Clauses.
- 14) Bidder must be a Class-A ISP license holder or Unified Access service License or Unified License holder for PAN India. License must be issued by DoT, Govt. of India.

B. DDoS Protection Service:

- 1) Service Provider shall implement a comprehensive DDoS mitigation service on Internet bandwidth provisioned for NGET system at CRIS data center to detect and mitigate all types of Distributed Denial of Service Attacks (DDoS) attacks.
- 2) The service provider shall have state of the art Security Operation Center (SOC)/ Network operation Center (NOC) for 24x7 monitoring and troubleshooting support round the clock to ensure DDoS mitigation service to CRIS. The service provider shall provide contact details & escalation mechanism of SOC/NOC. Dedicated Support Engineer /Account Manager shall be appointed for DDoS mitigation services. The Service provider's SOC/NOC shall be managed by professionals experienced in mission critical network environments and their profiles with contact details shall be furnished.
- 3) DDoS mitigation service shall provide protection from potentially large volumes of DDoS attacks. The DDoS mitigation capacity provided by the service provider should be atleast 5 times of the total Internet bandwidth capacity (including bursting capacity). **In brief, the DDoS mitigation capacity (in Mbps) to be provided by the bidder shall be atleast 10 times of total E1 capacity (E1=2 Mbps) ordered.**
- 4) Protection from DDoS attack shall not be only limited to the initially provisioned DDoS mitigation capacity & but mitigation beyond the configured capacity shall be done using any of the following methods:
 - i) TCP/UDP based policy
 - ii) BGP blackholing
 - iii) Block IP addresses/Geolocations
 - iv) Rate limiting of specific/range of IP Address
- 5) DDoS Mitigation platform shall support BGP flow spec to mitigate the DDOS attacks.
- 6) The solution shall be able to detect and mitigate volumetric DDoS attacks against applications, websites, web forms, email, file transfer or DNS services and other emerging attacks.
- 7) The DDoS mitigation solution deployed by the service provider shall have capacity of handling DDoS traffic of at least 10 Gbps.



- 8) Proactive monitoring of Internet links, hosted URLs and IP Addresses of NGET system shall be done by service provider on 24x7 basis for real-time detection and mitigation of DDoS attacks targeted towards NGET system at CRIS DC. The service provider's SOC shall inform CRIS NOC/SOC of any such attacks and initiate the mitigation process immediately.
- 9) The DDoS mitigation service shall be capable of mitigating volumetric, state exhaustion, L-3 & L-4 attacks like:
 - a. UDP/ICMP Floods
 - b. SYN Floods
 - c. TCP Flag Abuses
 - d. GET/POST Floods
 - e. DNS Reflection
 - f. DNS Flood Attack
 - g. HTTP Flood
 - h. Zero Day Attacks
 - i. ICMP flood
 - j. Ping of death
 - k. IP fragmented attack
- 10) The DDoS mitigation service shall use past traffic pattern to differentiate between legitimate and malicious traffic (Statistical anomaly based attack detection) and legitimate users shall not get affected during attack mitigation. The solution shall automatically learn and adapt to changes in customer's traffic profile and identify/mitigate attacks accordingly.
- 11) The DDoS service shall support automatic mitigation i.e. Mitigation process shall automatically start once DDoS attack is detected by Service provider and duly inform to CRIS NOC/SOC.
- 12) The service provider shall be able to mitigate attacks using their mitigation/scrubbing centres in India for attacks originating within India. The details of mitigation centres along with the methods of mitigations shall be submitted by the service provider. Schematic diagrams clearly depicting the flow of data traffic during attack / mitigation shall be submitted along with bid
- 13) The DDoS mitigation service shall be able to mitigate attacks as close to the source to achieve minimum latencies during such mitigation process. The DDoS mitigation platform shall be able to mitigate attacks originating within or outside service provider's network.
- 14) The DDoS mitigation service shall support BGP diversion to redirect traffic during a DDoS attack to scrubbing centers to filter out malicious traffic and allow only clean traffic towards NGET system at CRIS Data Center.
- 15) The service provider shall have requisite backend arrangement with the OEM of the DDoS mitigation solution system deployed by them for quick mitigation of attacks. DDoS mitigation solution shall have ability to block traffic based on specific botnet signatures and Global threat intelligence feed derived from the OEM.
- 16) The solution shall support detection and mitigation of both IPv4 and IPV6 attacks.



