Indian Railway Catering and Tourism Corporation Limited

A Govt. of India Enterprise (Mini Ratna Category-I) under Ministry of Railways
"CIN: L74899DL1999GOI101707"

E-mail: ggmservices@irctc.com Website: www.irctc.com

E-Tender No. 2020/IRCTC/ITC/SMS Services/46-Vol-IV/01

E-Tender for Transaction SMS services (Domestic & International) for IRCTC Websites for a period of Two years

Mode of Tender	Open E-Tender
Type of Offer	Two-Packets – Technical Bid and Financial Bid
Last date and time of tender submission	09.12.2020, 15:00 Hrs
Date and time of Opening of E-Tender (Technical Bid Packet)	09.12.2020, 15:30 Hrs
Last date and time of acceptance of Pre-bid queries	All pre-bid queries must be sent through e-mail to itprocurement@irctc.co.in
Date, Time and Place of Pre-bid Meeting. Link for online meeting will be available on www.irctc.com under active tenders	23.11.2020, 12.00 Hrs at IRCTC, 11th floor, B-Wing Statesman House Building, Barakhamba Road, New Delhi-110001
Earnest Money Deposit	Rs. 5 Lakhs only **MSE Bidders are exempted from EMD as per Section II Clause 13.1.b.**
Address for correspondence	Group General Manager/S, M-13, 2nd Floor Punj House, Connaught Place New Delhi – 110001
Cost of E-Tender	Nil

SECTION – I : NOTICE INVITING E-TENDER

Sub: Notice inviting Tender (NIT) for Open E-Tender for Transaction SMS services (Domestic & International) for IRCTC Websites for period of Two years **(E-Tender 2020/IRCTC/ITC/SMS Services/46-Vol-IV/01.)**

Indian Railway Catering and Tourism Corporation Limited (referred as 'IRCTC') invites Open E-tender for Transaction SMS Services (Domestic & International) to its users on transaction in IRCTC websites such as User Registration, ticket booking, OTP etc. for Rail Ticket, Air Ticket, Tourism, e-Catering, FTR etc. for a period of Two years on the terms & conditions prescribed in the tender document.

1. Bidders are required to deposit EMD **of Rs5.0 lakhs** through tender web site itself prior to submission of e-bid. Offers without EMD will be summarily rejected. **MSME Bidders are exempted from EMD as per Section II Clause 13.1.b.**

2. The bids will consist of two packets system i.e., Technical and Financial Bids. The Technical Bid will consist of Qualification & other conditions as laid down in the Bid document. Financial bid shall consist of the Financial aspects as per conditions laid down in the Bid document

3. The successful bidder shall be intimated about the Award of Work and EMD of other tenderers shall be returned without any interest. No interest shall be payable on EMD.

4. The bid shall remain open for acceptance for 180 days from the date of opening of E-Tender.

5. Indian Railway Catering and Tourism Corporation Limited., reserves the right to reject any/or all E-Tenders without assigning any reason.

6. The Notice Inviting E-Tender and Instructions to tenderers, Special Conditions, Technical Criteria, Offer Forms, E-Tender Schedule shall form the part of Tender Documents. This document consists of **40 pages** including one index page and one cover Page.

For Indian Railway Catering and Tourism Corporation Limited

(Awdhesh Kumar)
GGM/S

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, statue, rules or regulations about the accuracy, reliability or completeness of the bid document.
- IRCTC will not be liable for any costs, expenses, however so incurred by the Bidders in connection with the preparation or submission of their Bid. IRCTC reserves the right to amend this Tender or its terms and any information contained herein or to cancel the Bidding Process or altogether abandon the Project at any time by notice, in writing, to the Bidders. Further, it may in no event be assumed that there shall be no deviation or change in any of the herein-mentioned information.
- 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

Indian Railway Catering and Tourism Corporation Limited (referred as 'IRCTC') proposes to obtain E-tender for Transaction SMS Services (Domestic & International) to its users on transaction in IRCTC websites such as User Registration, ticket booking, OTP etc for Rail Ticket, Air Ticket, Tourism, eCatering, FTR etc. for a period of Two years on the terms & conditions prescribed in the tender document.

1. General:

Date & Time up to which offers will be received : 04-12-2020, 15:00 Hrs
Time of Opening Financial Bid (Part B) : To be intimated to the bidders short-listed on the basis of evaluation of Technical bids.

a) This E-Tender Document can only be viewed http://www.irctc.com, &http://www.tenderwizard.com/IRCTCand will be submitted/received only athttp://www.tenderwizard.com/IRCTConly, as prescribed in "INSTRUCTIONS TO THETENDERERS."

b) EMD shall be paid through the e-tendering website www.tenderwizard.com/IRCTC. In case of non submission of the said EMD, the bid will be summarily rejected. It may benoted **EMD of Rs 5.0 lakhs is to be deposited mandatorily. MSME Bidders are exempted from EMD as per Section II Clause 13.1.b.**

c) To participate in the E-Tender,it is mandatory for the bidders to register themselves with M/s ITI with out any payment on the website www.tenderwizard.com/IRCTC and obtain User ID & passwordwhich is required for submission of the bid. It may please be noted that Class-III digital signature is required for submission of bid. A detailed procedure for bidding is placed at www.tenderwizard.com/IRCTC.

d) The bidder should upload complete set of all required documents as mentioned in this tender document.

e) Corrigendum/Addendum to this Tender, if any, shall be published on websitewww.irctc.com, www.tenderwized.com/IRCTC. No newspaper press advertisement shallbe issued for the same.

f) For any difficulty in downloading & submission of the tender document on websitewww.tenderwized.com/IRCTC, please contact,**helpdesk no. 011-49424365 or cell no 8800115628.**

g) The digital signature of the bidder on the E- tender form shall be considered as confirmationthat the bidder has read, understood and accepted all the documents referred to in the tender documents. If nay clarification is required by the bidder, the same should be obtained by the time of Pre-bid meeting.

h) Bidder should take the overall project into consideration while preparing their offers against this Tender.

i) Validity of Bid letter from Service Provider (180 days).

j) **This tender is a "No Deviation Bid"**

k) **Consortium not allowed**

2. Bid Rejection Criteria

Besides other conditions and terms highlighted in the Tender document, bid may also be rejected under following circumstances

a) Bids received by IRCTC after the last date & time for receipt of bids prescribed by IRCTC in the tender documents.
b) Bids received without Integrity Pact duly filled-in and signed by the bidder.
c) Revelation of prices by the bidder in any form or by any reason, for example by indicating in Technical Bid packet, before opening the Financial Bid**.**
d) Bid that are not digitally signed by the bidder.
e) Bid received is incomplete. Bid is not accompanied by all requisite documents
f) Failure of the bidder to respond to the clarification sought by IRCTC or attending the Technical Presentation, if called by IRCTC, within stipulated time period during the bid evaluation process.

g) Financial bids that do not conform to the E-Tender Schedule.
h) Information submitted in bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.

