



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

“CIN: L74899DL1999GOI101707”

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

E-Quotation No. IRCTC/ITC/NGeT-LL/2020-21/1

NOTICE INVITING E-QUOTATION

Sub: Notice Inviting E-Quotation for Point-to-Point Leased Line Services for IRCTC
Indian Railway Catering and Tourism Corporation Limited (IRCTC) invite E-Quotations for hiring of Point-to-Point Leased Line Services for IRCTC for a period of Two-years on the terms & conditions prescribed in the e-quotation document.

General

- **Date & time up to which offers will be received: 28/01/2021 by 1500 Hrs**
 - **Date & time of opening of Bids: 28/01/2021 at 1530 Hrs**
- a) This E-quotation Document can only be viewed at <http://www.irctc.com> and <https://www.tenderwizard.com/IRCTC>, and will be submitted/received online at <https://www.tenderwizard.com/IRCTC> only, as prescribed in the this section “INSTRUCTIONS TO THE BIDDERS”.
- b) To participate in the E- quotation, it is mandatory for the bidders to register themselves with M/s ITI without any payment on the website <https://www.tenderwizard.com/IRCTC> and obtain User-ID & Password which is required for submission of the bid. It may be noted that Class-III Digital Signature is required for submission of the bid. A detailed procedure for bidding is placed at <https://www.tenderwizard.com/IRCTC>.
- c) The bidder must upload complete set of all the required documents as mentioned in the quotation document.
- d) Corrigendum/Addendum to this quotation, if any, shall be published on website www.irctc.com and www.tenderwizard.com/IRCTC. No Newspaper/press advertisements shall be issued for the same.
- e) For any difficulty in downloading & submission of quotation document at website www.tenderwizard.com/IRCTC, please contact helpdesk no. 011-49424365, 8800115628.
- f) The bids will consist of single packet system – Techno-commercial as per terms and conditions as laid down in this quotation document.
- g) IRCTC reserves the right to reject any/all E-Quotations without assigning any reason.
- h) The Notice Inviting E-Quotation, Instructions to Bidders, Scope of Work, Other Terms & Conditions, and Annexures shall form part of the E-Quotation Documents. This document consists of **21 pages** including ‘Table of Content’ pages and Cover page.

For Indian Railway Catering and Tourism Corporation Limited

Additional General Manager/IT,
Internet Ticketing Center, IRCTC LTD.
State Entry Road, New Delhi 110055

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1 Instruction to Bidders

1.1 General

1.1.1 Quotation offer shall be signed by the authorized signatory of the bidder.

1.1.2 All quotation documents to be uploaded by the bidder on www.tenderwizard.com/IRCTC must be digitally signed.

1.2 Contents of Quotation Offer

This E-Quotation is based on Single-packet system. Contents of the quotation offer to be submitted by the bidder shall include the following -

1.2.1 'E-QUOTATION OFFER FORM' duly filled-in as per the format as specified in [Annexure-I](#).

1.2.2 E-Quotation Schedule ([Annexure-II](#)) – The E-Quotation Schedule is to be filled in electronically in accordance with the instructions and terms given in this quotation document.

1.3 Offer Validity

The offer shall be valid for acceptance for a period of minimum 90 (Ninety) days from the date of opening of this quotation. Any subsequent extension of validity shall be for a minimum of 60 days.

1.4 Evaluation of Quotation Offers

All the quotation offers that are received within date and time mentioned in this quotation document shall be opened on due date and time.

For the purpose of relative ranking of offers, 'Total Price for two years inclusive of all Taxes (in Rs.)' specified in **Column-F of Annexure-II: E-Quotation Schedule**' shall be taken into account.

- a) Successful bidder shall be selected on basis of lowest cost (i.e. L1) from amongst the offers.
- b) The quotations will be opened electronically and will be immediately available on quotation uploading site for viewing to bidders. However, if bidders wish they may remain present at the time of electronic opening of bid at IRCTC

1.5 Interest on amount

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

1.6 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.