- 17) Detailed reports indicating attack & mitigation details shall be shared by service provider. Reports shall be provided after every mitigation event including specific details about the event, date, time, traffic passed and dropped. The service provider shall provide details like techniques used to block the attack traffic, their configuration settings etc. how much traffic was passed and dropped by each technique etc.
- 18) In-depth reporting and online user portal shall be provided for:
- (a) Real-time monitoring and statistics of malicious activity, threats and attacks.
 - (b) Ability to view attack activities based on continent and countries.
 - (c) Ability to monitor and highlight recent new and growing threats.
- 19) During the service period, service provider shall require to conduct periodic drills during lean traffic or as when advised by CRIS to test functionality w.r.t Internet traffic redirection to scrubbing/mitigation centre & re-inject traffic back to NGET system at CRIS DC as well as the latency requirements defined in [item no. 20](#) below.
- 20) End user response time shall not be significantly impacted during mitigation of the DDoS attacks. Round trip latency during the process of DDoS mitigation shall not exceed the following:
- (a) Round trip latency to the various locations across the globe viz. New York, San Jose, London, Singapore shall be < 350 millisecond.
 - (b) Round trip latency to the various locations within India: <180 millisecond
- This latency is the measurement from NGET gateway router in CRIS DC to the router of Internet backbone Tier 1 ISP in USA/Europe/Asia-Pac and for measurement of latency to locations inside India – from NGET gateway router to the ISP's backbone router in India.



Annexure-IV: NDA**(To be executed on Non-Judicial Stamp Paper of Rs. 100 value)****CONFIDENTIALITY - CUM - NON DISCLOSURE AGREEMENT (NDA)**

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

By and between

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

And

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

WHEREAS

- A. Recipient’s services have been hired by IRCTC for “.....”
(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

Internet Ticketing Center, IRCTC

State Entry Road, New Delhi 110055

IF to Recipient:

(Recipient)

(Recipient's Address)

17. Headings: Headings used in this agreement are provided for convenience only and shall not be used to construe meaning or intent

18. Governing Law. This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the jurisdiction of Courts and/or Forums situated at New Delhi

19. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties on this subject, and supersedes all previous communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.

20. Amendments. No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.

21. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

22. Severability. It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and



enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

- 23. Waiver.** Waiver by either party of a breach of any provision of this Agreement, shall not be deemed to be waiver of any preceding or succeeding breach of the same or any other provision hereof.
- 24. Survival.** Both parties agree that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement shall survive till perpetuity even after expiration or termination of this Agreement.
- 25. Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years, Recipient shall not solicit or attempt to solicit IRCTC's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct business similar to IRCTC with any employee and/or consultant of the IRCTC who has knowledge of the Confidential Information, without the prior written consent of IRCTC.
- 26.** This Agreement is governed by and shall be construed in accordance with the laws of India.
- 27. Term.** This Agreement shall come into force on the date of its signing by both the parties and shall be valid up to **Five years**.

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

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



Annexure-V: PBG**PROFORMA FOR PERFORMANCE BANK GUARANTEE (PBG)**

To,
Group General Manager/IT
Internet Ticketing Center,
IRCTC Ltd.,
State Entry Road, New Delhi – 110055.

Respected Madam/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 “IRCTC”), having awarded the Purchase order No. _____ dated _____ to _____, having its office at _____ (hereinafter called “The said Contractor (s)”), under the terms and conditions of IRCTC’s E-tender No. dated _____ for “.....” (hereinafter called “the said contract”) we, _____ (hereinafter referred to as the bank) at the request of _____ Contractor (s) do hereby undertake to pay 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 Contractor (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 Contractor (s) or any reason of the Contractor (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 Contractor (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 bond shall be a valid discharge of our liability for payment there under and the Contractor (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 Contractor (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 Contractor (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 Contractor (s) or for any forbearance act or omission on the party of the IRCTC or any indulgence by the IRCTC to the said Contractor (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 Contractor 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 Contractor.
6. This guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor (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 up to _____ 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 Guarantee).