3. Contents of the bid

This E-Tender is based on Two bid system i.e. Technical bid and Financial bid.

3.1 Technical bid

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

a) Technical Document Checklist (in Excel format) duly filled in as per format prescribed in Annexure-II: Document Checklist and Format (Technical Bid) under Section-III of this tender, and
b) All the documents as mentioned in "Annexure-II: Document Checklist (Technical Bid)" under Section-III of this tender

3.2 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) Offer Form – Financial Bid (Annexure III)
b) E-Tender Schedule (Annexure-III under Section-III of this tender) – The E-tender Financial bid is to be filled in electronically in accordance with the instructions and terms given in this tender document.

Rates must be quoted in the Financial bid in the format given in the schedule of rate given in E-Tender Schedule. The bidders must quote the rates strictly according to the Performa, giving break up as asked for.

4. Bid Validity:

a) The submission of any offer and documents shall constitute an undertaking that the bidder shall have nocause for and claim, against IRCTC for rejection of the offer. The Authority 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.

b) The offer shall be kept valid for acceptance for a period of minimum **180** (One eighty) days from the date of opening of this e-tender. Any subsequent extension of validity shall be for a minimum of 60 days.

c) 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.

5. Evaluation of Bids

IRCTC will examine the Bids to determine whether they are complete in all respect, whether required information have been provided as underlined in the Bid document, whether all the required documents are submitted properly, and whether bids are generally in order.

If a Bid is not substantially responsive, it will be rejected by IRCTC and may not subsequently be made responsive by the bidder by correction of the non-conformity.

The bid evaluation shall be a Two step process. Bids that fail to clear a step shall not be evaluated further.

5.1 Tender award condition:

The L1 will be the lowest cost bid from amongst the technically suitable tenders from bidders meeting the qualifying criteria. The MSEs within 15% of L-1 offer range would be asked to match L-1 rates and the Contract will be awarded between L1 and MSME bidder matching L-1 rate in the SMS traffic ratio of 50:50 respectively or any other ratio as deemed fit by IRCTC.

In case, there is no MSEs within 15% price range of L-1, An offer will be given to L2 bidder to match the price quoted by the L1 and in case, L2 refuse to accept the said offer, offer will be made to L3 and so on.

IRCTC reserves the right to distribute the procurable quantity/SMS services work on one or more than of the eligible tenderers. Zone of consideration of such eligible tenderers will be the right of IRCTC. Contract will be awarded between L1 and L2/L3 bidder matching L-1 rate in the SMS traffic ratio of 50:50 respectively or any other ratio as deemed fit.

5.2 Stage-I:Technical evaluation

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

a) Technical bids of only those bidders shall be evaluated against which EMD has been deposited by the bidder. (**MSME Bidders are exempted from EMD as per Section II Clause 13.1.b.**)
b) The technical suitability of the bidders shall be evaluated on the basis of '*Qualification Criteria for the Bidder*' specified in 'Section-III: Special Condition of Contract' of this tender though detailed verification of all the documents submitted by the bidder in the technical bid.
c) Bid that does not comply with the 'Eligibility Criteria for the Bidder' as specified in the tender document, shall be technically dis-qualified.

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

5.3 Stage-II: Financial evaluation

The Financial bid of the bidders who qualify in Technical Evaluation shall be opened at this stage. The date and time of opening of the Financial Bid will be intimated to the shortlisted tenderers and shall be opened at such appointed date and time.
Offers 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 offers, all-inclusive price for the Scope of Work as defined in Section-2 above as specified in the Schedule of Rates shall be taken into account.
b) 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.
c) No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder(s). However, the Committee/its authorized representative and office of IRCTC can make any enquiry/seek clarification from the bidders which the bidders must furnish within the stipulated time else bid of such defaulting bidders may be disqualified.
d) The L1 will be the lowest cost bid from amongst the technically suitable tenders from bidders meeting the qualifying criteria.

5.4 Clarification

a) Whenever deemed necessary during any stage of the tender evaluation process, IRCTC reserves the right to seek clarifications/documents from the bidders in writing giving **05 working days** for submission of the clarifications/documents. In case, clarifications/documents are not submitted by the bidder within this stipulated period, IRCTC reserves the right to take decision on the suitability of the bid offer on the basis of available documents.
b) However, this shall not entitle the bidder to change or cause any change in the substance of the tender submitted or price quoted.

6. Pre-Bid meeting

Online Pre-bid meeting with prospective bidders shall be conducted as per schedule mentioned in tender document at IRCTC, 11th floor, B-Wing Statesman House Building, Barakhamba Road, New Delhi-110001

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

Company Name:		**M/s ....**				
S.No.	Name and number of section /annexure / Page No. of tender	Name and number of sub category / table, if any	Item no., if any	Itemdescription	Query	Description of requested change/ clarification

***Note**: IRCTC reserves the right not to consider any query received after schedule date and time.

b. All clarifications/questions must reference the appropriate Tender page and section number. Bidders must inquire in writing w.r.t. any ambiguity, conflict, discrepancy, exclusionary specification, omission or other error in this Tender prior to submitting the proposal. If a bidder fails to notify IRCTC of any error, ambiguity, conflict, discrepancy, exclusionary specification or omission, the bidder shall submit the proposal at its own risk and, if awarded the contract, shall have waived any claim that the tender and contract were ambiguous and shall not contest IRCTC's interpretation. If no error or ambiguity is reported by the deadline for submitting written questions, the bidder shall not be entitled to additional compensation, relief or time by reason of the error or its later correction.

c. Response to pre-bid queries shall be posted on e-tendering website. IRCTC reserves the right to amend answers prior to the proposal submission deadline. Corrigendum or addendum regarding this Tender, if any, will be published on the e-tendering website.

7. Rates

7.1 The bidders are required to quote a single rate for**"Rate per 100 nos. SMS without GST"**. The GSTapplicable will be paid extra.

7.2 The rate finalized against this E-Tender shall be valid for a period of two years. IRCTC reserves the right to enhance contract period beyond the 02year period solely for operational reasons on the same rates, terms and conditions.

7.3 Prior to the detailed evaluation, IRCTC will determine whether each bid is complete, and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Tender Documents without material deviations, exceptions, objections, conditionality, or reservations.

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

8. Earnest Money:

8.1 Bidders are required to deposit EMD of Rs 5 lakhs (Rupees Five lakh) through the e-tendering website www.tenderwizard.com/IRCTC. In case of non-submission of the said EMD, the bid will be summarily rejected.**MSME Bidders are exempted from EMD as per Section II Clause 13.1.b**.

8.2 The Earnest Money shall remain deposited with IRCTC for a period of 180 days from the date of opening of the E-Tenders, or as extended further by bidder on request of IRCTC, from the date of opening of E-Tenders.

8.3 No interest shall be payable by the Purchaser on the Earnest Money.

8.4 The Earnest Money deposited is liable to be forfeited if the tenderer withdraws or amends, impairs or derogates from the E-Tender in any respect within the period of validity of his offer.

8.5 The Earnest Money of the successful tenderer will be returned / adjusted after the Security Deposit as required is furnished.

9. 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.

10. Language of Proposals

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

11. 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.

12. Discrepancies

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

i. Notice inviting E-Tender
ii. Instructions to the Tenderers
iii. Financial bid
iv. Technical bid
v. Special Conditions of Contract (SCC)
vi. General Conditions of Contract (GCC)

13. Benefits to Registered SSI/MSEs firms

13.1 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 Micro and Small Enterprises (MSEs) whereby the Small Scale Units (SSI)/Micro and Small Enterprises (MSEs) can avail the following benefits if registered with (i) District Industries Centers or (ii) Khadi and Village Industries Commission or (iii) Khadi and Village Industries Board or (iv) Coir Board or (v) National Small Industries Corporation or (vi) Directorate of Handicraft and Handloom or (vii) any other body specified by Ministry of Micro, Small and Medium Enterprises.

a) Issue of E-Tender form free of cost

b) Exemption from payment of Earnest Money

In E-tender, 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.

Note: Since in this SMS tender, the work order cannot be split to offer 25% of contract, the MSEs within 15% of L-1 offer range would be asked to match L-1 rates and the Contract will be awarded between L1 and MSE bidder matching L-1 rate in the SMS traffic ratio of 50:50 respectively or any other ratio as deemed fit by IRCTC. **(Sec II Clause 5.1 – Tender award condition).**

c) Relaxation in 'Qualification criteria of Bidders' as mentioned in this tender document for MSME firms

These benefits shall be given only if the firm/company annex with bid duly attested copy of a valid SSI/MSME registration certificate and the tendered item is mentioned in its SSI/MSE registration certificate.

13.2 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.

Note:-This tender, the work order cannot be split as per clause 13.2 aboveother than as mentioned in Sec II Clause 5.1 – Tender award condition& 13.1.C-Note above

13.3 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.

13.4 IRCTC reserves the right to award the contract to SSI/MSE units only up to their manufacturing/serving capacity given in their SSI/MSE registration certificate.

Section – III: Special Conditions of Contract(SCC)

1. Background

Indian Railway Catering and Tourism Corporation Ltd. (IRCTC) is a Public Sector Enterprise under Ministry of Railways. IRCTC was incorporated on 27th September, 1999 as an extended arm of the Indian Railways to upgrade, professionalize and manage the catering and hospitality services at stations, on trains and other locations and to promote domestic and international tourism through development of budget hotels, special tour packages, information & commercial publicity and global reservation systems. When IRCTC unveiled its online portal www.irctc.co.in in 2002, few could have foreseen the groundbreaking impact of this invention. Subsequently IRCTC introduced tour packages, hotels booking, Airlines booking, eCatering services to the citizens of the country. IRCTC leads the category of travel e commerce with the largest transaction share and dollar share. It has achieved a tremendous growth in e-ticketing since inception with an increase from 27 tickets to highest of 13.5 lakhs tickets per day. IRCTC tourism portal www.irctctourism.com provides a range of travel & tourism services to customers including All Inclusive Rail Tour Packages, Tourist Trains, Holiday packages, Hotels & Cab rentals.

2. Scope of Work

IRCTC requires to send SMS to its users on transaction in IRCTC websites such as User Registration, ticket booking, OTP etc for Rail Ticket, Air Ticket, Tourism, eCatering, FTR etc.The bidder has to carry out following activities:

1) Messaging Service for sending transaction messages to IRCTC users both Domestic & Foreign – for "Booking, Cancellation, User registration, OTP, IRCTC eWallets, Profile updation, other related transaction, etc" for Rail Ticket, Air Ticket, Tourism, eCatering, FTR etc
2) The bidder should have capabilities to send SMS to all GSM, CDMA handsets and to all telecom operators operating in India and abroad, in English and Hindi Text to all Mobile OS and versions. SMS length will not be restricted. The SMSes beyond 160 characters will be broken up accordingly for payment calculation purpose.
3) Vendor will have capability to provide Resend OTP SMS. All SMSes are governed as per SLA.
4) The bidder shall be responsible for providing 24x7x365 days after-sales support and service for the Complaints related to SMS Services.
5) Bidder must depute Qualified Engineers in the premises of Indian Railways 24x7 for round the clock support. One Desktop machine will be provided in the IRCTC Premises.
6) Bidder must provide dedicated Server hardware in redundancy and all required software separately for NGeT SMS services (at RIDC Data Center, CRIS , Chanakyapuri) and for other IRCTC website SMS Services (at IRCTC, Internet Ticketing Center, State Entry Road, New Delhi or at any other Data Center in Delhi/NCR).
7) The Bidder should be allocating minimum TPS 750 for IRCTC SMS Services. There should be provision to increase or decrease the TPS based upon the request by IRCTC. The Bidder shall have the capability to take entire SMS load in case of failure in the other vendor SMS system
8) Contract period will be 2 years with provision of further extension for further period of One year with same terms and conditions. There will be no price escalation during the contract period.

9) At present, there is No Exemption to the transaction SMS /interchange charges on IRCTC Short Code. Any future downward revision in such Charges, Government Levies etc., will be informed by IRCTC to the service provider and the benefit for the downward revision should be passed to the IRCTC on proportionate basis.
10) In case delivery of SMS is not possible in any country or area within the country due to govt. restrictions or some other reason(s) presently, the names of those countries or areas should be clearly specified in technical document submitted by the bidder. In future, if delivery in the above mentioned country or area within the country due to govt. restrictions or some other reason(s) started same need to be provided to IRCTC without any extra agreement or charge.
11) Dynamic (numeric as well as alphabet) sender Ids should be supported for SMSes.
12) Sender-ID should be unique for IRCTC after vendor level check.
13) The messages should be delivered to correct/valid number for those it meant to be.
14) Should provide on-site support whenever requested by IRCTC for troubleshooting and/or for integration of new applications.
15) The bidder should provide suitable means such as website/ Portal/ tool for the generation of MIS reports and should also have an option for showing the current status of messages.
16) It is the responsibility of the Bidder to change/upgrade/customize its infrastructure/solution at all levels for ensuring the compliance to statutory, regulatory guidelines from GOI (Government of India), RBI, NPCI, TRAI, IRDA, IBA, MASTER CARD and VISA etc. at no extra cost.
17) The bidder should have the facility of online filtering of the DND numbers on real time basis.
18) The bidder shall provide Online interface/Dashboard to IRCTC for checking the SMS delivery status in real-time and country wise/ service wise / module wise reporting as per requirement of IRCTC.
19) The bidder should be able to provide daily statistics with an auto generated mail to the mail-id's advised by IRCTC. The daily statistics and Latency Reports of previous day, should contain the following fields:
    i. Date
    ii. Total SMSes received (SMSes sent as split1 or split2 to be handled accordingly)
    iii. Category of SMSes
    iv. Total success
    v. Total failed/expired
    vi. Total of delivery report not received
    vii. Total invalid and DND
    viii. SMS delivery Time related reports
20) The bidder shall be able to provide country wise/ service wise / module wise Delivery report having SMS delivery time, Module wise separate for domestic and international service.
21) Bidder should provide Administrative/Dashboard module (with option to view and save reports in Excel & PDF) to IRCTC with following facilities:

21.1 Sent Status and Delivery Status of any SMS by searching through Mobile number and Date of transaction

21.2 Sender-ID should be unique for IRCTC after vendor level check.

21.3 Monitoring module to check success report of SMS deliveries category/module wise for given month/date.

21.4 On request, bidder should be able to provide success rate/delivery status for a particular SMS module for a particular country.

21.5 On request, bidder should provide failure report for all categories/modules with reasons of failure/rejection for a particular country.

21.6 MIS Reports for day wise count of category/module wise SMS sent having count greater than 160 characters

21.7 Undelivered error with description shall be made available in MIS report.

21.8 If requested, the bidder will provide reports containing timestamps of SMS received at Bidder's Server, SMS sent to the Telecom operator and the actual delivery to the end user.

22) Any new module/service addition shall be added to delivery report and Dashboard subsequently.

SMS – Statistics

- For **Rail Ticketing**, On an Average there are about **18.5 Lakhs Domestic SMS per day** and about 1000 International SMS per day.
- The estimated SMS for **Air/Tourism is about 45 Lakhs Per Year** and for **eCatering about 1 Crore Per Year**
- ***The volume can fluctuate (plus or minus) as per the events.***
- ***These volumes are only estimates as per present projections and IRCTC does not guarantee these volumes of business***

3. Qualifying Criteria for the Service Provider

Parameter	Specific Requirements	Credentials/documents to be submitted
Company Existence	The company should have been in existence for more than 5 years as on the date of invitation of tender. The bidder should have a registered number of i. GST ii. Income Tax / PAN	Copy of Certificate of Incorporation or Certificate of commencement of Business issued by Registrar of Companies Copy of Certificate of GST Registration Copy of PAN Card
Financial Profitability and Turnover	Bidder should be a profit making entity in the financial year 2019-20.	CA Certificate clearly mentioning the Profit of company during Financial Year 2019-20 OR Copy of Annual Profit & Loss Account of Financial Year 2019-20
	The Bidder should have an average annual turnover of at least Rs 25 Crore in the last three financial years from the date of invitation of tender i.e. during, 2017-18, 2018-19 and 2019-20.	Copy of Annual Audited Financial Statements OR CA Certificate, clearly mentioning the Annual Turnover for F. Y. 2017-18, 2018-19 and 2019-20. .

	For MSE Bidders only: The Bidder should have an average annual turnover of at least Rs 6.25 Crore in the last three financial years from the date of invitation of tender i.e. during 2017-18, 2018-19 and 2019-20.	
Financial Solvency	The bidder should have financial solvency of at least Rs.1.8 Crore to meet the obligation under the contract.	Banker's Solvency certificate from nationalized/scheduled commercial bank confirming that bidder has financial solvency of requisite value. ***Note: (i) The solvency certificate must be issued after the date of Notice Inviting Tender (NIT) for this tender.*** ***(ii) Undated solvency certificate shall not be accepted***
Work Experience	Bidder must have successfully completed or commenced & running at least 1 work of SMS Services for minimum One year period from 01.04.2017 to the date of this tender opening.	**Completed Project:** Satisfactory work completion certificate from Client for minimum one year SMS services rendered during the period from 01.04.2017 to the date of this tender opening. **Running Project:** Satisfactory performance certificate from Client for Ongoing contract of minimum one year SMS services during the period from 01.04.2017 to the date of this tender opening.
	Tie up with at least 01 major telecom Service providers/ operators	At the time of bid, the bidder should have valid contract/ agreement with atleast one of the telecom Service providers/ operators. Copy of the Valid agreement/contract to be submitted, which shall clearly indicate validity of agreement on date of bid opening.
	Bidder should be registered with TRAI	Copy of TRAI registration certificate
Offices	Bidder' should have operations spanned out across various cities in India and in this context should have at least 1 office in Delhi –NCR.	Address details in Company's letter head.
Only for MSE Bidders	Must be registered with appropriate authorities as MSE	Duly attested copy of valid SSI/MSE registration certificate with items mentioned in the SSI/MSE registration certificate.

Note: Refer Annexure-II: Document Checklist and Format (Technical Bid) for complete list of documents that need 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 5: Evaluation of Bids'under Section-II** of this tender.

4. Other Terms and Conditions

4.1. Bidder's responsibility

1) The successful Bidder will be providing the Messaging Service for sending transaction messages to IRCTC users both Domestic & Foreign – for "Booking, Cancellation, User registration, OTP, Profile updation, other related transaction, etc" for Rail Ticket, Air Ticket, Tourism, eCatering, FTR etc
2) Contract period will be 2 years with provision of further extension for further period of One year with same terms and conditions. There will be no price escalation during the contract period.Quantity may increase or decrease as per transactions made / GCC clause 27.1.
3) SMS sent to DND's users is not counted.
4) The IRCTC will not accept the Tender wherein the bidder has given conditional offer, and the offer will be out rightly rejected and earnest money will be forfeited in favor of IRCTC Ltd.
5) Access to data for the purpose of messaging shall be strictly regulated by the office of IRCTC and the Bidder is required to take necessary permissions in this regard from the office of IRCTC.
6) The bidder will be liable for penalty for non-compliance of time frames for delivery of messages as mentioned in penalty clause
7) IRCTC Administration has the right to cancel / terminate the agreement at the risk and cost of the Bidder on any breach of agreement
8) For repeated violation of instructions, breach of agreement, IRCTC Administration has the right to cancel / terminate the agreement at the risk and cost of the Bidder.
9) Bidder has no claims for compensation or damages on any breach of agreement of the bidder.
10) Submission of such a representation/s does not guarantee waiver of fines / penalties. No claims, compensation or damages whatsoever, on account of non-waiver will be considered by the licensor IRCTC.
11) The Tender is non transferable.
12) The Bidder shall comply with all the provisions of Labour Laws & regulation in force including but not limited to the Contract Labour (Regulation & Abolition Act, 1970, any subsequent amendment thereof and the rules made there under. Bidder will indemnify the IRCTC Administration for any loss and damages suffered due to violation of its provision including the litigation cost and expenses, if any, incurred by IRCTC due to such default.
13) Administration will have the right to terminate the contract within 30 days prior notice to Bidder without prejudice.
14) Security Deposit: Bidder shall deposit an amount equivalent to **05%(Five Percent)** of the total work order value though 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.
    In addition to above, successful bidder shall submit a PBG for **05% (Five percent**) of the total work order value, issued by nationalized bank or scheduled commercial bank, within 30-days from the date ofaward of purchase order by IRCTC. Format of PBG format is specified in Annexure-VIII under this section.
15) Payment Term (as per payment terms mentioned in clause 5) :
16) All terms and conditions not specifically mentioned in the SCC shall be as laid down in the GCC

4.2. Service Delivery Condition

Service shall be delivered by the vendor within 6 weeks on issue of PO. Services should be ready at least 10 days before the date of termination of existing contract.

4.3. Consignee and Delivery Address

Group General Manager (IT)
Indian Railway Catering and Tourism Corporation Limited (IRCTC)
Internet Ticketing Center
State Entry Road
New Delhi -110 055

4.4. Liquidated damages(LD)

Service shall be delivered by the vendor within 6 weeks on issue of PO. Services should be ready at least 10 days before the date of termination of existing contract.
Delay in deliverables will be penalized by way of Late delivery Charges of "0.5%" of Total Contract value per week subject to a maximum of 10% of total contract value.

4.5. NDA - Non Disclosure Agreement

Successful bidder has to sign NDA with IRCTC within 15 days from date of issue of PO in format provided at Annexure. IV.

4.6. Signing of Agreement

The successful bidder(s) shall be required to enter into a Service Agreement with IRCTC within 15 days of the award of purchase order or within such extended period as may be specified by IRCTC. The format of the contract is given in Annexure-V

4.7. Security Deposit and Performance Bank Guarantee (PBG)

a) Bidder shall deposit an amount equivalent to 05%(Five Percent) of the total work order value though 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 work 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-VIII under this section.
c) PBG shall be valid for a total of contract period and 3 months after expiry of contract period. However, in case there is delay in commissioning period or extension of contract period, bidder shall extend the PBG 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.

4.8. Default by Successful Bidder

Bidders must note that this is a very critical and crucial project for IRCTC and hence bidders are expected to show absolute seriousness for this project. The following action of successful bidder shall be treated as serious default on the part of successful bidder:
a) Withdrawal from the project after receiving the purchase order
b) Leaving the contract in-between at any time during the project implementation and support period
c) Non-delivery of project, including warranty support period, after receiving of purchase order
d) Wrong information supplied
In above mentioned conditions the bidder shall be treated as 'defaulter' and IRCTC/Purchaser will have the right to take appropriate action against the defaulter including but not limited to:
a) Confiscate the Security Deposit, and/or
b) Stop any payment to defaulter pending for delivered IT systems/services, and/or
c) Debar the defaulter from any engagement with IRCTC for at least next 5 years, and/or
d) Termination of contract in whole or part thereof

5. Payment terms

1) No advance payment will be made on awarding the contract.
2) Payment will be made monthly after delivery of services in confirmation of the MIS reports available to IRCTC and will be segregated into following categories:
   i. Successfully delivered SMSes will be paid in FULL.
   ii. SMSes delayed - Penalty will be imposed as per the Penalty clause.

iii. SMSes delivery failure cases as per the penalty clause

Bidder will provide their own report for previous month. IRCTC team will reconciliate this report with own report and whichever is lesser will be counted for billing for particular month

All payments shall be subject to TDS, if any, as per the tax rules at the time of payment.

6. Service Levels & Penalties

Vendor should have the capability to filter invalid numbers. No payments will be made to SMS sent to Invalid numbers. However, Service provider shall provide detailed report of invalid mobile numbers.

The SMS sent by IRCTC will have to be delivered within the stipulated timelines. Failure to comply with the time frames for delivery of the messages pushed by IRCTC shall attract penalty as follows:

6.1 Penalties for Delayed/Non-delivery of SMSes – Table "A"

Success Rate of 100% is expected from Bidder in delivery of High Priority SMS (such as OTP, user registration mobile verification, IRCTC e-wallet transaction SMS etc)

SNo	Particulars	Penalty	Applicable to SMS category
6.1.1	SMS is not delivered on valid mobile number due to any technical Fault / failure on the part of the bidder	No payment for the total SMSes not delivered as per particulars + equal 100% deduction of the above amount	Applicable for Domestic & International SMS both
6.1.2	OTP SMSes delivered after 10 Seconds	No payment for the OTP SMSes delivered beyond 10 Seconds + equal 100% deduction of the above amount	Applicable for Domestic SMS only
6.1.3	Transaction SMSes delivered after 5 minutes	No payment for the Transaction SMSes delivered beyond 5 Minutes + equal 100% deduction of the above amount	Applicable for Domestic and International SMSboth
6.1.4	➢ Following delivery failure cases will be excluded from penalty clause & payment may be made for SMSes non-delivered due to: o Inbox full, International Roaming, Mobile Number blacklisted, Mobile Switched Off, Out of range. ➢ All other delivery failure cases will be liable for Penalty.		

6.2 Penalties for Down time of SMS service – Table "B"

IRCTC expects the uptime of 99.9% of the SMS service to be calculated on monthly basis. Any degradation from the agreed uptime shall invite penalties from the bills of respective months, as under:

SNo	Particulars of Availability of SMS Services	Penalty
6.2.1	>99.8% and <99.9%	2% of the monthly bill of the respective month
6.2.2	>99.6% and <99.7%	5% of the monthly bill of the respective month
6.2.3	>99.4% and <99.5%	7% of the monthly bill of the respective month
6.2.4	>99.2 and <99.4%	10% of the monthly bill of the respective month
6.2.5	<99.2	25% of the monthly bill of the respective month

6.3 Penalty whichever is higher of "A" or "B" above will be charged to the bidder in the monthly invoices.

6.4 The SLA charges will be subject to an overall cap of 10%of the yearly projected SMS (as per commercial bid) cost and thereafter, IRCTC has the discretion to cancel the contract.

6.5 If Bidder fails to meet an uptime of 99.8% (<99.8%) for three (3) consecutive months, IRCTC may have the right to terminate the contract or deduct the whole month's SMS charge.

6.6 Scheduled downtime to be intimated to IRCTC atleast 72 hours prior. The existing window between 23:45hrs till 00:20 hrs may be used by vendor for carrying maintenance activity. The total maintenance downtime in a month shall not exceed 1% of monthly hours

7. Termination of Agreement

In the event of failure on the part of Bidder in services delivery or breach of any of the terms and conditions of the agreement, IRCTC Administration will have the right to terminate the contract without prejudice to any rights

available forfeit the security deposit. The Bidder shall also be subject to all the notices issued from time to time by the office of Group General Manager (IT)/ Group General Manager (S), IRCTC.

8. Duration

Contract will be for a period of 2 years from date of implementation of SMS services. IRCTC reserves the right to extend the contract for further period of One yearbased on the review of performance of service provider and on the same terms and conditions.

9. Integrity Pact

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

Annexure-I: Tender Application

(On Bidder's Company letterhead)

Dated: _____

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

Sir/Madam,

Subject: ***Tender for Transaction SMS services (Domestic & International) for IRCTC Websites***

Reference: Tender No. 2020/IRCTC/ITC/SMS Services/46-Vol-IV/01 dated ....., M/s…… having read and examined in details all the conditions to tender attached here and hereby agree to abide by the said conditions. We offer to do this work of *"**Tender for Transaction SMS services (Domestic & International) for IRCTC Websites**"* at the rate quoted by us in the bid document and hereby bind ourselves to complete the work in all respects with the service period mentioned in the tender document. We also hereby agree to abide by the ***General Conditions of Contract*** **(GCC)** and to carry out the work according to the ***Special conditions of Contract*** **(SCC) and specifications** for works as laid down by IRCTC Ltd.

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

Sum of Rs. **FiveLakh** is herewith submitted as earnest money. This EMD is liable to be forfeited in accordance with various provisions of this tender. (**MSME Bidders are exempted from EMD as per Section II Clause 13.1.b.**)

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

Bidder's Details are given as under:

S. No.	Description	To be filled in by bidder
1.	Full name of the Bidder (company):	
2.	Full address, telephone numbers, fax numbers, and email address of the Primary office of the organization / main / head / corporate office	
3.	Name, designation and full address of the Chief Executive Officer of the bidder's organization as a whole, including contact numbers and email address or equivalent of the bidder's company.	
4.	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender	
5.	Name, designation, full office address, including telephone number(s) and email, of the person who is authorized to submit the bid with his/her signatures.	
6.	Name, designation and full address of the person dealing with the tender, his/her telephone, mobile, Fax and email address	

Bidder:

Signature ….....……

Name of the Authorized Signatory…….....……

Designation: ……

Company Seal …….....…….

Date: ……

Annexure II- Document Checklist and Format (Technical Bid)

Bidder is required to furnish the following documents in proper sequence. These documents shall be used 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 'Bid Evaluation Stage-I: Technical-Qualification Evaluation' of Section-II of this tender.

[Note: This checklist is enclosed with tender document in Excel sheet format on the tendering website. Bidder shall use the same to furnish the required documents]

