



**INDIAN RAILWAY CATERING & TOURISM CORPORATION LTD. (IRCTC)**  
**(A Govt. of India Enterprise (Mini Ratna Category-I) under Ministry of Railways)**  
**B-148, 11th Floor, Statesman House, Barakhamba Road, New Delhi-110001**

Ref: Tender No. IRCTC/ITC/MSS/2017-18/1, Tender for Managed Security Services (MSS) for IRCTC

Date: 04-09-2017

**PRE BID QUERIES AND THEIR RESPONSE**

S. No.	Name and Number of Section /annexure /Pg. No.	Tender Content	Bidders Query	IRCTC Response
1	Annexure - V: O & M Activities and Manpower Details Section 5: Qualification, Screening and Replacement Subsection d: Attendance, Reporting and Duty/Shift Timings Page No. 37	iv. Duty shifts shall be managed as per roster and operational requirements of IRCTC that may also cover night shifts as and when required.	The RFP requirement is to place only 2 resources, it may not be possible for people to cover more than 2 shift. Please confirm if resources can be increased to cover 24X7 as there is no coverage on network and security device management.	Each of the resources (Network & Security) shall cover only one single shift as per roster duty and operational requirements of IRCTC. There shall be no change in number of resources as asked in the tender document. Please refer Clause 5.d of Annexure-V for more information.
2	Annexure - VI: Service Level and Penalties Section 1.1: SOC Services Relate Service Levels Table Point 1: Incident Management Page No. 39	<b>Expected Deliverable:</b> Root Cause Analysis Report on any incident along with supporting logs/reports <b>Service Levels:</b> 1. 6 hours: Very high priority incidents 2. 24 hours: High priority incidents 3. 48 hours: Medium priority incidents	more time to investigate and co-ordinate with OEM , analyse huge amount of log data to come up with quality RCA. Please revise to following to provide quality RCA Providing report with root cause analysis: ☑ 48 hours: Very high priority incidents ☑ 72 hours: High priority incidents ☑ 120 hours: Medium priority incidents	Please refer Corrigendum-I for changes.
3	Section 3: Scope of Work (SoW) Sub-Section 3.1: 24x7 SOC Services Sub-Point 3.1.7 Page No. 8	3.1.7. The OEM of the SIEM tool being used by the service provider at its SOC must be rated as 'leaders' in latest 'Magic Quadrants for Security Information and Event Management' published by Gartner.	Please indicate if IRCTC has any preference for SIEM tool	IRCTC has no preference for SIEM tool. However, the OEM of SIEM tool being used by bidder in the SOC, from where bidder shall provide the SOC services, shall be rated as "Leaders" in the latest Magic Quadrant for 'Security Information and Event Management' published by Gartner. Please refer Section 4 Clause 5 (c).

4	Section 4: Technical Qualification Criteria for the Bidder Subpoint (f) Table Point 3 Page No. 10	Financial Profitability, Turnover, Net Worth and Solvency	Request IRCTC to accept only Audited Financial reports against is requirement as these are certified by Statutory Auditors.	No Change
5	Section 4: Technical Qualification Criteria for the Bidder Subpoint (f) Table Point 6 Page No. 11	Relevant work experience	Request IRCTC to accept Customer reference letters and self-certified details of customers since we have NDAs with customers and wont be able to disclose customer names or contact details to honour our commitment	No Change.
6	Key Date Section Page No. 2	Date of submission	Request IRCTC to extend submission date to 27th September	No Change.
7	Section 5.24: Termination Subsection (a) For Convenience: Page No. 20	For Convenience: IRCTC by giving one-month written notice to Service Provider through Letter/Email/Fax may terminate, in whole or in part thereof at any time for its convenience, the Manpower Services and/or SOC Services The notice of termination shall specify that the termination is for convenience the extent to which Service Provider's performance under the contract is terminated and the date upon which such termination become effective. IRCTC may consider request of the bidder for pro-rata payment till the date of termination. However, the amount of tax/GST/any amount charged shall be recovered from the service provider.	Bidder shall face hefty financial loss in case of such termination, therefore, kindly remove this clause	No Change.

8	Section 5.26: No Damage of Property Page No. 21	Bidder shall ensure that there is no loss or damage to the property of IRCTC and third-party IDC Service Provider while executing the Contract. In case, it is found that there is any such loss/damage due to direct negligence/non-performance of duty by any personnel/partners/sub-contractors of the bidder, the amount of loss/damage so fixed by IRCTC and IDC Service Provider shall be recovered from Service Provider.	Bidder shall indemnify for the loss or damage to tangible property on account of Bidder's negligence, however Bidder's liability shall be limited to 12 month of charges received from customer under a specific purchase order.	No Change.
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9	Section 5.31: Limitation of Liability	<p>Provided the following does not exclude or limit any liabilities of either party in ways not permitted by applicable law:</p> <p>a) The Service Provider shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Service Provider to pay liquidated damages to the Purchaser; and</p> <p>b) The aggregate liability of the Service Provider to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Service Provider to indemnify the Purchaser with respect to intellectual property rights.</p>	<p>We propose the following clause to replace the current clause "Each Party shall indemnify the other from and against any claims by third parties (including any Governmental Authority) and expenses (including legal fees and court costs) arising from damage to tangible property, personal injury or death caused by such Party's negligence or willful misconduct.</p> <p>NOTWITHSTANDING ANY OTHER PROVISION HEREOF, NEITHER PARTY SHALL BE LIABLE FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR (B) ANY DAMAGES FOR LOST PROFITS, LOST REVENUES, LOSS OF GOODWILL, LOSS OF ANTICIPATED SAVINGS, LOSS OF CUSTOMERS, LOSS OF DATA, INTERFERENCE WITH BUSINESS OR COST OF PURCHASING REPLACEMENT SERVICES, ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT, WHETHER OR NOT CAUSED BY THE ACTS OR OMISSIONS OR NEGLIGENCE (INCLUDING GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) OF ITS EMPLOYEES OR AGENTS, AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN INFORMED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES. IN NO EVENT BIDDER SHALL BE LIABLE IN AN AMOUNT THAT EXCEEDS, IN THE AGGREGATE FOR ALL SUCH LIABILITIES, THE MOST RECENT TWELVE (12) MONTHS OF CHARGES COLLECTED BY BIDDER FROM THE CUSTOMER PURSUANT TO THE APPLICABLE PURCHASE ORDER GIVING RISE TO THE LIABILITY.</p>	No Change.
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10	Annexure - VIII: Non-Disclosure Agreement (NDA) Clause No. 3: Title and Property Rights Page No. 43	The provisions of this Agreement are necessary for the protection of the business goodwill of IRCTC and are considered by IRCTC to be reasonable for such purposes. Recipient agree that any breach of this Agreement will cause substantial and irreparable damages to IRCTC and, therefore, in the event of such breach, in addition to other remedies under the title of "Remedies" under this agreement, which may be available, the Recipient violating the terms of Agreement shall be liable for the entire loss and damages on account of such disclosure.	Bidder shall protect confidentiality obligation, however it is not OK to compensate for the losses suffered by customer, therefore, kindly amend the clause accordingly.	No Change.
11	Annexure - VIII: Non-Disclosure Agreement (NDA) Clause No. 6: Ownership Page No. 44	Ownership Clause	Ownership of Confidential Information should belong to the party that shares confidential information, it should be a mutual clause, kindly amend the clause accordingly.	No Change.

12	GCC Clause No. 14: Indemnities and Liabilities Page No. 7 and 8	<p>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.</p> <p>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.</p>	We propose the following clause to replace the current clause "Each Party shall indemnify the other from and against any claims by third parties (including any Governmental Authority) and expenses (including legal fees and court costs) arising from damage to tangible property, personal injury or death caused by such Party's negligence or willful misconduct".	No Change.
13	GCC Clause No. 18: Price Fall Sub-Points: 18.1, 18.2 and 18.3 Page No. 9	Price Fall Clauses: 18.1, 18.2 and 18.3	It is not practical to implement it, therefore, kindly remove this clause	Price Fall clause is applicable in Rate Contract tender. Not applicable for this tender

14	GCC Clause No. 28: Termination for Default Page No. 14	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.	Termination should be for material breach of the contract	No Change.
15	GCC Annexure 10: Pre-Contract Integrity Pact Sub-Point 7 Page No. 38	7.1 The BIDDER undertakes that in the period of last                    months preceding the NIT, it has not supplied / is not currently supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.	It is not practical to implement it, therefore, kindly remove this clause	Requirement for signing of Integrity Pact is not applicable for this tender.

16	Section 3: Scope of Work (SoW) Sub-Section 3.1: 24x7 SOC Services Sub-Point 3.1.13 Page No. 9	Server hardware for log collection agent shall be provided by IRCTC along with rack space, power, and network connectivity for the same. Hardware capacity of the server should be suggested by the service provider as per the number of devices to be monitored and events per second, and log size.	Request IRCTC to share the expected retention period for Logs. Also Events per seconds of devices,if available.	Retention period for Logs: 3 Month Online and 12 Month archive. Data on Events per Seconds is not available
17	Section 3: Scope of Work (SoW) Sub-Section 3.1: 24x7 SOC Services Sub-Point 3.1.13 Page No. 9	Server hardware for log collection agent shall be provided by IRCTC along with rack space, power, and network connectivity for the same. Hardware capacity of the server should be suggested by the service provider as per the number of devices to be monitored and events per second, and log size.	Can older logs be archived on Cloud environment or IRCTC wants that all logs must be in IRCTC onsite Storage only.	Data can be archived at bidders Data Center but not on Cloud.
18	Section 3: Scope of Work (SoW) Sub-Section 3.1: 24x7 SOC Services Sub-Point 3.1.14 Page No. 9	All kind of communication such as log transfer, device monitoring etc between IRCTC and SOC shall be performed through secure and encrypted channel using Site-to-site IPsec VPN tunnel over Internet.	We assume that IRCTC will provide the Internet connection / Router at IRCTC end to connect to Service provider's SOC. Will there be any limitation of internet bandwidth at IRCTC end or Service provider need to suggest the required Bandwidth to transfer logs to SOC too.	IRCTC shall provide the Internet Connectivity at IRCTC end to connect to Service Providers SOC and it shall be on IPsec VPN over Internet. There is no limitation of Internet Bandwidth at IRCTC end.



19	<p>Section 3: Scope of Work (SoW)  Sub-Section 3.1: 24x7 SOC Services  Sub-Point 3.1.11  Page No. 8</p>	<p>3.1.11. For log capturing and delivery of logs to SOC, SIEM's Log Collector Agent shall be deployed by the service provider in IRCTC's network. The functioning of Log collector agent shall include the following:</p> <ul style="list-style-type: none"> <li>• The agent shall fetch the logs from the devices in-scope</li> <li>• The agent shall perform the necessary processing like compression and encryption and forward these logs to service provider's SOC, keeping the above mentioned requirement intact.</li> <li>• In case of failure of connectivity between log collector agent and SOC, the log collector agent shall keep collecting the logs as long as there is storage space available on the server. Collector agent shall be able to send all logs once connectivity is restored. There should not be any loss of logs in case of connectivity problems.</li> </ul>	<p>While section 3.1.11 covers details of SIEM log collector, while the commercial format does not cover separate line item for this commercials. Should we quote this as separate line item</p>	<p>No Change. Schedule of Rate (SoR) shall be strictly as per the provided format in Tender Notice</p>
20	<p>Section 4: Technical Qualification Criteria for the Bidder  Subpoint (f)  Table Point 6: Relevent Work Experience  Sub-Point: (a)  Page No. 11</p>	<p>Credentials to be Provided:</p> <ol style="list-style-type: none"> <li>i. Copies of Purchase/Work Order or Agreement clearly mentioning the Client name, PO/WO date, order value of SOC Services, and</li> <li>ii. Successful Work Completion Certificate from Client mentioning the PO/Work Order/Agreement along with Start/End date of project OR Satisfactory Services Certificate (in case of on-going services) from Client mentioning the PO/Work Order/Agreement along with Start date of project.</li> </ol>	<p>Owing to signed customer NDA clause, we are unable to share the Purchase order or any confidential document with respect to customer projects executed. Hence Please relax this clause for bidder to submit self- signed declaration format attested by our legal/company secretary</p>	<p>No Change</p>

21	Section 4: Technical Qualification Criteria for the Bidder Subpoint (f) Table Point 6: Relevent Work Experience Sub-Point: (b) Page No. 11	Credentials to be Provided: i. Copies of Purchase/Work Order or Agreement clearly mentioning the Client name, PO/WO date, order value of manpower services, and ii. Successful Work Completion Certificate from Client mentioning the PO/Work Order/Agreement along with Start/End date of project OR Satisfactory Services Certificate (in case of on-going services) from Client mentioning the PO/Work Order/Agreement along with Start date of project.	Owing to signed customer NDA clause, we are unable to share the Purchase order or any confidential document with respect to customer projects executed. Hence Please relax this clause for bidder to submit self- signed declaration format attested by our legal/company secretary	No Change
22	Section 4: Technical Qualification Criteria for the Bidder Subpoint (f) Table Point 8: Customer and Technical Support Office Page No. 12	Bidder must have its Customer and Technical Support offices in Delhi / NCR region for providing Engineer Support services.	SOC service providers operate from a central location & 24x7x365 basis, however we can address to onsite engineer deploymnet at customer premises. Hence Please relax this clause of having support offices in Delhi/NCR	No Change. SOC services can be provided by bidder from anywhere within India over Internet VPN. However, onsite resources and backend support for these resources shall be provided by bidder through its Delhi/NCR Technical support office.
23	Annexure - III: Schedule of Rate (SoR) Page No. 33	Schedule of Rate (SoR) Format	While section 3.1.11 covers details of SIEM log collector, while the commercial format does not cover separate line item for this commercials. Should we <u>quote this as separate line item</u>	No Change. Schedule of Rate (SoR) shall be strictly as per the provided format in Tender Notice
24	Annexure - VI: Service Level and Penalties Section 1.1: SOC Services Relate Service Levels Table Point 1: Incident Management Page No. 39	<b>Expected Deliverable:</b> Root Cause Analysis Report on any incident along with suporting logs/reports <b>Service Levels:</b> 1. 6 hours: Very high priority incidents 2. 24 hours: High priority incidents 3. 48 hours: Medium priority incidents	Please amend the root cause analysis reporting to 12 hours, 24hours, 48 hours respectively for very high, high,medium priority incidents.	Please refer to Corrigendum for change.
25	Annexure - VI: Service Level and Penalties Section 1.1: SOC Services Relate Service Levels Table Point 1: Incident Management Page No. 39	<b>Penalty (as % of Quarterly Service Charges for SOC Services):</b> 1.0% for every non-compliance	The penalties quoted at 1% of quarterly charges is very high. Please amend this clause to 0.5% of the monthly charges	No Change