Annexure-VI: Service Agreement

(To be executed on Non-Judicial Stamp Paper of Rs. 100 value)

SERVICE AGREEMENT FORMAT

THIS AGREEMENT made the _____ day of _____ 20__

BETWEEN

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

AND

The Party _____ (hereinafter referred to as “the Contractor”) 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 “_____”
- b) The Contractor 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 Contractor for the provision of such services and the Contractor 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) Scope of Work
 - b) General Conditions of Contract (GCC)
 - c) Special Conditions of Contract (SCC)
 - d) Purchase Order.
 - e) NDA
3. In consideration of the payments to be made by the Purchaser to the Contractor as hereinafter mentioned, the Contractor 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 Contractor in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed, Sealed and Delivered by the said _____

Signed, Sealed and Delivered by the said _____

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

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



SECTION-IV: FINANCIAL BID**FINANCIAL BID****Bidder's Name:****Tender Reference:** E-Tender No. IRCTC/ITC/NGeT/IBW/2020-21/1 dated

Supply, Installation, Commissioning & Maintenance of Uncompressed Symmetrical (1:1) Premium Internet Bandwidth with DDoS protection Service for IRCTC's NGeT System at CRIS Data Center, Chanakyapuri, New Delhi.

Item Description	Unit Price per E1 per Annum (Basic Unit Price excluding taxes)	Applicable GST/Tax Rate (in %)	Applicable GST Tax Amount per E1 per Annum	Total Price per E1 per Annum (Including taxes)
A	B	C	D	E=B+D
Uncompressed symmetrical 1:1 Premium Internet bandwidth (bursting up to twice the capacity) with DDoS Protection services. Note: DDoS Mitigation capacity (in Mbps) shall be atleast 10 times of total E1 bandwidth ordered (E1=2 Mbps)	<To be filled in by the bidder>	<To be filled in by the bidder>	<To be filled in by the bidder>	<To be filled in by the bidder>
Grand Total Price (Column E) in words:				

The above cost includes all the components that are required for end to end connectivity including last mile up to NGeT system at CRIS DC, Chanakyapuri to provision Internet Bandwidth with DDoS Protection and make the link operational at CRIS DC site as explained in technical specifications of the tender document.

Note:

- 1) Prices are quoted in Indian Rupees.
- 2) All taxes are specified as per the prevailing rules of Govt. of India.
- 3) Rates have been quoted separately against each item.
- 4) Nothing extra over and above quoted rates will be paid



SECTION-V: GENERAL CONDITIONS OF CONTRACT (GCC)

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

GENERAL CONDITIONS OF CONTRACT FOR IRCTC

1. DEFINITIONS AND INTERPRETATION

In the Contract, unless the context otherwise requires.

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



- v) Development and support
- 1.11. **“Personnel”** means Staff, employees, agents, contractors and sub-contractors of either party and also includes the staff, employees, agents and contractors of those subcontractors with qualification, experience and certification.
- 1.12. **“Software”** means system/ application software to be supplied by the contractor, as stated in the 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 A director or the regional head in case of a limited company or an official of requisite authority in the case of a government institution, duly authorized by a resolution of the board of directors.
- 2.4 For all purpose of the contract, including arbitration thereafter, the address of the tenderer mentioned in the tender shall be the address to which all communications shall be the addressed.

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

- 3.1 In case of single or limited tenders, only tenderers who are specifically invited by IRCTC or their authorized representative with their unconditional authorization in respect of complete scope of work under this tender as per Performa given in Annexure-6, shall be eligible to participate subject to fulfillment of special eligibility conditions laid down in the Special Conditions given in Tender Document Part-II.
- 3.2 Qualification criteria for advertised/open tenders shall be as stated in Tender Document Part- II i.e. SCC.
- 3.3 **Consortium bidders:**
- 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 value.
- 4.5 No interest shall be payable by the Purchaser on the Earnest Money/Bid Guarantee to the tenderer.
- 4.6 The Earnest Money shall remain deposited with the Purchaser for the period of 180 days or validity period as mentioned, from the date of opening of Tenders. If the validity of the offer is extended, the Earnest Money Deposit extension shall also be furnished failing which the offer after the expiry of the aforesaid period shall not be considered by the Purchaser.
- 4.7 The Earnest Money of all unsuccessful tenderers will be returned by the Purchaser on finalization of tender.