1.7 Language of Proposals

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

2 Scope of Work (SoW)

2.1 The bidder shall be responsible for the Supply, Installation, Commissioning and Maintenance of Point-to-point Leased Line connectivity as per details mentioned below, in accordance with the service level as specified below in **Clause 2.3**:

2.1.1 Link Capacity: One E1 (E1=2.048 Mbps)

2.1.2 Handoff: 1-Gbps Ethernet (Copper)

2.1.3 End Locations:

- End-A: IRCTC NGeT Data Center Facility, Center for Railway Information System (CRIS), Chankya Puri, New Delhi – 110021.
- End-B: RailTel Internet Data Center, RailTel Corporation of India Limited (RCIL), 143, Institutional Area, Sector-44, Gurugram - 122003.

2.2 Hardware Provisioning & Maintenance: The Point to Point Lease Line link shall be provided on Ethernet handoff on both the ends as mentioned above. The bidder shall provide all the equipment such as MUX, STM, modems, converters etc. and any other hardware required to terminate the Point-to-Point Leased Line circuit on network router ports provided by IRCTC at both ends. The maintenance and ownership of all such equipments shall be with bidder only. IRCTC shall provide power and space for co-locating the termination equipment without any charges on both the locations.

2.3 Service Levels and Penalties: The bidder shall ensure to provide the minimum service availability of 99.5% on monthly basis. Penalties for failing to maintain the stipulated link uptime of 99.5% on monthly basis shall be calculated as under:

Uptime (%) per month for each link	Penalties as % of MRC payable to vendor for this service
>=99.5	0
>=99 and <99.5	5% of 'x'
>=98.5 and <99	10% of 'x'
>=98 and <98.5	15% of 'x'
>=97.5 and < 98	20% of 'x'
>=97 and < 97.5	30% of 'x'
where 'x' is the total monthly charges payable to service provider	

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

2.4 Bidder shall coordinate with CRIS and RailTel for provisioning, installing, testing and commissioning of leased line circuit.

3 OTHER TERMS AND CONDITIONS

3.1 Award and Acceptance of Purchase Order

- a) After selection of the successful bidder and after obtaining internal approvals and prior to expiration of the period of bid validity, IRCTC shall award the Purchase Order to the successful bidder.
- b) Within **7 days** of the award of the Purchase Order, the successful bidder(s) shall send its acceptance of the purchase order.

3.2 Earnest Money Deposit (EMD)

- a) EMD - Nil.
- b) The bidder has to submit bid Securing Declaration as per [Annexure-V](#)

3.3 Security Deposit and Performance Bank Guarantee (PBG)

- a) Successful bidder shall deposit an amount equivalent to **03%(Three Percent)** of the total work order value through Demand draft issued by scheduled commercial bank in favour of 'IRCTC Ltd' payable at New Delhi, as Security Deposit **within 21-days** from the date of award of purchase order by IRCTC.
- b) In addition to above, bidder shall submit a PBG for **03% (Three percent)** of the total work order value, issued by nationalized bank or scheduled commercial bank, within **21-days** from the date of award of purchase order by IRCTC. Format of PBG format is specified in [Annexure-IV](#) under this section.
- c) PBG shall be valid for total period of minimum **29 Months** (estimated as sum of 2 months for delivery and commissioning of the services, 24 months of services from the date of commissioning, and 3 months after expiry of services period). However, in case the commissioning date is delayed beyond two months, PBG period shall be extended by the successful bidder accordingly.
- d) All compensations or the other sums of money payable by the bidder under the terms of this contract, like against SLA penalties, may be deducted by IRCTC from the security deposit or from any sums which may be due to or may become due to the service provider by IRCTC on any account whatsoever. In the event of security deposit being reduced by reason of any such deduction, the successful bidder shall, within **15-days** from written intimation of IRCTC, make good in Demand Draft of a scheduled commercial bank endorsed in favour of 'IRCTC Ltd.', any sum or sums which may have been deducted from its security deposit.
- e) Security deposit shall be refunded at the end of service period, provided the successful bidder has satisfactorily provided all services in accordance with the conditions of contract or after deducting the service level penalties by IRCTC, if any.
- f) PBG shall be released after the end of service period, provided the successful bidder has satisfactorily provided all services in accordance with the conditions of contract or after deducting the service level penalties by IRCTC, if any.