S.No	Item	Tender reference	Bidder's Response
1	**Tender Application, duly filled-in, signed and stamped**	Annexure I	
2	**Integrity Pact** duly filled in, signed and stamped on each page.	Sec III-SCC Clause #9	
3	Copy of Certificate of Incorporation **or** Certificate of commencement of Business issued by Registrar of Companies and Certificate consequent to change of name, if applicable, of the bidder company.	Sec III-SCC Qualifying Criteria Sno 1	
4	Copy of Certificate of GST Registration	Sec III-SCC Qualifying Criteria Sno 1	
5	Copy of PAN Card	Sec III-SCC Qualifying Criteria Sno 1	
6	CA Certificate for profit of FY 2019-20 or Copy of Annual Audited profit & loss account of FY 2019-20	Sec III-SCC Qualifying Criteria Sno 2	
7	CA Certificate clearly specifying annual turnover of bidder for each of the last three financial years 2017-18, 2018-19 and 2019-20	Sec III-SCC Qualifying Criteria Sno 2	
8	Banker's Solvency certificate issued by Nationalised/ Scheduled commercial Bank confirming that bidder has financial solvency. The solvency certificate should be issued after the date of Notice Inviting Tender (NIT) for this tender.	Sec III-SCC Qualifying Criteria Sno 3	
9	Supporting documents for implementing SMS services	Sec III-SCC Qualifying Criteria Sno 4	
10	Tie up with at least one telecom service provider/operator	Sec III-SCC Qualifying Criteria Sno 4	
11	Copy of TRAI registration Certificate	Sec III-SCC Qualifying Criteria Sno 4	
12	Address of Offices of bidders in India.	Sec III-SCC Qualifying Criteria Sno 5	
13	**(Mandatory for MSME bidders only).** Duly attested copy of valid SSI/MSME registration certificate with items mentioned in the SSI/MSE registration certificate	Sec-II: Clause 13 Instruction to Bidders Sec-III-SCC Clause 3, "Item No. 6 Qualification Criteria for the bidder".	
14	**(Mandatory for MSME bidders only).** Document alongwith other credentials from MSME bidders	Sec-II: Clause 13 Instruction to Bidders Sec-III-SCCClause 3 "Item No. 6 Qualification Criteria for the bidder"	

Annexure III - E tender Schedule -Financial Bid Format

(To be filled by the bidder in the excel sheet of eTender as part of financial bid)

Transaction SMS services (Domestic & International) for IRCTC Websites

Bidder's Name: .....

Tender Reference: **2020/IRCTC/ITC/SMS Services/46-Vol-IV/01** Dated …….

Prices should be quoted in Indian Rupees and indicated both in figures and words. Price in words will prevail, in the event of any mismatch.

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

Sno	Description	Rate (Per 100nos SMS) Excluding Taxes
1	SMS Service for sending transaction messages to IRCTC users both Domestic & Foreign – for "Booking, Cancellation, User registration, OTP, Profile updation, other related transaction, etc" for Rail Ticket, Air Ticket, Tourism, eCatering, FTR etc	

Total in words (Per 100nos SMS) Excluding Taxes. Applicable Taxes will be extra.

……

Annexure IV - NDA

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,1956/2013anda 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 IRCTCto the Recipientin 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 takesto 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 theIRCTC, 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 ofthis 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 servicesas part of '*Authorized purpose'* as specified aboveon 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 2of this Agreement shall not applying 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's Address)
    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 One (01) 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 …… year.

IN WITNESS WHEREOF, and intending to be legally bound, the duly authorized representativesof 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: Name:	Sign: Name:
Designation:	Designation:
Witnessed by:	**Witnessed by:**
Sign: Name:	Sign: Name:
Designation:	Designation:

Annexure V - Service Agreement Format

THIS AGREEMENT made the _____ day of _____20__

BETWEEN

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

AND

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

WHEREAS

a) The Purchaser had invited Tenders vide their Tender No. 2020/IRCTC/ITC/SMS Services/46-Vol-IV/01(hereinafter referred to as 'Tender Document') for "**Transaction SMS Services (Domestic & International) to its users on transaction in IRCTC websites**"

b) The Service Provider had submitted its proposal dated _____ (hereinafter referred to as the 'Tender') for the provision of such services in accordance with its proposal as set out in its Tender and in accordance with the terms and conditions of the Tender and this Contract.

c) The Purchaser has agreed to appoint the Service Provider for the provision of such services and the Service Provider has agreed to provide services as are represented in the Tender, including the terms of this Contract, the Schedules attached hereto and in accordance with the terms of the Tender, and in terms of the discussions, negotiations and clarifications in relation to the implementation of the scope of work.

d) In consideration of the foregoing and the mutual covenants and promises contained herein and other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the parties intending to be bound legally.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the General Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
   a) the Scope of Work
   b) the General Conditions of Contract (GCC)
   c) the Special Conditions of Contract (SCC)
   d) Addendums and Corrigendum, if any
   e) Purchase Order.
   f) Integrity Pact

3. In consideration of the payments to be made by the Purchaser to the Service Provider as hereinafter mentioned, the Service Provider hereby covenants with the Purchaser to provide the Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Service Provider in consideration of the provision of the Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

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

Signed, Sealed and Delivered by the said _____	Signed, Sealed and Delivered by the said _____
(For the Purchaser in the presence of: _____ (WITNESS)	(For the Service Provider) in the presence of: _____ (WITNESS)

Annexure VI –Solvency Certificate Format

<Bank Letter Head>

Date :-…..

Solvency Certificate

This is to certify that **< Firm's Name>,** having its registered office at **<Firm's Address> (Firm's CIN)** is our customer for more than .... years and is solvent for INR …… (Rs In Words) as per audited balance sheet of FY18-19 available with us.

This letter is issued at the request of **< Firm's Name**> for Tender Transaction SMS Services (Domestic & International) for IRCTC Websites for a period of Two years and E Tender No is: 2020/IRCTC/ITC/SMS Services/46-Vol-IV/01 .

This certificate is issued without any risk and responsibility on our part in any respect whatsoever more particularly either as guarantor or Primary Obligor or otherwise.

Bank's Authorized Person Sign & Stamp

Annexure VII - Integrity Pact

INTEGRITY PACT

Between

INDIAN RAILWAY CATERING AND TOURISM CORPORATION Ltd (IRCTC)

hereinafter referred to as "The Principal"

and

----------hereinafter referred to as

"The Bidder/Contractor"

Preamble

The principal intends to award, under laid down organizational procedures, contract/s for _____. The Principal values full compliance with all Relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the Principal will appoint as independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal:

(1) The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-

(a) No employee of the principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third parson, any material or immaterial benefits which person is not legally entitled to.

(b) The principal will, during the4 tender process treat all Bidder(s) with equity and reason. The principal will in particulars, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential/additional information

(c) through which the Bidder(S) could obtain an advantage in relation to the tender process or the contract execution.

(d) The principal will exclude from the process all known prejudiced persons.

(2) If the principal obtains information on the conduct of any of its employee which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ contractor(s):-

(1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and the during the contract execution.

a. The Bidder(s)/Contactor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees, involved in the tender process or the execution of the contract or to any third person any material or other benefits which he/she is not legally entitled to in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain or pass on to others, any information or documents provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d.The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contactor(s) of Indian Nationality shall furnish details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is annexed and marked as Annex-

e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he had made is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offence outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contractor:-

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section-2, above or in any other form such as to put his reliability or credibility in question, the principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banking of business dealings".