5.0 COMPLETION OF TENDER DOCUMENTS

- 5.1 All columns of the technical specifications compliance sheet must be filled. Any deviations should be clearly indicated against individual line items. All rates in the Financial Bids should be clearly filled. The rates must be in words and figures both. In case of any discrepancy unit rate in words will take precedence. Bids should be filled and signed in ink.
- 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 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.
- 22.2 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.
- 22.3 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.
- 22.4 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.
- 22.5 Tenderer has to provide documentary evidence for back-to-back support agreement with the respective OEM along with the OEM.
- 22.6 The installation of the ordered Systems shall be carried out without disturbing the ongoing working of the existing system.
- 22.7 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.
- 22.8 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
- 23.2 of issue of purchase order for an amount equivalent to 10% of the value of the contract. The PWG Bond shall remain valid up to a period of 3 months beyond the last date of Warranty period for any goods supplied under the contract. In case of extension of delivery period, or the warranty period on any account, the contractor shall extend the period of PWG Bond by an equivalent period.
- 23.2 The purchase shall be entitled and it shall be lawful on his part to forfeit the amount of PWG Bond in whole or in part in the event of any default, failure or neglect on part of the contractor in 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 fulfillment 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 noncommissioned may be paid to the supplier against submission of an additional Bank Guarantee of an equal amount valid for minimum 12 months which shall be returned on completion of commissioning of the remaining equipment. The supplier will also be required to submit along with the bills, a commitment to complete installation and commissioning at such remaining locations on receiving a call from the consignee.
 - v) Any installation and commissioning charges and after-sales services will only be paid on delivery of actual services or at the end of after sales-service period, or, as defined in tender document part-II.



25.0 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

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

27. 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.

32. 32. INTEGRITY PACT – It would be mandatory for all contracts falling within the threshold limits mentioned below, to have an Integrity Pact signed with the bidders. The Pact would be an agreement between the prospective bidders and the buyer committing the officials of both the parties, not to exercise any corrupt influence on any aspect of the contract.

S.NO.	Activities	Value (In Rs.)	Action to be taken by
1	Procurement	5 crores and above	GGM/P&Q
2	Works Contracts	5 crores and above	Concerned GGM
3	Revenue contract for mobile trains	2 crores and above	Concerned GGM
4	IT contracts	2 crores and above	GGM/(IT)
5	Static Unit	1 crores and above	Concerned GGM

32.1. Integrity Pact will cover all stages of the contract i.e., from the stage of NIT to the stage of last payment or a still later stage covered through warranty/guarantee.

32.2. Two Independent External Monitors (IEMs) have been appointed by IRCTC after approval of CVC. The IEMs would be monitoring the contracts. There will be a provision in the contract which would bind both the parties signing the Integrity Pact, to the recommendations of the IEM, if any complaint regarding the contract is found substantiated.

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

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

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

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



ANNEXURE - 1**FORMAT FOR SUBMISSION OF OFFERS**

To,

The Managing Director,
IRCTC, ,
New Delhi, Pin- 110021

REFERENCE: Tender No.....

Date of Opening.....

1. We hereby certify that we are established firm of
manufacturer/authorised agents* of M/s

..... with factories
at..... which are fitted with modern equipment and where the
production methods, quality control and testing of all materials and parts manufactured or used by
us are open to inspection by the representative of IRCTC. We hereby offer to supply the following
items at the prices and within the period of delivery indicated below:

1. Item No.
2. Description
3. Specification
4. Unit
5. Quantity
6. Price per unit / carriage insurance paid till destination (in
Indian Rupees)
7. Terms of Payment
8. Delivery Period
9. Gross weight(s) and dimensions of packages(s), per unit.
10. Break up of price shown in Sr. No. 6.
 - a. Ex-factory price(including cost of all accessories)
 - b. Excise duty
 - c. Other levies
 - d. Sales Tax
 - e. Packing charges
 - f. Forwarding charges
 - g. Freight to destination
 - h. Insurance charges(if any)
 - i. Other charges, if any (should be specified)
 - j. CIP Destination Price (a)+(b)+(c)+(d)+(e)+(f)+(g)+(h)+(i)
 - k. Discount, if any
 - l. Net price after discount



11. Installation & commissioning charges

2. It is hereby certified that we have understood the Instructions to Tenderers and also the General Conditions of Contract attached to the tender and have thoroughly examined specifications, drawings and/or pattern, given in the tender document part-II . We agree to abide solely by the General Conditions of Contract and other conditions of the tender in accordance with the tender documents if the contract is awarded to us.

3. We hereby offer to supply the goods/services detailed above or such portion thereof, as you may specify in the acceptance of tender at the price quoted and agree to hold this offer open for acceptance for a period of 180 days from the date of opening of tender. We shall be bound by the communication of acceptance dispatched with in the prescribed time.

4. Earnest Money/Bid Guarantee for an amount equal to is enclosed in the prescribed form ..

5. We possess the necessary Industrial License from the Government of India for manufacturing and marketing the items offered.

Dated 20

.....
Signature and Seal of Manufacturer/Tenderer

Note:

1. The offer must be submitted as per this proforma. The tenderer may use his letter head to submit his offer.



ANNEXURE-2**PERFORMANCE DETAILS**

List of similar works / supplies completed (installed and commissioned) in previous 3 CALENDER YEARS including current year.

Client Name	Purchase order no. & date	Items supplied and date completed	Contact person & Tel. No.

Date:

Signature:

Name:

Company:

Seal:



AFTER SALES SERVICE CENTRES

[illegible]

Seal:

ANNEXURE - 4**PROFORMA FOR STATEMENT OF DEVIATIONS
FROM TENDER CONDITIONS**

The following are the particulars of deviations from the requirements of the Instructions to Tenderers & General Conditions of Contract given in part-I of tender document and Special conditions given in part-II of tender document:-

CLAUSE	DEVIATION	REMARKS (Including Justification)
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ANNEXURE-5**WARRANTY**

We warrant that the equipment to be supplied by us hereunder shall be brand new, free from all encumbrances, defects and faults in material workmanship and manufacture and shall be of the highest grade and equally consistent with the established and generally accepted standards for material of the type ordered shall be in full conformity with the specifications, drawings or samples, if any, and shall operate properly. We shall be fully responsible for its efficient and effective operation. This warranty shall survive inspection of and payment for and acceptance of the goods, but shall expire ----- months (to be called warranty period) from after their successful installation and acceptance by the purchaser or warranty period plus 6 months from the date of completion of supply of material.

We also warrant that the function contained in the system software if any will meet the manufacturer's specification together with any clarifications given by us and that the operation of these firmware will be uninterrupted and error free and all software defects, if any will be corrected by us.

The obligations under the warranty expressed above shall include all costs and taxes relating to labour, spares maintenance (preventive and unscheduled) and transport charges from site to manufacturers works and back and for repair/adjustment or replacement at site of any part of equipment which under normal care and proper use and maintenance proves defective in design, material or workmanship or falls to operate effectively and efficiently or conform to the specifications and for which notice is promptly given by the purchaser to the supplier.

Signature of the Witness

Signature of the Tenderer

Date :

Seal of the company



ANNEXURE - 6**PROFORMA FOR AUTHORITY FROM OEMs (Original Equipment Manufacturers)****(To be submitted by bidder if they are authorized representatives of an OEM)**

No..... dated

To,

The Managing Director, IRCTC,
New Delhi, Pin- 110021

Dear Sir,

Sub:- IRCTC, New Delhi's Tender No.....

We, an established and reputable manufacturer of having factories at and offices at do hereby authorize M/s (Name and address of Agents) to represent us, to bid, negotiate and conclude the contract on our behalf with you against Tender No.

No company/firm or individual other than M/s are authorized to represent us in regard to this business against this specific tender.

Your faithfully,

(Name)

for & on behalf of M/s

(Name of Manufactures)

Note: This letter of authority 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 bind the manufacturer.



ANNEXURE : 7**BIDDER'S SELF INFORMATION:**

1. Bidders's Proposal number and date:
2. Name and address of the Bidder:
3. Address of the bidder:
4. Turnover of last 3 financial years:
5. Collaboration , if any:
6. Name and address of the officer to whom all references shall be made regarding this tender enquiry. His/her telephone, mobile, fax and email.
7. Any other point tenderer may like to specify.

Signature:

Name/designation:

Company name/address:

Seal:

Signature:

Date:



ANNEXURE: 8**PROFORMA OF BANK GUARANTEE FOR 10% OF CONTRACT VALUE FOR CONTRACT PERFORMANCE CUM WARRANTY GUARANTEE BOND**

Ref.....