3.4 Delivery Conditions

Provisioning of the leased line services shall be made by the successful bidder to consignee **within 08 weeks** from the date of award of Purchase order by IRCTC. If the successful bidder fails to deliver the services within the stipulated time schedule or by the date extended by IRCTC, it will be construed as a breach of contract and render the bidder liable for applicable Liquidated Damages.

3.5 Consignee

Consignee:	Addl.General Manager/IT, Internet Ticketing Center, IRCTC LTD. State Entry Road, New Delhi 110055
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3.6 Liquidated Damages

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

3.7 Default by Successful Bidder

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

- a) Withdrawal from the project after receiving the purchase order, and/or
- b) Leaving the contract in-between at any time during the project implementation and support period, and/or
- c) Non-delivery of project after receiving of purchase order, and/or
- d) Wrong information supplied to IRCTC/CRIS

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

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

3.8 Termination of Services

IRCTC, by written notice sent to service provider through letter/fax/email, reserves the rights to terminate the services in whole or in part at any time for its convenience giving one-month prior notice with the date upon which such termination become effective.

3.9 Information Security

- a) Successful bidder shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by IRCTC, out of the IRCTC premises without prior written permission from IRCTC.

- b) Successful bidder shall, upon termination of this agreement for any reason, or upon demand by IRCTC, whichever is earliest, return any and all information provided to the bidder by IRCTC, including any copies or reproductions, both hardcopy and electronic.

3.10 Confidentiality

The successful bidder shall sign a Non-Disclosure Agreement (NDA) with IRCTC within **21-days** from the date of acceptance of purchase order. The format of the NDA is given in [Annexure-III](#)

3.11 Payment terms

- a) Payments to the successful bidder shall be made by IRCTC on quarterly basis at the end of each quarter after receiving the proper invoices from successful bidder containing all the particulars as mentioned under the GST Act and Rules.
- b) Payments shall be withheld in case of non-submission of valid PBG (and verification thereof by IRCTC from issuing bank) and Security Deposit by the successful bidder.
- c) Payments shall be subject to deductions of any amount for which the vendor is liable to pay penalty for not providing satisfactory service as per SLAs and Liquidated Damages.
- d) Further, all payments shall be made subject to deduction of TDS (Tax deduction at Source) as per the Income- Tax Act, and any other taxes.
- e) Any loss incurred by or penalty imposed on IRCTC due to failure of the successful bidder in timely filing of GST tax return or submission of invoice shall be recovered by IRCTC from outstanding bills payable to successful bidder.
- f) The successful bidder shall ensure to pay GST or any other taxes charged, within stipulated time and to file the return within stipulated time to enable IRCTC to claim input credit.

3.12 Period of Service

The successful bidder shall provide the point-to-point leased line services for a period of **02 years** starting from the date of commissioning and acceptance by IRCTC. There shall be an option to extend the services contract further for a period of one year on the same terms and conditions on mutual agreement between IRCTC and successful bidder, subject to satisfactory services rendered by the successful bidder.

3.13 Installation and Acceptance

- a) The point-to-point leased line services shall be supplied by the successful bidder in full capacity as per ordered specifications. IRCTC reserves the right to reject the order if it is not conforming to the approved specifications. No payment will be made for the rejected services.
- b) Once the circuit is fully provisioned and is made operational, its operation and performance would be observed for duration of seven continuous working days for successful performance. Service Levels and Penalties under Section-II: Scope of Work.

3.14 FORCE MAJEURE

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.