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section-3, the principal is entitled to damage and recover the damages equivalent to Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section-3, or if the Principal is entitled to terminate the contract according to Section-3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Security Depsosit.

Section 5 – Previous transgression

(1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country conformation to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings".

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 –Criminal charges against violating Bidders / Contractors / Subcontractors

If the Principal obtains knowledge of conduct of Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor / Monitors

A. The Principal appoints competent and credible Independent External Monitor for this pact. The task of the monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

B. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the MD/IRCTC.

C. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contactors. The Contractors will also grant the Monitor, upon his request and demonstration of a valid interest, Unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentially.

D. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relation between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

E. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relative action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
F. The Monitor will submit a written report to the MD/IRCTC within 8 to 10 weeks from the date of reference or initiation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations.
G. Monitor shall be entitled to compensation on the same terms as being extended to provide to independent Directors on the IRCTC board.
H. If the Monitor has reported to the MD/IRCTC a substantiated suspicion of an offence under relevant IPC/PC Act, and the MD/IRCTC has not within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
I. The word **"Monitor"** would include both singular and plural.

Section 9 – Pact Duration

The pact beings when both parties have legally signed it. It expires for the Contractor 12 month after the last payment under the contract, and for all other Bidders 6 month after the Contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by MD/IRCTC.

Section 10 – Other Provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) Should one or several provisions of this agreement turn out to be invalid, the reminder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

_____ _____

(For & On behalf of the Principal) (For & On Behalf of Bidder/Contractor)

(OfficeSeal) (Office Seal)

Place_____

Date_____

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

Annexure VIII - Proforma Of Bank Guarantee for 05% of contract value for contract performance guarantee (PBG)

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

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

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

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

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

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

4. We _____further agree with the IRCTC that the IRCTC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said supplier(s) from time to time or to postpone for any time or from time to time any of the powers exercised by the IRCTC against the said Supplier(s) and to forbear or of enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said supplier(s) or for any forbearance act or omission on the party of the IRCTC or any indulgence by the IRCTC to the said Supplier (s) or any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so reliving us.

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

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

NOTWITHSTANDING anything to the contrary contained herein:-

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

ii. This Bank Guarantee shall be valid upto _____and

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

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 thelegal 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 contactdetails

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-contractorsof 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 thecontractor, as stated in the contact details.

1.13. **"Specifications"** means all the functional, operational, performance or othercharacteristics 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 thetenderer 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 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 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.

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 Any delay by the vendor in the performance of the delivery obligations shall render him/her liable to any of the following penalties:-

21.2 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.

21.3 Encashment of the performance bank guarantee.

21.4 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.

21.5 After a delay of more than 8 weeks, IRCTC reserve the right to cancel the purchase order and buy the items from any other vendor, at bidder's risk and cost. Any losses caused to IRCTC on this account shall be recoverable from the bidder.

22.0 **GENERAL REQUIREMENTS**.

22.1 The tenderer must specify Item wise compliance to Technical specifications duly vetted by the respective OEMs or supported by technical brochures, duly endorsed by OEMs, for the offered products. The Model and Make of the offered product should be clearly specified.

22.2 No change of make or brand will be permitted after issue of purchase order. However, under extra-ordinary circumstances, viz, closure of supplier's business, discontinuation of brand/product in market, statutory ban on such brand/product, or Government legislation, the contractor may request in writing to IRCTC, a change in make/brand explaining the reasons in detail. The alternate brand should be at par or superior to the original offer and the contractor shall provide unequivocal evidence for "Nil adverse price implication to the purchaser". IRCTC shall be at liberty to accept or reject such request without any impact on the contract conditions.

22.3 The tenderer must pass on the standard OEMs' warranty which comes bundled with the purchased equipment wherever it is superior to the warranty specified in this tender document.

22.4 The tenderer shall ensure availability of spare and software updates/patches for a period of at least 05 years from the date of purchase order.

22.5 The tenderer along with OEM should make available the offered products, if desired during technical evaluation of bid for testing and benchmarking at CRIS, , New Delhi.

22.6 Tenderer has to provide documentary evidence for back-to-back support agreement with the respective OEM along with the OEM.

22.7 The installation of the ordered Systems shall be carried out without disturbing the ongoing working of the existing system.

22.8 Detailed designs and drawings required for installation of equipment and the scheme of layout and connections required shall be submitted by the tenderer along with his offer.

22.9 Obtaining of licenses in addition to the existing licenses or any other statutory requirement for installation

and working of all equipments shall be responsibility of the tenderer.

23.0 PERFORMANCE BANK GUARANTEE

23.1 After receipt of purchase order the contractor shall furnish a Performance Bank Guarantee (PBG) 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 7 of tender document) within 30 days of issue of purchase order for an amount equivalent to 05% of the value of the contract. The PBG 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 PBG by an equivalent period.

23.2 The purchase shall be entitled and it shall be lawful on his part to forfeit the amount of PBG 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 PBG 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 PBG 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 PBG 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 PBG of 05% 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 PBG of 05% 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 of error in proceeding in or about the same for any other ground or for any other reason and shall be without Appeal.

29.3 Demand for arbitration: In the event of any dispute or difference or differences between the parties hereto as to the construction or operation of this contract, or the respective rights and liabilities of the parties, on any matter in question, dispute or differences on any account, or as to the withholding by the purchaser of any certificate to which the contractor may claim to be entitled to, or if the purchaser fails to make a decision within a reasonable time, then and in any such case, the contractor, till 90 days of presenting his final claim on disputed matters may demand in writing that the dispute or difference be referred to arbitration. Such demand for arbitration shall specify the matters, which are in question, dispute or the difference, and only such dispute, or difference of which the demand has been made and no other shall be

referred to arbitration.

29.4 On a demand for arbitration being received, the disputed matters shall be referred to the two member arbitration panel- one appointed by the purchaser and the other from the panel submitted by the bidder – duly appointed by MD/IRCTC. Umpire will be nominated mutually by the two appointed Arbitrators. It will be of no objection that the arbitrator is a Government Servant/ Officer and that he had to deal with the matters to which the contact 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 thecontract 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. 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 as per Annex.

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.

END OF TENDER DOCUMENT