

Hassan Mangalore Rail Development Company Limited

(A Joint Venture of Ministry of Railways & Govt. of Karnataka)

Regd. Office: MSIL House, 7th Floor, #36, Cunningham Road, Bangalore-560 052. Tel: +91-80-2237 0581, Fax: +91-80-2237 0582, website: www.hmrdc.com CIN NO.U45203KA2003PLC032183, E-mail: ceohmrdc@gmail.com

HMRDC/Operating/06/FS/2019

01st July 2019

To, All the Software Companies

Dear Sir/Madam,

Sub: Tender for "Design, Development, Testing, Implementation & AMC of Freight Accounting Information Tool of HMRDC".

Please find the attached tender Document for "Design, Development, Testing, Implementation & AMC of Freight Accounting Information Tool of HMRDC".

You are requested to go through the information and send your tender Quotation in the format prescribed.

Submission of last date for Tender is 18th July 2019 as 3.00 PM

Yours truly,

For Hassan Mangalore Rail Development Company Limited

S N SRINIVASA

Company Secretary

HMRDC

HASSAN MANGALORE RAIL DEVELOPMENT COMPANY LTD

(A Joint Venture of Ministry of Railways & Govt. of Karnataka)

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TENDER DOCUMENT FOR DESIGN, DEVELOPMENT, TESTING, IMPLEMENTATION & AMC OF FREIGHT ACCOUNTING INFORMATION TOOL OF HMRDC

Tender Document No. HMRDC/Operating/06/FS/2019 Dated: 1st July 2019.

Last date of Tender is 18th July, 2019 @ 3.00 pm

ISSUED BY

Hassan Mangalore Development Company Limited Regd. Office: MSIL House, 7th Floor, #36, Cunningham Road, Bangalore – 560 052

Tel: +91-80-2237 0581, Fax: +91-80-2237 0582, website: hmrdc.com
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E-mail: ceohmrdc@gmail.com

Note: This document contains a total of 40 pages. No change in the document by the tenderer is permissible

Page **1** of **40**

INDEX

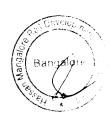
Section	Contents	Page No.
	Tender Information Sheet	3 - 3
Section-1	Introduction	4 - 4
	Tender information and Instructions to	
Section-2	Tenderers	5 -13
Section-3	Tender Evaluation	14 - 14
Section-4	Special conditions of Contract	15 - 20
Section 5	General Conditions of Contract	21 - 29
Section-6	Formats for submission of Tender	30 - 40



Tender Information Sheet

Document Description	Tender Document for "DESIGN, DEVELOPMENT, TESTING, IMPLEMENTATION & AMC OF FAITH (FREIGHT ACCOUNTING INFORMATION TOOL OF HMRDC) SOFTWARE OF HMRDC"			
Tender No.& Date	No. HMRDC/Operating/06/FS/2019, Dt 01.07.2019.			
Last date & Time of Submission of Response to Tender Document	18.07.2019 at 1500 hours.			
Tender Opening Date	18.07.12019 at 1515 hours			
Validity of Tender	90 (Ninety) days from the date of opening of tender.			
Earnest Money Deposit	Rs 2000/- (Rs Two thousand only) in the form of Demand Draft/Pay order favouring HMRDC payable at Bangalore.			
Address for submission of Response to Tender Document	The Company Secretary, Hassan Mangalore Rail Development Company, MSIL House, 7 th Floor, #36, Cunningham Road, Bangalore – 560 052			

<u>Important Note:</u> Prospective Software/Application Developers (Tenderers) are requested to remain updated for any notices/amendments/clarifications etc. to the Tender Document through the websites <u>www.hmrdc.com</u> No separate notifications will be issued for such notices/amendments/clarifications etc. in the print media or individually.



Section 1

INTRODUCTION

1. INTRODUCTION

HMRDC was incorporated on 1st July 2003 as a Joint Venture SPV with equal equity participation by the Ministry of Railways and Government of Karnataka with the objective of development, financing, designing, construction, operation and maintenance of the Broad-Gauge rail link connectivity between Hassan and Mangalore (referred to as "Project Railway"). The Shareholders Agreement was signed by the Company with the Ministry of Railways, Government of Karnataka and Rail Infrastructure Development Company (Karnataka) Limited on 23rd October 2003. M/s. New Mangalore Port Trust and M/s. Mineral Enterprises Limited have become strategic partners by contributing 10.00 Crores each towards equity share capital constituting 18% of the total equity share capital of the Company.

For the purposes of implementing the Project Railway, Ministry of Railways (MoR) has granted concession rights to the Company for the above activities vide Concession Agreement dated 18th March 2004. The concession is for a period of 32 years from the date of the Agreement. In order to fulfil its construction obligations, the Company has entered into a Construction Agreement dated 18th March 2004 with South Western Railway (SWR), whereby SWR were appointed as the Engineering, Procurement and Construction (EPC) Agents for the Project Railway.

The Company has entered into an Operations & Maintenance Agreement with South Western Railway on 18th March 2004 whereby SWR has been appointed as the operations and maintenance agency to operate the goods train services on the line and undertake maintenance of project assets till the end of the concession period. The railway line was commissioned for Operation of freight services in May 2006 after completion of gauge conversion of the Project Railway.

HMRDC desires to upgrade its existing system of freight accounting information tool software which is used for entering of trains data, commodity details, station details, party details, wagon details, loco details, section details, and in turn getting reports such as claims, movement, consignment, train position, load/empty month wise/year wise/in between the months & direction wise(up/down) which is on windows 7 platform. HMRDC has upgraded its systems and now using windows 10 platform and also desires to upgrade the software of freight accounting by using all the required licenses. HMRDC is inviting proposal from interested software development consultants/companies/firms etc., for designing, developing, testing, implementing Freight Accounting Information Tool of HMRDC (FAITH) and to provide AMC.

The application should meet our requirements and any required open source "frameworks" should be used by developer & also any licences required must be taken by developer. Full software "deliverables" shall be the copyright software of HMRDC.

Page **4** of **40**

Section 2

TENDER INFORMATION AND INSTRUCTIONS TO TENDERERS

2. TENDER INFORMATION AND INSTRUCTIONS TO CONSULTANTS

2.01 Obtaining Tender Document:

The Tender document can be downloaded free of cost from the website of the company, www.hmrdc.com.

- a) The Tender shall be submitted in the prescribed form attached to this notice.
- b) Prospective tenderers interested to participate in the tender process are required to submit their competitive quotes in response to this Tender Document.

2.02 Tender Submission date and Opening date

The Tenderers shall submit their competitive quotation in a sealed envelope in the format enclosed with this Tender Document. The last date for submission of tender is as mentioned in the Tender information Sheet. No tender quotation shall be accepted after the date and time mentioned above. The tender quotations shall be opened on the same day as mentioned in the Tender Information Sheet.

2.03 Documents to be signed and submitted by Tenderers

The quotation shall be signed by the individual legally authorized to enter into commitments on behalf of the Tenderer. Only one quotation is permitted to be submitted by a person/firm/company.

The Tenderers are advised to examine the various conditions and submit necessary documents accordingly. In case of non-submission of any of the desired information, tenders may not be qualified for which HMRDC reserves its right to accept or reject.

Page 5 of 40

2.4.1 Basic documents:

- 1. Letter of authorization in favour of the person to sign this tender and represent his/her company for this contract.
- 2. Duly signed Tender Format by the Authorized signatory.
- 3. Earnest Money Deposit of Rs 2000/- (Rs two thousand only) in the form of Demand Draft/Pay order favouring HMRDC payable at Bangalore.

2.4.2 Documents in Support of Eligibility:

- 1. Copy of Certification of Incorporation, Memorandum and Articles of Association / Partnership Deed in case of Company/Partnership firm.
- 2. Copy of GST registration certificate and PAN.
- 3. Contact details of the registered office and Branch Office if any in Bangalore.

2.05 Validity of the Response to Tender Document

The Tenderer shall submit the response to Tender Document which shall remain valid up to Ninety (90) days from the date of opening of tender. HMRDC reserves the right to reject any response to Tender Document which does not meet the above-mentioned validity requirement.

2.06 Selection of successful Bidder

After tender opening, the quotations submitted shall be evaluated by HMRDC on the basis of the total quote for the software as well as AMC for the next 4 years. The evaluation of tender quotations shall be carried out as described in Section 3.

2.07 Earnest Money Deposit (EMD)

- The tenderer shall be required to submit an EMD of Rs 2000/- (Rs two thousand only) by way of DD/Pay order favouring HMRDC, for the due performance of stipulation for keeping the offer open till such date as specified in the tender. Tenders not accompanied with earnest money deposit as provided in the Tender Information Sheet shall be summarily rejected.
- ii) It shall be understood by the tenderer that the tenderer is permitted to quote his rate in considerations of the stipulation on his/her part, that after submitting his/her tender, he/she will not hold back from his offer or modify the terms and conditions thereof in a manner not acceptable to HMRDC.

Page **6** of **40**



- iii) Should the tenderer fail to observe or comply with the said stipulation, the EMD amount shall be liable to be forfeited.
- iv) The EMD of the successful tenderer will be returned after submission of Security Deposit upto 5% of contract amount or the EMD will be adjusted against the Security Deposit amount.
- v) The EMD of the unsuccessful tenderers shall be returned to them within one month of issue of LoA to the successful tenderer. But HMRDC will not be liable to pay any interest thereon.
- vi) In case it is found that, the tenderer/s has furnished misleading/wrong or fraudulent information / documents or information furnished by them is not found to be true, the Earnest Money of the tenderer/s will be forfeited.

2.08 Security Deposit (SD):

Selected tenderer will have to submit Security Deposit equivalent to 5% (Five percent) of total cost of whole work excluding AMC amount as per the LoA in the form of FDR or Bank Guarantee within 5 days of issue of letter for acceptance. The selected tenderer can also confirm in writing authorising the HMRDC to deduct the amount of security deposit from the 1st bill of the successful tenderer. Failure to submit Security Deposit or authorisation to deduct SD from the 1st Bill as stated above will result in termination of award of work/contract. Further, Security Deposit will be valid for 5 years from the date of completion of the contract. The Security Deposit will be refunded within 60 days after satisfactory completion of the contract period of 5 years from the date of completion of the contract. The Security Deposit shall be interest-free and the successful tenderer is not entitled to any interest thereon.

2.09 Tender selection process:

The tenderers shall submit their sealed tender quotations in a separate sealed envelope. The tenders not accompanied with EMD will be summarily rejected.

2.10 Financial Quote

The prices quoted in the tender should be without any conditions.

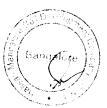
i) The quotation shall be in format prescribed and price quote must be filled in completely, without any error, erasures or alterations as per the specified format given in section 6 Format 2.



- ii) The Financial quote shall be on a fixed price basis, no price variation should be asked on account of any reasons. The quote shall also provide details of GST etc.,
- iii) Price quotation accompanied by vague and conditional expression will be treated as invalid and shall be liable for rejection.
- iv) The envelope containing the tender quotation shall be superscribed as "Tender for Design, Development, Testing, implementation & AMC of FAITH software" and handed over at HMRDC office on or before the last date and time mentioned above. In addition to the above, the envelope shall also contain the name and address of the tenderer.
- v) Prices quoted will be firm for the entire period of Contract.
- vi) It is the responsibility of the Tenderers to clearly identify all costs associated with any item or series of items in this Tender Document and submit the total cost in the tender quotation.
- vii) The quotation should include incidental charges and customization charges if any.
- viii) The tenderer shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the unit rate mentioned in the words shall be taken as final and binding.
- ix) In the event of arithmetic calculation mistake, the individual price in words shall be considered for calculation.
- x) The tenderer must fill and submit the rates as per instructions given above. If the tenderer does not quote a price/rate for any item in the quotation, his tender may be summarily rejected. The tenderer shall not make any addition or alteration in the tender quotation formats. The requisite details should be filled in by the tenderer wherever required in the tender quotation documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected.

2.11 Non-Transferable

Neither the contract nor any rights granted under the contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the successful tenderer, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect. The successful tenderer shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required to be done by the successful tenderer under the contract.



Page 8 of 40

2.12 Deviations

The tenderer should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original tender notice. No deviations of any kind will be entertained in the tender quotation.

2.13 Deadline for submission of Tender

The tender duly filled must be received by HMRDC at the address specified not later than the date and time mentioned in the "Tender Information Sheet". Tender received later than the deadline prescribed for submission of tender by HMRDC will be rejected.

2.14 Withdrawal of Tender

No Tender can be withdrawn after submission and during tender validity period. Submission of a tender by a tenderer implies that he had read all the tender documents including amendments if any, has made himself aware of the scope and specifications of the Design, Development, Testing, implementation & AMC of FAITH software and other factors having any bearing on the execution thereof.

2.15 Opening of Tender

Tenders will be opened at the address mentioned in "Tender Information Sheet" in presence of tenderers or authorized representatives of tenderers who wish to attend the opening of tenders.

Tenderers or their authorized representatives who are present shall sign register in evidence of their attendance.

Tenderer's name, presence or absence of requisite documents, total cost of project quoted or any other details as HMRDC may consider appropriate will be announced and recorded at the time of tender opening.

2.16 Clarification of the Tender Quotation

To assist the examination, evaluation and comparison of the tenders, HMRDC may at its discretion ask the tenderers for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on the tenderer.

2.17 Examination of the Tenders

HMRDC shall determine whether each tender is of acceptable quality, is generally complete and is substantially responsive to the tender documents. For purposes of this determination, a substantially responsive tender is one that conforms to all the terms, conditions and specifications of the tender documents without material deviations, objections, conditionally or reservation. If a tender is not substantially responsive, it shall be rejected by the HMRDC. In case of tenders containing any conditions or deviations or reservations about contents of tender document, HMRDC may ask for withdrawal of such conditions/deviations/reservations. If the tenderer does not withdraw such conditions/deviations/ reservations, the tender shall be treated as nonresponsive.

HMRDC's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

2.18 Canvassing

No tenderer is permitted to canvass to HMRDC on any matter relating to this tender. Any tenderer found doing so may be disqualified and his tender may be rejected.

2.19 Award of Contract

HMRDC shall issue LoA (Letter of Award) within 10 days from the closing date of tender in token of acceptance of the tender quotation to the successful tenderer in writing by a Registered Letter/Courier/Speed Post or per bearer. This shall constitute a legal and binding contract between HMRDC and the successful tenderer.

Successful tenderer shall execute a signed and stamped Contract Agreement on stamp paper of requisite value in favour of HMRDC within 7 days from the receipt of letter of Award and shall commence the work. The entire work shall be completed within 2 months from the date of entering into contract agreement.

2.20 Method of Submission

The response to Tender Document is to be in the following manner: -

i) Covering letter: - The covering letter shall be in the format 1 as prescribed and placed in the sealed envelope superscribed as "Tender for Design, Development, Testing, implementation & AMC of FAITH Software" along with a DD/Pay order towards EMD;

It should be addressed to HMRDC and shall contain:

- A. Covering Letter as per Format A.
- B. DD/Pay order Rs. 2000/- towards the EMD

Page **10** of **40**

ii) "Financial Quotation" – The Financial quotation as per format 2 shall be enclosed to the covering letter as stated above.

<u>Important note</u>: The tenderers shall not deviate from the naming and the numbering formats mentioned above, in any manner.

2.21 Clarifications/Enquires/ Amendments

- (i) Clarifications if any, on Tender Document may be sought at the address mentioned in the Tender Information Sheet.
- (ii) Amendment/s if any will be uploaded in the website of HMRDC for information of all concerned i.e. www.hmrdc.com All are requested to remain updated with the website. No separate reply/intimation will be given for the above, elsewhere.

2.22 Right of HMRDC to reject a Tender

HMRDC reserves the right to reject any or all of the responses to Tender Document or cancel the Tender Document without assigning any reasons whatsoever and without any liability.

2.23 Cancellation of Contract

- i) The HMRDC reserves the right to cancel the contract of the successful tenderer and recover expenditure incurred by the HMRDC on the following circumstances:
- ii) The successful tenderer commits a breach of any of the terms and conditions of the contract.
- iii) The successful tenderer goes into liquidation voluntarily or otherwise.
- iv) The progress regarding execution of the contract, made by the successful tenderer is found to be unsatisfactory.
- v) After the award of the contract, if the successful tenderer does not perform satisfactorily or delays execution of the contract, the HMRDC reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the successful tenderer is bound to make good the additional expenditure, which the HMRDC may have to incur to carry out contract process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.
- vi) HMRDC reserves the right to recover any dues payable by the successful tenderer from any amount outstanding to the credit of the successful tenderer, under this contract or any other contract/order.

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vii) The Security Deposit will be returned to the successful tenderer without any interest on performance and completion of the contract and on fulfilment of warranty obligations for the complete terms and period of the contract.

2.24 Important notes and instructions to Tenderers

- a. Wherever information has been sought in specified formats, the Tenderers shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- b. If the Tenderer conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to Tender Document, in any manner whatsoever, HMRDC reserves the right to reject such response to Tender Document and/or cancel the Letter of Award, if issued and the EMD/SD provided upto that stage shall be en-cashed. Tenderer shall be solely responsible for disqualification based on their declaration in the submission of response to Tender Document.
- c. Response submitted by the Tenderer shall become the property of the HMRDC and the HMRDC shall have no obligation to return the same to the Tenderer. However, the EMDs submitted by unsuccessful tenderers shall be returned as specified in Clause 2.7.
- d. All pages of the response to Tender Document submitted must be signed and stamped by the authorized person on behalf of the Tenderer.
- e. Tenderer may carefully note that they are liable to be disqualified at any time during tendering process in case any of the information furnished by them is not found to be true. The decision of HMRDC in this respect shall be final and binding.
- f. The Tenderer must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the contract. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
- g. HMRDC may at its discretion extend the deadline for submission of the tenders at any time before the time of submission of the tenders.
- h. Tenderers shall mention the name of the contact person and complete address of the tenderer in the covering letter.



Page 12 of 40

- i. Response to Tender Document that are incomplete, which do not substantially meet the requirements prescribed in this Tender Document, will be liable for rejection by HMRDC.
- j. Tenderers delaying in submission of additional information or clarifications sought will be liable for rejection.
- k. Non submission and/or submission of incomplete data/ information required under the provisions of Tender Document shall not be construed as waiver on the part of HMRDC of the obligation of the Tenderer to furnish the said data/information unless the waiver is in writing.
- 1. Only Bangalore Courts shall have exclusive jurisdiction in all matters pertaining to this Tender.
- m. HMRDC reserves the right to delete items from the schedule of requirements specified in the tender. HMRDC also reserves the right to alter the quantity and vary specifications.
- n. HMRDC reserves the right to make any changes in the terms and conditions of the tender.
- o. HMRDC shall be under no obligation to accept the lowest or any other offer, including those received late or incomplete offers, without assigning any reason whatsoever.
- p. HMRDC will not be obliged to meet and have discussions with any tenderer, and or to listen to any representations.



Section 3

TENDER EVALUATION

3. TENDER EVALUATION

The tenders, which are determined as substantially responsive, shall be evaluated by the HMRDC for technical compliance and then price aspects. The tenderer must submit all necessary authentic data with necessary supporting certificates, if any, failing which his tender is liable to be rejected.

Representative of qualified tenderers desirous of attending the tender opening may visit on the tender opening date at the office of HMRDC.

The complete financial proposal as per the format shall be submitted.

Evaluation of the tender will be done on the basis of total price inclusive of all taxes & duties quoted for design, development, testing, implementation & AMC of the FAITH software as per the format prescribed in the tender document. Contract will be awarded to the tenderer, whose commercial offer (TOTAL) as per the quotation has been determined to be lowest. The company will pay the AMC amount on yearly basis after successful completion of the 1st year warranty period. The tenderer shall quote the total software development, design, testing, implementation charges together and shall also quote the AMC charges each year for 4 years separately as per the tender format prescribed. It is hereby informed that the Security Deposit of 5% shall be calculated on the total contract amount excluding the AMC charges for 4 years.



Section 4

SPECIAL CONDITIONS OF CONTRACT (SCC)

4. SPECIAL CONDITIONS OF CONTRACT

4.01. Purpose and Scope of the project

The scope of the project is to design, develop, test and implement FAITH software in HMRDC as described in this tender notice & to provide warranty for the 1st year and AMC for the next 4 years. Some of the important guidelines which the software should meet are:

- 1. Software should be designed in a way that it will permit HMRDC officials to update the content/pages easily and quickly using a web-based interface.
- 2. Software should have user identity management facility.
- 3. Link existing data to the newly designed software.
- 4. Domain name registration of the software.
- 5. The application should meet our requirements and any required open source "frameworks" should be used by developer & also any licences required must be taken by developer. Full software "deliverables" shall be the copyright software of HMRDC and HMRDC shall have full proprietary and intellectual property rights over the said software.
- 6. Software should allow the users to upload, access and navigate the information easily.
- 7. HMRDC logos, or any other logo as decided by HMRDC, should be displayed prominently throughout the running of software.
- 8. It should contain in site archive functions, filter options to maximise the search.
- 9. Software must be compatible with all the currently available browsers and no plugins are to be required as default to access the portal.
- 10. Testing to be done on all applicable platforms to ensure that software is stable and runs fast on all.

- 11. Software must be safe and secure and free of any malware, adware or any such unsecure and unwanted scripts. Security audit and testing of the software at regular intervals to keep it secure shall be ensured.
- 12. It should support users to print or email pages.
- 13. Broad design of the software to be generic type and different types of categories of contents/user to be maintained by Software-admin with the facility of addition, deletion, edit, restoring and hide from public view.
- 14. The design and facilities of the software to be fully in compliance with the Information Technology Act and rules made from time to time and any other acts concerning the software and should be based on **open source software**.
- 15. The successful tenderer may submit the **Prototype Model of the software based on the concept/intent** of the tendered document and submit a presentation on the prototype model before undertaking the work.
- 16. Web-admin and other content managers with admin rights should be given the brief report for the selected user on the basis of web content, time spent, periodicity of visit in order to decide the premium of the content.
- 17. Registering of users may be automated by using sending "OTP" password to requesting users using mobile telephony and similarly credentials may also to be forwarded on the mobile phone only in order for the website to maintain verified confirmed mobile number database of stake holders.
- 18. Security audit of the software and its server may be conducted by NICSI empanelled vendors as and when required by HMRDC.
- 19. The Software shall be provided with full security on the server with antivirus and firewall. The windows server sufficient enough for our requirement with next 5 years in view shall be provided. The server shall have a minimum space of 50 GB.
- 20. The successful tenderer shall provide support for the software for the entire agreement duration during the 1st year and shall provide Annual Maintenance contract for the next 4 years to maintain and to provide for any additional new requirements without any extra cost. The support should be included in the quote with software and no additional cost shall be paid for the support. The company will have minimum future changes/requirements and such future update/changes/functionalities in the software shall be attended at no extra cost.

In addition to above, the successful tenderer should develop appropriate training material in order to train back-end administrative and user interfaces.

Page 16 of 40

4.02. Feature, contents & structure of FAITH SOFTWARE

HMRDC desires to upgrade its existing system of freight accounting information technology software which is used for entering of trains data, commodity details, station details, party details, wagon details, loco details, section details and in turn getting reports such as claims, movement, consignment, train position, load/empty month wise/year wise/in between the months & direction wise(up/down) which is on windows 7 platform. HMRDC has upgraded its systems and now using windows 10 platform and also desires to upgrade the software of freight accounting by using any required open source "frameworks" and any licences required must be taken by the developer.

The software shall display full particulars relating to transaction details, Trains & Booking details, Train details, Commodity details, Station details, Party details, Wagon details, Loco details, Section details, User management, Reports, Cost details, Master details etc., and further additional details as required by the Company. The screenshots of the existing Faith software with flow chart presently being used & the facilities required by the Company is enclosed as an annexure to this tender notification. The tenderers may see the present set up of the software before quoting the rates.

Benefits of FAITH software:

- a) It facilitates the apportioned share of HMRDC out of the total freight collected by the Railways.
- b) It facilitates to calculate the O&M cost.
- c) It helps in comparison of the movement of trains, revenue, tonnage and O&M cost.
- d) It helps in determination of GTKMs, wagon days etc.,.
- e) It facilitates to calculate commodity wise revenue and its cost.

4.03 General Constraints

There are a few constraints which the system must abide by during development. The system must be developed within their bounds. These constraints may dictate a number of the functional and non-functional requirements to be specified in later stage. These constraints are important to be aware of during the implementation of the software system.

The system shall be developed for use of web enabled portal applications. This shall not be limiting the ability for real time updates to the system.

- The system shall be developed in open source or windows environment.
- Data must be stored in a relational database for quick queries and storage.

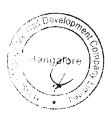
- Passwords shall be sent and stored in encrypted form.
- Some users are authorized users while some are non-authorized users.
 Non-authorized users will not see other user's information.
- The system shall be robust enough to handle all type of data.
- The system shall be able to send email/sms notifications to any common email/sms server promptly and correctly whenever necessary.
- Server Client communication must be done over TCP connections
- System must be error/bug free at the time of production use.
- The system will take care of removal of duplicate records and well standard optimized DB/schema design.

4.04 Assumptions and Dependencies

- System will be installed on a machine running Windows (Windows operating system, IIS and MSSQL)
- System will have user friendly attractive interface, browser independent.
- System will have data records import/export facility to and from spread sheets through GUI only.
- System will be able to store image/scanned docs into database in less uniform size with acceptable resolutions.
- System shall have capability to migrate and process existing data.

4.05 Specific Requirements

The system will have common home/login page for every user. The existing every user will enter user name, password, captcha (to avoid computer as a robot user) to log into the system. This minimum information will be updated by admin user at respective level. In case of forgot username or password, system admin will have the facility to reset the password.



4.06. Deliverables

- 1. Software Requirement Specification Document and Design Document.
- 2. Prototype of the solution.
- 3. Live software working as required.
- 4. Source code in Pen drive.
- 5. Testing report with security audit report.
- 6. Onsite Training.
- 7. User Manual.

4.07. Project Duration

Duration proposed for the project is 60 days from the award of the project by HMRDC and one-year support post Go-Live. The proposed mile stones are:

- Milestone 1 Portal design consisting of information architecture, visual design, usability and other related items – 15 Days from award of the project.
- Milestone 2 Portal development consisting of creation of software pages, scripts, databases, CMS development etc.– 15 **Days from Milestone 1**.
- Milestone 3 Portal Testing ensuring the functionality and compatibility –
 15 Days from Milestone 2.
- Milestone 4 Hosted portal, source code, user manuals, training 15 Days from Milestone 3.
- The successful tenderer shall maintain the software free of cost for one year which is the guarantee period. Even after completion of the guarantee period of one year, the successful tenderer shall assist the company in case of any defect/problems faced. The successful tenderer shall also undertake AMC for the next 4 years as per the tender quotations.



4.08. Payment Structure

The payment will be released in 4 instalments as detailed below:

- a) 10% after completion of Milestone 1.
- b) 20% after completion of Milestone 2.
- c) 30% after completion of Milestone 3.
- d) 35% after completion of Milestone 4

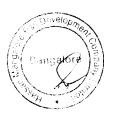
The security deposit @ 5% of the total contract value shall be released only after the warranty & AMC period of one plus four years from the date of completion of entire design, development, testing and implementation of FAITH software.

Payment will be released only on submission of Invoice/Bill duly completed in all respect.

4.09. Penalties

If the vendor fails to complete in full, all delivery and implementation according to the project schedule, HMRDC reserves the right to recover from the successful tenderer any damages/extra expenditures which the Company may incur to cure the failure of the successful tenderer. The HMRDC will have the right to terminate the contract in case of delay in completing the project by the successful tenderer and get the same executed from market at the risk and cost of the successful tenderer.

HMRDC would deduct from the amount due for payment to the successful tenderer, the amount charged as penalty for non-compliance of the contract conditions. If the amount of such penalty exceeds the payments due to the successful tenderer, the successful tenderer shall within 15 days make the full payment to HMRDC. If the successful tenderer fails to pay penalty amounts due to HMRDC, HMRDC reserves the right to take legal action on the defaulted tenderer at his risk and cost.



SECTION 5

General Conditions of Contract (GCC)

5.01. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

5.02. Language of Bid

The tender prepared by the tenderer shall be in the format prescribed and shall be in English language. The tender shall accompany any supporting documents as may be required.

5.03. Penalties

In case of any default or delay in completing the project within the stipulated time, HMRDC reserves the right to recover the damages/extra expenditures incurred in getting the same done through others from the Successful Tenderer.

5.04. Use of Contract Documents and Information; Inspection and Audit by the Government

- 5.4.1. The Successful tenderer shall not, without HMRDC's prior written consent, disclose the Contract, or any provision thereof, or any plan or information furnished by or on behalf of HMRDC in connection therewith, to any person other than a person(s) employed by the Successful tenderer in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.4.2. The Successful tenderer shall permit HMRDC to inspect the Successful Tenderer's accounts and records relating to the performance of the Successful Tenderer and to have them audited by auditors appointed by HMRDC, if so, required by HMRDC.

5.05. Security Deposit:

- **5.5.1**. Within 5 days of receipt of the Notification of Award from HMRDC, the Successful Tenderer shall furnish Security Deposit as stated in para 2.8 above to HMRDC and comply with the same.
- **5.5.2.** Security Deposit shall be forfeited by HMRDC in the event of Successful Tenderer's failure to complete its obligations under the Contract or breach of contract conditions. This may be in addition to the application of Penalties which HMRDC may recover.
- **5.5.3**. In the event of any contract amendment for the period of contract, the Successful Tenderer, shall, within 5 days of receipt of such amendment, furnish the amendment to the Security Deposit in line with GCC clause 5.5.1 mentioned above.

5.06. Inspections

- **5.6.1**. Inspection of Works and Services: HMRDC or its representative shall have the right to inspect the works of the Successful Tenderer to confirm their conformity to the Contract specifications at no extra cost to HMRDC.
- **5.6.2**. All reasonable Works and assistance, including access to data shall be furnished to the representatives of HMRDC at no cost to HMRDC.

5.07. Delivery

The successful tenderer shall complete and deliver all project deliverables within the project period stipulated above.

5.08. Payment

- **5.8.1**. The Successful Tenderer's request(s) for payment shall be made to HMRDC in writing, accompanied by an invoice describing, as appropriate, and upon fulfilment of other obligations stipulated in the contract.
- **5.8.2**. Payment will be based on the rates quoted by the Successful Tenderer in his quotation & accepted by HMRDC.
- 5.8.3. Payments shall be made promptly by HMRDC to the Successful Tenderer subject to verification & approval by HMRDC upon completion of entire work or at the completion of each stage of work as per the contract.
- **5.8.4**. Payment shall be made in Indian Rupees.



Page 22 of 40

- 5.8.5. In the event of excess release of funds to Successful Tenderer, HMRDC shall demand and recover from Successful Tenderer such excess disbursements and Successful Tenderer would be liable to refund the excess disbursements within a period of 10 days of ascertainment of final amount.
- **5.8.6.** Taxes, if any, as applicable shall be deducted at source from all the payments made to the Successful Tenderer.

5.09. Prices

Price mentioned in the Notification of Award shall be firm and not subject to escalations till the execution of the complete order and its subsequent amendments accepted by the Successful Tenderer.

5.10. Contract Amendments

No variation in or modification of the terms of the Contract shall be accepted except by amendment issued by HMRDC.

5.11. Assignment

The Successful Tenderer shall not assign, in whole or in part, its obligations to perform under the Contract, except with HMRDC's prior written consent.

5.12. Time of completion

The Work covered by this Contract shall be completed as mentioned in this document. HMRDC may also issue instructions to the Successful Tenderer from time to time which shall also be complied.

5.13. Default in Contracts obligation

- 5.13.1 In case of any default or delay in performing any of the contract obligation, HMRDC reserves the right to recover the actual damages/loss from the successful Tenderer.
- **5.13.2.** In addition to the above, HMRDC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Successful Tenderer, terminate the Contract in whole or part under the following circumstances:
 - i) If the Successful Tenderer fails to deliver any or all of the Work as required by HMRDC.

Page **23** of **40**

- ii) If the Successful Tenderer fails to perform any other obligation(s)/duties under the Contract.
- iii) If the Successful Tenderer, in the judgment of HMRDC has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

5.15. Force Majeure

- **5.15.1**. Notwithstanding the provisions of tender, the Successful Tenderer shall not be liable for Penalties or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 5.15.2. For purpose of this clause, "Force majeure" means an event beyond the control of the Successful Tenderer and not involving the Successful Tenderer's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions etc. Whether a "Force majeure" situation exists or not, shall be decided by HMRDC and its decision shall be final and binding on the Successful Tenderer and all other concerned.
- 5.15.3 In the event that the Successful Tenderer is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond six months, HMRDC has the right to terminate the contract.
- **5.15.4.** If a force majeure situation arises, the Successful Tenderer shall notify HMRDC in writing promptly, not later than 14 days from the date such situation arises. The Successful Tenderer shall notify HMRDC not later than 3 days of cessation of force majeure conditions. After examining the cases, HMRDC shall decide and grant suitable additional time for the completion of the Work, if required.

5.16. Termination for Insolvency

HMRDC may at any time terminate the Contract by giving written notice to the Successful Tenderer, if the Successful Tenderer becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Tenderer, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to HMRDC.



Page **24** of **40**

5.17. Termination for Convenience

HMRDC, by written notice sent to the Successful Tenderer, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for HMRDC's convenience, the extent to which performance of the Successful Tenderer under the Contract is terminated, and the date upon which such termination becomes effective.

5.18. Award Criteria

HMRDC will award the Contract on turnkey basis to the Successful Tenderer whose rate has been determined to be substantially responsive and has been determined as the lowest evaluated price.

5.19. Notification of Award/Letter of Award

Prior to the expiration of the period of Tender validity, HMRDC will issue Notification of Award of Contract to the Successful Tenderer in writing by letter or by fax/Email, to be confirmed in writing by letter, that its Tender has been accepted.

The Notification of award will constitute the formation of the Contract and the awardee would be required to acknowledge the same and send the Duplicate copy, duly stamped and signed by the Authorized signatory.

5.20. Successful Tenderer Integrity:

The Successful Tenderer is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

5.21. Successful Tenderer's Obligations:

- 5.21.1. The Successful Tenderer is obliged to work closely with HMRDC's staff, act within its own authority and abide by directives issued by HMRDC. The Successful Tenderer will abide by the statutory norms/Govt. rules prevalent in India and will free HMRDC from all demands or responsibilities the cause of which is the Successful Tenderer's negligence. The Successful Tenderer will pay all indemnities arising from such incidents and will not hold HMRDC responsible or obligated.
- **5.21.2.** The Successful Tenderer will treat as confidential all data and information about HMRDC, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of HMRDC.

5.22. Settlement of Disputes

5.22.1 If any dispute of any kind whatsoever shall arise between HMRDC and Successful Tenderer in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consultation.

If the same is not resolved through mutual consultation, the same shall be referred to the Sole Arbitrator, appointed by HMRDC. The arbitration shall be conducted in accordance with the provision of the Indian Arbitration and Conciliation Act, 1996.

- **5.22.2** The Arbitrator may from the time to time, with the consent of all parties extend the time in making the award.
- **5.22.3** The cost incidental to the arbitration shall be at the discretion of the Arbitrator. The arbitration shall be conducted at Bangalore.
- **5.22.4**. Notwithstanding any dispute between the parties Successful Tenderer shall not be entitled to withhold, delay or defer his obligation under the contract and same shall be carried out strictly in accordance with the terms & conditions of the contract.
- **5.22.5**. The arbitrator shall give his speaking or reasoned award with respect to the disputes referred to him by either of the parties.
- **5.22.6**. If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in GCC Clause 5.24 (Applicable Law) and a substitute shall be appointed in the same manner as the original arbitrator.
- **5.22.7**. Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be Bangalore.
- **5.22.8**. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless otherwise agreed mutually.



Page **26** of **40**

5.23. Governing Language

The contract shall be written in English language, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

5.24. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India.

5.25. Notices

- 5.25.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by email and confirmed in writing to the other Party's address specified in Tender quotation.
- **5.25.2** A notice shall be effective when delivered or on the notice's effective date, whichever is later.

5.26. Taxes and Duties

Except as otherwise specifically provided in the Contract, the Successful Tenderer shall bear & pay all taxes, duties, levies and charges including GST if applicable in connection with the completion of the contract. Any taxes & duties shall be to the Successful Tenderer's account and no separate claim in this regard will be entertained by HMRDC.

5.27. Successors and Assigns:

In case HMRDC or Successful Tenderer undergoes any merger or amalgamation or a scheme of arrangement or similar re-organization by an order / decree of court & this contract is assigned to any entity (ies) partly or wholly, the contract shall be binding mutatis mutandis upon the successor entities & shall continue to remain valid with respect to obligation of the successor entities.

5.28. Severability:

It is stated that each paragraph, clause, sub-clause, schedule or annexure of this contract shall be deemed severable & in the event of the unenforceability of any paragraph, clause, sub-clause, schedule or the remaining part of the paragraph, clause, sub-clause, schedule, annexure & rest of the contract shall continue to be in full force & effect.

5.29. Counterparts:

This contract may be executed in one or more counterparts, each of which shall be deemed an original & all of which collectively shall be deemed one of the same instruments.

5.30. Rights & remedies under the contract only for the parties:

This contract is not intended & shall not be construed to confer on any person other than HMRDC & Successful Tenderer hereto, any rights and / or remedies herein.

5.31. Statutory Acts

- **5.31.1**. All legal formalities are to be obtained prior to and or during the commencement of work by the Successful Tenderer for the successful execution of the said Work.
- **5.31.2**. The Successful Tenderer shall comply with all the Acts & rules and regulations, laws and by-laws framed by State/ Central Government/ organization. HMRDC shall have no liabilities in this regard.

5.32. Tenderer to Inform himself

The tenderer shall be deemed to have satisfied himself about the detailed job content, the conditions and circumstances affecting the contract prices and the possibility of executing the works as shown and described in the tender.

5.32. Compliance of Govt. Regulations

The Successful Tenderer should execute and deliver such documents as may be needed by HMRDC in evidence of compliance of all laws, rules and regulations required for reference. Any liability arising out of contravention of any of the laws on executing this order shall be the sole responsibility of the Successful Tenderer and HMRDC shall not be responsible in any manner whatsoever.

5.33. Successful Tenderer Liability

Successful Tenderer hereby accepts full responsibility and indemnifies HMRDC and shall hold HMRDC harmless from all acts of omissions and commissions on the part of the Successful Tenderer, his agents, his sub contactors and employees in execution of the work. The Successful Tenderer also agrees to defend and hereby undertakes to indemnify HMRDC and also hold him harmless from any and all claims arising out of or in connection with the performance of the work under the Notification of Award.



5.34. Indemnity Damages and Insurance

The tenderer shall indemnify and make harmless the owner or the Officer, their agents or employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him or the owner by reason or any act or commission of the said tenderer, his agents or employees in the execution of the work.

5.35. IPR & OWNERSHIP RIGHTS.

The entire software developed under this contract shall be property of HMRDC and it will not under any circumstance be commercially distributed or exploited by the Successful Tenderer in direct or modified form.

All the data, material, information and documents collected / generated during development / implementation / testing of all the components of the project and the application software developed by the successful tenderer under this contract shall be exclusive "Intellectual Property" of HMRDC and shall be vested in HMRDC. All rights are reserved to HMRDC as per IT Act 2000.

The successful Tenderer shall handover all data, material, information and documents (including SRS documents, design documents, database design / diagrams, the source code with Third Party controls/software, etc.) collected / generated during development/implementation of the project to HMRDC immediately after development / implementation of project.

The application software and the source code with version control system shall be submitted separately in a Pen drive to HMRDC immediately after development/implementation of project

The successful Tenderer should handover all login password, authentication etc., after successful implementation of the project.

The Successful tenderer shall sign the Non- Disclosure Agreement with HMRDC as per format 4.

Section 6

FORMATS FOR TENDER SUBMISSION

6.0 FORMATS FOR TENDER SUBMISSION

The following formats are required to be submitted as part of the Tender Document. These formats are designed to demonstrate the Tenderer's compliance with the Qualification Requirements set forth in Section 2 and other submission requirements specified in the Tender Document.

- i. Format of Covering Letter (Format 1)
- ii. Format of Financial Quotation (Format 2)
- iii. Format for Draft Contract Agreement (Format 3)
- iv. Non-disclosure Agreement (Format 4)

The Tenderer may use additional sheets to submit the information for his detailed response.



FORMAT-1

Covering Letter

(The covering letter should be on the Letter Head of the Tenderer)

Date:
Reference No:
From: (Insert name and address of Tenderer)
Tel.#: Fax#: E-mail address#
То
The Company Secretary, HMRDC, Bangalore.
Sub: Response to Tender Document No dated for "Desigr Development, Testing, Implementation & AMC of FAITH Software of HMRDC."
Dear Sir,
We, the undersigned [insert name of the Tenderer] having read, examined and understood in detail the Tender Document hereby submit our response to Tender Document. We confirm that in response to the aforesaid Tender Document, we have not submitted more than one response to Tender Document including this response to Tender Document.
 We have submitted our response to Tender Document strictly as per Tender Document, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
 We hereby unconditionally and irrevocably agree and accept that the decision made by HMRDC in respect of any matter regarding or arising out of the Tendel Document shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.
3. Familiarity with Relevant Indian Laws & Regulations: We confirm that we

have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to Tender Document, in the event

of our selection as Successful Tenderer.

- 4. We are enclosing herewith our response to the Tender Document with formats duly signed as desired by you in the Tender Document for your consideration.
- 5. It is confirmed that our response to the Tender Document is consistent with all the requirements of submission as stated in the Tender Document and subsequent communications from HMRDC.
- 6. The information submitted in our response to the Tender Document is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the Tender Document.
- 7. We confirm that all the terms and conditions of our Tender are valid for a period of ninety (90) days from the date of opening of tender.
- 8. We have neither made any statement nor provided any information in this Tender, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Tender are true and accurate. In case this is found to be incorrect after our selection as Successful Tenderer, we agree that the same would be treated as a Seller's event of default.

Dated the	day of, 20
Thanking you,	
Yours faithfully,	
(Name, Designation an	d Signature of Authorised Person)



FORMAT- 2 FINANCIAL QUOTATION

(On Tenderer's letter head)

[Date and Reference] To,
The Company Secretary, HMRDC,
Bangalore
Sub: Response to Tender Document No dated for "Design, Development, Testing, Implementation & AMC of FAITH Software of HMRDC."
Dear Sir,
I/ We, (Applicant's name) furnish below the Financial Quotation for selection of my / our company/firm/proprietor for the Design,

I/ We agree that this offer shall remain valid for a period of 90 (Ninety) days from the date of opening of tender or such further period as may be mutually agreed upon.

Development, Testing & Implementation of FAITH Software of HMRDC as a Tenderer.

S.No.	Description	Amount in INR (in figure)	Amount in INR (in words)
1	Design, Development, Testing and implementation of FAITH Software of HMRDC including Maintenance support for one year & training to staff etc.,		
	AMC charges for 4 years after completion of one-year warranty (first year).		
	GST, if any		
	Total		

Note:

- 1) In the event of arithmetic calculation mistake, the individual amount in words shall be considered for calculation.
- 2) The Financial Proposal is submitted strictly as per forms given in the Tender Document.



Authorized Signatory Name Designation Name of the Company Address

FORMAT- 3

Draft Contract Agreement

(To be executed on requisite value of stamp Papers)

IIIIS A	greement i	s made at bang	\underline{yaiore} on the $\underline{}}$		uay or	
2019_						
of the	one part an	d	(Name Tenderer)	of S	Successful Ten	derer)
			of	h	ereinafter calle	d "the
Suppli	er" of the of	ther part.				
Develo called execut	opment, Te "the Works tion and cor	sting & Implems" and has acc mpletion of such	us that certain Wo entation of FAIT epted a Tender works (as well a W THIS AGREE	H Software submitted is guarantee	of HMRDC he by the Supplie e of such works	reinafter r for the) and the
1.			nd expression sh em in the Conditi			
2.		ng documents s Agreement, viz	shall be deemed	to form and	be read / cons	strued as
	b. Ten c. Ten d. Ten e. Ger	der Evaluation	Sheet and Instructions of Contract (GC		rs	
3.	as hereina execute ar	fter mentioned, and complete the	ments to be made the Supplier here works by s with the provisi	eby covenar and rem	nts with the Purnedy any defec	chaser to
4.	execution the Contra subject to	and completion ct Price of Rs such additions provisions of the	venants to pay to of the works and being thereto or deduce Contract at the	d the remed the sum sta ctions there	dying of defects ted in the letter from as may	s therein, of award be made



Page **34** of **40**

5. **Jurisdiction of Court:** The Courts at Bangalore shall have the exclusive jurisdiction to try all disputes arising out this agreement between the parties.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Supplier Signature of the authorized official Name of the official Stamp/Seal of the Supplier For and on behalf of the Purchaser Signature of the authorized official Name of the official Stamp/Seal of the Purchaser

SIGNED, SEALED AND DELIVERED

By the said		By the said		
Namethe Supplier in the p	on behalf of resence of:	Name the Purchaser in Witness	on behalf of the presence of:	
NameAddress		NameAddress		



FORMAT-4

Non-Disclosure Agreement (To be executed on requisite value of stamp Papers)

	re Agreemei	nt ("Non-Disc") is	made	and entered into	day
ofmonth	year	(effective date) by	and be	tween	
HMRDC			hereina ⁻	ter called "the Purchas	er"
of the one part and		(Name	of	Successful Tenderer)
(Address of	Successful	Tenderer)			
,		of		_ hereinafter called "the)
Supplier" of the other	er part.				
Whereas, Purchase	er and Supplie	er have entered inf	o an Ag	reement ("Agreement")	
•	• •	effective	_	, ,	
					for
		: and			TOI
		; and			TO
\M/hereas each par	ty desires to	·	er nartv		
•	•	disclose to the oth		certain information in	oral or
•	ch is prop	disclose to the oth			oral or

NOW, THEREFORE, in consideration of the foregoing and the covenants and

1. Definitions. As used herein:

agreements contained herein, the parties agree as follows:

- (a) The term confidential Information shall include, without limitation, all information and materials, furnished by either Party to the other in connection with citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial 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 the disclosing party's data, computer database, products and/or services. Results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by the receiving party in connection with the Purchaser's Information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force shall also be considered Confidential Information.
- (b) The term "Purchaser" shall include the officers, employees, agents, consultants, contractors and representatives of Department.

Page **36** of **40**

(c) The term "Supplier" shall include the directors, officers, employees, agents, consultants, contractors and representatives of Supplier, including its applicable affiliates and subsidiary companies.

2. Protection of Confidential Information.

With respect to any Confidential Information disclosed to it or to which it has access, Supplier affirms that it shall:

- (a) Use the Confidential Information as necessary only in connection with Project 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 parties take to protect the confidentiality of its own proprietary and confidential information and that of its clients:
- (c) Not to make or retain copy of any commercial or marketing plans, citizen/users/persons/customers database, Proposals developed by or originating from Purchaser or any of the prospective clients of Purchaser except as necessary, under prior written intimation from Purchaser, in connection with the Project, and ensure that any such copy is immediately returned to Purchaser even without express demand from Purchaser to do so:
- (d) Not to 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 other party;
- (e) Return to the other party, or destroy, at Purchaser's discretion, any and all Confidential Information disclosed in a printed 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 upon the earlier to occur of (i) expiration or termination of either party's engagement in the Project, or (ii) the request of the other party therefore.
- (f) Not to discuss with any member of public, media, press or any other person about the nature of arrangement entered between Purchaser and Supplier or the nature of services to be provided by the Supplier to the Purchaser.
- 3. Onus. Supplier 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.



- **4. Exceptions.** These restrictions as enumerated in section 1 of this Agreement shall not apply to any Confidential Information:
 - a. Which is independently developed by Supplier 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 Supplier; or
 - c. Which at the time of disclosure to Supplier was known to such party free of restriction and evidenced by documentation in such party's possession- or
 - d. Which Purchaser 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.
- 5. Remedies. Supplier acknowledges that
 - (a) Any actual or threatened disclosure or use of the Confidential Information by Supplier would be a breach of this agreement and may cause immediate and irreparable harm to Purchaser.
 - (b) Supplier affirms that damages from such disclosure or use by it may be impossible to measure accurately; and
 - (c) Injury sustained by Purchaser may be impossible to calculate and remedy fully. Therefore, Supplier acknowledges that in the event of such a breach, Purchaser shall be entitled to specific performance by Supplier of Supplier's obligations contained in this Agreement. In addition, Supplier shall indemnify Purchaser of the actual and liquidated damages which may be demanded by Purchaser. Moreover, Purchaser shall be entitled to recover all costs (including reasonable attorneys fees) which it or they may incur in connection with defending its interests and enforcement of legal rights arising due to a breach of this agreement by Supplier.
- 6. Need to Know. Supplier shall restrict disclosure of such Confidential Information to its employees and/or consultants with a need to know (and advise such employees 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 disclosing party.
- 7. 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.



- 8. No Conflict. The parties represent and warrant that the performance of its obligations hereunder does 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.
- **9. Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.
- **10. 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 exclusive jurisdiction of Courts and/or Forums situated at Bangalore only.
- **11. Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and understandings among the parties with respect to the subject matter hereof.
- **12. 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.
- **13. Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 14. 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.
- **15. Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.
- **16. 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 any expiration or termination of this Agreement.



- 17. Non-solicitation. During the term of this Agreement and thereafter for a further period of two (2) years Supplier shall not solicit or attempt to solicit Purchaser's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to Purchaser with any employee and/or consultant of the Purchaser who has knowledge of the Confidential Information, without the prior written consent of Purchaser. This section will survive irrespective of the fact whether there exists a commercial relationship between Supplier and Purchaser.
- **18. Term.** Subject to aforesaid section 17, this agreement shall remain valid up to 5 years from the effective date.

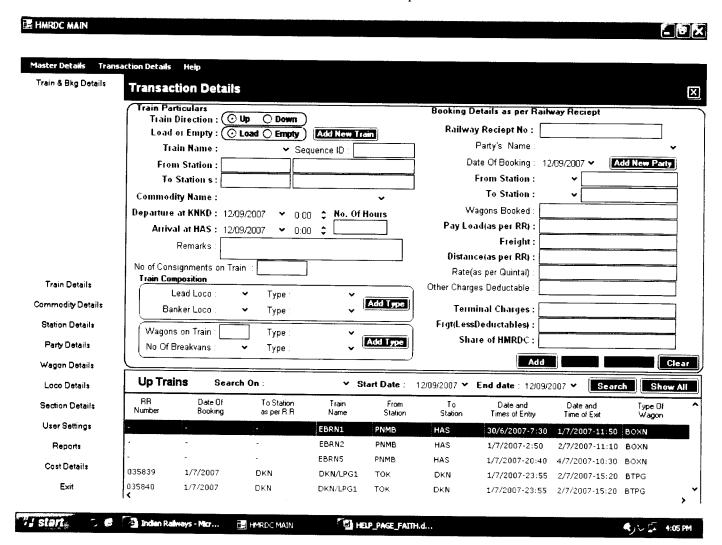
IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For Purchaser,	For Supplier
Name:	Name:
Title:	Title:
WITNESSES:	
1.	
2.	



Transaction details screen:

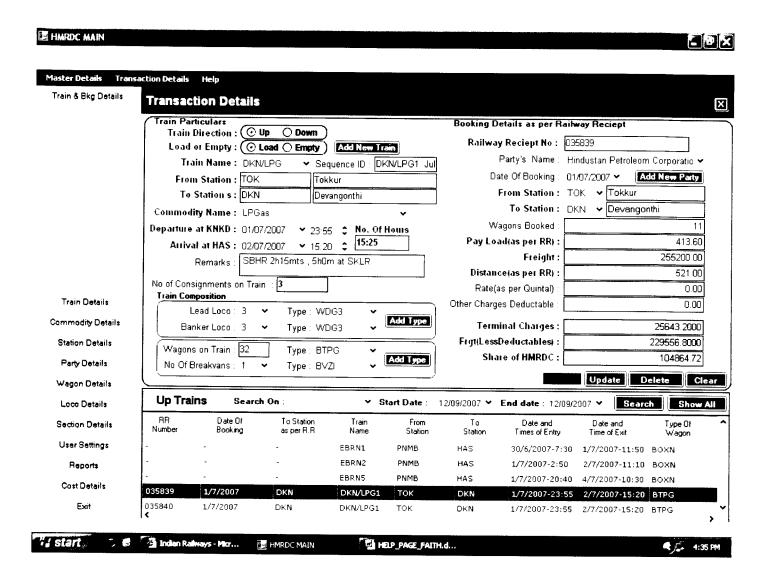
- 1. This screen is used for data entry
- 2. Left side input screen is used for feeding the 'Train Particulars' including 'Train Composition'.
- 3. Right side input screen is used for feeding the booking details as per Railway Receipt
- 4. Separate screens get generated for "UP" and "DN" directions on selection with the radio button **Train Direction.**
- 5. The Grid down below shows the details of the trains that are fed already into the data-base. However, only the important and useful fields are taken for display though many database fields are there.
- 6. On the left hand side the Main Menu is given with selection buttons. By pressing the buttons the respective input' or 'display' screen will appear.
- 7. In the input screen areas, some fields appear in the blocks with 'grey 'color background. These figures are only for display purpose. No editing can be done on these fields.
- 8. 'Terminal charges', 'Frgt (LessDeductables)' and 'Share of HMRDC' are computed figures and they go into data-base.
- 9. Data grid given down below provides search options for the benefit of retrieving data for display of records.
- 10. This screen can be used for addition, updating (editing), Deleting of the data records.
- 11. The screen appearing here is when the 'Clear' button is pressed.





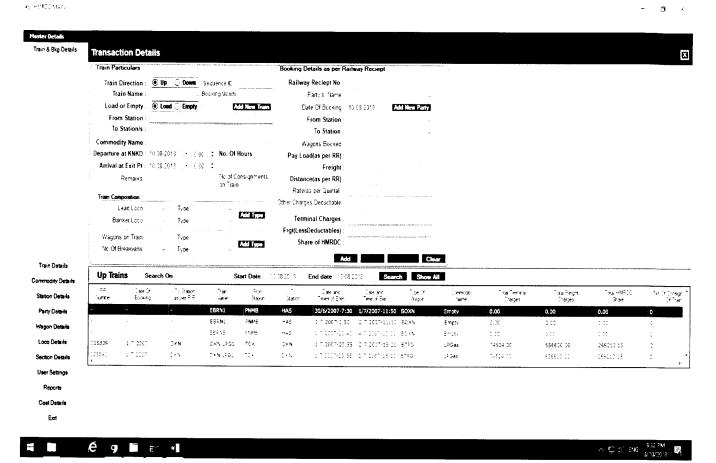
Transaction details screen as it appears when on of the Railway receipt along with the train particulars appear on display:

- 1. In data base Transaction_ID gets generated for each train record.
- 2. Field names that are in the bold letters are compulsory fields for data entry
- 3. Deletion of the records can be done by the Administrator with admin pass word only.

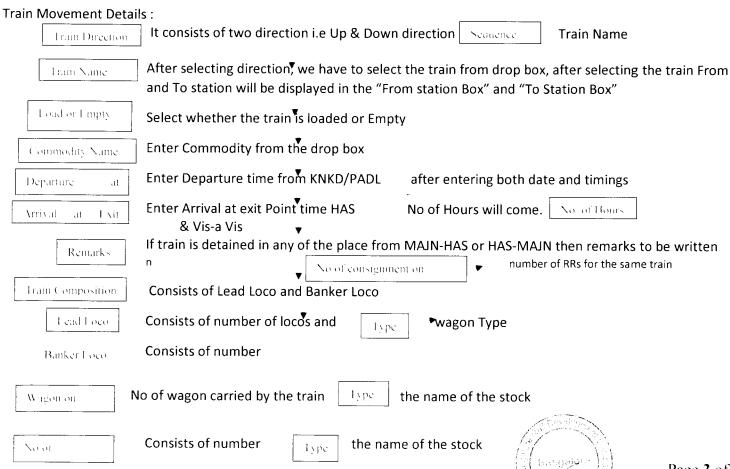




Transaction Details:

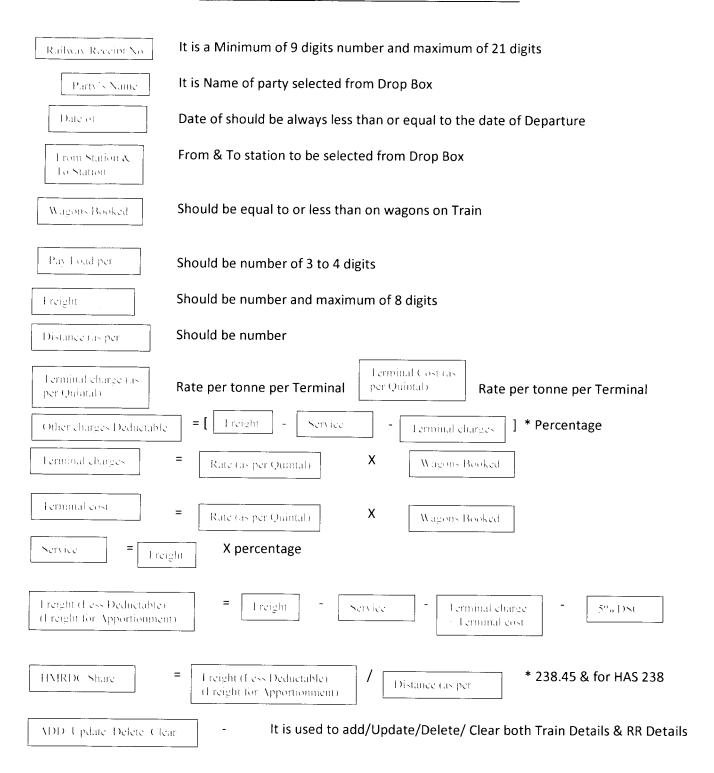


It consists of two parts - Left side (Train Particulars) will be for the details of train movement Right side Booking details as per Railway receipts are entered



 Λdd Add the above details RDG RDG interchange point to be added

PART II - BOOKING DETAILS AS PER RAILWAY RECIPT



The last part shows the search part. Search can be done on

1) Direction wise 2) Start date 3) End date 4) Search 5) Show all - are the buttons for the search



Search Function:

When search function is carried out the bottom portion of the transaction screen comes out as shown below:

- Search has been on the field 'section Arrival Date' between two dates for "UP" direction trains.
 Search can be on 'Booking date', 'Commodity name' and 'Wagon type', both for 'UP' and "DN" directions trains separately.

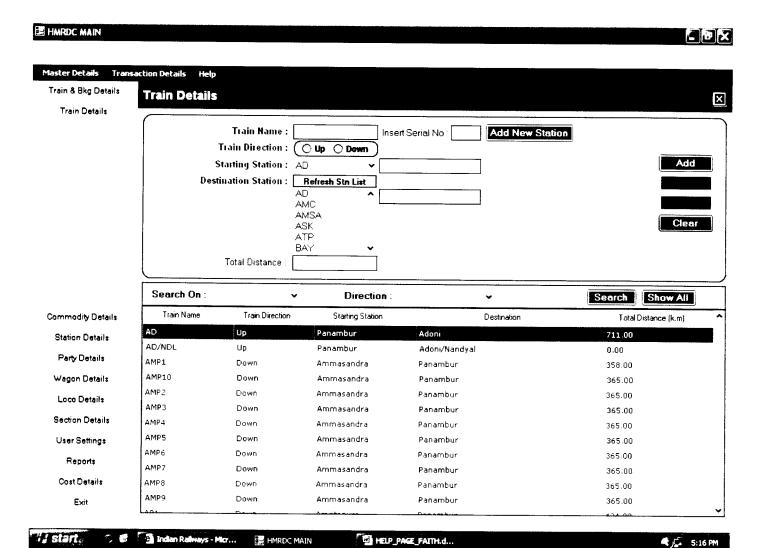
Up Trains Search On : Section Arr			rival Date 🗸 😘	tart Date :	01/08/2007 🕶	End date: 31/08/2007 > Search Show A			
RR Number	Date Of Booking	To Station as per R.R	Train Name	From Station	To Station	Date and Times of Entry	Date and Time of Exit	Type Of Wagon	•
	-	-	EBRN5	PNMB	HAS	1/8/2007-11:30	2/8/2007-21:10	BOXN	
35969	1/8/2007	DKN	DKN/LPG1	ток	DKN	2/8/2007-7:45	3/8/2007-18:05	BTPG	
35970	1/8/2007	DKN	DKN/LPG1	TOK	DKN	2/8/2007-7:45	3/8/2007-18:05	BTPG	
35971	1/8/2007	DKN	DKN/LPG1	ток	DKN	2/8/2007-7:45	3/8/2007-18:05	BTPG	
35972	1/8/2007	DKN	DKN/LPG1	ток	DKN	2/8/2007-7:45	3/8/2007-18:05	BTPG	, >





Train Details Screen:

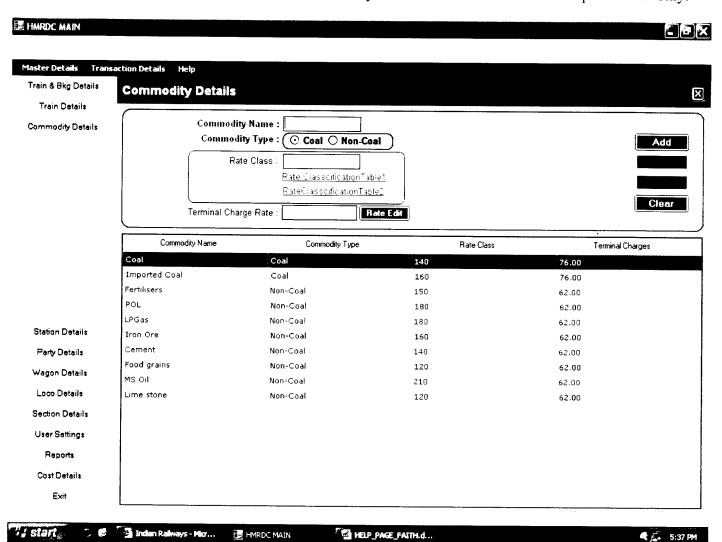
- 1. This screen is used for feeding the new train names along with brief particulars of them such as train direction, starting station, Destination station, Distance the train covers in its journey up to the destination station.
- 2. "ADD", "UPDATE", "DELETE" functions are possible for each train record.
- 3. Two or more Destination stations can also be fed for 'multi point destination trains' through thus screen.
- 4. A separate distance data base is maintained by the system in the back end which updates the distance between a pair of stations used in the train records.
- 5. Search can be done on the fields 'Direction', 'Train Name', 'Starting Station' and 'Destination Station'.
- 6. Once data given the train record gets utilized in the transaction details and gets fed into train data base and the RR data base, that train record cannot be deleted.
- 7. Field names that are in the bold letters are compulsory fields for data entry.
- 8. Some train names which has serial No. in it will asked for while entering the train data. In case there is a serial No., then the same has to be fed in the block specially given in the screen.
- 9. Provision for adding new stations from this screen itself is given.
- 10. In the train data base Station names are stored and codes are displayed by taking a query from the Station details data base.
- 11. 'Delete' and 'Update' of the records can be done by the Administrator with 'Admin pass word' only.
- 12. In data base Train_ID gets generated for each train name/No record.





Commodity Details Screen:

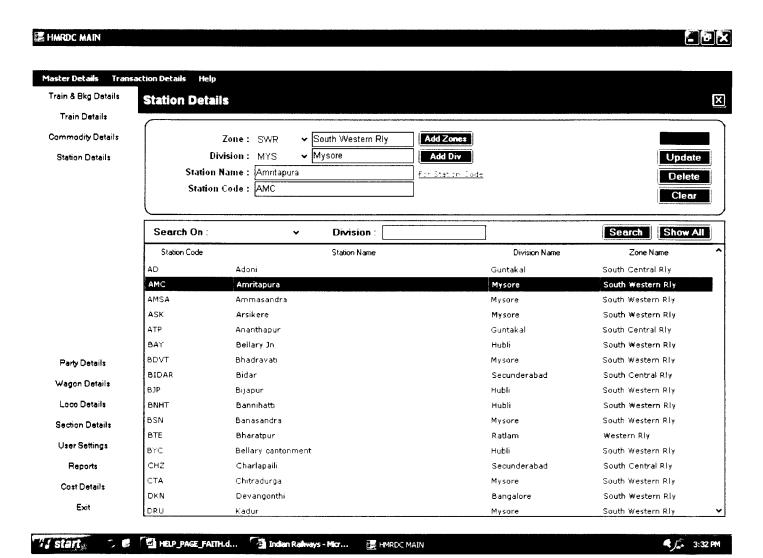
- 1. This screen is used for feeding the new commodity names along with brief particulars of them such as Commodity name, Type, rate class and terminal charges applicable.
- 2. "ADD", "UPDATE", "DELETE" functions are possible for each record.
- 3. Once data given the Commodity record gets utilized in the transaction details and gets fed into the RR data base, that Commodity record cannot be deleted.
- 4. Field names that are in the bold letters are compulsory fields for data entry.
- 5. Provision for changing the rate of terminal charges is given in this screen.
- 6. Rate class can be obtain from the table 1 and table 2 of freight rate website www.indianrailways.gov.in
- 7. In data base Commodity ID gets generated for each commodity record.
- 8. 'Delete' and 'Update' of the records can be done by the Administrator with 'Admin pass word' only.





Station Details Screen:

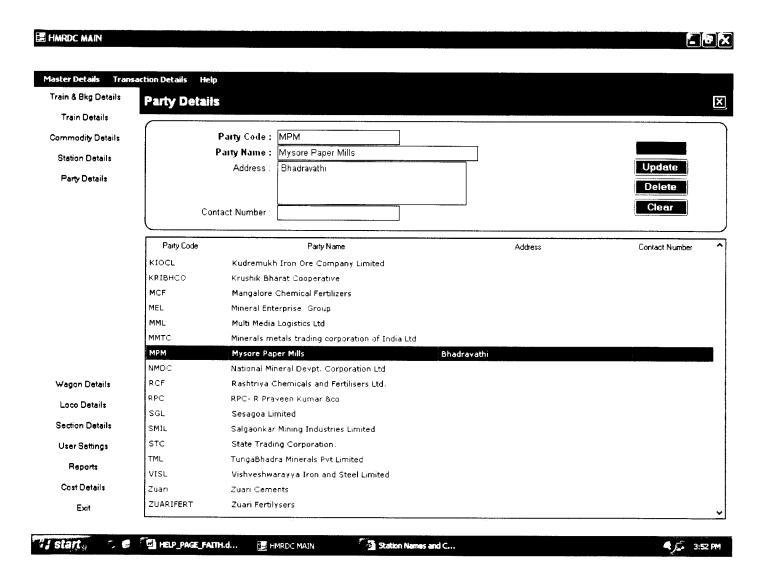
- 1. This screen is used for feeding the new Station names along with brief particulars of them such as Station name, Station Code, Division and Zone.
- 2. "ADD", "UPDATE", "DELETE" functions are possible for each record.
- 3. Once data given in the Station record gets utilized in the transaction details and gets fed into the Transaction data base, that Station record cannot be deleted.
- 4. Field names that are in the bold letters are compulsory fields for data entry.
- 5. Search can be done on the fields 'Division', 'Station Code', and 'Station Name'
- 6. In data base Station ID gets generated for each Station record.
- 7. Provision for adding new 'Division' and new 'Zone' from this screen itself is given.
- 8. Station Code can be obtained from the website http://www.indianrail.gov.in/stn_code.html for which a hyper link "for Station Code" is given on the right side of station Name.
- 9. 'Delete' and 'Update' of the records can be done by the Administrator with 'Admin pass word' only.

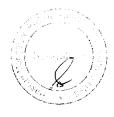




Party Details Screen:

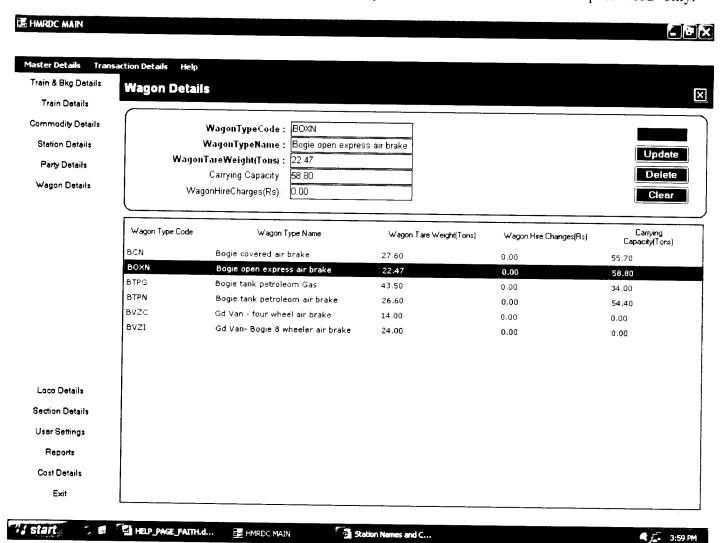
- 1. This screen is used for feeding the new Loading party names along with their brief particulars such as Party name, Party Code, Party Address and Party Contact Tel No.
- 2. "ADD", "UPDATE", "DELETE" functions are possible for each record.
- 3. Once data given in the Party record gets utilized in the transaction details and gets fed into the Transaction data base, that Party record cannot be deleted.
- 4. Field names that are in the bold letters are compulsory fields for data entry.
- 5. In data base Party ID gets generated for each Party record.
- 6. 'Delete' and 'Update' of the records can be done by the Administrator with 'Admin pass word' only.





Wagon Details Screen:

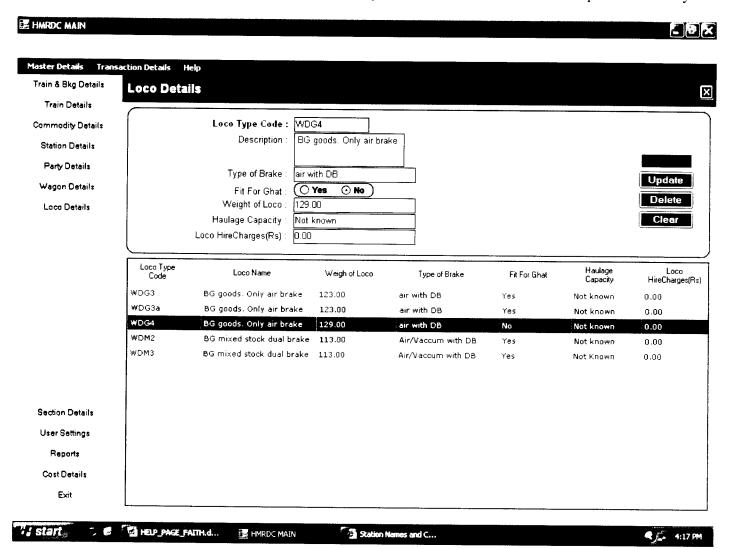
- 1. This screen is used for feeding the new Wagon Type names along with their brief particulars such as Wagon type name, Wagon type Code, Wagon tare Weight, Wagon Carrying Capacity and Wagon Hire Charges (Rs)
- 2. "ADD", "UPDATE", "DELETE" functions are possible for each record.
- 3. Once data given in the Wagon type record gets utilized in the Train records and gets fed into the Transaction data base, that Wagon type record cannot be deleted.
- 4. Field names that are in the bold letters are compulsory fields for data entry.
- 5. In data base Wagon type_ID gets generated for each Wagon type record.
- 6. Guard Brake Van is also taken as wagon in this database.
- 7. 'Delete' and 'Update' of the records can be done by the Administrator with 'Admin pass word' only.





Loco Details Screen:

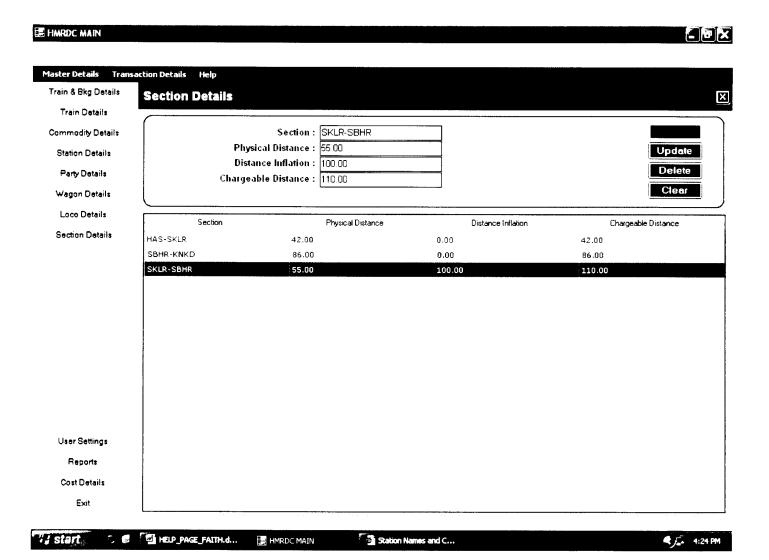
- 1. This screen is used for feeding the new Loco names along with their brief particulars such as Loco name, Loco Code, Type of Brake, Fit for ghat or Not, Weight of Loco, Haulage Capacity and Loco Hire Charges (Rs)
- 2. "ADD", "UPDATE", "DELETE" functions are possible for each record.
- 3. Once data given in the Loco record gets utilized in the Loco records and gets fed into the Transaction data base, that Loco record cannot be deleted.
- 4. Field names that are in the bold letters are compulsory fields for data entry.
- 5. In data base Loco_ID gets generated for each Wagon type record.
- 6. 'Delete' and 'Update' of the records can be done by the Administrator with 'Admin pass word' only.





Section Details Screen:

- 1. This screen is used for feeding the new Section names along with their brief particulars
- 2. "ADD", "UPDATE", "DELETE" functions are possible for each record.
- 3. Once data given in the Section record gets utilized in the database records, that Section record cannot be deleted.
- 4. All Field names are compulsory fields for data entry.
- 5. In data base Section ID gets generated for each Section record.
- 6. 'Delete' and 'Update' of the records can be done by the Administrator with 'Admin pass word' only.
- 7. Distance inflation is usually in Percentage and it is applied in calculations of freight.

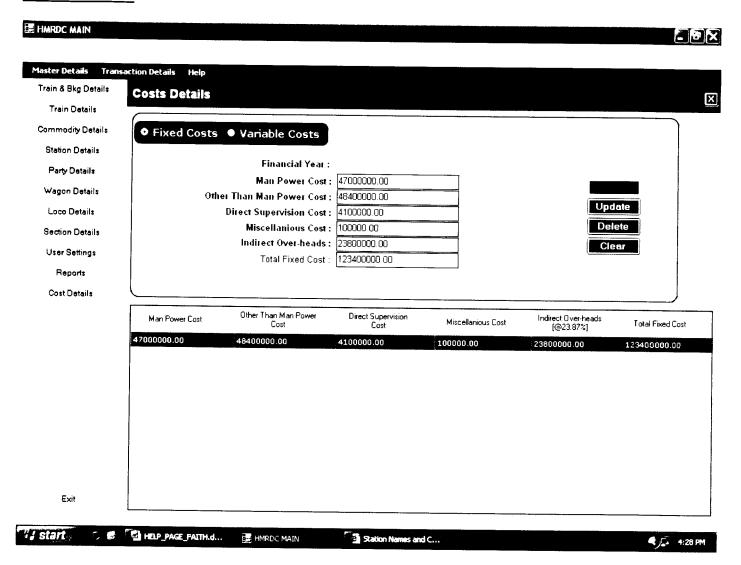


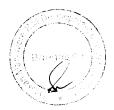


Cost Details Screen:

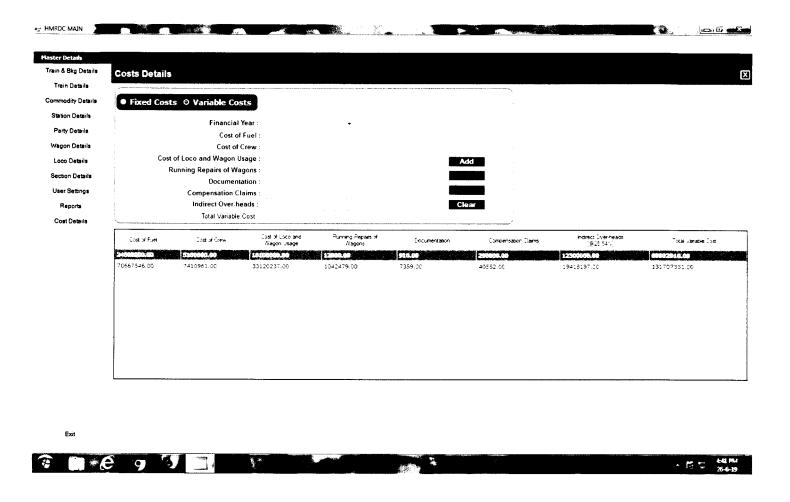
- 1. This screen is used for feeding the particulars of Fixed and Variable costs.
- 2. Different screens are provided for 'Fixed' and 'Variable' costs.
- 3. "ADD", "UPDATE", "DELETE" functions are possible for each record.
- 4. All Field names are compulsory fields for data entry, except Total 'fixed' or 'Variable' cost.
- 5. 'Delete' and 'Update' of the records can be done by the Administrator with 'Admin pass word' only.

FIXED COSTS:





VARIABLE COSTS:



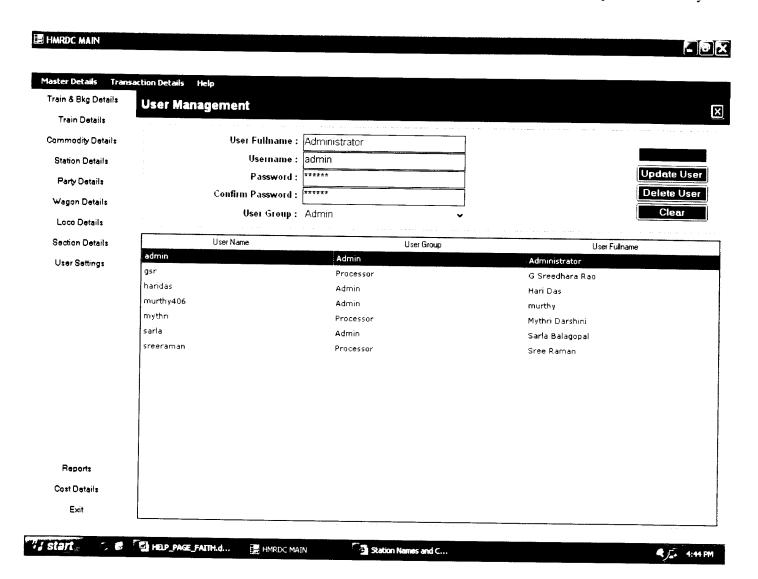
Calculation of Fixed & Variable costs as per O&M Agreement:

1) The O&M costs to be calculated by taking the base year as Survey year and the costs incurred for the Base Survey year will be at actuals for that year and the same will be inflated with WPI as agreed by the Company and the Railways and the survey committee set up once in 5 years as per O&M Agreement.



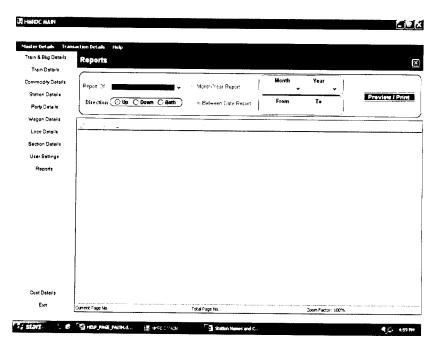
User Management Screen:

- 1. This screen is used for Managing the User names and Passwords along with their brief particulars.
- 2. There are two sets Users, namely 'Administrator' and 'Processor'
- 3. "ADD USER", "UPDATE USER", and "DELETE USER" functions are possible.
- 4. Once data given in the User record gets utilized for data entry of database records, that User record cannot be deleted.
- 5. All inputs are compulsory.
- 6. In data base User _ID gets generated for each User record.
- 7. 'Delete' and 'Update' of the records can be done by the Administrator with 'Admin pass word' only.





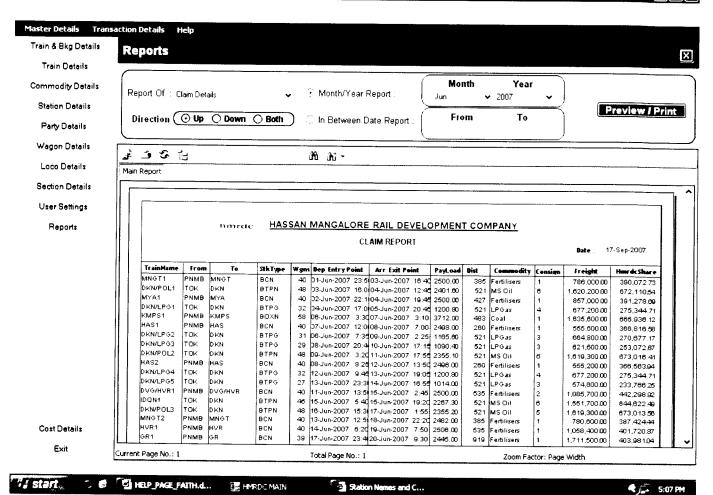
REPORTS:



- 1. Report format seen as it is opened
- 2. Different types of reports can be generated using this software.
- 3. Reports can be for UP or DN directions or for both directions put together.
- 4. Repots can be for a month in year or in between a certain period.
- 5. Reports can be exported to other formats also for any modifications as necessary.
- 6. Each Report can be previewed and printed on A4 size paper

Sample Report of Claim for the month of Jun 2007 for trains on UP direction generated on 17th Sept 2007:-





Banguarua

In Transaction Details:

The New Requirements apart from earlier Software are as:

Towards Left hand side

- 1) One dialog Box for RDG inter change date and time Should not be Mandatory should be optional
- 2) Dialogue Box for Train on Load
- 3) No of Wagons Loaded && Empty separate dialogue box required

Towards Right Hand Side

- 1) 5% DSC box to be made (5% to be calculated by System, not Mandatory for all the rakes hence should be optional))
- 2) Terminal Charge separate dialogue box (Should be calculated by System not mandatory for all rakes, hence should be optional)
- 3) Terminal cost separate dialogue box
- 4) For calculating the share the for the HAS destination distance of HMRDC should be 238 and for all the other destination distance should be 238.45 Km
- 5) Siding Charges

Calculation of Wagon days, GTKMs reconciliation with SWR, O&M cost O&M costs to be in 2 parts

- 1) Fixed cost below its components should be given
- 2) Variable cost below its components should be given
- 3) 1 dialogue box for repayment of Deferred OH