Annexure-I

E-QUOTATION OFFER FORM**(On Bidder's Company letterhead)**

Dated: _____

To,
Addl. General Manager /IT,
 Indian Railway Catering and Tourism Limited (IRCTC),
 Internet Ticketing Center, IRCTC LTD.
 State Entry Road, New Delhi 110055

Subject: E-Quotation Offer against IRCTC's E-Quotation for Procurement of 2Mbps Point-to-Point Leased Line Services for IRCTC

Reference: E-Quotation No. IRCTC/ITC/NGeT-LL/2020-21/1 dated

We, M/s..... having read, examined and understood in details all the conditions of above referred e-quotation to execute this work of **providing "Point-to-Point Leased Line Services for IRCTC for a period of two-years"** at the rate quoted by us in the 'E-Quotation Schedule' and hereby bind ourselves to complete the work in all respects with the service period mentioned in the quotation document. We hereby agree to abide by the scope of work and all the term and conditions of the quotation documents that include Other Terms & Conditions, and Annexures as laid down by IRCTC in the above referred E-quotation.

We also agree to keep this offer open for acceptance for a period of **90** (Ninety) days from the date of opening the of this quotation.

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

Bidder's Details are given as under:

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

	submit the bid with his/her signatures (i.e. authorized signatory).	
6.	Name, designation and full address of the person dealing with the quotation, his/her telephone, mobile, Fax and email address	

Bidder:

Signature

Name of the Authorized Signatory.....

Designation:

Company Seal

Date:

Annexure-II**E-QUOTATION SCHEDULE****Bidder's Name:** _____**Quotation Reference:** E-Quotation No. IRCTC/ITC/NGeT-LL/2020-21/1 dated

Item Description	E1 Price for 1st Year (Excl. Taxes)	E1 Price for 2nd Year (Excl. Taxes)	Applicable GST Rate (in %)	Total GST Amount	Total Price for two years including GST (in Rs.)
A	B	C	D	$E=(B+C) \times D$	$F= (B+C+E)$
Point-to-Point Leased Line Services of 2.048 Mbps (E1) (as per Section-II: Scope of Work)					

Note:

- 1) Prices are quoted in Indian Rupees and indicated both in figures and words. Price in words will prevail, in the event of any mismatch.
- 2) All values are in INR.
- 3) All taxes are specified as per the prevailing rules of Govt. of India.
- 4) Rates have been quoted separately against each item; Taxes extra, if any, are explicitly quoted, failing which the same will not be considered at a later date.

Annexure-III

(This NDA shall be executed on Non-Judicial Stamp Paper of Rs. 100 value)

CONFIDENTIALITY - CUM - NON DISCLOSURE AGREEMENT (NDA)

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

By and between

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

And

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

WHEREAS

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

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

1. Definitions:

- a) The term “Confidential Information” shall include, without limitation, all technical and non-technical information and materials, furnished by IRCTC or any of its associated partners on behalf of IRCTC to the Recipient in connection with IRCTC products and services including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic media, and including all information marked as ‘Confidential’ or ‘Sensitive’ or ‘Proprietary’, customer & prospect lists, personal data of IRCTC employees and its customers, trade secrets, trade names or proposed trade names, methods and procedures of operation, business or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to IRCTC products and services. Results of

any information security audits, tests, analysis, extracts or usages carried out by the Recipient in connection with the IRCTC's products and/or services, IT infrastructure, etc. shall also be considered Confidential Information.

- b) The term "IRCTC products" shall include all such products, goods, services, deliverables, which are subject to deliver, install and/or be maintained by the Recipient under the Agreement.

