

DO'S AND DON'TS FOR GENERAL CONDUCT

Do's

- One's actions and decisions in official matters should be such, as a person of ordinary prudence would take in his own personal business affairs.
- In matters requiring technical expertise of the discipline to which the officer belongs, the actions and decisions should be able to stand the test of the required expertise/technical knowledge/scrutiny.
- Observe courtesy in dealings with public, subordinates and colleagues. Many complaints have their genesis in the discourtesies and misbehavior with employees, contractors and others who come in contact with you.
- Pay prompt attention to the complaints or grievances and redress the grievance, wherever and as quickly as possible. This not only builds up the confidence of people in management but also avoids unnecessary vigilance cases.
- Have respect for laws of the land and observe them in letter and spirit. You are not only an example for others but are more vulnerable than others.
- Every Executive having supervisory functions is a vigilance officer in respect of persons under his charge and the conducted rules enjoins upon him to take all possible steps to ensure the integrity and devotion to duty of the employees under his control and authority.
- Infringement or violation of any law for the time being in force could result in departmental action apart from the proceedings under the law violated, e.g., laws relating to prohibition; intoxication of drugs; bigamous marriages; giving or taking of bribes; etc.
- Do any rules, regulations, policies, guidelines, procedures, practices and functions exist in the organization about the modalities in which the work of your unit is to be carried out? If instructions have been issued from time to time, some of them might have become defunct or obsolete. It would be advantageous to consolidate them so that clear and unambiguous guidelines are available to the employees of your unit. This will make everyone's task in the unit easy.
- If no written instructions exist and the work in your unit is being carried out as per the needs and circumstances, it would be desirable to make a humble beginning by laying down the existing procedures, which are being followed. At least it would help the new entrants to your unit and once they are put on a paper, improvements would come automatically.
- The Schedule of Delegation of Powers (SOP) confers a large amount of discretion on the executives at various levels and the company expects the executives to use the discretion judiciously.
- If in respect of a power vested in you under the Delegation, a committee has been constituted to negotiate purchase, etc., the committee is to assist you in taking a decision as appointment of a committee does not amount to abdicate one's responsibility. Whereas each member of such a committee is jointly and severally responsible, the responsibility of an officer in whom the power is vested is certainly more.
- The Conduct Rules are in the nature of guidelines and are not only for keeping the management informed about the personal acquisitions, etc. of the employees but are

also meant for their protection against allegations by unscrupulous persons. The disclosures made or permission obtained at appropriate time as required under the Conduct Rules would provide protection against unnecessary allegations at a later date.

- Even if you have taken advance for the purchase of car, house, etc. from the company, this does not dispense with the permission or information under the Conduct Rules.
- Under the rules of conduct, every employee is required to maintain absolute integrity at all times. This is not only so in his official capacity but even in his private life and dealings he is required to maintain absolute integrity. The management can take action of any blatant misconduct in your capacity as a trustee of provident fund; office bearer of a cooperative society; etc., even though the alleged misconduct may not have any bearing on your official work.
- Gifts upto a value of Rs.7000/- (rupees seven thousand) in the case of employees of the rank of Asstt. Manager (E-2) and above; Rs.4000/- (rupees four thousand) in the case of employees of the rank of Executive (E-0) or Sr. Executive (E-1); Rs.2000/- (rupees two thousand) in the case of employees holding any Supervisory post (S-1 to S-4) or the post of workmen from W-4 to W-6; and Rs.1000/- (rupees one thousand) in case of the employees holding the post of workmen from W1 to W3 from near relatives can be accepted by executives on occasions such as weddings, anniversaries, funerals of religious functions when the making of gift is in conformity with the prevailing religious or social practice.
- In any other case, an employee of the Corporation shall not accept or permit any other member of his family or any other person acting on his behalf to accept any gift without the sanction of the Competent Authority, if the value thereof exceeds (i) Rs.1500/- (rupees one thousand five hundred) in case of the employees holding the post of Executive (E-0) and above; (ii) Rs.500/- (rupees five hundred) in case of the employees holding the post of Chief Supervisor or below (S-1 to S-4 and W-1 to W-6).
- Every employee of the Corporation/Company shall within one month report to the Competent Authority every transaction concerning movable property owned or held by him in his own name or in the name of a member of his family if the value of such property exceeds Rs.20000/- (rupees twenty thousand) in case of an employee holding the post of Executive (E0) or above, or Rs.15000/- (rupees fifteen thousand) in case of an employee holding the post of Chief Supervisor (S4) or below.
- Every executive is required to submit a statement of his moveable property/immovable property on his first appointment and every year subsequently. Do ensure that your statement has reached the competent authority and you have obtained acknowledgement. If not, the same may be submitted.
- Do remember that possession of disproportionate assets is an offence and Property Return will help tremendously, if you are faced with wild allegations of corruption.
- Immoveable Property Return in prescribed proforma should be submitted on the first of every year without fail, notwithstanding that the Return is 'nil'; or there is no acquisition in the year-under report; or the acquisitions of immoveable property during the year have been reported to the competent authority.
- Do always kept in mind that as IRCTC employee, you have to do 'public duties' and enhance IRCTC business only and not private duties to benefit certain private people, with vested interests.

- Do understand that corruption/malpractices by you directly or indirectly cost the IRCTC heavily as those are discriminative in nature.
- Do try your best to combat corrupt practices and willful violation of the laid down Rules, procedures and systems by your subordinates and colleagues as 'Good Citizens' of the largest democracy.
- To ensure speedy decision-making, make specific suggestions for liberalization of cumbersome Rules and procedures and then function within those, not outside.
- Do always keep in mind that each and every employee of IRCATC ahs to contribute his/her mite through highest standards of integrity, dedication, commitment, competence and impartiality-in a free, fair fearless & dispassionate manner.
- Do create a vigilance friendly environment in the organization, though your own positive, transparent, fair & timely actions. By doing so you can make vigilance redundant.
- Be cost conscious, cost-effective and plug all pilferage, wastes and leakages. Initially, such actions may irritate, but in the long run these pay handsomely.
- Take prompt and firm actions to bring the corrupt to book. This will enhance the moral health of the organizations and give extra impetus to the honest.
- As Manager, you duties are to manage men, money, materials, machines and methods in an economic, efficient, effective and excellent manner.
- Do acquaint yourself with the basic Laws of the Land, respect the laws and observe them, both in letter and spirit. Remember that ignorance of law cannot be an excuse.
- In a commercial and vibrant organization like IRCTC, entrusted with the responsibility of ensuring uninterrupted catering services and interest reservation, it might not be always possible to keep detailed records of all actions and even some deviations from the laid down procedures might have to be made rarely, due to sudden, emergent requirements. Whenever departing from the existing instructions or taking recourse to emergency measures or situations, kindly record as soon as possible, the nature of emergency and the reasons for deviations logically and systematically. If you are not the competent authority, bring your record notes to immediate notice of the Competent Authority for information and approval on ex-post-facto basis.
- Existence of such contemporary record is your safest insurance against vigilance. C.B.I. case or such cases.
- Do conduct surprise and periodical inspections at sites, to check works in progress, stores, etc. On the spot recording of inconsistencies, if any, keeps the subordinates not only on their toes, but, also prevents inferior quality in works/supplies, other irregularities and pilferage. Element of "surprise" is an essential as advance planning of visits on 'periodical basis'.
- The minutes of committee meetings should be recorded immediately, at the conclusion of the meeting and signed by all the members, so that in case there is any point of ambiguity, the same could be clarified by the concerned members at the time of signing. Delay in writing minutes of the negotiating committee, purchase committee, tender committee, recruitment/promotion committee etc., tends to give scope for suspicion that some manipulations might be taking place.
- Always date your initials or signatures fully. It might save you sometimes, from some possible future embarrassments.

- Follow scrupulously the Conduct, Discipline and Appeal Rules/Standing Orders as laid down for the employees.
- Every employee is required to maintain absolute integrity, at all times, under the Conduct Rules. A man of integrity will never listen to any plea against conscience and is always accepted, believed, trusted and befriended by all.
- Keep a good conscience and stick to it. It is a constant friend and will never let you down. Hence decide on what you think is right and stick to it. Please record your reasoning for a particular advice or decision in the file as logically and as clearly as possible.
- Behaviour is an important tool of success; so behave cogently, gently, amply, kindly, friendly, cheerfully and boldly. Behave with others the way you expect others so behave with you.
- Encourage your subordinates to do their best. The inner most expectation of every human being is a "craving to be appreciated". If you want to effect change, and change fast, encouragement is the best tool.
- Sometimes, you may commit errors. But if you do so, please admit the same gracefully, instead of trying to pass on the responsibility to others.
- Whenever your son, daughter or any member of your family or any other close relative accepts an employment with any private firm with which you have official dealings or with any firm having officials dealing with the Company, apply for the previous sanction of the Competent Authority. Where the acceptance of the employment cannot await the prior permission of the Competent Authority, the employment may be accepted provisionally, subject to the permission of the Competent Authority.
- If you or any of your relatives is interested in any case or in a contract or in any other matter connected directly or indirectly with your official duties. Refer such matter or contract to your official superior, without any recommendation or nothing from you on the subject.
- Always obtain the previous sanction of the Competent Authority before you own wholly or in part; any newspaper or periodical or conduct or participate in the editing, publication or management of any newspaper or periodical.
- Always obtain the previous sanction of the Competent Authority before you participate in a radio broadcast, television, media or contribute any article or write any letter, either in your own name or anonymous, pseudonymous or in the name of any other person to any newspaper or periodical, unless you are satisfied that such a contribution is of a purely literary, artistic or scientific in nature.
- Do intimate to the Management, if any member of your family is engaged in a trade or business or owns or manages an insurance agency or commission agency.
- You must seek and obtain sanction of the Competent Authority before you accept any fee from any public body or any private person.
- Avoid seeking and receiving cash donations and advertisements from the Corporation's Contractors/suppliers etc. even for a good cause lest it should place you under obligations.
- Always demonstrate a sense of fair play and impartiality in disposing of cases. Dispose off cases promptly and without undue haste.
- Do intensive monitoring of delays and disposal of files of your department, it helps curbing corruption.

- Do job rotation in respect of sensitive positions at least once in 3 years positively. This will definitely reduce creation of vested interest, indulging in corrupt practices and curb vigilance cases.
- Pay personal and particular attention to compliance of Rules and Procedures; it is an effective method of preventive vigilance.
- Keep on assessing the strength and weaknesses of the 'Internal Control Mechanism'; this is the surest way to reduce malpractices at all levels.
- Publish and circulate the Rules and Procedures as widely as possible, in simple words and make them less cumbersome; it dispenses with the necessity for 'speed money'.
- Pay surprise and frequent visits to the places visited by the public; it will give you a good feed back and first hand information of the happenings as well as various kinds of malpractices prevalent.
- Do remember that corruption starts in a small way; it would thus be wise to 'press the brake' in the initial stage itself otherwise it is bound to spread like a fire.
- Follow scrupulously all laid down procedures, system and practices. It will go a long way in eliminating malpractices. In case any deviation is considered necessary in Corporation's interest, obtain specific approval of the Competent Authority.
- Keep a quiet watch over the style of living, types of visitors etc. of the employees posted on sensitive areas/posts. It will help in detection of corruption at early stages.
- Do prepare a short check list of all essential procedures and, before giving sanctions, ensure that all procedures have been followed by referring to the check list; this small step will save you a lot of subsequent botheration.
- Do remember that vigilance is a function of all employees having supervisory responsibility; not of Vigilance Department alone; as Vigilance is primarily a Management function.
- Consider Vigilance man as your friend, philosopher and guide and extend him your fullest cooperation.
- Remember, problems start where vigilance ends.
- Do avoid sanctioning a privilege to yourself even if it is within your own competence. Let such sanction be accorded by your superior.
- The cases must be examined at micro-level with explicit recommendations and all facts to be discussed for appropriate decision of the Competent Authority.
- Do conduct micro-level regular reviews of work done by your subordinate staff and give them suitable directions on the problematic areas.
- Do not be brash in telling 'no' to anybody for any undue request made by him/her. Try to learn the art of saying 'no' politely, but firmly. A soft answer always turns away the wrath.
- Do maintain the highest standard of probity and integrity.

- Do go through procedure/ manuals of IRCTC like:
 - (i) Policies, Procedures and Schedule of Powers.
 - (ii) IRCTC Disciplinary and Appeal Rules.
 - (iii) IRCTC General Conditions of Service.
 - (iv) Accounts manuals on various business segments issued by IRCTC.
 - (v) Policy on work contract matters.
 - (vi) IRCTC Procurement Policy.
 - (vii) Procurement procedure of Store matters.
 - (viii) Conduct Rules.

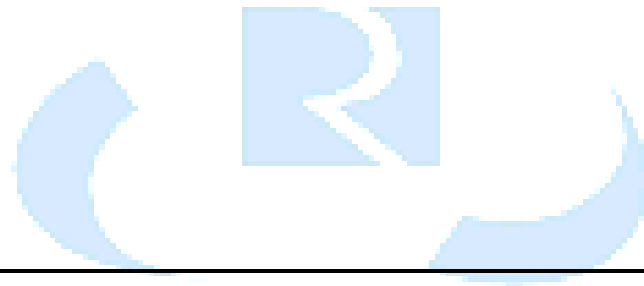
Don'ts:

- Don't be arbitrary and illogical in your decisions. The decisions should be justifiable on all counts.
- Don't delay the decisions and/or movement of files. Delay creates doubt and breeds corruption. Even innocent delays create suspicion in the minds of the people.
- Don't mix with the contractors and suppliers having dealings with you or your Company and also do not accept lavish hospitality, except to the extent it is necessary for the business of the company. Having regular club associations and social parties with such contractors and businessmen creates suspicions in the minds of public, your colleagues and subordinates, about your integrity; and could result in avoidable complaints.
- If the case of any person or firm comes up, in which you do have direct or indirect interest, do not hesitate to put up the case to your higher authority pointing out what interest you have with the person or the firm.
- Don't mix up your personal and official business as far as possible. If it is unavoidable, particularly while on tour, you can take Casual Leave and do not claim Daily Allowance.
- Don't delay submission of your T.A. Bills. These should be submitted carefully and any excuse that wrong Daily Allowance has been claimed, as the bill was prepared by the Private Secretary, is not acceptable.
- Don't sign the minutes or any other documents back-dated. This may or may not achieve the desired objective, but can certainly put you in difficulties in the event of a vigilance case later.
- Don't deal with firms which do not give full and complete address or detailed particulars. Do go into antecedents of such firms wherever required. Do verify bonafides of the firms which furnish addresses like "C/o Post Box No....."
- Don't be bigamous. Even if you are permitted by your personal law to marry while your spouse is living, you would be violating the Conduct Rules by such marriage, unless you have taken written permission of the Competent Authority and that such a marriage has also got legal sanction.
- Don't give any statements to the Press, unless you are authorized to do so. If you have something to convey to the Press, use the good offices of the Corporate Communications/PR Department.
- Don't indulge in acts of moral turpitude.
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- Don't rely on extraneous material, while taking a decision in favour of private party or employee.
- Don't fail to be fully conversant with the powers delegated to you under Delegation of Powers. Do not unjustifiably put up proposals to higher authorities if the case can be disposed off at your level, under the delegation.
- Don't be negligent or lack in devotion to duty any time. Barring bonafide mistakes or errors or judgment, if any employee exhibits lack of devotion to duty or negligence, he/she attracts provisions of Conduct Rules.
- Don't forget to conduct yourself in a manner which enhances the image of the company. This covers not only your actions in your official capacity and position, but also your private life and dealings.
- Don't engage or participate in any demonstration involving incitement to an offence.
- You are prohibited from engaging directly or indirectly in any trade or business or undertaking any other employment, part time or whole time, without the previous sanction of the Competent Authority.
- An executive should avoid monetary transactions either directly or through members of his/her family, which places him/them under pecuniary obligation to any person with whom he/she or is likely to have official dealings.
- Don't give evidence in connection with any enquiry other than judicial or departmental enquiry or enquiry before an authority appointed by Government, Parliament, or State Legislature, without previous permission of Competent Authority, and where permitted to give evidence, do not criticize policy or action of the Government or the Company.
- Don't communicate information to anybody unauthorisedly, either during service or after laying down service. Do not own, edit or publish any newspaper or periodical without previous sanction of Competent Authority.
- Don't make statements criticizing policies or action of Government of the Company except when the statements made or views expressed are factual, but not confidential in nature, made in official capacity or in performance of assigned duties or views expressed by recognized trade union office bearers for purpose of safeguarding or improving the conditions of service of the employees.
- Don't give or take or abet in giving or taking of dowry.
- Don't take part in the registration, promotion or management of any society, bank or any other company which is required to be registered under the Companies Act or any other Act, or a Cooperative Society, for commercial purpose subject to exceptions, if any provided in the Conduct Rules.
- Don't use your position or influence directly or indirectly to secure employment for any person related to you, whether by blood or marriage, or to your wife or husband, irrespective of whether such a person is dependent on you or not.
- Always desist from dealing with any matter or sanction of any contract to any Company or to any person if any member of your family or any of your relatives is employed in that Company or under that person.
- Don't fail to report to your Controlling/Competent Authority when you apply to be declared; or is adjudged, or declared insolvent by any court of jurisdiction.
- Don't yield to temptation or run after petty gains; it does not pay ultimately.

- Don't live beyond your means; it may be tempting, but very dangerous and can be questioned by Vigilance and CBI.
- Don't make any attempt to flout or circumvent or short-circuit the Rules or Regulations, to suit vested interests; it may cost you heavily in the long run.
- Don't take any obligation in any form, from anyone; it may boomerang.
- Don't lean too heavily on your superiors as also subordinates; it may prove costly.
- Don't allow your family members to use your name for personal gains; it can ruin your reputation. Do not fail to remember "reputation once gone is not retrievable".
- Don't use your influence for securing and advantage for yourself or anyone related or known to you; it does not speak well of you.
- Don't exceed your powers financial and administrative, except in an emergency; it is irregular and gives rise to suspicion.
- Avoid getting influenced by personal likes and dislikes, whims and prejudices while disposing off the files or cases.
- Don't relax while you are on supervision duties; this may bring trouble for you and your Company.
- Avoid misuse of the Corporation's property, i.e.; misuse of vehicles, telephones, manpower, stationery etc.
- Don't make any unauthorized communication directly or indirectly or part with any information to any other employee or person to whom you are not authorized to communicate or to part with such information, or which may be detrimental to the interests of the Company.
- Don't accept or permit any member of your family or even a person acting on your behalf to accept any gift which includes free transport, boarding, lodging or other services or any other pecuniary advantage from a person other than a near relative or personal friend having no official dealings with the employee. Even in permitted situations, do not accept any gift in cash or kind, of more than the specified value.
- Don't accept gifts during festive occasions such a Diwali, Christmas, New Year, etc. The practice of PSUs, etc. sending gifts to Government servants unnecessarily embarrasses them and put them in a dilemma. The gifts are to be provided only to promote commercial/business interest and need not therefore be sent to Government officials etc. who are also doing their duty. However, distribution of diary and calendars during New Year can be distributed to promote commercial interests of the Corporation.
- Avoid habitual indebtedness.
- Don't ignore knowledge of departmental rules, regulations, procedures and policies while taking a decision or performing your duties.
- Don't seek to frustrate or undermine the policies, decisions and actions taken in public interest by the management, by declining or abstaining from taking or delaying actions.
- If a power is delegated to an Executive and instead of exercising the power, he unjustifiably submits the proposal to higher authority for approval, it would neither be appreciated nor would absolve him from his basic responsibility. At the same time the Executive would be regarded as unworthy of his post.
- The company expects its employees to maintain at all times complete devotion to duty. Barring bona fide mistakes or errors of judgments, if an employee is negligent or lacking in devotion to duty, this would attract the provisions of conduct rules.

- Not only taking of bribe or any illegal gratification is an offence but also a specific misconduct and the giver of bribe or illegal gratification is equally guilty.
- If a private firm has official dealings with the company or any of its units, please take prior permission of the competent authority if a member of your family is to get employment in the firm. Normally, this permission is immediately granted unless the executive concerned has used his official position or status in securing employment for a member of his family. However, if there is great urgency, the employment can be accepted provisionally but the executive concerned should immediately obtain the permission of the competent authority.
- Giving or taking or abetting the giving or taking of dowry is strictly prohibited. Even indirect demand of dowry from the parents or guardians of a bride or bridegroom, as the case may be, is also prohibited.
- Violation of the prescribed Conduct Rules and the Standing Orders applicable to executives/non-executives amounts to misconduct and initiation of disciplinary action.
- Don't forget to keep in safe custody the important and confidential notes, files, documents, etc. entrusted to you.
- Avoid getting influenced by personal likes and dislikes, whims and prejudices while disposing of files or cases.



IRCTC

FILING SYSTEM

Do's

- Do adopt filing system which is simplified and transparent.
- Do have a single file system with proper page numbering as the files are very important and sensitive documents.
- Do paginate all files including note sheets and correspondence papers, ensure page no. before you sign.
- In case of urgency if opening of part file is unavoidable, do merge the part file immediately with the main file otherwise it will result in break in continuity and arbitrariness in decisions-making.
- Do ensure that the decisions/deliberations of the individuals or the Tender Committee be properly documented or recorded otherwise it dilutes the accountability of the officers and may result in the 'interested' officers going scot-free, even if serious lapses are established against them.
- Do ensure that in certain cases where there is necessity to maintain confidentiality, information is protected.
- Do keep important files under safe custody under lock and key.

Don'ts

- Don't open part files as and when new action is initiated, as a routine.
 - Don't hold file for arrival of speed money before the orders are placed.
 - Don't disclose the sensitive information or documentation to bidders/private parties of various departments in the absence of proper filing system.
 - Don't allow unauthorized person or employee to handle your file or make photocopy thereof.
 - Don't open different files under one nomenclature or head.
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REGISTRATION OF FIRMS/CONTRACTORS

Do's

- Do determine whether the particulars furnished and the answers given to the questions in the application forms are definite or evasive or disclose the firms' suitability or unsuitability.
- Do decide whether an inspection report about the applicant's capacity and suitability should be obtained or not.
- Do decide reporting on firms capability and suitability.
- Do maintain the list of registered suppliers showing the scope for which each supplier is registered.
- Do maintain the list of firms whose registration has been refused, dropped or removed.
- Do maintain the list of the firms against whom penal action taken or debarred from participation in tendering.
- Do maintain the list of firms whose performance has been found unsatisfactory.
- Do ensure proper vendor updation procedures.

Don'ts

- Don't register fictitious firms/parties/contractors.
- Don't maintain old list/registration of firms/contractors. On yearly basis the list must be updated.
- Don't demand any bribe for registrations of firms/contractors.
- Don't relax registration criteria to suit particular vendor while rejecting the other for not meeting out certain criteria, conditions, thereby denying registration of firms/contractors.

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PROVISIONING

- There is urgent need to have provisioning system. It is observed that in certain cases excessive, fraudulent and infructuous purchases are made without taking into consideration, important aspects like available stocks, outstanding dues/supplies, past consumption pattern and average life of the equipments/items etc.
- Sometimes excessive/infructuous purchases made in collusion with the firms. This results in not only the material lying unutilized for years together with no residual life but also a lot of extra expenditure is incurred on the inventory carrying cost.
- The provisioning of the stores needs to be done with utmost care taking into account the available stock, outstanding dues/supplies, the past consumption pattern, average life of the equipment/spares/material.
- The requirements need to be properly clubbed so as to get the most competitive and best prices. The requirements should not be intentionally bifurcated/split so as to avoid approval from higher authorities.
- One time purchase for projects or capital equipments/spares should be properly justified depending on the actual requirement usage, rate of return etc.
- Obsolescence factor should also be taken into account i.e. the equipment to be purchased should conform to the latest specifications and technology available in the market particularly keeping in view IRCTC requirement.
- Even if the item/material is being provisioned from a cooperative store like 'Apna Bazar', 'Super Bazar' or any other departmental store, the competitive cost and consumption factor to be kept in mind in a commercial organization like IRCTC where there is no budgetary support.
- The cardinal principle of any public buying is to procure the materials/services of the 'specified' quality at the most competitive prices and in a fair, just and transparent manner.

IRCTC

PURCHASE MANAGEEMNT

- Don't give advance intimation of the indent requirements and leakage of indenters' estimated value to friendly firms providing opportunity to them in the preparation of their quotation vis-à-vis other parties who will come to know of the requirements as and when the invitation of Tender is issued. Indulging in such malpractices is a serious matter.
- Do explore all alternative sources of supply.
- Some times contractors/private parties have been found to be in possession of complete information about the requirements and value even before the indent was received in the office. This means that the interested contractors/private parties also maintain a close liaison with the indenting departments. This should be avoided.
- Sometimes tender terms and conditions, including specifications are not clear, thereby leaving wide scope for the individual interpretation thereof.
- There is absence of proper Vendor updation procedures.
- There is lack of proper system for preparation, floating, receipt, storage and safe custody of tenders received, resulting in misplacement of technical/price bids of the party(s).
- Don't entertain post contract amendment.
- Don't resort to emergency purchase and by pass competitive tenders on the ground such as early supply period, monsoon, court directives, national calamities, etc.
- Don't prepare unworkable and unrealistic estimates absurdly low or high to favour particular party who would resort to corrupt practices in connivance with indenting/executing deptt.
- Don't reject tenders on frivolous grounds during technical bid.

IRCTC

TENDERS

ADMINISTRATIVE APPROVAL

Do's

- For every work (excluding petty works and repairs), it is necessary to obtain, the concurrence of the competent authority of the administrative department before commencement. The formal acceptance of the proposals by the competent authority is termed as "administrative approval". The basic purpose of obtaining "administrative approval" is
- To check whether the work is really required.
- To see whether the estimate is not an inflated one.
- To see whether yardstick for various provisions are not exceeded.
- Administrative approval provides an opportunity to take decision regarding scope of work, specifications and cost involved. Otherwise, there is likelihood of misuse of the powers by the subordinate authority.
- Do ensure that funds meant for a particular work/job are not diverted to other works/jobs. There is no financial discipline in this case apart from utilizing the funds for the lavish expenditure.
- Do prevent inflated Provisions in the Revised Estimates. At the conception stage itself, inflated provisions are sometimes incorporated in the preliminary estimate and the margin thus available in the sanctioned estimate is misused for non-essential works and also for awarding the work at higher rates to the contractor.
- Do ensure that major changes are not made during execution. The scope and specifications of the work are not drastically changed by the executing authorities. This exercise is mainly to ensure that no undue benefit to the contractor by allowing him to execute the items at higher rates is given. Apart from the high rates, the contractor should not get additional work without competition.
- Do ensure that there is no delay in award of work because in some cases there has been unreasonable delay in administrative approval after submission of the estimate, planning and design, inviting tenders, acceptance and award of work after receipt of administrative approval. This sometimes results in exorbitant cost overruns funning into lakhs of rupees.
- Do conduct check on the preliminary estimate prepared by Consultants.
- The consultants engaged for planning, design and execution of work may furnish the preliminary estimates with ambiguous provisions and inflated rates etc. The administrative departments simply sanction these estimates without scrutiny resulting in the approval of inflated cost estimates which can be a source of corruption.
- A consultant prepared an estimate for a project/work. The estimate gives lumpsum amount for various components without giving any basis for the Last Supplier amount. The administrative approval has been accorded without checking the estimate. During the intensive examination it was found that the estimate is an inflated one.
- Do observe Yard stick- There must be some yard stick prescribed for various requirement such as floor area, finishing items, air-conditioning works etc., for various type of

buildings for a particular use. The competent authority should see that these yard sticks are observed strictly while according administrative approval to safeguard the public money against its misuse for personal comfort and benefit.

- Do consider Unit Cost - The estimate prepared for obtaining administrative approval should have some basis, such as unit cost etc. Some organizations such as CPWD follow well-established practice, such as "plinth area rates" for preparation of estimate for accord of administrative approval. If no such practice is adopted, it is difficult to exercise control over the cost, and there is every possibility of approving an inflated cost estimate by the administrative authority.
- Do prepare Detailed Estimate & Technical Sanction - The detailed estimate supported by complete details such as schedule of all items, quantities, rate, cost drawings, specifications rate analysis, measurement details needs to be prepared for each work and technical sanction of competent authority should be obtained. Technical sanction ensures that the proposal is structurally sound and estimate is an economical one. The nomenclature of various items of works should be without ambiguity. The rates should be adopted from standard schedule of rates and for non-schedule items, rates should be based on proper analysis of rates. If the estimate is prepared by the Consultants, the estimate has to be checked and sanctioned by the competent engineers of the organization which appointed the consultant to ensure economy as well as structural soundness of the project/work.
- Do check the detailed estimates prepared by the consultants because estimates prepared by the consultants are usually inflated one. Invitation of tenders based on such inflated estimates often lead to the possibility of acceptance of the same at higher rates extending undue financial benefit to the contractor/party.
- Do follow schedule of rates and prepare/conduct analysis for non-schedule items. Detailed estimates should be prepared on the basis of standard schedule of rates and in easel standard schedule of rates is not followed, the rate need to be analysed based on National Building Organization/CPWD guidelines etc. If this is not followed, it results in adoption of arbitrary rates for items in the Detailed Estimate. This ultimately will lead to inflated estimated cost, which could be a source of corruption.
- Do adopt details and reference to drawings for quantities. Sometimes details of measurements and drawings are not made as a part of the detailed estimate resulting in arbitrary adoption of quantities in the estimate. This often led to abnormal and unreasonable deviation in the quantity of various items of the work. The above again can be a source of corruption during execution to extend undue benefit to the contractor.
- Do verify use of imported material in the estimate prepared by the Consultants. It is the tendency of the consultants to use costly as well as imported items in the estimate to increase the cost of work as the fee payable to them is fixed as certain percentage of the cost of work. Due to this, the works are awarded at high rates, thereby, the consultants and contractors are benefited during the said process which had become the source of corruption.
- Do ensure that pre qualification criteria, performance criteria and evaluation criteria are incorporated in the bid documents in clear and unambiguous terms as these criterion very important to evaluate bids in a transparent manner. Whenever required the departments/organizations should have followed two bid system i.e. technical bid and

price bid. The price bids should be opened only of those vendors who were technically qualified by the Department/Organization.



Don'ts

- Don't do that the process of preparation of detailed estimate and call of tenders was dispensed with and contractors were asked to execute the work.
- Don't give additional work straight away to the contractor who is executing the adjoining work, thereby extending undue favour to the contractor/party who gets the additional work without going through the competition.
- Don't invite tender on the plinth area basis and award the work at exorbitantly high rates based on the rough cost estimate prepared by the plinth area method.
- Don't accord sanction for the estimate without ensuring economy and structural soundness.
- Don't give ambiguous nomenclature of items. Any ambiguity in the nomenclature of the items in the estimate results in quoting of erratic rates by the contractor as well as in disputes, ultimately resulting in loss to the IRCTC.
- Don't adopt arbitrary lump sum rates. Coefficients for various components of analysis of rates were taken arbitrarily such as contractor's profit to the tune of 25-30% against the standard 10%. This formed the basis for awarding the work at much higher cost than the justified.
- Don't repeat same component in more than one item. Repetitive stipulation of the same component in more than one item in the detailed estimate results in over payment to the contractor e.g. Cement, Steel, Electrical items, etc.
- Don't repeat technical sanction based on earlier accepted rates. Some times, technical sanction of detailed estimates prepared based on the high rates quoted by the contractor and accepted in earlier tenders. It resulted in the high estimated cost, which was used for award of work to the contractor at higher rates extending undue benefit to contractor by corrupt officials.
- Don't indulge in modifications/deviations of conditions specified in the original/standard conditions, after placement of order or finalization of tender by the Competent Authority.
- Don't accept higher rates on the plea that the accepted offer is lowest without adequately justifying the reasonableness.
- Don't indent/procure items in excess of normal annual consumption pattern, with a view to favour a chosen party.
- Don't finalize/accept tenders of materials with short expiry dates.

PRE-QUALIFICATION CRITERIA (PQ)

- The pre-qualification criteria is a yardstick to allow or disallow the firms to participate in the bids. A vaguely defined PQ criteria results in stalling, the process of finalizing the contract of award of the contract in a non-transparent manner.
- Sometimes PQ criteria from some similar work executed in the past is picked up/incorporated without appropriately amending the different parameters according to the requirements of the present work.
- Generally only contractors known to the officials of the organization and to the Architects are placed on the select list. This system gives considerable scope for malpractices, favoritism and corruption. It is, therefore, necessary to fix in advance the minimum qualification, experience and number of similar works of a minimum magnitude satisfactorily executed in terms of quality and period of execution.
- While framing the pre-qualification criteria, the end purpose of doing so should be kept in view. The purpose of any selection procedure is to attract the participation of reputed and capable firms with proper track records. The PQ conditions should be exhaustive, yet specific. The factors that may be kept in view while framing the PQ criteria includes the scope and nature of work, experience of firms in the same field and financial soundness of firms.
- Don't accept fake and doubtful proof of pre-qualification, such as single work order, performance certificate, intentionally or unintentionally.
- Don't relax "pre-qualification" criteria to suit particular Vendor while rejecting the other for not meeting out certain "pre-qualification criteria".

IRCTC

For Civil/Electrical works (as per CTE's guidelines)

- Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.
- Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: -
 - (a) Three similar completed works costing not less than the amount equal to 40% of the estimated cost.
 - (b) Two similar completed works costing not less than the amount equal to 50% of the estimated cost.
 - (c) Definition of "similar work" should be clearly defined.
- In addition to above, the criteria regarding satisfactory performance of works, personnel, establishment, plant, equipment etc. may be incorporated according to the requirement of the Project.

- **For Store/Purchase Contracts**

Pre-qualification/Post Qualification shall be based entirely upon the capability and resources of prospective bidders to perform the particular contract satisfactorily, taking into account their (i) experience and past performance on similar contracts for last 2 years (ii) capabilities with respect to personnel, equipment and manufacturing facilities (iii) financial standing through latest Income Tax Clearance Certificate, annual report (balance sheet and Profit & Loss Account) of last 3 years. The quantity, delivery and value requirement shall be kept in view, while fixing the PQ criteria. No bidder should be denied pre-qualification/post qualification for reasons unrelated to its capability and resources to successfully perform the contract.

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ADVANCE PAYMENT & BANK GUARANTEES

Do's

- Payment of mobilization advance should be made only in cases of select works and advance should be interest bearing so that the contractor does not draw undue benefit. (As per CVC guidelines circulated vide Office Memorandum No, NU/POL/19 dated 08.12.97). The payment of interest free advance is in contravention of the guidelines issued by CVC.
- Do take timely action for revalidation /encashment of the Bank Guarantee for the advance payment. Don't allow Bank Guarantees to lapse, thereby, jeopardizing financial interest of the Corporation.
- Sometimes though the initial advance payment of say 10-20% is released against the Bank Guarantee, however, further 40-50% progressive payments also made simply against certification of Internal Auditors that the amount claimed does not exceed the progressive expenditure. The payments made in a span of hardly 2 months much before the bulk production clearance and without safeguards like Bank Guarantee etc. The Bank Guarantee for 20% initial advance payment was also followed to lapse. Thereafter, the Contactor/Party/Company don't make any supplies or execute the work, thereby keeping huge amount un-recovered.
- Sometimes, the effective date of contract is linked with the date of receipt of Bank Guarantee for advance payment. This is detrimental to the purchaser's interest as in the absence of a specific date for submission of Bank Guarantee, it would not be possible to establish specific date of breach to enforce the contractual remedies. In such cases, the supplier will get full opportunity to wriggle out of the contract, if he so desires without fulfilling contractual obligations.
- The advance payments need to be generally discouraged except in specific cases. Wherever payment of advance is considered unavoidable, the same should be interest bearing as per CVC guidelines and be allowed after getting an acceptable Bank Guarantee for an equivalent amount with sufficient validity so as to fully protect the Govt. interest. Some reasonable time should be stipulated for submission of Bank Guarantee so that contractual remedies could be enforced, if required.
- The Bank Guarantees need to be properly examined with respect to the acceptable format and any conditions deterrent to the Govt. interest should be got withdrawn before acceptance besides verifying the genuineness of the Bank Guarantees from the bankers.

Don'ts

- Don't release advance payment without equivalent amount of Bank Guarantee. Some times, despite provision in the contracts for releasing advance payment against Bank Guarantee, because there are occasions when suppliers fail to discharge their contractual obligations and huge advances still outstands for the last several years.
- Don't accept defective/conditional BG. Normally, the BGs permitting encashment without any demur-merely on a demand from the purchaser are accepted. However, in some cases, though the Bank Guarantees submitted by the suppliers were conditional, stipulating "the encashment only if it is established the supplier had failed to comply with his contractual obligations,"but, the same were accepted.

PERFORMANCE BANK GUARANTEES (PBGS)

- Sometimes the requirement of performance Bank Guarantee is not stipulated or its is stipulated with different amount of security deposit/Performance Bond. Sometimes amount of Performance bank Guarantee is too low in comparison to the contract value. The validity of Bank Guarantees is also not being scrupulously monitored and the extension in the Bank Guarantee commensurate with the delivery period extensions is not being sought resulting in loss to Corporation in the event of non-performance of the contract.
- In order to safeguard the Corporation interest, it would be appropriate to take reasonable amount of Performance Bank Guarantee valid upto warranty period or due performance of the contract. The validity of the Bank Guarantees needs be carefully monitored and whenever extension in the delivery period is granted the validity of Bank Guarantee should also be appropriately extended so as to protect the Corporation interest.
- The genuineness of the BGs (Bank Guarantees) should be checked from the issuing bank invariably.



STIPULATION OF DELIVERY PERIOD IN THE CONTRACT

- Delivery period is the essence of any contract. Specific delivery period with reference to the terms of delivery should be incorporated.
- Only the date of offering the equipment for Pre-despatch inspection is stipulated as the delivery period, though the terms of delivery are on CIF (Cost Insurance Freight) basis/ FOR(Freight on Receipt) destination basis.
- Only the date of completion of supply of the equipment is stipulated as the delivery period even though the installation & commissioning of the equipment is also to be carried out by the supplier. For installation & commissioning, no specific date is stipulated. In absence of any contractual binding in this regard, the suppliers claim the full payment for supplies of equipments and then tend to behave in an irresponsible manner and do not bother to take up timely installation/commissioning resulting in the equipment remaining uninstalled for months/years together.
- The specific delivery period for supply as per the terms of delivery such as FOR (Freight on Receipt) Station of dispatch/destination and for completion of installation with the necessary provision for Liquidated damages/Penalty clause in the event of delay in supplies/installation needs to be incorporated in the contract.



GUARANTEE/WARRANTY TERMS

Do's

- Do ensure that the modalities for enforcing the warranty obligations are incorporated. Due to incomplete guarantee/warranty terms, the suppliers take full leverage and do not bother to honour the guarantee/warranty obligations resulting in the equipment remaining defective and unutilized and thereby causing loss to the Corporation.
- Sometimes where the installation of the equipment is also included in the scope of contracts but the standard guarantee/warranty clause of 15 months from the date of shipment/ dispatch or 12 months from the date of delivery, whichever is earlier is being incorporated. With the result due to delay in installation of the equipment, the guarantee/warranty expires even before the installation of the equipment or sometimes a very short period of guarantee/warranty is available.
- Detailed guarantee/warranty clause embodying all the safeguards be incorporated in the tender enquiry and the resultant contract. Do ensure that in installation /commissioning contracts, the guarantee/warranty should reckon only from the date of installation /commissioning.

Don'ts

- Don't incorporate sketchy guarantee/warranty clause.
- Don't forget to incorporate guarantee/warranty clause invariably.

IRCTC

POST MODIFICATION OF CONTRACT TERMS/SPECIFICATIONS

- After award of the contract, amendments/ modifications having financial implications are authorized in the contract terms/specifications giving undue benefit to the suppliers.
- After conclusion of the contract, any relaxation in the contract terms/specifications should be severely discouraged. However, in exceptional cases where the modifications/amendments are considered to be absolutely essential, the same should be allowed after taking into account the financial implications for the same.
- Post-contract amendments should be an exception without having any financial repercussions and contravening the accepted tender conditions.
- While acceding to a request for amendment to the provision of a purchase order, ensure that lowest offers have not been over looked at the time of acceptance for not having same provisions.
- Specifications should not be diluted e.g. though specific makes/models of an equipment are specified in the contract as per firm's tender, subsequently, supply of some more alternative makes/models of the equipment are without taking into account the financial implications thereof. It has been observed that generally lower priced alternative makes/models are being included subsequently in the contract giving undue benefit to the supplier.
- The payment terms should not be amended in order to favour the supplier e.g. amendment to give loans and advance payment even when there is no provision in the contract for making advance payments.
- Pre-despatch inspection clause should not be waived subsequently without valid reasons.
- Warranty/Guarantee clause should not be liberalized/waived as it is likely to damage the interests of Corporation and cause undue benefit to the supplier as well.
- The final bill is paid and security deposit refunded without effecting recoveries.
- Enhancing the contract rates for some items of works or supplies when the contract does not provide for such enhancement.
- Substitution and deviation from the original contract conditions.

POST-CONTRACT MONITORING

Do's

- In some cases even after expiry of delivery schedule stipulated in the contract and without extension of time granted by the purchaser, the consignees keep on exchanging correspondence with the suppliers and thereby keep the contract alive. This may result in serious legal complications if it is intended to cancel the contract.
- Generally, the purchaser extends the delivery period of the contracts. Thus don't allow supplier to extend the delivery period of the contract at his own.
- Determine the completion period of the contract under award.
- Do incorporate Liquidated damages/Penalty clause for imposing the penalty in case of failure of the suppliers to deliver the equipment within the stipulated schedule. The suppliers quote short delivery period and in absence of deterrent conditions in the contract, manage repeated extensions. In some of the cases, it has been observed that Liquidated damages for delay in supplies are not being levied and recovered from the suppliers.
- There had been delay attributable on the part of the supplier in making the timely supplies, however, sometimes the letter of credit is extended with the proviso that the L/C extension charges shall be borne by the Corporation, thereby giving undue benefit to the suppliers.
- Do accord priority to the post contract follow up. The delivery period should be extended on bonafide reasons only and not in a routine and casual manner.
- After expiry of delivery period, the consignees should be refrained from exchanging correspondence with the supplier. In case of delay in supplies by the supplier, the liquidated damages to the extent possible need to be recovered.
- In case of delay attributable on the part of the supplier, the L&C extension charges should be to supplier's account. In nutshell, there is a need to discipline the suppliers so that the non-performers could be weeded out and the suppliers which can be relied upon with consistent performance, in terms of quality and delivery schedule are encouraged.
- Sanctioning of modifications in the specifications when parties are unable to supply stores strictly in accordance with the samples or specifications.
- Do report and monitor on performance of the Contractors/Licensees, etc. from time to time.

Don'ts

- Don't dilute the specifications e.g. though specific makes/models of an equipment or item are specified in the contract as per firm's tender, however, subsequently supply of some more alternative makes/models of the equipment or item are authorized without taking into account the financial implications thereof.
- Don't include lower priced alternative makes/models subsequently in the contract giving undue benefit to the supplier.

- Don't amend payment terms to favour the supplier e.g. advance payments are authorized even when there was no provision in the contract for making advance payments. At times higher advance payments than stipulated in the contract are authorized.
- Don't waive Pre-despatch inspection clause without any justified reason, thereby jeopardizing the quality aspects as per contractual requirement.
- Don't waive submission of Performance Bank Guarantee.
- Don't change destination clause. Sometimes, even though the contracts were placed on FOR destination, the locations of the consignees are changed nearer to the supplier's premises without taking into account the benefit of freight charges.
- Don't handle post contract monitoring in a very casual and lackadaisical manner. Due to lack of coordination and diversified approach followed by various agencies in the implementation of the projects the same resulted in time and cost over-runs.
- Don't accept the material and release payments as and when the supplier makes the supplies.
- Don't disregard to the contracting norms relating to delivery period, which is the essence of the contract.



EARNEST MONEY DEPOSIT (EMD)

Do's

- Ignore the bids not accompanied with earnest money deposit along with the tenders as per bids requirements.
- Do ensure that the primary objective of submission of Earnest Money Deposit (EMD) is to establish the earnestness of the bidder so that he does not withdraw, impair or modify the offer within the validity of the bid.
- Submission of EMD helps in restricting if not eliminating 'speculative', 'frivolous' or 'wait and see' bids.
- Do specifically stipulate in the tender that the offers without Earnest Money Deposit would be considered as unresponsive and rejected.
- Do incorporate Earnest Money Deposit in case of Two-bid system as a fixed and reasonable amount on the basis of estimated value of the purchase.
- Do have a fixed policy in regard to EMD. Sometimes tenders without Earnest Money are considered and sometimes they are rejected out right in order to favour a particular party.

Don'ts

- Don't stipulate insufficient Earnest Money Deposit amount in the tender document for protecting the Corporation interest in case of breach committed by the bidder.
- Don't ask the bidders to submit EMD, after tender opening.
- Don't relax submission of Earnest Money Deposit as it has financial implications besides giving encouragement to the bidders to submit frivolous bids.
- Don't stipulate Earnest Money Deposit as percentage of the tender cost instead of fixed amount in the two-bid system. In the Two-bid system, if EMD is taken on the basis of some stated percentage of tender value and with the announcement of the amount of EMD submitted by the bidders at the time of tender opening, the same will give every bidder a good indication of the prices quoted by the competitors by making back calculations. A bidder can use this information to the disadvantage of his competitor, if prices are subsequently modified.

OPEN TENDERS

Do's

- In addition to existing rules and practices of publicity of tenders through Newspapers, Trade Journals and providing tender documents manually and through post, etc., the complete bid documents alongwith application form should be published on the web site of the IRCTC, Complete web site address must be given in the advertisement/NIT published in the newspapers.
- Till such time the penetration of information technology is adequate and dedicated website for Government tenders is available, Organization may continue with publishing of NIT(Notice Inviting Tender) in Newspapers in concise format and put the detailed information in their respective websites.
- Do finalise tenders within validity period.
- Do properly access and evaluate bids particularly special conditions offered by tenderer.
- Don't reject the tender of new bidder(s) on flimsy or unrealistic grounds in order to favour the existing bidder(s).

Don'ts

- Don't accept an unsolicited offer from other than the lowest tenderer and award the contract without giving an equal opportunity to others.
 - Don't consider a tender based on false information given in the general and special conditions of contract without the knowledge of tenderers.
 - Don't place orders at higher rate on flimsy grounds, technical or otherwise.
 - Don't shorten completion period/delivery schedule of the contract/WO(Work Order)/PO(Purchase Order) etc.
 - Don't hold file, after acceptance of the tender, for arrival of 'speed money' before the orders are issued.
 - Don't refuse issue of tender forms on flimsy grounds.
 - Don't issue tender documents without verifying eligibility criteria.
 - Don't publish the NIT (Notice Inviting Tender) in newspapers at far off places rather than the area of demand.
 - Don't evaluate incorrect facts and figures particularly special concession offered by the parties.
 - Don't process tendering action on single response against open tendering as a normal course or except in very specific unavoidable circumstances, and without keeping due record of such circumstances.
-

LIMITED TENDER

- Don't do that in order to fulfill the condition of obtaining quotations from more than one firm, three quotations are obtained from a single source but on different letterheads, two of which may be pertaining to non-existing firms. This is generally done for procurement of store items.
- Don't inform rates quoted by the other two suppliers so as to enable the third favoured firm to quote a slightly lower rate.
- Sometimes the staff deputed to obtain quotations from the market do so from the firms owned by their sons, daughters, wife and close relations only.
- Don't obtain quotations from benami firms belonging to officers/staff/relatives of the IRCTC.
- Don't split requirement to bring the tender value within the powers of the lower level sanctioning authority.
- Don't include favorite firms in the list of limited tender although not eligible.
- Don't include dummy firms to inflate/delete the number and ultimately consider favoured firms.
- Don't accept higher rates on the plea that the accepted offer is lowest without adequately justifying reasonableness; and
- Don't ignore the lowest offers on the plea of being technically unsuitable or due to unsatisfactory performance.
- Don't prepare defective tender schedule lacunae in technical description necessitating clarifications or negotiations after opening of tenders.
- Don't consider a tender based on data materially different from that given in the general and special conditions of the contract without the knowledge of tenderers.
- Don't make out special case for issue of LTE, other than approved, registered vendors who would not meet pre-qualifications in press/open tender.
- Bulk requirements of stationary items of daily office use are split so as to bring within financial limits of interested officials and orders are placed for particular 'brands' only, though not of best quality under limited Tender system.
- Don't accept furniture made of ordinary wood against teak wood furniture or teak wood of an inferior quality under limited Tender enquiry system.

PROCUREMENT OF STORES ITEMS

- Don't book transaction of purchase and issue of the stores without physical procurement particularly in the consumable items.
- Don't modify description of the items so as to make them non-stock items, leading to local purchase.
- While accepting store items do ensure that the actual inspection of stores including inspection of different stages of production affords no opportunities for corrupt practices.
- Do always accept material strictly as per the specifications and wherever the material supplied is of any inferior specifications but acceptable on technical grounds, the same should be accepted only after off setting the financial implication thereof with prior concurrence of Competent Authority in exceptional cases only.
- For any recurring type of consumable items particularly in catering always go for rate contract rather than procuring the same in piecemeal basis from whatever source.
- Do ensure the consumption pattern of an item before placing indent for its procurement.
- Always insist on stock verification of the store items at the time of taking over the charge.
- Always maintain bin cards/ledgers/prescribed records for every issue of item(s) from store rather than postponing the entries to a later date.
- Don't place indent for high cost equipment or item unless the same is necessary for the organization.
- Don't manipulate the Stores Receipt Vouchers (SRVs) and Store Issue Vouchers (SIVs) in collusion with indenting department.



IRCTC

QUOTATIONS/TENDERS

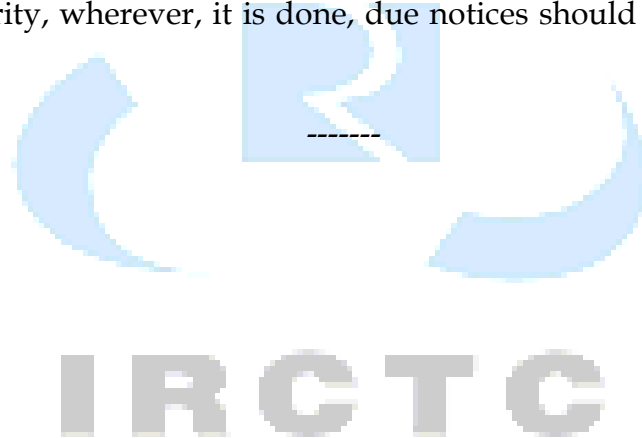
Do's

- Do allow adequate and reasonable time for opening of tenders with a view to get maximum response.
- Do ensure timely supply of copies of approved plans for tenderers, where special items rates to be quoted.
- Do record in writing reason for non-issue of tender.
- Do give wide publicity including publication in local newspapers except in the case of proprietor items.
- Do always observe specified dates and timings for receipt of tenders and opening thereof.
- Do ensure that the list of contractors/licensees/parties is kept job wise, value wise and performance wise so that assessment of the party is not required at the time of award of work.
- Do assess the rates of the extra items and substituted items well before the award of the contract rather than putting the same in abeyance and taking up the same after the item has been executed.

Don'ts

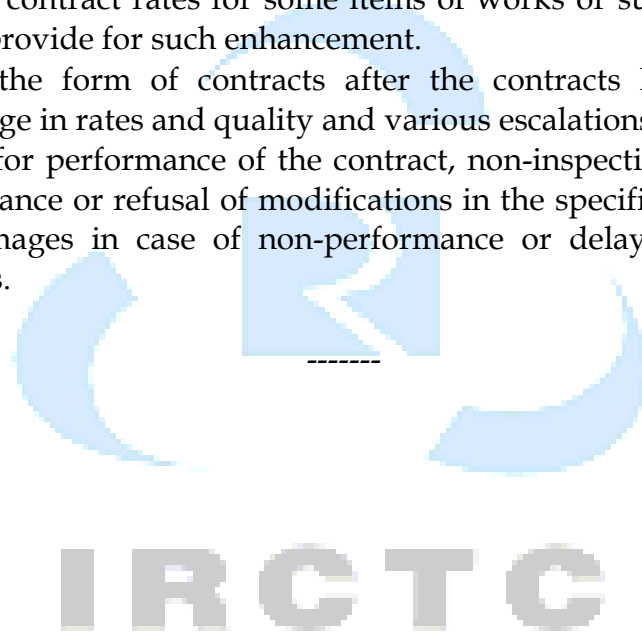
- Don't call Tenders under urgent category unless there is actual urgency.
- Don't deliberately split the work to bring it in the category of limited tender.
- Don't obtain quotations in an open cover/envelope.
- Don't award work at high rates;
- Don't execute the work even before calling or acceptance of quotations.
- Don't change the offer of the lowest tenderer to boost up the rates, while still remaining lowest.
- Don't change the Tender Committee members once constituted, without prior approval of Competent Authority.
- Don't consider delayed/late tenders except under specified exceptional circumstances, with the approval of Competent Authority.
- Don't allow anomalies in evaluation of special conditions to affect the acceptance of the offer recommended.
- Don't tender a work without indicating the complete scope of the work.
- Don't give tender documents of approved parties to one party as it would lead to manipulations.
- Don't accept open quotations at any stage of tendering.
- Don't entertain letter/representations of tenders subsequent to the opening/negotiations/consideration of tenders.
- Don't consider individual items rates which are abnormally high or unworkable in respect of major items of work in a tender.
- Don't consider a single tender unless the work is very urgent with prior approval of the Competent Authority.

- Don't treat the Tender Committee's recommendations with dissenting notes from one of more members of the Tender Committee, as a unanimous recommendation.
- Don't advise the Tender Committee prior to their deliberations on the suitability or otherwise of any particular offer.
- Don't order negotiation if the tender committee recommended for fresh tenders due to poor response.
- Don't accept modified offers, not considered by the Tender Committee.
- Don't allow addition/deletion in the minutes of the tender committee.
- Don't operate non-schedule items where it is possible to do work as per scheduled items or a combination thereof.
- Don't operate non-schedule items without sanction of the competent authority. In exceptional cases where it has to be done, maintain necessary site records.
- Don't award works on quotations in a routine manner and strictly follow annual financial limits laid down.
- Don't allow two or more agencies to do similar works at one site. Departmental works and works being executed through contracts should not be allowed to be mixed.
- Don't give any advance intimation of the indent requirements to friendly parties.
- Don't refuse or allow delay tactics in supply of tender documents.
- Don't extend the date of submission tenders without justification and approval by the Competent Authority, wherever, it is done, due notices should be given to all interested parties.



AMENDMENTS IN THE CONTRACTS/WORK ORDERS

- Don't waive or modify on inspection clause.
- Don't relax technically rigid requirements.
- Don't relax commercial terms e.g. waiving Security Deposit or exemption from furnishing Bank Guarantee against warranty obligations, extension of delivery period, change of consignee, relaxed payment terms etc.
- Don't make amendments in the contracts/work orders in a routine manner. It should be in exceptional cases.
- Don't entertain representations/letters from the tenderers subsequent to the opening, consideration and finalization of the contract/work order and issue amendment in the Purchase/Work Order having financial implication.
- Don't make amendments for payment of bonus to Architects or contractors when such payments are not admissible under the original terms of the contract.
- Don't enhance the contract rates for some items of works or supplies when the original contract does not provide for such enhancement.
- Don't change in the form of contracts after the contracts have been entered into; providing for change in rates and quality and various escalations; giving price preference; extension of time for performance of the contract, non-inspection or harassment during inspections, acceptance or refusal of modifications in the specifications, determination of imposition of damages in case of non-performance or delayed performance and by delaying payments.



MISCELLANEOUS POINTS

Do's

- Annual Maintenance Contracts are allowed to continue beyond expiry period. Advance action is not taken to invite fresh bids for award of Annual Rate contract.
- Adequate manpower, skilled and semi-skilled in Plant Maintenance Contracts is not deployed.
- Inadequate deployment of trained manpower in Security Contracts and the same Security persons are allowed beyond permissible shift duties.
- There is manipulation of muster rolls in various maintenance works or casual labour.
- Delay in measurement of works completed for releasing payment of final bills forcing contractors to pay speed money and the final bills are released without proper reconciliation of owner issued items.
- Extortion of Entry and Exit Fees from trucks of Contractors/Suppliers by Security Staff at gate.
- Valuable stores are let out of Offices/Project premises by Security Staff, without any Gate Pass.
- Transport contracts are awarded to the parties not having required number of roadworthy vehicles with the result lot of inconvenience is faced during the currency of the contract.
- Inserting or removing important papers from files or deliberately not bringing on record important facts and data.
- Issuing various material of the Company to contractors from time to time and not recovering the cost thereof from them.
- Do keep proper records of the materials and equipment brought by the contractors at site in the plant area. This will curb opportunities to take away the material and equipment of the Company on conclusion of contracts.
- Do stipulate penalty clause in all contract/work order if there is any delay in executions of contract/work order. The penalty may be calculated on weekly basis and not on monthly basis.

Don'ts

- Don't accept gifts and other favours from contractors and suppliers.
- Don't interpolate/tamper with documents and other papers in the files, giving back dates etc.
- Don't issue materials to contractors without any provision in the contract.
- Don't resort to delays in taking measurements and in releasing payments of final bills, forcing contractors to pay "speed money", inflating measurements in connivance with contractors.
- Don't reject works on unjustified or flimsy grounds.
- In works contracts, do not allow variations in quantities beyond permissible limit without ensuring that tenders are not vitiated.
- Do not allow execution of work without proper sanctioned work order.
- Don't release advance payment to the party even if it is a PSU without work order.

- Don't make entries for the items, which are not executed on a particular point of time against a contract/work/purchase order.



INDENTING STORES

Do's

- Furnish detailed and unambiguous description with specification and drawing number.
- Do always indicate correct quantity in figures and words.
- Do indicate proper quantity as per approval of the approving authority.
- Do indicate a reasonable delivery period.
- Do furnish the last Purchase Order No., date, quantity and source and rate.
- Do ensure that relaxation in description or specifications after release of order is done with the approval of Competent Authority.
- Do ensure that all issues are made only on proper vouchers/indents.
- Do ensure that all materials go out always on gate passes.
- Do ensure that all issue vouchers/indents are paid with the acknowledgement copies of the consignee.

Don'ts

- Don't allow materials to lie unattended for a long time leading to their deterioration.
- Don't temper the requirement in the indent.
- Don't forget to give last purchase price of the item indented.
- Don't indent excess quantity of the item.
- Don't forget to mention in the indent the requirement period.

IRCTC

PURCHASES

Do's

- As far as possible adopt competitive tendering systems such as open tenders.
- Terms and conditions having financial implications on each and every offer is circled and initiated promptly at the time of the tender opening.
- Do ensure that offer are accepted only on the duly signed original tender and not on the letter heads.
- Even if the lowest offer is accepted, ensure rate accepted is reasonable.
- Do ensure that security deposits and earnest money deposits are collected from contractors/suppliers as per rules and when exempted proper reasons are recorded and copy of exemption certificate should be attached.
- Negotiation with L-1 only.
- Description or specifications should not be changed after invitation of tender.
- Be careful about increase/decrease in price revision to taxes and duties while granting extension of delivery dates.
- Do ensure that risk purchases are completed as per the time schedule and also that the risk purchase claims are lodged only he defaulting suppliers promptly without delay.
- Do ensure that sealed quotations are only obtained.
- Do ensure that enquiries/tenders are sent by rotation to registered local suppliers by registered post.

Don'ts

- Don't change inspection clauses after award of purchase order.
- Don't accept delayed or late tenders except when sufficient reasons exist for such a consideration. Consider such tenders as per IRCTC Policy only.
- Don't consider offers modified after opening of tenders.
- Don't allow suppliers to modify their offers at the time of tender opening.
- Don't accept offers with corrections unattested by the tender opening committee members.
- Don't accept unsolicited offers without valid reasons, to be recorded in writing.
- Don't accept single quotation against limited tender in a routine manner without checking the urgency or reasonableness of rates.
- Don't accept offers with significant deviations from the specifications as other competitors may be able to offer even a lower price for the permitted deviations.
- Don't accept a higher offer without recording convincing reasons for passing over the cheaper offers.
- Don's accept an offer to sample if the tenders are issued to a standard specifications.
- Don't exercise powers of sanctioning expenditure to pass an order which will directly or indirectly be to its own advantage.
- Don't spend more than the occasion demands prima facie.
- Don't deviate needlessly from the laid down procedure while placing indents for purchases. If there is a genuine need to do so discuss it with recorded minutes and take approval of Competent Authority.

- Don't seek and receive cash or gift or commission from the suppliers against purchases made by your on behalf of Corporation.



LOCAL PURCHASE

Do's

- Do ensure that a register of local purchase sources is maintained after inspection of their capacity by a duly constituted committee.
- Do always obtain quotations in sealed cover.
- Where bearer quotations are collected, ensure acknowledgement of receipt of quotations from indenting suppliers.
- Reasonableness of rates may be caused.
- Take quotations from genuine firms only.
- Avoid cash payments.
- Ensure that enquiries are sent by rotation to registered suppliers by registered post.

Don'ts

- Do not split indents to bring the purchase within local purchase powers.
- Do not issue tender unless the existence of the firm has been checked.
- Do not entertain open quotations or quotations which are unsigned or appear to be corrected on terms involving financial implications without being attested by the tenderer.
- Do not entertain indents with unattested corrections.
- Don't purchase local items from very far away place, thereby incurring avoidable expenses on transportation, freight, etc. resulting in increase in the overall cost of the item.
- Even for local purchases, the cardinal principle of purchase, reasonableness of rates is to be adopted invariably.
- Don't do local purchases from a 'Single Source', unless it is urgently required.

IRCTC

RECEIPT OF MATERIALS

Don'ts

- Don't resort to inspection of materials by comparison with sample or to random check, when clear description and specifications are stipulated in the order.
- Don't allow the materials/purchases received without opening for a long time as this may result in the forfeiture of your rights to raise a claim on the supplier for shortages/damages.
- Don't accept a supply without checking the seals and the supporting inspection certificates.
- Don't mix-up the rejected materials with other supplies.
- Don't return the rejected supplies back to the supplier, without taking safeguards against ground rent due and advance payment already made for the supplies.
- Don't countersign the bills for release of payments without exercising necessary checks in regard to receipt of proper material as per specification.
- Don't make entries for the materials, which have not been supplied by the Contractor/Party.



GENERAL PREVENTIVE VIGILANCE CHECK
BY HOD/VIGILANCE OFFICERS

- Do not check purchase of stores whether proper mode of tendering, selection of firms, verification of antecedents of the firms, manipulation of tenders, examination of offer etc. have been done.
- Do check the Receipt and Inspection of Stores, whether proper quantitative and qualitative inspection both in the Stores Depots as also at consumer ends in respect of direct dispatch orders is done.
- Do conduct frequent checks on the "local purchase" to the genuineness of the sources, from pilferage or misappropriation.
- Do conduct checks on the disposal scrap as to the lot formation, identification, definition, quantification, condemnation certificate, list of excluded components. Adequacy of publicity by auctioneers, reserve prices, proper delivery and supervision by stores, with a view to prevent sales at unreasonably low prices, pick and choose, material substitutions, unauthorized deliveries etc.
- Do ensure that there is no delay in passing of bills?
- Whether necessary checks are carried out on the bills received from different departments before they are passed.
- Whether any preference is given in passing bills of any particular contractor or supplier.
- Scrutiny of recovery of advances given to contractors.
- Refund of Security deposit and unpaid amounts in the offices of Accounts Officers.
- Whether necessary checks are carried out while passing pay sheets.
- Whether recoveries are effected promptly, regularly and correctly in cases of all staff advances.
- Surprise check of cash in hand with Catering staff, Vendors/Bill Issuers to ensure that the same is correct as per the records.
- Whether system of declaration of private cash is being followed or not in departmental catering units.

IRCTC

APPOINTMENT OF CONSULTANTS

- Appoint Consultants only in such cases where there is lack of in-house expertise in technical matters.
- Appointment of Consultants when in-house expertise is available becomes the source of corruption in addition to non-utilization of available resources.
- Appoint consultants when it is felt absolutely essential.
- Appointment of consultants needs to be done in a transparent manner and after following the **competitive tendering system**.
- Do properly supervise the work of Consultant.
- Punitive action against the Consultant is generally not taken up even though they fail to perform the required services as per terms of the contract. This results in financial loss and also project/contract is delayed resulting in indirect loss in terms of payment of escalation to the contractor.
- Do check that Consultant don't recommend acceptance of inferior items/equipments and also give undue benefit to the suppliers like non-recovery of penalties, for the delayed supplies and corresponding reduction in the exercise duty/custom duty, if announced after award of the contract.
- Do oversee the working of the consultants so that they don't exploit the circumstances and at times in collusion with the suppliers, give biased recommendations in favour of a particular supplier.
- Do define Consultant's role specifically.
- Do ensure that Consultant is meant to assist the departmental officers because of lack of expertise and, it should not mean that they takeover all the functions.
- Do exercise appropriate checks at all stages of the execution of the contract.
- Do stipulate penal clauses for deficiency in service in the contracts/MOUs with the Consultants.
- Do fix maximum limit for payment as the Consultants tend to increase the cost of work for more fees as generally the fees of the consultant is fixed at a certain percentage of the cost of the work. In case, the clause related to maximum ceiling of payment is incorporated in the agreement, then this can serve as a tool to check such tendency of consultants to increase the cost of the project.
- Do fix rates for repetitive works in the consultancy agreement because nature of repetitive type of work is not defined. Fee for such work should be less as no extra input other than issue of additional set of drawing is required.

Don'ts

- Don't appoint Consultants in an arbitrary manner without inviting tenders and without collecting adequate data about their performance, capability and experience.
- Don't appoint Consultant from very old panels kept by the PSU or other departments.
- Don't award Consultancy contract at pre-determined/ad hoc rates without resorting to competitive price bids otherwise it will result in acceptance of exorbitant fees.
- Don't appoint Consultants after holding direct discussions with only one firm without establishing the reasonableness of consultation fee payable to them.

- Don't amend or modify the terms and conditions to the financial advantage of the Consultant, even after award of the contract.
- Don't continue with the Consultant for a longer period and for all types of contracts.
- Don't appoint Consultant on the highest bidder on the plea that they are "Padam Shree" awardees.
- Don't sanction extra amount of travel expenses after award of the contract.
- Don't allow payment terms to the consultants quite liberally.
- Don't allow or pay consultant fee on quarterly basis without linking the same with the progress of the Project/Contract.
- Don't make or authorize full payments before the completion of the Project/Contract.
- Don't abdicate your responsibilities relating to award of contract and execution of contract to Consultant.
- Don't pay for their services not rendered by the Consultant because in some cases payment was released to the consultants even though services required to be rendered were not complete in all respects. E.g. complete structural drawings were not submitted by the consultant but payment was released or supervision not done but payment released.
- Don't allow Consultants to pass on their responsibility to contractor because consultants is supposed to give design and drawing as per the consultancy agreement./ While preparing the tender document for construction work, the responsibility of the preparation of drawings and structural design was entrusted with the construction contractor by adding a condition to that effect. Finally, the contractors loaded the quoted rates for the above work and the consultant was benefited during the above process at the cost of the organization.
- Don't allow consultants to handle cash payment of the corporation.

IRCTC

FINANCE AND ACCOUNTS

- Do ensure that expenditure or remission of revenue has been sanctioned by the Competent Authority.
- Do ensure that the recurring charges which are payable on fulfillment of certain conditions are paid after a certificate from the drawing officers is forthcoming to the effect that the conditions have been duly fulfilled.
- Do ensure that the expenditure has been properly and fully vouched to disclaim the second claim on the same account impossible.
- The bill should be in original and in prescribed form.
- Do ensure that alternations, if any, in the Bill have been duly attested by the Officer and Contractor.
- Do ensure that the rates claimed in the Bill are as per Agreement.
- Do ensure that bill bears certificate where necessary, from the responsible executive officer that the payment being passed, has/have actually been rendered and the amount of the bill is covered within proper sanctions like A/A & E/S.
- Do ensure that the claim is not time barred.
- Do ensure that the bill has been signed by the officer competent to sign the same.
- Do ensure that the prescribed percentage checks are done.
- Do ensure that advance payment is released only in accordance with provisions of contract and that such payments are adjusted as per terms and conditions of the contract.
- Before making final payment, ensure that a certificate has been furnished by the executives that the properties or material, if any issued for temporary use of the contractors is returned in good conditions or appropriate amount is recovered in lieu thereof.
- Do ensure that the certificate/evidence regarding utilization of the PF advance or other advance has been furnished by the staff to whom the advance has been paid.
- Do make payment in accordance with the contract provision.
- Wherever feasible do prepare checklist for passing bills and exercise checks bases on checklist.
- Do ensure that accounts inspection/checks are planned in advance and conducted faithfully as per prescribed schedule.
- Do ensure that no delay occurs in incorporating of annual increments.
- Do ensure that while passing the contractors bill, entry in Measurement Books is scored out and cancelled in red ink in order to prevent double payment in future.
- Accounts manager passing the contractor bill and issuing the cheque for payment should make an entry for the same in MB with voucher no. etc under his signature and stamp.
- Do ensure the party has properly charged the Sales Tax/Excise Duty as per existing rule and they have been properly deposited with the authority.
- Do effect recoveries of advances, promptly, regularly and correctly, as per agreement and continued till full amount is recovered.
- Do observe proper checks while passing bills of suppliers leading to Payment made but material not supplied.
- Do effect recoveries against defective material.

- Do effect recoveries on account of Rent, Electric Charges, Water Charges, etc. from Vendors, Food Plazas and other as applicable from time to time.
- Do settle claims on first come first serve basis.
- Do recover liquidated damages in line with the contract provisions.
- Do analyze and check tendered rates for reasonableness.
- Do verify Bills of the Contractor as per the Check List. Checklist prescribing necessary checks for passing the bills of contractors should not be ignored on the ground of impracticality.
- Do observe Purchase Order/Contract terms in its totality for releasing payments.
- Do have proper physical control over cheque book/pass book/account books of the corporation.
- Do hand over or mail the processed cheque(s) to the Parties concerned immediately.
- Do ensure that Technical specifications and bidding format are well documented.
- Do spell out clearly evaluation criteria of tender bids.
- Do deposit any money or cash collected from the Employee/Vendors or other agencies with Finance Deptt. Promptly.
- Do adhere to stage-wise grant of loans vis-à-vis the original construction agreement, etc.
- Do resort to physically verification of the Mortgage and Hypothecation Agreements for any legal flaws.
- Do ensure detailed handing over and taking over of the valuable documents, duly listed upon change over of assignments.
- Do understand and enforce the contents of various purchase orders vis-avis the satisfactory job completion.
- Do keep proper control of records on actual payment for monitoring purpose in cases of running bills/stage-wise payments.
- Do periodically check cash counters and keep recodes of such verifications meticulously.
- Do make entries in the Imprest Account Register on day-to-day basis with relevant records.
- Do adopt electronic payment system to all supplier/vendors, refunds of various nature, and other payments which the IRCTC routinely make.
- Do make salary and other payments to the employees through electronic clearing system (ECS/EFT).
- Do ensure due verification of stock items periodically.
- Do make percentage random check of vouchers from time to time as a step towards preventive Vigilance.

Don'ts

- Don't pass the bill containing erasures or alterations unless attested by the bill signing authority as many times as such alterations are made.
- Don't allow payment of rates higher than those included in the Agreement without specific competent sanction.
- Don't forget to record the fact of payment so as to render a second claim being passed to the same transaction impossible.

- Don't pass the advance bills as per terms and conditions of the agreement until accompanied by the proof of dispatch of the material i.e. the original Railway Receipt/LR(Lorry Receipt)/Consignment note and proof of inspection where required.
- Don't delay refund of earnest money/security deposit to the contractors after the work of supply has been completed and the maintenance period has been completed.
- Don't allow delays in passing contractor's bills and staff payments such as PF (Provident Fund) or final settlement bills etc. as delays are major source of corruption.
- Don't delay refund of Earnest Money to the unsuccessful tenderers after tenders are finalized.
- Don't allow the contractor or the party to see the concerned staff in the bill passing section frequently and fix some visiting house.
- Don't fail to exercise sample check in the matter of pending items of passing money, security deposit and staff payment such as PF advance, TA bills/medical bills or final bills, so that prompt action by the correct staff is ensured.
- Don't draw pay and allowances over and above sanctioned strength.
- While accepting the deposit in connection with collection from Vendors/Commission Agents etc. earnings, do not forget to get the relevant vouchers from the concerned executive who has collected the amount and also ensure that such collection is in accordance with the IRCTC's provisions.
- Tenders are not finalized within validity period with the result parties withdraw their lowest rates.
- Don't give preference in passing bills of a particular contractor or supplier.
- Don't fail to verify all the statement like, Deviation statement, Substitution statement, Extra item Statement.
- Don't make duplicate payment against payments already made against same Supply Order.
- Don't pass bills without exercising requisite checks.
- Don't pass interpolated bills/vouchers/cash memos.
- Don't pass running bills without reference to the terms and conditions in the Letter of Award/Purchase Order.
- Don't inordinately delay in refund of Security Deposit/Earnest money to unsuccessful tenders.
- Temporary misappropriation of cash by cashier and other officials handling cash.
- Misappropriation in the payment of unpaid wages.
- Non-observance of instructions about witnessing of payments.
- Non-verification of the stock item with stockholders periodically.
- Non-observance of instructions to avoid double payments.
- Non-observance of instructions about percentage check of vouchers.
- Don't deliberately omit or postpone deduction of the favoured employees or private parties/suppliers/contractors.
- Improper analysis of extra items/escalation of rates for payment.
- Don't release payments without due approval of Competent Authority or as laid down in Work Order or in the SOP (Schedule of Power).
- Don't accept Bank Guarantee (BG) issued by unauthorized banks from contractors/bidders.

- Don't pass bills for Extra Items beyond permissible limits notwithstanding the fact that the relates have not been settled with the Contractor before execution of items.
- Don't accept OT (Over Time) Bills not duly passed by the Competent Authority for release of payment.
- Don't leave any ambiguity in the SOP (Schedule of Power) provisions leaving scope for arbitrary interpretation.
- Don't misplace the Bills presented. Proper receipts for the bills must be issued.
- Don't pass Bills relating to a contract/work order in the absence of Administrative and Technical approval.
- Don't raise objections on flimsy grounds on petty claims whereas big claims are freely passed and paid.
- Don't render incorrect advices to higher-ups on pending payments without ulterior motive.
- Don't delay re-conciliations unnecessarily and without any sufficient and justified reasons.
- Don't fail to take cognizance of recovery advices in release of payments.
- Don't fail to deduct appropriate TDS (Tax Deduction at Source) as per the applicable rates.
- Don't adopt laxity in follow-up and clearance of employee related advances.
- Don't sanction loans in anticipation of documents to be submitted by the employee.
- Don't delay non-processing of recovery advices from employees in time.
- Don't loss/misplace original hypothecated/Mortgaged documents.
- System inputs for calculation of interest due on the housing loans granted are not processed and accounted timely.
- Don'ts call outsiders frequently and directly, under the pretext of clarifications for some query or the other, it creates suspicion.
- Don't unnecessary delay on account of refund of EMDs (Earnest Money Deposits), Security Deposits, Performance Guarantees etc., after necessary clearance.

IRCTC

PERSONNEL AND HRD

- Don't Claim false/exaggerated TA, LTC, Over Time, Petrol, HRA etc. claims.
- Don't show favours in matters of medical examinations, appointments, placement, completion of service records, verifications of antecedents etc.
- Don't show favours in matter of promotion, pay fixation etc.
- Don't delay in payment of retirement benefits, gratuity, PF Group insurance to the individuals and dependants for want of favour or consideration.
- Do make timely entries in service records such as, availment of EL/Encashment of LTC/leave and periodical personal entitlements etc.
- Don't deliberately delay decisions on Investigation/Inquiry Reports.
- Don't delay issue of charge sheet without any justification where decisions have already been taken to proceed against the employee.
- Don't have malfeasance in Pantry, Canteen, Transport, Stationery and other Contracts.
- Don't do cash purchases for various urgent events like - visits of prominent authorities, VIPs, Parliamentary Committee etc. in violation of laid down rules.
- Don't claim false bills of entertaining "Official Guests".
- Please ensure Leave Accounts are updated and entries are made for the leave availed promptly.
- Do ensure existence of a Grievance Machinery in the organization.
- Do observe due secrecy of question papers for the written test. Ensure proper custody of the answer scripts so as to obviate any scope for replacement of answer scripts.
- Do ensure that the Members of the Interview Board/Selection Committee are officers/persons of known integrity.
- All the time, verify the doubtful caste certificates in advance rather than postponing to a later date after selection of the candidates.

IRCTC

RECRUITMENT

Do's

- Do give adequate publicity to employment notice for recruitment.
- Do accept application from candidates meeting minimum qualification and experience.
- Do appoint only men of absolute integrity as invigilators/examiners/paper setters etc.

Don'ts

- Don't manipulate in number of vacancies, so as to favour candidate within the field of choice.
 - Don't postpone regular selection on flimsy grounds so as to permit continuance of officiating incumbent.
 - Don't deliberately mismanage applications received from candidates in response to advertisement for employment.
 - Don't accept applications after the last date of receipt by pre-dating them.
 - Don't leak question papers of written tests to a selected few applicants for consideration.
 - Don't replace answer scripts of written tests with a view to favour particular candidates.
 - Don't destroy answer sheets after written tests. It would amount to destroying the evidence against any allegation of malpractices. The answer sheets should be kept in safe custody for a reasonable time.
 - Don't prepare an unnecessarily long and disproportionate panel of selected candidates.
 - Don't do manipulation of marks in tabulation sheets and undeserving candidates are called for interview.
 - Don't change the criteria with a view to accommodate a particular candidate with pre-determined intention.
 - Don't demand or accept money from candidates/applicants.
 - Don't relax the qualification and experience criteria without giving adequate notice in a transparent manner.
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REFRESHMENT ROOMS

Do's

- Do behave in a courteous manner with the Passengers/Customers otherwise it may lead to complaint against you.
- Do ensure that Cash Memo is issued to each and every Passenger/Customers irrespective of the fact that whether Passenger/Customer demands it or not.
- Do implement all cost effective measures with a view to enrich the revenue of IRCTC.
- Do always follow hygienic conditions.
- Do maintain proper account of cash in order to ensure that there is no shortage/excess Cash available at any time.
- Do always declare Personal Cash at the time of start of duty in a prescribed register if you are handling cash transactions.
- Do always keep proper record of stores materials so that there is no shortage/excess in the store materials at any point of time.
- Do take action on public complaints.
- Do maintain proper daily balance register so that there is no excess/shortage at any point of time.
- Do rotate staff posted in Refreshment Rooms at periodical intervals.
- Do always check quality and quantity of the raw material/finished items.
- Do ensure that proper uniforms & Protective clothing is adopted by the staff.
- Do make necessary entries in all the prescribed records.
- Do keep vigilant supervision over the Refreshment Room staff.
- Always practice accountability to the passengers in terms of quality of service, timeliness, courtesy, passenger orientation and readiness to encourage customer care for responsive management.
- Provide hygienic food to passengers.
- Try and introduce options.
- Try and introduce the local cuisine.

Don'ts

- Don't harass Passengers/Customers in the Refreshment rooms/snack bars.
- Don't overcharge from the prescribed rates fixed by the IRCTC.
- Don't delay in supply of edible items to Passengers/Customers.
- Don't allow unauthorized persons to work in the Refreshment Rooms of the Railway Stations.
- Don't create artificial shortage of high demand edible items.
- Don't supply less quantity than the prescribed quantity to the customers.
- Don't supply sub-standard edibles to the customers.
- Don't exaggerate consumption of some items e.g. LPG Cylinder, Kulhar with a view to misappropriate or misuse thereof.

- Don't violate Provisions of PFA.
- Don't allow habitual unauthorized absence of staff.
- Don't misappropriate Cash/Imprest either temporarily or permanently.
- Don't purchase items from the cash of refreshment room earnings.
- Don't purchase sub-standard items from the local market for consumption in Refreshment Rooms.
- Don't conduct private and unaccounted sales with a view to derive undue financial gain.
- Don't misuse ticket stock or cash value coupons.
- Don't misuse block stock and T & P items.
- Don't indulge in excess/short indenting, receipt, transfer and issue of stores/edible items.



LICENSEES OF FOOD PLAZA (S)

Do's

- Do ensure that licensee construct and operate the Food Plaza and have the right of user only on lease and license basis, as per agreement only.
- Do ensure that the licensee arranges for adequate solid waste disposal system for the Food Plaza and will not be allowed to use Railway property for the solid waste disposal unless permitted by the IRCTC.
- Do ensure that licensee pay timely required charges for utilization of electricity, water consumption, conservancy and other applicable municipal and other taxes, if applicable on actual basis to RICTC/Railways. In case of default, in payment of any dues/ interest as per agreement is to be paid.
- Do ensure that licensee get the Food Plaza inspected by Food/Health Inspectors at regular intervals from the authorized/competent authorities.
- Do ensure that licensee makes available the premises for the inspection by the IRCTC or any person so authorized by the IRCTC at any time.
- Do ensure that licensee displays list of food & beverage items to be sold along with their rates, prominently for the information of the customers as agreed upon by IRCTC.
- Do hold licensee responsible for the compliance of the provisions of Prevention of Food Adulteration Act, 1954 or any other amendments thereto and have valid Food License.
- Do ensure that licensee exhibits IRCTC Suggestion/Complaint Book at a conspicuous place, which should be made available for the inspection of RICTC or any other person authorized by the IRCTC.
- Do ensure that licensee ensures compliance of applicable laws such as Sales Tax Law, Provident Fund Law, Labour Law or any other law of the land and registration/approval from statutory authority, if required.
- Do ensure that licensee maintains proper sales record in order for IRCTC to ascertain sales turnover, which will be undertaken through electronic billing/computerized documentation, Licensee provides a monthly statement of sales to the IRCTC. The IRCTC reserves the right to put in place a centralized coupon system operated by IRCTC to centralize the payments in the Food Plaza.
- Do ensure that staff of Food Plaza wear uniforms and protecting clothes like hairnet, hand-gloves, aprons, masks, etc.
- Do verify the cash with reference to computerized billing of the Food Plaza on regular intervals.
- Do ensure that all staff members of Food Plaza possess valid Medical Certificates from the Competent Authorities approved by IRCTC.
- Do ensure that licensee maintains the entire premises neat and clean in order to control pollution and abide by the regulations on the subject.
- Do ensure that banned items are not sold by the licensee.
- Do ensure availability of approved IRCTC menu card with proper rates and weight of the food item/material.
- Do ensure timely payment of salary to the staff by the licensee.

- Do ensure that weighing machine of the Food Plaza is in functioning order at all times.
- Do ensure that raw material used by Licensee is hygienic.
- Do ensure that only ISO or Agmark items are used in preparation of edibles.
- Do verify the quality and quantity of the food/edible items as per agreement with IRCTC.
- Do verify the rates being charged (over-charged) by the licensee from passengers/customers.

Don'ts

- Don't allow preparation/sale/service of alcoholic beverage including beer, wine, tobacco, pork or beef and any other item prohibited by law in the Food Plaza.
 - Don't allow licensee to employ any person of bad antecedents and all employees possess Police Verification Reports.
 - Don't allow licensee to carry on any unlawful or illegal activity in the Food Plaza.
 - Don't allow licensee to carry out any alteration or renovation in the Food Plaza. For all these actions the licensee will have to take prior approval of the IRCTC or the designated authorities.
 - Don't allow licensee to sell unbranded products. The storage, handling of raw materials and finished products is to be in extreme hygienic conditions.
 - Don't allow licensee to occupy additional space without paying rent.
 - Don't allow supply of less quantity of edibles to the customers.
 - Don't allow licensee to occupy additional space without paying rent.
 - Don't allow supply of less quantity of edibles to the customers.
 - Don't allow licensee to use/consume expiry date items in the kitchen.
 - Don't allow use of unhygienic vegetables in the kitchen and mixing of vegetarian and non-vegetarian food.
 - Don't allow sale of un-prescribed mineral water in the Food Plaza.
 - Don't allow putting of unauthorized hoardings in and outside the Food Plaza.
 - Don't allow licensee to misuse the premises and run 'desk' for taxi, transport, telephone, etc.
-

LICENSEES OF PANTRY CARS

Do's

- Do ensure that licensee pay Concession Fee as per agreement to IRCTC within stipulated time frame.
- Do ensure that delayed payments of License Fee/Concession Fee attract penal interest as per agreement.
- Do ensure that Licensee possesses valid Food License from the concerned authorities.
- Do ensure that all staff of the Licensee on board possesses Valid Medical Certificates issued by the Competent Authority of Railways.
- Do ensure that all food ingredients being used for preparations/service to the passengers shall bear FPO/AGMARK and all these items should have IRCTC's approval.
- Do ensure that licensee shall not carry on the unlawful, immoral or illegal activity in the pantry car/at stations.
- Do ensure that the licensee keep IRCTC Suggestion/Complaint Book and make it available to the passengers.
- Do ensure that printed menu cards bearing name of the RICTC with name of the item, rate and weight is available for passengers.
- Do ensure that First Aid Box is available with no expiry date medicines.
- Do ensure that the license maintain full records pertaining to the pantry car (accounts, vouchers, bills etc.) and make it available for inspection of the IRCTC at any time.
- Do ensure that licensee issues proper bills to the passengers for sale of all items and collect the approved charges only from the passengers.
- Do ensure that the licensee exhibit tariff and list of items being sold prominently for the information of the customers in the pantry car as agreed by the IRCTC.
- Do ensure that packaged drinking water approved by IRCTC is supplied to the passengers in sealed glass/bottle only. Supply of mineral water in "Pouches" is strictly not allowed.
- Do ensure that the licensee shall not in any capacity employ any person of bad character or any persons, whose antecedents have not been investigated by the police authorities/other authorities viz Gram Panchayats, MPs, MLAs of their areas as per IRCTC Circular No. 3 of 2005.
- Do ensure that the licensee do not misuse Railway passes/Traveling Authority.
- Do ensure that the licensee shall not carry in the train any article of any description other than those required for the fulfillment of license. Any articles found in excess of the ordinary requirement of supply attract penalty.
- Do ensure that no employee of the licensee travel without valid Traveling Authority.
- Do ensure that licensee supplies products of reputed brands only duly approved by IRCTC. The storage, handling of raw materials and finished products will be in extreme hygienic conditions.
- Do ensure that -tobacco products, wine, beer, or any other alcoholic drinks or any other item prohibited by Law, Beer and Pork is not used or sold in any form in any food items in the Train.

- Do verify addresses given as “Base Kitchens” by the licensee for checking hygienic condition as well as quality and quantity of the raw and end product.
- Do ensure that staff of Pantry Car wear uniform, name batches, hand-gloves etc.
- Do ensure that there is restricted entry of passengers in the Pantry Car.
- Do verify the sales figures and records of the licensee and ensure that Bills are issued to the passengers.
- Do verify proper functioning of weighment machine in the Pantry Car.
- Do verify the quality and quantity of the Food with reference to Agreement/Bid document.
- Do verify supply of items as per approved list of IRCTC on board.
- Do verify occupancy certificates signed by Train Superintendent while releasing payment to the licensee.
- Do verify bill indicating the sector wise occupancy, rates as per Agreement applicable and total amount due.
- Do ensure that the TDS as per applicable rate is deducted.
- Do verify cleanliness of bed rolls and payment thereof with reference to occupancy certificate.
- Do conduct periodical checks in order to verify the sales turnover of the licensee.

Don't

- Don't allow un-hygienic condition of Pantry Car.
- Don't allow over-charging from the passengers/customers by the licensee.
- Don't allow sale of unapproved and unbranded snacks, beverages, packaged drinking water etc.
- Don't allow use of expiry date raw materials in the Pantry Car.
- Don't allow licensee to sell any product without prior approval of IRCTC.

IRCTC

VENDORS/COMMISSION AGENTS

Do's

- Display IRCTC approved rate list of all items very prominently.
- Wear Name Plate with IRCTC logo while on duty at the stall.
- Be polite and courteous with passengers/customers.
- Do possess valid medical certificate issued by competent authority.
- Do always keep stall neat and clean to attract the customers.
- Do update stock ledgers on daily basis.
- Do deposit daily sales on the following day positively.
- Do maintain proper calculation of commission and credit/deposit the same to IRCTC.
- Do maintain hygienic condition of the stall at all times.
- Do supply complaint book to passengers/customers on demand.
- Do maintain proper sales proceeds records on daily basis.
- Do declare Private/Personal cash in the Private Cash Register before beginning of the shift duty.
- Do keep updated inventory of the stock.
- Do cooperate with the inspecting officer of IRCTC and sign the joint proceedings of check.
- Do show all the records to the inspecting officer of IRCTC..

Don'ts

- Don't sell any expiry date item.
- Don't overcharge from passengers/customers in respect of any item.
- Don't sell any unauthorized item from the stall.
- Don't litter the place in and around stall/trolley.
- Don't allow unauthorized helpers/persons to operate or manage the stall/trolley.
- Don't sell any duplicate/adulterated item from the stall/trolley.
- Don't obtain excess stock from the IRCTC stores.
- Don't indulge in parallel sale.
- Don't keep undersize cups and glasses for supply of Tea/Coffee/Cold Drinks.
- Don't misuse electric connections.
- Don't manipulate the sales figures with a view to derive undue financial gain.
- Don't leave stall unattended.
- Don't supply less 'quantity' of tea, coffee or any other item to the passenger than the prescribed weight.

INTERNET RESERVATION

- Unauthorized Booking by Agents during peak season.
- Use of credit card of some other person in a fraudulent manner.
- Non-delivery of Railway ticket in time to the passenger/customer.
- Correctness of refund to customer online.
- Follow up on payment repudiated cases.
- Handling counter customers affectively.
- Managing IT Hardware and Software Vendors.



VIGILANCE

Do's

- Do give proper receipt of the complainant being received in person to the complainant.
- Be objective in collecting facts and evidence oral and documentary, to sustain a misconduct.
- Develop an information channel for planning and conducting preventive checks so as to cover all the departments having sensitive points and places of corruption.
- Before taking up any allegation for investigation always check whether it has a vigilance angle.
- Complete investigations within a reasonable time in an objective manner.
- Always be fair and impartial and without personal prejudice and influences while conducting an investigation.
- Be diligent in investigation with adequate planning and preparation for conducting an investigation and fix a time frame for various stages.
- Go to depth of the facts and the evidence till you get all the links and are able to conclude in a fair, just and logical manner.
- Always verify authenticity of the specific allegations from whatever source those may come.
- Always be judicious in your approach.
- Be qualitative in the results of preventive checks and investigations.
- Ensure that the investigation is meticulously factual, scrupulously fair and unfailingly speedy.
- Maintain absolute integrity and devotion to duty at all times.
- Always be firm in conviction and determination.
- Be polite and courteous. Show due regard to your seniors even if they are Charged Officer or Suspected Officer.
- Do prepare the "Agreed List" based on authentic information only.
- Do consider everyone as honest and well meaning, unless proved otherwise.
- Do keep your departmental head informed of your movements.
- Do exercise vigilance activities of officials included in the Agreed List.
- Do conduct joint checks with officials of other departments.
- Do remain accessible to all complainants/sources informers.
- Do follow Government of India's Resolution on Public Interests disclosure and protection of informers. (CVC's letter No. 004/VGL/26 dated 17.05.2004)
- Do ensure speedy departmental enquiry in cases arising out of Vigilance.
- Do keep in mind that one major source of corruption is that the guilty are not punished adequately and more important they are not punished promptly.
- Do review pending vigilance cases regularly.
- Do ensure that all prescribed returns to CVC/Ministry are sent in time.

Don'ts

- Don't take any action on anonymous or pseudonymous complaints.
- Don't register a vigilance case under local pressures or pressure out of department including affinity, acquaintance etc.
- Don't arrive at hasty or faulty conclusions.
- Don't disclose source of your information to any one. Otherwise, you will finish you own flow of information.
- Don't divulge the identity of the complainant. This will lead to acrimonious relations.
- Don't be light hearted, flippant, Irresponsible in your official conduct.
- Don't be swayed by preconceptions, pressures, surmises and conjectures.
- Don't suffer from bias and subjectivity.
- Don't do anything with a view to perpetrating revenge on any person to settle personal scores.
- Don't avail any non-entitled facility even if offered.
- Don't take up petty cases for registration and investigation.
- Don't try to bypass any instructions from superior authority even in a circuitous way.
- Don't forget to submit your own Property Returns in time.
- Don't be too close to any particular employee or junior otherwise, your impartiality could be questioned.
- Don't accept lavish gifts from colleagues and others on festive occasions, birthdays, marriages, etc., outside what is permissible under the Rules.

IRCTC

SEXUAL HARASSMENT AT THE WORK PLACE

Do's

- Do ensure gender equality at the work place.
- Do take appropriate steps at the work place to prevent sexual harassment.
- Do take all steps necessary and reasonable to assist the affected person in terms of support and preventive action where sexual harassment occurs as a result of an act or omission by any third party or outsider.
- Do remember that all of us have a collective responsibility to protect our Human Rights and eradicate behaviour which is unacceptable and discriminatory.
- Sexual harassment includes such unwelcome sexually determined behavior whether directly or by implication, as:
 - Physical contact and advances;
 - Demand or request for sexual favours;
 - Sexually coloured remarks;
 - Showing pornography; and
 - Any other unwelcome physical, verbal or non-verbal conduct of a sexual nature.

Don'ts

- No employee should ever indulge in sexual harassment of a woman employee at the work place.
 - Don't indulge in physical contact and advances, directly or indirectly, towards woman employees. Otherwise, it would amount to sexual harassment.
 - Don't ever pass sexually coloured remarks on woman employees.
 - No employee should ever show or attempt to show directly or by implication pornography to any woman employee. It would amount to sexual harassment of a woman employee.
 - Don't ever indulge in any unwelcome physical, verbal or non-verbal conduct of a sexual nature with any woman employee. Any such behaviour amounts to sexual harassment of a woman employee.
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