Date

Bank Guarantee No.....

To
 Managing Director,
 Indian Railways Catering and Tourism Corporation Ltd,
 New Delhi – 110 021.

1. Against contract vide Advance Acceptance of the Tender No..... datedcovering supply/ installation/commissioning of(hereinafter called the 'Contract'), entered into between the MD/IRCTC (hereinafter called the IRCTC) and.....(hereinafter called the 'Contractor') this is to certify that at the require of the Contractor weBank Ltd., are holding in trust in favour of the MD/IRCTC, the amount of(write the sum here in words) to indemnify and keep indemnified the MD/IRCTC against any loss or damage that may be caused or likely to be caused to or suffered by MD/IRCTC by reason of any breach by the Contractor of any of the terms and conditions of the said contract and/or the performance thereof whether any breach of any of the terms and conditions of the said contract and or in the performance thereof has been committed by the Contractor and amount of loss or damage that has been caused or suffered by MD/IRCTC shall be final and binding on us and the amount of the said loss or damage shall be paid by us forth with on demand and without demur to MD/IRCTC.
2. We,Bank Ltd., further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for satisfactory performance and fulfillment in all respects of the said contract by the Contractor i.e. till(viz. the date upto 3 months after the last date of warranty on goods/services supplied under the contract) hereinafter called the "said date" and that if any claim accrues or arises against us,Bank Ltd., by virtue of this guarantee before the said date, the same shall be enforceable against usBank Ltd., notwithstanding the fact that the same is enforced within six months after the said date. Payment under this letter of guarantee shall be made promptly upon our receipt of notice to that effect from IRCTC.
3. It is fully understood that this guarantee is effective from the date of the said contract and that we,.....Bank Ltd., undertake not to revoke this guarantee during its currency without the consent in writing of IRCTC.



4. WeBank Ltd., further agree that the IRCTC shall have the fullest liberty, 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 Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by IRCTC against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said contract and WeBank Ltd., shall not be released from our liability under this guarantee by reason of any such variation of extension being granted to the said Contractor or for any forbearance and or omission on the part of IRCTC or any indulgence by IRCTC to the said Contractor or by any other matter the effect of so releasing us from our liability under this guarantee.
5. WeBank Ltd., further agree that the guarantee herein contained shall not be affected by any change in the constitution of the said Contractor.

Date.....

Signature

Place

Printed Name.....

Witness

.....
(Designation)

.....
(Bank's Common Seal)



ANNEXURE - 9

IMPORTANT NOTICE

(A) The following check list is intended to help the tenderers in submitting offer which are complete. An incomplete offer is liable to be rejected. Tenderers are advised to go through the list carefully and take necessary action.

CHECK LIST

1. Have you submitted a complete offer ?
It should consist of following:
 - (a) EMD as required Submitted/Not Submitted
Wide para 4.0 of Bid Documents Part – I
 - (b) Quotation in prescribed Proforma-Annexure 1 Submitted/Not Submitted
of Bid Documents Part- I
 - (c) Performance statement as per. - Submitted/Not Submitted
Annexure - 2 of Bid Documents Part - I
 - (d) After sales centers information Submitted/Not Submitted
As per annexure 3 of Bid Documents Part - I,
 - (e) Statement of Deviations from Tender Conditions- Submitted/Not Submitted Annexure - 4 of Bid
Documents Part – I
 - (f) Warranty offer proforma - Submitted/Not Submitted
Annexure - 5 of Bid Documents Part - I
 - (g) Letter of Authority if required- Submitted/Not Submitted
Annexure - 6 of Bid Documents Part - I
 - (h) Contractors self information- Submitted/Not Submitted
Annexure - 7 of Bid Documents Part - I
2. Have you submitted other supporting documents to establish your eligibility? It may consist of the followings:
 - (a) Purchase order copy and completion certificate copy -Submitted/Not Submitted
as per para 3.2.2 Bid Documents Part - I
 - (b) Annual reports for last 3 financial years Submitted/Not Submitted
'excluding current year as per para – 3.2.3 Bid Documents Part – I
3. Have you quoted the prices in Quoted/Not Quoted
the words as well as in figures

.....
Signature & Seal of the
Manufacturer/Tenderer