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

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

- 1) Make sure that all the employees and/or consultants engaged by Recipient to undertake any audit or services as part of '*Authorized purpose*' as specified above on its behalf have signed the mandatory non-disclosure agreement.
3. **Permitted disclosure of Confidential information:** If the recipient is requested/required to disclose confidential information by law enforcement or similar Government agencies mandated under the law, it is agreed that the receiving party shall provide IRCTC with prompt notice of any such request or obligation so that IRCTC may seek an appropriate protective order and or wave the recipient compliance with the provision of this agreement.
4. **Title and Proprietary Rights:** Notwithstanding the disclosure of any confidential information by IRCTC to the recipient, the title and all intellectual property and proprietary rights in the confidential information shall remain with IRCTC. The provisions of this agreement are necessary for the protection of the business goodwill of IRCTC and are considered by IRCTC to be reasonable for such purposes. Recipient agree that any breach of this agreement will cause substantial and irreparable damages to IRCTC.
5. **Exceptions.** The Confidentiality obligations as enumerated in Article 2 of this Agreement shall not apply in following cases:
 - a) Which is independently developed by Recipient or lawfully received from another source free of restriction and without breach of this Agreement; or
 - b) After it has become generally available to the public without breach of this Agreement by Recipient; or
 - c) Which at the time of disclosure to Recipient was known to such party free of restriction and evidenced by documents in the possession of such party; or
 - d) Which IRCTC agrees in writing is free of such restrictions.
 - e) Which is received from a third party not subject to the obligation of confidentiality with respect to such Information;
6. **Onus.** Recipient shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the foregoing exceptions.
7. **Remedies.** Recipient acknowledges that any actual or threatened disclosure or use of the Confidential Information by Recipient would be a breach of this agreement and may cause immediate and irreparable harm to IRCTC or to its clients/partners; Recipient affirms that damages from such disclosure or use by it may be impossible to measure accurately; and injury sustained by IRCTC / its clients/partners may be impossible to calculate and compensate fully. Therefore, Recipient acknowledges that in the event of such a breach, IRCTC shall be entitled to specific performance by Recipient of its obligations contained in this Agreement. In addition, Recipient shall compensate the IRCTC for the loss or damages caused to the IRCTC actual and liquidated damages which may be demanded by IRCTC. Liquidated damages not to exceed the Contract value. Moreover, IRCTC shall be entitled to recover all costs of litigation including reasonable attorneys' fees which it or they may incur in connection with defending its interests and enforcement of contractual rights arising due to a breach of this agreement by Recipient. All rights and remedies hereunder are cumulative and in addition to any other rights or remedies

under any applicable law, at equity, or under this Agreement, subject only to any limitations stated herein.

- 8. Need to Know.** Recipient shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees and/or consultants of the obligations assumed herein), shall use the Confidential Information only for the purposes set forth in the Agreement, and shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of the IRCTC. No information relating to IRCTC shall be hosted or taken outside the country in any circumstances.
- 9. Intellectual Property Rights Protection.** No license to a party, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to such party.
- 10. Ownership:** the confidential information is the property of IRCTC or its associates or advisors. Nothing in this agreement shall be construed as granting any property rights, by license or otherwise, to any confidential information disclosed pursuant to this agreement or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such confidential information. The recipient shall not make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any confidential information. It is understood and agreed that neither party solicits any change in the organization, business practice, service or products of the other party, and that the disclosure of confidential information shall not be construed as evidencing any intent by a party to purchase any products or services of the other party nor as an encouragement to expend funds in development or research efforts. The confidential information may pertain to prospective or unannounced products. The recipient agrees not to use any confidential information as a basis upon which to develop or have a third party develop a competing or similar product.
- 11. No Conflict.** The parties represent and warrant that the performance of its obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.
- 12. Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
- 13. Publicity:** the recipient must not make any press or other public statements (which includes announcements and releases) relating to this agreement, the confidential information and the authorized purpose.
- 14. Forum:** the recipient shall submit to the exclusive jurisdiction of the courts in Delhi, India to adjudicate any dispute arising out of this agreement.
- 15. Communications:** Written communications requesting or transferring proprietary information under this agreement shall be addressed only to the respective designees as follows (or to such designees as the parties hereto may from time to time designate in writing)

(Recipient)

(Recipient's Address)

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

If to IRCTC:

Addl.General Manager/IT

Internet Ticketing Center, IRCTC

State Entry Road, New Delhi 110055

IF to Recipient:

(Recipient)

(Recipient's Address)

- 17. Headings:** Headings used in this agreement are provided for convenience only and shall not be used to construe meaning or intent
- 18. Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to the jurisdiction of Courts and/or Forums situated at New Delhi
- 19. Entire Agreement.** This Agreement constitutes the entire understanding and agreement between the parties on this subject, and supersedes all previous communications, both oral and written, representations and understandings among the parties with respect to the subject matter hereof.
- 20. Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.
- 21. Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 22. Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.
- 23. Waiver.** Waiver by either party of a breach of any provision of this Agreement, shall not be deemed to be waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

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

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

Annexure-IV**PROFORMA FOR PERFORMANCE BANK GURANTEE (PBG)****To,**

Add. General Manager /IT,
 Indian Railway Catering and Tourism Limited (IRCTC),
 Internet Ticketing Center, IRCTC LTD.
 State Entry Road, New Delhi 110055

Respected Sir,

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

In consideration of the Indian Railway Catering and Tourism Corporation Limited, B-148, Statesman House, 12th floor, Barakhamba Road, New Delhi – 110001 (hereinafter called “IRCTC”), having awarded the Purchase order No. _____ dated _____ to _____, having its office at _____ (hereinafter called “The said Contractor (s)”), under the terms and conditions of IRCTC quotation No. _____ dated _____ for “_____” (hereinafter called “the said contract”) we, _____ (hereinafter referred to as the bank) at the request of _____ Contractor (s) do hereby undertake to pay IRCTC an amount not exceeding Rs. _____/- (Rupees _____ only) against any loss or damage caused to or suffered or would be caused to or suffered by the IRCTC by reason of any breach by the said Contractor (s) of any of the terms or conditions contained in the said Contract.

1. We _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the IRCTC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the IRCTC by reason of breach by the said Contractor (s) or any reason of the Contractor (s) failure to perform the said Contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____/- (Rupees _____ only).
2. We undertake to pay to the IRCTC any money as demanded notwithstanding any dispute or disputes raised by the Contractor (s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment as made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor (s) shall have no claim against us making such payment.

- 3. We _____ further agree that the guarantee herein sustained shall remain in full force and effect during the period would be taken for the performances of the said contract and that it shall continue to be enforceable till all the dues of IRCTC under or any virtue of the said contract have been fully paid and its claims satisfied or discharged or till the IRCTC certified that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor (s) and accordingly discharges this guarantee. Unless demand of claim under this guarantee is made on us in writing on or before _____ we shall be discharged from all liability under this guarantee thereafter.
- 4. We _____ further agree with the IRCTC that the IRCTC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time of performance by the said Contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercised by the IRCTC against the said Supplier(s) and to forbear or of enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor (s) or for any forbearance act or omission on the party of the IRCTC or any indulgence by the IRCTC to the said Contractor (s) or any such matter or thing whatsoever which under the law relating to sureties would , but for this provision, have effect of so reliving us.
- 5. At any time during the period in which this Guarantee is still valid, if the Contractor fails to perform the Works in accordance with the contract or fails to discharge himself of the liability of damages or debts, it is understood that the bank will extend this Guarantee under the same conditions from the required time on demand by the IRCTC and of the cost of the Contractor.
- 6. This guarantee will not be discharged due to the change in the Constitution of the Bank or the Contractor (s).

NOTWITHSTANDING anything to the contrary contained herein: -

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

ii. This Bank Guarantee shall be valid up to _____ and

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

Annexure V

To,
Add. General Manager /IT,
Indian Railway Catering and Tourism Limited (IRCTC),
Internet Ticketing Center, IRCTC LTD.
State Entry Road, New Delhi 110055

Subject: Bid Security Declaration

Reference: E-Quotation No. IRCTC/ITC/NGeT-LL/2020-21/1 dated

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

Bidder:

Signature

Name of the Authorized Signatory.....

Designation:

Company Seal

Date: