



इंडियन रेलवे कॅटरिंग एवं टूरिज़्म कॉरपोरेशन लिमिटेड
(भारत सरकार का उद्यम-मिनी रत्न)
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No. 2024/IRCTC/CO/P&T/ Integrity Pact

Date 29.10.2024

E file No. IRCTC/CO/PROC(GOOD)/4/2021/P&T/CO

GGM/NZ, EZ, WZ, SZ & SCZ
GGM/Fin-I, GGM/Fin-II, GGM/HRD, GGM/Services, GGM/RN,
GGM/IT-1, GGM/IT-2, GGM/Tourism, GGM/SCS,
GM/MCS, GM/Q&P & GM/CC

Sub: Implementation of Integrity Pact in IRCTC regarding.

Ref: i. CVC Circular No. 015/VGL/091 dated 14.06.2024.
ii. This office letter of even No. dated 30.05.2024.

In terms of CVC guidelines on adoption of Integrity Pact (IP), revised Format of Integrity Pact (IP) is enclosed herewith to be incorporated in all contracts/tenders above prescribed threshold value. The revised format is in supersession of the earlier IP format issued vide letter of even no. dated 30.05.2024.

This issues with the Approval of Competent Authority.

V.K. Pathak
29/10/2024

(V.K. Pathak)

GGM/P&T as Nodal Officer IP

Enclosed: As above (5 pages).

Copy to: i. PS to CMD, DF, DTM & DCS for Kind information please.
ii. IEMs for Kind information please.
iii. PS/CVO/IRCTC/CO for Kind information please.

INTEGRITY PACT

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact or IP) is made on ____ day of ____, 2024 between Indian Railway Catering & Tourism Corporation Limited (hereinafter referred as "IRCTC"), which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns.

And

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

Preamble

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

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

The essential ingredients of the Pact include:

Section 1- Commitments of IRCTC

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

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

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

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

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

Section 3- Previous Transgression

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

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

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

Section 5 - Compensation for Damages

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

Section 6- Independent External Monitor

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

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

Section 7- Pact Duration

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

Section 8- Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is the place of Registered Office of IRCTC, i.e. New Delhi.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

- (3) Should one or several provisions of this agreement turn out be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (4) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (5) In the event of any contradiction between the Integrity Pact and its Annexure (if any), the clause in the Integrity Pact will prevail.

(For & On behalf of the IRCTC)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place

Date

Witness 1:
(Name & Address)

Witness 2:
(Name & Address)

