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Indian Railway Catering and Tourism Corporation Ltd.

Group General Manager/ Procurement & Tendering

Indian Railway Catering and Tourism Corporation Ltd.

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E-LIMITED TENDER BID DOCUMENT FOR FORENSIC AUDIT OF THE SUPPORTING DOCUMENTS SUBMITTED BY THE BIDDERS TOWARDS PRE-QUALIFICATION CRITERIA MENTIONED IN THE TENDERS FOR CONTRACTS OF FP/FFUs, RETIRING ROOMS AT A AND A-1 CATEGORY STATIONS AND, EXECUTIVE LOUNGES AT ALL CATEGORIES STATIONS AS PER SCOPE OF WORK.

INDIAN RAILWAY CATERING AND TOURSIMPORPORATION LIMITED
(A Government of India Enterprise)

NOTICE INVITING TENDER

Indian Railway Catering and Tourism Corporation Limited (hereinafter referred to as “IRCTC”) invites E-Limitedtender bid document for Forensic Audit of the supporting documents submitted by the bidderstowards pre-qualification criteriamentioned in the tenders of contracts of FP/FFUs, Retiring Rooms at A and A-1Category Stations and, Executive Lounges at all categories stations as per scope of work.

**REF:TenderDocumentNo.2025/IRCTC/CO/CATG/TENDERING/
FORENSICAUDIT/STATIC**

Last date and Time of Submission of bid	:	24.02.2025 upto 12.00 Hrs.
Date and time of Opening of Bids	:	24.02.2025 at 12.30 Hrs.
Earnest Money Deposit (EMD)	:	NIL
Currency of Contract	:	01 Year
Tendered Quantity	:	100 Case Checks
Time Period of Checks	:	03 Weeks

INFORMATION SHEET

S.NO.	EVENT	INFORMATION
1.	Tender Document Fee	NIL. The tender document is free of cost. There is NO tender document fee to be deposited by bidders.
2.	Earnest Money Deposit	NIL
3.	Last Date of online submission of bids (“Bid Due Date”)	24.02.2025 upto 12.00 Hrs.
4.	Date and Time for opening of Financial Bid	24.02.2025 at 12.30 Hrs.
5.	Address for correspondence concerning this Tender	GGM/P&T, Indian Railway Catering and Tourism Corporation Ltd. Corporate Office, 4 th Floor, Tower D, World Trade Centre, Nauroji Nagar, New Delhi – 110029
6.	Tender Wizard website address and Helpdesk number	tenderwizard.com, helpdesk no. 011-49424365 or cell no 8800115628
7.	Validity of the Bid	120 Days from the date of opening of E-tender
8.	Contract Duration	01 Year

9.	Bidding Parameter	Lowest rate per forensic audit
10.	Security Deposit	A sum equal to 5% of the total value of the contract for which the tender has been accepted.
11.	Tendered Quantity	100 Case Checks
12.	Time Period for each Check	03 Weeks from the date of handover of details/documents to the auditor.
Note: Bidder may note that while submitting the online bid they are required to submit Scanned/digitally signed Tender document along with all Annexures, documents etc. as required. Each section shall remain inseparable part of the Tender Document.		

NOTE:

1. The bids will consist of financial aspects as per conditions laid down in the Bid document.
 2. Evaluation of financial bid will be based upon the all inclusive rate for all the items (Exclusive of GST) quoted by the bidders.
 3. The successful bidder shall be intimated about the Award of Work.
 4. The bid shall remain open for acceptance for 120 days from the date of opening of E-Tender.
 5. Indian Railway Catering and Tourism Corporation Limited reserves the right to reject any/all E-Tenders without assigning any reason.
 6. The Notice Inviting E-Tender and Instructions to bidders, Scope of Work, General Information, Offer Forms, E-Tender Schedule shall form the part of Tender Document.
 7. The E-Tenders received will be evaluated by the Purchaser to ascertain the lowest acceptable offer on quoted rates only.
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BACKGROUND

Indian Railway Catering and Tourism Corporation Ltd, (IRCTC) – a Public Sector Undertaking under Ministry of Railways, Government of India was established on 27th September 1999 with the aim of upgrading, modernizing and promoting rail-based tourism across the country. Since the year of inception, IRCTC has progressively moved towards achieving its vision of becoming a leading provider of high-quality travel, tourism and hospitality related services in the country.

It has been awarded status of a MINI RATNA PSU in May 2008 in recognition of its performance and capabilities. IRCTC is known for its professional catering services, various popular tourism packages and mostly for its e-ticketing services on the Indian Railways network. Moving out of its core business of catering and tourism, it has also diversified into areas like-Air Ticketing, Corporate Travel Services and Facility Management amongst various other ventures.

DISCLAIMER

1. The information contained in this Tender is being provided by IRCTC for the purposes of enabling the Bidders to participate and submit a Bid in response to this Tender for undertaking the Project for **FORENSIC AUDIT OF THE SUPPORTING DOCUMENTS SUBMITTED BY THE BIDDERS TOWARDS PRE-QUALIFICATION CRITERIA MENTIONED IN THE TENDERS.**
2. The assumptions, assessments, statements and information contained in this Tender may not be complete, accurate, adequate or correct. Each Bidder should therefore, conduct its own due-diligence, investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender and obtain independent advice from appropriate sources.
3. Nothing in this Tender shall be construed as legal, financial or tax advice. IRCTC will not be liable for any costs, expenses, however so incurred by the Bidders in connection with the preparation or submission of their Bid. IRCTC reserves the right to amend this Tender or its terms and any information contained herein or to cancel the Bidding Process or altogether abandon the Project at any time by notice, in writing, to the Bidders. Further, it may in no event be assumed that there shall be no deviation or change in any of the herein mentioned information.
4. IRCTC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender.

No person other than the following authorized person of the IRCTC, has been authorized by IRCTC to give any information or to make any representation not contained in this Tender and, if given or made, any such information or representation shall not be relied upon as having been so authorized. All representations/queries etc pertaining to the tender documents may be addressed to **GGM/P&T, Indian Railway Catering and Tourism Corporation Ltd. 11th & 12th Floor, Statesman House Building, Barakhamba Road, New Delhi- 110001.**

5. IRCTC also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this Tender. IRCTC may in its absolute discretion, without being under any obligation to do so, can update, amend or supplement the information, assessment or assumptions contained in this Tender.
6. The Bidder(s) shall bear all costs associated with or relating to the preparation and submission of its Bid including, but not limited to, preparation, copying, postage, delivery fees, expenses, online expenses associated with any demonstrations or presentations which may be required by IRCTC or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and IRCTC shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Tender process.
7. Acceptance of delivery of this tender by each bidder includes the bidder agreeing to and acceptance of the terms set forth in the Disclaimer. By accepting this Tender, the recipient agrees that this Tender and any information herewith supersedes document(s) or earlier information, if any, in relation to the subject matter hereof.
8. The Bidder explicitly acknowledges and agrees that circulars or notification of Ministry of Railways, Government of India and appropriate state governments applicable during the term of the tender period are integral components incorporated into this tender agreement.

The Bidder hereby accepts and binds themselves to comply with the directives, provisions, and obligations outlined within the circulars, considering them as essential elements forming an inseparable part of this tender agreement.

9. The Bidder acknowledges that all information, materials, and documents provided after the commencement of the purported tender (collectively referred to as "Information") are confidential and proprietary. The Bidder agrees not to disclose, reproduce, distribute, or utilize the Information for any purpose other than the specified evaluation or purpose without prior written consent from the disclosing party. The Bidder shall take reasonable measures to safeguard the confidentiality of the Information and shall not provide, directly or indirectly, the documents or any information contained therein to any third party for any other services, projects, or purposes without explicit written authorization from the disclosing party. Upon completion of the intended purpose or upon request, the Bidder shall promptly return or destroy all copies of the provided documents and certify such return or destruction in writing. The obligations of confidentiality and non-provision of documents shall survive the termination or expiration of any agreement or relationship between the parties. The bidder also agrees not to ask, disclose or produce any document outside the domain of the Right to Information, Act 2005 further the Bidder agrees to waive off the right for the production of any third-party document under the Civil Procedure Code, 1908. For clarity, the third party means any party who is not part of the contract.
10. IRCTC will have No liability to any Bidder or any other person under the law of contract, tort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this Bid Document, any matter deemed to form part of this Bid Document, the award of the License, the information and any other information supplied by or on behalf of Railway/IRCTC or otherwise arising in any way from the selection process.
11. The issue of this Document does not imply that IRCTC is bound to select the Bidder or to appoint the Selected Bidder. IRCTC reserves the right to reject any or all the Bids submitted in response to this Bid Document at any stage without assigning any reason whatsoever. IRCTC also reserves the right to withhold or withdraw the process at any stage with intimation to all Bidders who have submitted the Bid.

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD.

(A Government of India Enterprise)

INSTRUCTIONS TO BIDDERS

The Indian Railway Catering and Tourism Corporation Ltd. hereinafter called the **IRCTC**, proposes to obtain bids in **E-LIMITED TENDER BID DOCUMENT FOR FORENSIC AUDIT OF THE SUPPORTING DOCUMENTS SUBMITTED BY THE BIDDERS TOWARDS PRE-QUALIFICATION CRITERIA MENTIONED IN THE TENDERS FOR CONTRACTS OF FP/FFUs, RETIRING ROOMS AT A AND A-1 CATEGORY STATIONS AND, EXECUTIVE LOUNGES AT ALL CATEGORIES STATIONS AS PER SCOPE OF WORK** in accordance with the following instructions:

1. GENERAL CONDITIONS:

- i. This Tender Document can only be viewed at <http://www.irctc.com>, & <http://www.tenderwizard.com/IRCTC> and will be submitted/received only at <http://www.tenderwizard.com/IRCTC>, as prescribed in “INSTRUCTIONS TO THE BIDDERS”
- ii. To participate in the E- Tender, it is mandatory for the bidders to register themselves on the website www.tenderwizard.com/IRCTC without any payment and obtain User ID & password which is further required for submitting the tender. It is relevant to note here that Class-III digital signatures are required while submitting bids.
- iii. The applicant/bidder should upload complete set of documents in support of eligibility criteria mentioned in Note d of Financial Bid Annexure A (*)
- iv. Corrigendum/Addendum to this Tender, if any, will be published on websites www.irctc.com & www.tenderwizard.com/IRCTC. No newspaper press advertisement shall be issued for the same.
- v. For any difficulty in downloading & submission of tender document on website www.tenderwizard.com/IRCTC, please contact at **tenderwizard.com helpdesk no. 011-49424365 or cell no 8800115628.**
- vi. The digital signature of the bidder on the E- tender form shall be considered as confirmation that the bidder has read, understood and accepted all the documents referred to in the tender documents. **It may please be noted that in case of deviation quoted by bidder, offer will be summarily rejected without further correspondence/communication.**
- vii. The prospective bidders voluntarily agree to the exclusive jurisdiction of Court situated at New Delhi by submitting bids. No other courts except courts situated at New Delhi shall have the jurisdiction to resolve dispute arising out of bid documents being submitted by the bidders.
- viii. **E-tenders are not transferable. IRCTC reserves its right to reject any or all the e-tenders in part or full at its sole discretion without assigning any reasons.**
- ix. **The bidders must ensure to completely, fulfill the conditions of submission of offers detailed in the preceding paras. E-tenders, which are not complete in all respects as stipulated above, may be summarily rejected. MENTIONED IN GENERAL INSTRUCTIONS**
- x. **The intending bidders are advised to study the general conditions of this tender and make themselves conversant with the contents as these shall govern this tender and shall form an integral part thereof.**

2. FINANCIAL BID:

- i. Financial Bid shall consist of Offer Form for Financial bid and the E-Tender schedule duly filled in the format specified herein and submitted online, in accordance with the instructions and other relevant provisions mentioned in this Tender document. The Offer form (for Financial Bid) is annexed herewith this tender document as **ANNEXURE – A.**
NOTE: - There is no need to upload whole tender documents and corrigendum along with financial bid.

3. VALIDITY:

- i. The submission of any offer and documents shall include an undertaking that the bidder shall have no cause for and claim against the authority for rejection of the offer. The authority shall always be at liberty to reject or accept any offer at his sole discretion and any such action will not be called into question and the bidder shall have no claim in that regard against the authority.
- ii. The offer shall be valid for acceptance for a minimum period of 120 (One hundred and twenty) days from the date set for opening of e-tender.
- iii. Offers shall be deemed to be under consideration immediately after they are opened and until such time the official intimation of award of contract is made by the authority to the bidder. While the offers are under such consideration, bidders and/or their representatives or other interested parties are advised to refrain from contacting the authority by any means. If necessary, IRCTC will obtain clarifications on the offers by requesting for such information from any or all the bidders, in writing, as may be considered necessary. Bidders will not be permitted to change the substance of their offers after the offers have been closed.

4. RATES:

- i. The bidders are required to quote **a single rate per forensic audit without GST.** The GST applicable will be paid extra.
- ii. IRCTC may waive any minor non-conformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice and affect the relative ranking of any bidder.

5. EVALUATION OF OFFERS:

- i. The financial bid will be evaluated on the basis of inclusive rates per forensic audit (Exclusive of GST), as quoted by the bidders.
- ii. During E-Tender evaluation, IRCTC may, at its discretion, ask the bidder for clarifications of its Tender. The request for seeking clarification and response of the same shall be in writing. Information /documents may be asked, if required, for “General Information of eligibility criteria” and other documents /information required, if any, except mandatory criteria of eligibility criteria. No change in the price or substance of the E-Tender shall be sought, offered or permitted, in response.
- iii. IRCTC reserves the right to accept tender as deemed fit or reject it at any point of time without assigning any reason. The decision of IRCTC will be binding on bidders.

6. BENEFITS TO REGISTERED SSIs/ MSMEs:

Ministry of Micro, Small and Medium Enterprises (MSME) vide letter no. 21(1)2011-MA dated 25.04.2012 has notified a new public procurement policy for Micro and Small Enterprises (MSEs). Whereby the Small Scale Units (SSU) / Micro and Small Enterprises (MSEs) can avail the following benefits if registered with (i) District Industries Centers or

(ii) Khadi and Village Industries Commission or (iii) Khadi and Village Industries Board or (iv) Coir Board or (v) National Small Industries Corporation or (vi) Directorate of Handicrafts and Handloom or (vii) any other body specified by Ministry of Micro, Small and Medium Enterprises and start-ups registered with DIPP:

a) Issue of E-Tender form free of cost.

b) Exemption from payment of Earnest Money.

c) In tender, participating MSEs quoting price, within the band of L1 +15% shall also be allowed to supply a portion or requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE. Such MSEs shall be allowed to supply at least 25% of total tendered value.(

In case L1 is not an MSE and there is more than one MSE within the range of L1+15%, only the lowest MSE shall be considered for 25% order in case of divisible item (**or 100% in case order quantity is not divisible**), subject to matching L1 prices. Only on refusal of such lowest MSE to accept L1 price, second lowest MSE within the range of L1+15%, shall be considered. This process shall be continued till a MSE in the range accepts the L1 Price or the MSEs in the L1+15% range are exhausted. In case no MSE accepts the L1 price or there is no MSE available, in L1+15% range, then the order shall be placed without applying this principle. All instructions/orders issued up to date under this policy shall be applicable.

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

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

The SSI /MSE who are interested in availing themselves of these benefits shall enclose with their offer the proof of their being SSI /MSE registered with any of the agencies mentioned in the para above.

The SSI /MSE who have availed the benefit of exemption of earnest money will not be allowed to withdraw their offer during the currency of the validity of offer or extended validity, if any such firm fails to observe this stipulation; the firm will be banned from participating in IRCTC Ltd. Tenders for a period of three years.

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

As per letter 21(17)/2016-MA dated 06.04.2018 of Ministry of MSME, declaration of UAM number by the vendors on CPPP is mandatory from 01.04.2018, therefore, all MSME bidders shall upload a document along with other credentials in IRCTC tender stating that they have declared UAM number on CPPP failing which such bidders will not be able to enjoy the benefits as per PP Policy for MSMEs order, 2012.

7. WITHDRAWL OF BIDS:

No penalty shall be posed if a bidder withdraws its bid before the opening of tender on e-tender website. If a bidder withdraws, amends, impairs or derogates its bid after the opening

of financial bid on e-tender website, the bidder shall be debarred from participating in the bidding process of future projects of IRCTC for a period of **three years**.

8. DISCREPANCIES: -

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

1. Notice inviting e-tender.
2. Instructions to the bidders.
3. Financial bid
4. General Information
5. General Conditions of license

DECLARATION

I M/s._____ Partnership firm/company/Individual address_____ do hereby declare that in case of my selection, I will submit the necessary documents as declared below within a week of award of contract. In case of failure to submit the - below mentioned documents, I understand that the award of contract will be null and void and IRCTC shall be free to take action against the bidder as deemed fit.

S.NO	General Information	To be filled	Related document to be submitted after selection
1	Name and full address of the applicant with telephone no and email address and name of the contract person		Address proof-Agreement copy/registration copy/telephone bill in the name of vendor
2	Status of the applicants:-		
3	In case of company		Certificate of incorporation with Article and Memorandum of association.
4	In case of partnership firm		Registration of partnership deed under partnership act 1932 or 2013
5	In case of proprietorship/ individual business		Registration certificate from any statutory authority
6	PAN No/ESI/PF/GST.	PAN No-	Copy of PAN card
		ESI No	Copy of ESI registration certificate
		EPF No	Copy of EPF registration certificate
		GST Reg. no (state wise)	Copy of GST (state-wise) registration certificate

Signature of the authorized signatory of bidder
Seal

Date

Scope of work for Forensic Audit

1. Scope of work shall include, but not limit to, verification of documents/certificates submitted by the bidders in support of their eligibility criteria like FSSAI license, ISO certification, 4 star/Restaurant certificate, Balance sheet and Profit & Loss account statements, Certificates from CA, Certificate of Incorporation/Registration, ESIC/EPFO challans/returns, GSTR. The selected bidder will have to undertake the work for **forensic audit of the supporting documents submitted by the bidders towards pre-qualification criteria mentioned in the tenders**, in consonance with the existing bylaws of the State and, to submit the fact-finding report within 3 weeks from the date of entrustment of data.

1.1 Verification of Pre-qualification criteria for tenders

The Firm shall have the responsibility to verify the pre-qualification criteria of the tenders for which the documents to be checked. The general Pre-qualification criteria mentioned in the tender documents are as under:

- a. FSSAI License requirement.
- b. Registration of food & beverage unit of restaurant /hotel/base kitchen/pantry car in trains/mobile units.
- c. Compliance to Labour laws such as EPFO/ESIC/staff details and salary payment etc.
- d. Financial requirements (Turnover and Net worth) (Not specified)

1.2 Verification of the supporting documents submitted by bidder using publicly available records.

The firm shall verify the FSSAI License of the bidders. For the same context, the firm shall conduct the searches on the website of FSSAI, the issuing authority, using the company /firm/restaurant name and unit. Verification of license or certificate number identified from the certificates obtained from bidders on the FSSAI and ISO portal.

The firm shall verify the Registration of food & beverage unit of restaurant /hotel/base kitchen/pantry car in trains/mobile units, for which the searches shall be conducted on the Ministry of Tourism website or other related websites using the bidder's name. Travel portal/hotel/food delivery website shall be checked to verify the star details.

The Firm shall verify whether the Compliance to Labor laws such as EPFO/ESIC etc. has been made by the bidders, for which the searches shall be conducted on the website of EPFO/ESIC via a vis document submitted with tender.

The firm shall verify all the financial documents fulfilling the Financial requirements of the tender. The firm shall follow the below mentioned process to verify the supporting financial documents:

- a. Identification of the documents required for verification of the turnover declared by the bidder.
- b. Retrieve the documents from the public domain to the extent available.
- c. Cross verification of the turnover declared in the financial statements retrieved from public domain/received from the bidder or IRCTC and identify the discrepancies or gaps, if any.
- d. Collate the documentation available for the increase in paid up capital of the Company, review the audit trail and the said documentation and the effective date of the increase to determine the eligibility of the bidder.

1.3 Delivery of

Successful Bidders' credentials along with request for forensic audit will be forwarded via Email or as a hard copy. Report of the forensic audit shall be submitted to IRCTC with the assessed supporting documents in sealed cover within reasonable time of 3 weeks of submission of request.

1.4 Bidder's Responsibilities

The Management of the firm shall designate a competent contact point to be responsible for the assessment. (competent authority to the assigned task for keeping checks and timely completion of the task)

The Manage shall further provide all relevant documents retrieved from the public domain /relied upon for assessment and fact-finding report. It is also the duty of the management to maintain confidentiality of the reports, breach thereof, shall be lead to termination of contract.

2. Time Period for submission of Reports:

The Firm shall submit the Fact-finding report within time frame of 3 weeks from the date of entrustment of data.

Fact-finding report to be submitted in time frame of 3 weeks from the date of entrustment of data.

3. Quantity: -

The total quantity of checks as per the present tender shall be 100 case checks.

Total quantity of Checks :

100case Checks.

4. Quantity Option Clause:

The Purchaser reserves the right to increase or decrease the tendered quantity by 30% from their original LOA quantity within the currency of contract.

INDIAN RAILWAY CATERING AND TOURISM CORPORATION LTD

(A Government of India Enterprise)

STANDARD CONDITIONS OF CONTRACT

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Tender Enquiry mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1.0 GENERAL:

1.1 Definitions:

1.2 Words importing the singular shall include the plural and vice versa, words importing any gender shall include all other genders, words importing persons shall include bodies corporate, unincorporated associations and partnerships and vice versa. References to whole shall include the part and vice versa.

1.3 Irrespective of the place of deployment, pick-up and delivery, the place of performance or place of payment under the contract, the contract shall be deemed to have been made at the place from where the acceptance of the tender has been issued.

1.4 Law Governing Contract

This contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable law.

Reference to any Statute or Statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended.

1.5 The Courts of the place from where the acceptance of the tender has been issued , i.e. New Delhi, shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract.

1.6 Language

This contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.5 Notice

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to be given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed.

A Party may change its address for notice hereunder by giving the other Part notice in writing of such change to the address.

1.6 The Firm/Service Provider/Agency shall provide the services to the IRCTC in the areas and manner as discussed. The Firm/Service Provider/Agency shall undertake and assure the IRCTC that the services shall be provided efficiently in the predetermined schedule. Besides this, services will also be rendered by the Firm/Service Provider/Agency as and when desired by the IRCTC even though it may not be as per schedule on charges as may be agreed to separately.

1.7 The Firm/Service Provider/Agency shall not sublet or appoint any sub-contractor to carry out any obligations under the contract in any manner.

1.8 The Firm/Service Provider/Agency shall maintain all registers required under various Acts, which may be inspected by the IRCTC as well as the appropriate authorities at any time.

1.9 The Firm/Service Provider/Agency shall provide the services at such times and in such manner as communicated by IRCTC from time to time.

1.10 The quality and punctuality of/in rendering of the said services are the essence of the contract and the Firm/Service Provider/Agency undertakes to abide by them at all times.

- 1.11 The Firm/Service Provider/Agency shall seek proper instructions from IRCTC for the execution of the contract at the different places and shall faithfully comply with the same during the currency of the contract.
- 1.12 **Commencement, Completion and Modification of Contract**
- a. The contract shall come into effect on the date of signatures of both the parties on the Contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the Contract, unless terminated earlier as per clause The delivery of the goods and performance of the services shall commence from the effective date of the Contract.
- b. Any modification of the terms and conditions of this contract , including any modification of the scope of services, may only be made by written agreement between the Parties.
- 1.13 **Force Majeure**
For the purpose of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 1.14 **Extension of Time**
Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.
Schedule of Work can be increased or decreased during the currency of contract, depending upon the actual requirements of the organization. Pro-rata rates would be applicable for any such increase/ decrease.
- 1.15 **Good Faith and Indemnity**
The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objective of this Contract.
- The Firm/Agency/Service Provider agree to defend, indemnify and hold harmless IRCTC and its officers, Directors, employees and agents and its associate companies from and against any and all claims, actions, damages, expenses, costs and other liabilities actually incurred by IRCTC arising as result of any negligence, breach of contract or any other wrongful act or default on the part of Firm/Agency/Service Provider, its employees, agents, representatives.
- 1.16 The employees/agents of the Firm/Service Provider/Agency shall never be considered to enjoy any right to enter the premises of the IRCTC by virtue of this contract or otherwise at any time except with the prior permission of the IRCTC.
- 1.17 **Certificates/ Permissions**
The Service Provider/Agency will obtain necessary certificates/permissions as required by law from the Competent Authority. In case of any offense, Service Provider/Agency will be solely responsible for its penalty and consequences. MSME/ SSI Certificate may be provided, if any. In case of MSME/SSI firms, all the benefits and exceptions provided/extended by the prevailing/guidelines shall be applicable.

1.18 Termination of Contract

In case, the Firm/Service Provider/Agency commits a Breach of any of the terms and conditions hereof and/or fails/neglects to carry out any instructions issued to him by the IRCTC from time to time and also engages in any corruption, fraudulent, collusive or coercive practices during the selection process, the IRCTC shall terminate the contract forthwith without assigning any reason and can get the work done by any person(s) or through any other agency or Firm/Service Provider/Agency at the risk and cost of the Firm/Service Provider/Agency and firm shall have no right to claim any compensation whatsoever on this account.

1.19 The contract may be terminated forthwith if either party becomes insolvent, ceases its operations, dissolves, files for bankruptcy or bankruptcy protection, appoints receivers, or enters into an arrangement for the benefit of creditors, the other party shall have the right to immediately terminate this contract.

1.20 Either party's liabilities for any charge's payments or expenses due to the other party which accrued prior to the termination date shall not be extinguished by termination, and such amounts (if not otherwise due on an earlier date), shall be immediately due and payable on the termination date.

1.21 Any obligations under this contract which either expressly or by their nature is to continue after termination or expiration of this contract shall survive and remain in effect.

1.22 *In the event of failure of the Firm/Service Provider/Agency to provide the services or part thereof, as mentioned in this contract for any reasons whatsoever, IRCTC shall be entitled to procure services from other sources and the Firm/Service Provider/Agency shall be liable to pay forthwith to IRCTC, the difference of payments made to such other sources, besides damages at double the rate of payment for the period of failure in providing the services or part thereof.*

2. Payments

2.1 Payment will be made at the accepted rates plus applicable tax to the Firm/Service Provider/Agency by IRCTC on completion of Each Check (work) and submission of reports (Hard & Soft Copy). Any fine/penalty (?) will be calculated and deducted from the bills of the Firm/Service Provider/Agency on the services made and accepted.

2.2 Invoice should have following minimum particulars:-

- (a) Name & Address of Taxpayer;
- (b) GST No. of Taxpayer;
- (c) Name & Address of Buyer with GST No.;
- (d) Description of service provided;
- (e) Value of Taxable service;
- (f) GST payable;
- (g) HSN/SAC code
- (h) Date of invoice
- (i) PAN number

2.3 Payment shall be made on and after the successful completion of check of each financial bid consigned to the respective bidder, within the stipulated time.

2.4 The firm shall raise the invoice to IRCTC after the completion of the task assigned.

2.5 The payment will be arranged by way of cheque/NEFT only. Payment of invoice will be made as soon as possible after the same has been duly checked and passed for payment.

- 2.6 In case of non compliance of instructions or non completion of task within stipulated time, suitable penalty shall be imposed as per the Penalty Clause 6. The Competent Authority to impose the penalty shall be GGM/P&T.
- 2.7 It is mandatory for Firm/Agency/Service Provider to raise invoice within 30 days from completion of service. Payment shall only be made when the invoices are raised as per GST rules.
- 2.8 The Agency/Firm/Contractor/Licensee must give an undertaking certifying that the party is depositing all the statutory dues to the Government (on Non-Judicial stamp paper of Rs. 10/- or as applicable). The documentary evidence/ Challan as proof of remittance of taxes must be submitted every month/ as and when demanded.
- IRCTC reserves the right to arrange emergent services in case of failure of services/degraded services in part or full as per requirement placed by the IRCTC and amount paid for such services/items should be adjusted from the Bills and may take following punitive actions.
- a) *The occurrence of such event on regular basis during the contract period will lead to punitive (-) action by IRCTC at any time after serving warning (penalty to be imposed after 15 days of issuing warning) to the service provider on such event. For such irregularities the services/items will be arranged from local market and difference amount will be deducted from the bill of service provider. Severe action may also be taken by Competent Authority -) as deemed fit as per circumstances if the service provider continues such irregularities after due approval from the Competent Authority.*

WITHHOLDING AND LIEN IN RESPECT OF SUMS CLAIMED:

- a) Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Firm/Service Provider/Agency, IRCTC shall be entitled to withhold and also have a lien to retain such sum or sums in whole or in part from security, if any, deposited by the Firm/Service Provider/Agency and for the purpose aforesaid, IRCTC shall be entitled to withhold the said cash security deposit or the security, if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claims. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Firm/Service Provider/Agency, IRCTC, shall be entitled to withhold and have lien to retain to the extent of the such claimed amount or amounts, from any sum or sums found payable or which at any time thereafter may become payable to the Firm/Service Provider/Agency under the same contract or any other contract with IRCTC pending finalization or adjudication of any such claim.
- b) It is an agreed term of the contract that the sum of money so withheld or retained under the lien referred above, by IRCTC, will be kept retained as such by the purchaser till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the arbitration clause) or by the competent court. The venue of the Arbitration shall be at New Delhi.
- c) Any dispute or difference in respect of either the interpretation effect or application of the above condition or of the amount recoverable there under by IRCTC from the Firm/Service Provider/Agency, shall be decided by IRCTC, whose decision thereon shall be final and binding on the Firm/Service Provider/Agency.
- d)

3. SECURITY DEPOSITS:

Unless otherwise agreed between IRCTC and Firm/Service Provider/Agency, the Firm/Service Provider/Agency shall, after written notices of acceptance of the tender has been posted to the Firm/Service Provider/Agency, deposit with the Corporation (in the form of

Demand Draft in favour of Indian Railway Catering and Tourism Corporation Ltd. drawn on scheduled commercial bank payable at New Delhi) a sum equal to 5 percent of the total value of the contract for which the tender has been accepted, will be submitted in the form of DD, Banker cheque and NEFT/RTGS. Security Deposit will be returned without any interest after successful completion of the contract.

4. CORRUPT PRACTICES:

Firm/Service Provider/Agency is expected to observe the highest standard of ethics during the execution of this contract. If the Firm/Service Provider/Agency has engaged in corrupt or fraudulent practices, in competing for or in executing the contract, IRCTC may, after giving 14 days notice to the Firm/Service Provider/Agency, terminate the Contract. In pursuit of this policy, IRCTC:

Definitions:

“**Corrupt practice**” means the offering, giving, receiving or soliciting of anything of value to influence the action in the procurement process or in Contract execution;

“**Fraudulent practice**” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of IRCTC and includes collusive practices among bidders (prior to or after bid submission) designed to establish bid prices at artificial, non-competitive levels and to deprive IRCTC of the benefits of free and Open competition;

“**Unlawful and Illegal activities**” The Service Provider/Agency and/or its staff shall not carry on any unlawful, immoral or illegal activity. It is clarified that if the IRCTC suffers any loss or damage on account of the Service Provider/Agency being restrained by the Railway/IRCTC or any other competent authority for indulging in such illegal activities or any contravention of any law, the Service Provider/Agency shall not be entitled to any compensation whatsoever.

5. BREACH OF CONTRACT:

Any breach of the terms & conditions mentioned in this tender document by the Firm/Service Provider/Agency, or any one employed by him or acting on his behalf (whether with or without the knowledge of the Firm/Service Provider/Agency) or the committing of any offence by the Firm/Service Provider/Agency or by any one employed by him or acting on his behalf under Chapter XII of The Bharatiya Nyaya Sanhita, 2023 of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1947 or any other act enacted for the prevention of corruption by public servants shall entitle IRCTC to cancel/terminate the contract, all or any other contracts, with the Firm/Agency/Service Provider and to recover the amount of any loss arising from such cancellation from the Firm/Agency/Service Provider.

6. PENALTY:

The agency will submit the Final report in the mentioned time limit after receiving the documents, on the expiry of the time limit a penalty @ 0.5% per week **subject to a maximum 10% of the contract value** will be imposed on the agency.

7. SETTLEMENT OF DISPUTE

7.1 This Contract shall be Governed by, and construed in accordance with, the laws of India.

7.2. Amicable Settlement

The Parties agree that the avoidance or early resolution of disputes is crucial for the smooth execution of the Contract and the success of the assignment. The Parties shall use

their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

In the event of any disputes between the Parties arising out of or in connection with this Agreement, including the validity thereof, the Parties hereto shall endeavour to settle such dispute amicably in the first instance. The attempt to bring about an amicable settlement shall be treated as having failed as soon as one of the Parties hereto, after reasonable attempts, which shall continue for not less than 30 (thirty) days, gives a notice to this effects, to the other party in writing.

7.3 **Arbitration**

In case of such failure, the dispute shall be referred to a sole Arbitrator, who shall be appointed by the Parties by mutual consent, failing which each party shall appoint one Arbitrator each and together the two Arbitrators shall appoint an umpire. The Arbitration proceeding shall be governed by the (Indian) Arbitration and Conciliation Act, 1996 and shall be held in New Delhi. The Language of the Arbitration shall be in English.

The parties hereto further agree to waive off the applicability of sub-section 12 (5) of Arbitration and Conciliation (Amendment) Act 2015 and will submit demand in writing that the dispute/differences be referred to arbitration along with format annexed hereto as Annexure-B. The demand for arbitration shall specify the matters which are in question, or subject of dispute or differences as also the amount of claim item wise.

Only such dispute or differences, in respect of which the demand has been made, together with counterclaims of setoff given by IRCTC shall be referred to arbitration and other matters shall not be included in the reference.

The award shall contain reasons and shall be final and binding on the Parties, subject to any rights of appeal under the law.

The fees and expenses of the Arbitration Tribunal and all other expenses of the Arbitration shall be borne jointly by the Parties in equal proportion subject to determination by the Arbitration Tribunal.

7.4 **Jurisdiction**

No court other than the courts situated at New Delhi shall have the jurisdiction to decide any dispute arising out of the or in respect of the present tender and the contract between the parties.

8. Consequence of Default:

If the Firm/Service Provider/Agency shall omit to perform and observe any of the terms, conditions, obligations herein contained which by this agreement are to be observed and performed by the Firm/Service Provider/Agency, then it shall be lawful for the IRCTC any time thereafter to terminate the Contract agreement and forfeit the Security Deposit SUBJECT HOWEVER to the IRCTC having given to Firm/Service Provider/Agency the time limit as per schedule prescribed by IRCTC, in writing, to remedy or make good such breach and in spite of such notice the Firm/Service Provider/Agency having failed to remedy the breach.

IRCTC shall have the right to terminate the agreement forthwith at the cost and consequence of the Bidder in the following events:-

- a) In the event of the bidder convicted by the court of law under Criminal Procedure Code or any other law
- b) In the event of proprietor or firm being judged insolvent or any proceedings for liquidations of compositions under insolvency act or the firm dissolved under the Indian Partnership Act or in the bidder being a company, if the company shall pass any resolution to wind up the business either compulsorily or voluntarily.
- c) Repudiation of agreement by bidder or otherwise evidence of intention not bound by agreement,

9. EXIT BY LICENSEE:

There is no exit clause for the agency. Exit by Service Provider/Agency with/without notice shall be treated as breach of terms and conditions and Service Provider/Agency will be terminated with forfeiture of all deposits including SD and debarment for a period of threeyears.

Exit by IRCTC:

IRCTC may exit from the contract at any time by giving 07 days notice in which case the SD, will be refunded after adjusting outstanding if any.

10. LABOUR LAWS:

The Service Provider/Agency shall comply with the provisions of all labour legislations' including the requirements of:

- Payment of Wages Act
- Employees' Compensation Act
- Shops & Establishment Act
- PF & ESI Acts
- Child Labour (Prohibition and Regulation) Act, 1986.
- Contract Labour(R&A) Act, 1971
- Minimum Wages Act, 1948.

The Railway /IRCTC will not accept any responsibility for the loss/damage/injury(including death) caused to the Contractor or to the personnel engaged by him in the process of rendering services under this contract and no claim/compensation will be entertained in this regard.

11. MISCELLANEOUS:

- 11.1 Successful parties would be given maximum three (03) days' time or less time, as the case may be, from the date of issue of the letter of award, to convey his acceptance of award of contract. In case manufacturer/Firm/Service Provider/Agency fails to accept the offer of award of contract, his Earnest Money Deposit (EMD), if any, shall be

forfeited by IRCTC. The manufacturer/Firm/Service Provider/Agency shall be debarred from participating in the future projects of IRCTC for a period as mentioned in Withdrawal clause.

- 11.2 Any notice to be served on the Firm/Service Provider/Agency's shall be deemed to be sufficiently served if delivered at or sent by registered post addressed to the Firm/Service Provider/Agency at their registered office or last known place of business. Any notice to be served by the Firm/Service Provider/Agency on IRCTC shall be deemed to be sufficiently served if, delivered/sent by registered post addressed to the Indian Railway Catering and Tourism Corporation Limited at IRCTC concerned Zonal Office: Till the formal agreement is signed between Firm/Service Provider/Agency and IRCTC, this tender document will be an agreement between the Service Provider and IRCTC. The terms & conditions of the tender document will be binding on both the parties.
- 11.3 **Till the formal agreement is signed between the Firm/Service Provider/Agency and IRCTC, this tender document will be an agreement between the Service Provider and the IRCTC. The terms and conditions of the tender document will be binding on both parties.**
- 11.4 The Firm/Service Provider/Agency shall maintain full records pertaining to scope of work rendered to Purchaser (e.g. accounts, voucher, bills etc.) and make it available for inspection to IRCTC.
- 11.5 The Firm/Service Provider/Agency shall not sublet or assign directly or indirectly his contract, or any part thereof or any interest therein, to any persons who so ever without the prior written permission of IRCTC. Such subletting assignment, transfer shall not be binding upon IRCTC and in the event of the Firm/Service Provider/Agency infringing the provision of this clause, IRCTC shall be at liberty to terminate the contract forthwith without any previous notice to the Firm/Service Provider/Agency and the Firm/Service Provider/Agency shall name no claim whatsoever in consequences of such termination of the contract. IRCTC shall be entitled to purchase any item/ Service of this contract elsewhere on the Firm's account and risk, and the Firm shall be liable for any loss or damage, which IRCTC may sustain in consequences or arising out of such contract.
- 11.6 In the event of any unforeseen event directly interfering with the operation of Contract arising during the currency of the contract agreement; such as war, insurrection, restraint imposed by the Government, act of legislature or other authority, explosion, accident, strike, riot, lock out, act of public enemy, acts of God, sabotage; the Licensee shall, within a week from the commencement thereof, notify the same in writing to IRCTC with reasonable evidence thereof.
- All the aforesaid conditions for rendering services shall be applicable during the period of contract.

FINANCIAL BID FOR FORENSIC AUDIT OF THE SUPPORTING DOCUMENTS SUBMITTED BY THE BIDDERS TOWARDS PRE-QUALIFICATION CRITERIA MENTIONED IN THE TENDERS

1. I have read the general guidelines and bid document attached hereto containing the Terms and Conditions and agree to abide by such conditions. I / We offer the bids for **forensic audit of the supporting documents submitted by the bidders towards pre-qualification criteria mentioned in the tenders** and hereby bind myself / ourselves to complete all the formalities from time to time as required after the award of license.
2. I hereby understand that the submission of offers / bids does not guarantee allotment of license for **forensic audit of the supporting documents submitted by the bidders towards pre-qualification criteria mentioned in the tenders**.
3. I further understand that in case of any information submitted by me / us being found to be incorrect, IRCTC will have the right to summarily reject the bid, cancel the license or revoke the same with forfeiture of Security Deposit including debarment for a period of 3 (three) years at any time without assigning any reason whatsoever.
4. In case of acceptance of Bid by the IRCTC, I / We bind myself / ourselves to execute the contract agreement awarded to me / us and to commence the work as per the conditions of the contract. Till the formal agreement is signed, letter of award, my/our acceptance and terms and conditions of this bid document will be binding on both the parties.
5. IRCTC and its representatives are hereby authorized to conduct any inquiries or investigations or seek clarifications or verify any statements, documents and information submitted in connection with this bid.
6. On account of non-acceptance of award or on account of not fulfilling tender conditions within the prescribed time, I/We shall be debarred by IRCTC for further participation in the future tenders of IRCTC for a period of three years.
7. I do hereby confirm that I have the necessary authority and approval to submit this bid for **forensic audit of the supporting documents submitted by the bidders towards pre-qualification criteria mentioned in the tenders**.
8. I further certify that I/We am/are ready to provide the services as per the terms and conditions of the bid document.
9. I understand that contract is on a basis to maintain the services in public interest.
10. I shall handover the possession of all the documents in connection with the forensic audit of bidders as and when advised by IRCTC. IRCTC decision in this regard shall be final and binding.
11. I understand that IRCTC reserve the right to reject, accept or consider any offer without assigning any reason whatsoever.
12. I have read, understood and accept all the conditions of the “Pre Contract Integrity Pact” given in Annexure-B.

QUOTATION BY THE BIDDER:

TO BE FILLED BY THE BIDDER				
FORENSIC AUDIT OF THE SUPPORTIN G DOCUMENT S SUBMITTED BY THE BIDDERS TOWARDS PRE- QUALIFICAT ION CRITERIA MENTIONED IN THE TENDERS FOR CONTRACTS OF FP/FFUs, RETIRING ROOMS AT A AND A-1 CATEGORY STATIONS AND, EXECUTIVE LOUNGES AT ALL CATEGORIE S STATIONS.	Qty	Professional Fee (in Rs.) per check excluding GST	Professional Fee (in Rs.)for 100 Nos. of checks excluding GST	
		Figures	Figures	Words
		100 Nos of Case Checks.		

NOTE:

- There will be no increase in professional fee during the contract period
- GST/any other applicable tax is payable extra as per applicable rates.
- In addition to quoted professional fees, other expenses if any such as travel, boarding, telecommunication, conveyance and other expenses specifically related to this engagement will be billed to IRCTC on actual basis. The above expenses should be kept at bare minimum. However, prior consent of IRCTC before incurring such expenses is required.

- d) The submission of this financial bid through digital signature will be considered as confirmation that the bidder has read, understood and accepted all the documents referred to in the tender document.

Documents to Be Submitted Along with this Tender

Sl.No.	Document Name	Annexure
01.	PRE-CONTRACT INTERGRITY PACT	Annexure-B
02.	Agreement towards Waiver under Section 12 (5) and Section 31-A(5) of Arbitration and Conciliation (Amendment) Act	Annexure-C
03.	Financial Bid	Annexure-A
04.	DECLARATION	Annexure-I

INTEGRITY PACT

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact or IP) is made on ____ day of ____, 2025 between Indian Railway Catering & Tourism Corporation Limited (hereinafter referred as “IRCTC”), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns.

And

..... hereinafter referred to as “The Bidder/Contractor” which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns

Preamble

The IRCTC intends to award, under laid down organizational procedures, Contract/s for (Tender No.)The IRCTC values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its bidder(s) and / or contractor(s).

The Integrity Pact essentially envisages an agreement between the prospective vendors/bidders and the buyer, committing the persons/officials of both sides, not to resort to any corrupt practices in any aspect/stage of the contract. Only those vendors/bidders, who commit themselves to such a Pact with the buyer, would be considered competent to participate in the bidding process. In other words, entering into this Pact would be a preliminary qualification. Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties.

The essential ingredients of the Pact include:

Section 1- Commitments of IRCTC

IRCTC commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (1) No employee of IRCTC, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (2) IRCTC will, during the tender process, treat all bidder(s) with equity and reason. IRCTC will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any bidder(s) confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution. IRCTC will enter into agreements with identical conditions as this one with all bidders and contractors.
- (3) IRCTC will exclude from the process all known prejudiced persons.

Section 2- Commitments of the Bidder(s)/Contractor(s)

The Bidder(s)/Contractor(s) commit themselves to take all measure to prevent corruption. The Bidder(s)/Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.

1. The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the IRCTC's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to.
2. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal with respect to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
3. The Bidder(s)/Contractor(s) will not commit any offence under IPC/PC Act. Further the Bidder(s)/Contractor(s) will not pass any information or document provided by IRCTC as part of the business relationship, regarding plans, technical proposals and business details including information contained or transmitted electronically to others
4. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of their Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of their foreign principals, if any.
5. The Bidder(s)/Contractor(s) will, when presenting their bid, disclose any and all payments to be made by them to agents, brokers or any other intermediaries in connection with the award of the contract.
6. Bidder(s)/Contractor(s) who have signed the Integrity Pact shall not approach the courts while representing the matter to IEMs and shall wait for their decision in the matter.
7. Bidders to disclose any transgressions with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the competent authority. The period for which such transgression(s) is/are to be reported by the bidders shall be the last three years to be reckoned from date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.
8. In case of a Joint Venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all the sub-contractors also sign the IP. In case of sub-contractors, the IP will be a tri-partite arrangement to be signed by the Organization, the contractor, and the sub-contractor.

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

Section 3- Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last three years from date of bid submission with any public/government organization that may impinge on the anti-corruption principle that could justify his exclusion from the tender process.
2. If the bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Guidelines on Banning of Business dealings”.

Section 4- Violation of Integrity Pact by Bidder(s)/Contractor(s)/Subcontractor(s)

Any violation of Integrity Pact by Bidder(s)/Contractor(s)/Subcontractor(s) before award or during execution would entail disqualification of the Bidder(s)/Contractor(s)/Subcontractor(s) and exclusion from future business dealings, as per the existing provisions of GFR 2017, PC Act 1988 and other applicable Financial Rules/Guidelines etc.

Section 5 - Compensation for Damages

- (1) If IRCTC has disqualified the Bidder(s) from the tender process prior to the award according to Section 4, the IRCTC is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If IRCTC has terminated the contract according to Section 4, the IRCTC shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 6- Independent External Monitor

- (1) IRCTC has appointed competent and credible Independent External Monitor (IEMs) for implementation of the Integrity Pact after approval by Central Vigilance Commission. The task of IEMs is to review independently and objectively, whether and to what extent the parties comply with the obligations under the Pact on receipt of any complaint by them from the bidder(s).
- (2) The IRCTC has appointed following two Independent External Monitors (hereinafter referred to as IEMs) for this Pact in consultation with the Central Vigilance Commission.
 - a) Shri Apurva Varma, IAS (Red.) as IEM/IRCTC, E-mail: - apurvavarma1@gmail.com
 - b) Shri Bharat Prasad Singh. IFoS (Red.) as IEM/IRCTC, E-mail: - bps.arunabh@gmail.com
- (3) The IEMs shall examine all the representations/grievances/complaints received by them from the bidders or their authorized representative related to any discrimination on account of lack of fair play in modes of procurement and bidding systems, tendering method,

eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/specifications etc. .

- (4) The Bidder(s)/Contractor(s)/Subcontractor(s) accepts that the IEMs have the right to access to all documents/records pertaining to the tender for which a complaint or issue is raised before them, as and when warranted.
- (5) The IEMs are under contractual obligation to treat the information and documents of the bidder(s)/ contractor(s)/ Sub contractor(s) with confidentiality. The IEMs have also signed declaration on 'Non-Disclosure of confidential Information' and of 'Absence of conflict of interest'. In case of any conflict of interest arising at a later date, the IEM shall inform CMD, IRCTC and rescue himself/herself from that case.
- (6) The role of IEM is advisory and the advice of IEM is non-binding on the Organization. However, as IEMs are invariably persons with rich experience who have retired as senior functionaries of the government, their advice would help in proper implementation of the IP. The final authority for implementation of IP is CMD, IRCTC.
- (7) In the event of any dispute between the management and the contractor relating to those contracts where Integrity Pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bond manner. However, not more than five meeting shall be held for a particular dispute resolution, the Fees/expenses on dispute resolution shall be equally shared by both the parties. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the Organization/Contractor(s) may take further action as per the terms and conditions of the contract
- (8) The role of CVO of the organization shall remain unaffected by the presence of IEMs. A matter being examined by the IEMs can be separately investigated by the CVO in terms of the provisions of the CVC Act or Vigilance Manual, if a complaint is received by him/her or directed to him/her by the Commission. CVO and/or the officials of the vigilance wing should not be associated by IEMs during examination of the complaints in any manner.
- (9) The Word 'IEM' would include both singular and plural.

Section 7- Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor(s) 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim made/ lodged during this time, the same shall be binding and will continue to be valid even after lapse of this pact as specified above, unless it is discharged/determined by the CMD, IRCTC.

Section 8- Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the place of Registered Office of IRCTC, i.e. New Delhi.

- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) Should one or several provisions of this agreement turn out be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (4) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure (if any), the clause in the Integrity Pact will prevail.

 (For & On behalf of the IRCTC)

 (For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place

Date

Witness 1:
 (Name & Address)

Witness 2:
 (Name & Address)

Agreement towards Waiver under Section 12 (5) and Section 31-A(5) of Arbitration and Conciliation (Amendment) Act

I/We _____ (Name of agency/contractor) with reference to agreement no _____ raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

Brief of claim:

- (i) Claim 1- Detailed at Annexure
- (ii) Claim 2-
- (iii) Claim 3-

I/We _____ (post of Engineer) with reference to agreement no _____ hereby raise disputes as to the construction and operation of this contract, or the respective rights and liabilities, withholding of certificate and demand arbitration in respect of following claims:

I/We _____ agree to waive off applicability of Section 12 (5) of Arbitration and Conciliation (Amendment) Act.

Signature of Claimant _____ Signature of Respondent _____

Agreement under Section 31 A(5)

I/We _____ (name of claimant) with reference to the agreement no _____ hereby waive off the applicability of sub-Section 31-A (2) to 31-A (4) of the Arbitration and Conciliation (Amendment) Act. We further agree that the cost of arbitration will be shared by the parties as per Clause 64 (6) of GCC.

Signature of Claimant _____ Signature of Respondent _____

(This clause can be strike out as well as I don't see any purpose of this clause at this time)

*Strike out whichever not applicable.