



**Indian Railway Catering and Tourism Corporation Ltd**

**CIN-L74899DLI999GO1101707**

WWW.IRCTC.COM, EMAIL ID: TRAVELINSURANCESHEME@IRCTC.COM

**Contract No: EOI/Insurance Broker cum Advisor /2024**

**Expression of Interest (EOI) for Selection/Appointment of  
an Insurance Broker cum Advisor**

**EOIDocument**

**Indian Railway Catering and Tourism Corporation Ltd.**

**M- 13, Punj House, Connaught Place, New Delhi-110001.**

**For any clarifications kindly contact: GGM/ Services, IRCTC Ltd. M- 13 Punj House, Connaught Place, New Delhi- 110001; Tel. 011- 23701100/01; email- ggmservices@irctc.com**

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**NOTICE INVITING EXPRESSION OF INTEREST (EOI) FOR  
ENGAGEMENT OF INSURANCE BROKER CUM ADVISOR FOR  
INDIAN RAILWAY CATERING AND TOURISM CORPORATION  
LTD (IRCTC)**

**Ref No. IRCTC/CO/TRSM(INS)/3/2024/Tourism/CO**

**Date: 05.04.2024**

Sl. No	Particulars	Description
1	SUBJECT OF EOI	Indian Railway Catering and Tourism Corporation (IRCTC) invites Expression of Interest from IRDAI licensed Composite Insurance Broker cum Advisor for assisting IRCTC in its Insurance portfolio management which includes Property/Asset, Liability insurance etc. The selected Insurance Broker cum Advisor will advise and assist IRCTC in pre-placement, placement & post placement services of various Insurance Policies <b><u>at no cost to IRCTC.</u></b>
2	DUE DATE, TIME, AND PLACE FOR SUBMISSION OF EOI	Group General Manager/Services, Indian Railway Catering and Tourism Corporation. M-13, Punj House, Connaught Place, New Delhi -110001", before 3.30 PM on 19.04.2024.

**Note:**

1. IRCTC reserves the right to reject any or all the offers **in part or full** without assigning any reasons whatsoever.
2. IRCTC is not liable for the cost incurred in the preparation of Expression of Interest and submission and not liable for any other cost whatsoever it may be.
3. Expression of Interest documents can be downloaded from the website [www.irctc.com](http://www.irctc.com) till 3:30 PM on 19.04.2024.
4. EOI needs to be submitted in hard copy in a sealed envelope.
5. Offers should invariably be kept open for 90 days to be reckoned from the date of opening of offer.

Proposals should be super scribed with "EOI for appointment of Insurance Broker cum Advisor Ref No...IRCTC/CO/TRSM(INS)/3/2024/Tourism/CO Dated 05.04.2024 along with bidder's name and address on the envelope and the same is required to be dropped in the Box placed in the office of:

*"Group General Manager/Services, Indian Railway Catering and Tourism Corporation. M-13, Punj House, Connaught Place, New Delhi -110001", before 3.30 PM on 19.04.2024.*

Proposal received after the due date and time is liable to be rejected and decision of IRCTC in this regard shall be final and binding.

# **Indian Railway Catering and Tourism Corporation**

**Indian Railway Catering and Tourism Corporation Ltd**, a Public Sector Undertaking under Ministry of Railways founded in 1999 with beliefs to improve customer service verticals such as catering, ticketing and tourism. IRCTC aims at to be a technology driven customer oriented company through constant innovation and human resource development. When IRCTC unveiled its online portal in 2002 [www.irctc.co.in](http://www.irctc.co.in), few could have foreseen the groundbreaking impact of this invention. It initiated its on-line ticketing facility though without much experience in IT and owing to the specific background it inherited a broad and comprehensive outlook encompassing a technological development perspective to enable RAIL reservations subsequently Mumbai suburban tickets, tour packages, hotels, airlines, retail for ease to the citizens of the country. IRCTC leads the category of travel e commerce with the largest transaction share and dollar share. It has achieved a tremendous growth in e-ticketing since inception with an increase from 27 tickets to 14 lakhs tickets per day approx.

IRCTC's registered user base is over 30 million. IRCTC tourism portal [www.irctctourism.com](http://www.irctctourism.com) provides a range of travel & tourism services to customers including All Inclusive Bharat Gaurav Trains, Rail tour Packages, Tourist Trains, Holiday packages, Hotels & Cab rentals. IRCTC also sells air ticket through its website [www.air.irctc.co.in](http://www.air.irctc.co.in)

IRCTC envisages being one of the leading net centric companies. Our rapid growth [www.irctc.co.in](http://www.irctc.co.in) in E tickets is the result of our commitment of serving our customers, known as unmatched support and our exclusive focus on web.

IRCTC would like to provide best value deal and high level of service to its customers with the objective of expanding its customer base.

## **1. SCOPE OF WORK FOR THE INSURANCE BROKER CUM ADVISOR**

The scope of work for the Insurance Broker cum Advisor covers the following aspects. However, IRCTC may enlarge or modify the scope of work at any point of time depending upon its needs:

1. The selected Broker shall have to sign a non-disclosure agreement with IRCTC,
2. IRCTC reserves the right to seek recommendation on any existing tender terms and conditions from the Insurance Broker cum Advisor for the below scope of work. The final decision would be that of IRCTC. The strategy of IRCTC would be maximum risk coverage with minimum premium output. The services rendered by the Insurance Broker cum Advisor shall be free of cost and IRCTC shall not entertain any request for remuneration or any request for re-imburement. The bidder shall be eligible to earn brokerage from the shortlisted insurer as per applicable regulations by IRDAI.
3. Evaluation of various Insurance needs of the IRCTC, customization, design, and placement of Insurance Policy,
4. Functioning as a Strategic Insurance Broker cum Advisor for IRCTC and assisting IRCTC in pre-placement, placement, and post placement process of the Insurance programme,

5. Preparing tender documents and sending to the Insurance companies, finalizing the terms & conditions thereof including but not limited to coverage, excess, exclusions, period of indemnity, policy wordings, policy clauses and warranties,
6. Validation and Forecasting of Additional Coverage Benefits,
7. Facilitating Insurer meetings & assisting in short listing the TPAs, negotiating the best price from the Insurers,
8. Claim monitoring & Periodic Review,
9. Provide Servicing Support in Designing the Service Level Agreement to be signed between all three parties Insurance Company, Broker and IRCTC highlighting the scope of services and timeliness,
10. The appointed Insurance Broker cum Advisor shall/should confirm that Insurance consultancy services will be at no direct cost/free of cost to IRCTC, who shall not pay any kind of brokerage/fees/remuneration etc. for the services rendered by the Insurance Broker cum advisor to IRCTC. IRCTC shall neither entertain any request for remuneration/fees etc. nor any claim for remuneration/reimbursement of expenses/losses. The bidder shall be eligible to earn brokerage from the shortlisted insurer as per applicable regulations by IRDAI.
11. Scrutinizing the wording of the final policy documents to protect IRCTC's interest in regards to claim settlement.
12. Assisting in speedy realization of premium refunds.
13. Notwithstanding the scope of work above, IRCTC reserves the right on whether to engage the Insurance broker cum Advisor in its future tenders/contract Or not, under condition that only the services from selected Insurance broker cum advisor is taken, if required.

#### **1 A) Claims Management**

- a. Coordinating with insurers for immediate intimation and survey.
- b. Resolving various queries of insurers /surveyors during claim processing.
- c. Guidance in relation to interpretation of policy wording/conditions, warrant times, deductibles etc. during claims processing.
- d. To assist in verification of documentation as required by insurer / surveyor in pursuit of claim settlement.
- e. Coordinating with Insurance Companies, surveyors etc. for prompt settlement of claims.
- f. To assist IRCTC in settling the insurance claim from Insurance Company in reasonable time limit as mutually agreed.
- g. To arrange for submission of quarterly report on claim settlement status and pending issues.

#### **1.B) Other Services**

- a. Assisting IRCTC in identifying any emerging risk issues, taking any new Insurance Policies etc.
- b. Technical assistance in any Insurance Policies, as and when required.
- c. Keeping IRCTC informed of the latest regulations and guidelines and other notable market developments.
- d. Advising IRCTC, from time to time, on developments in the insurance industry having impact on the company.

- e. To conduct training programs for our executives to explain in detail about the Covers taken, insurance administration and claims.
- f. To engage relevant stakeholders within IRCTC for risk improvement measures & sharing feedback of such exercises.

## **2. Minimum Eligibility Criteria**

The Insurance Broker cum Advisor /Bidder must:

- a. This invitation to the EOI is open to well established registered companies that are incorporated or registered under the Indian Companies Act, 1956/2013, Bidder to submit certified copies of Memorandum of Association (MOA) and Articles of Association (AOA).
- b. Insurance Broking companies must be registered/Issued License by Insurance Regulatory and Development Authority (IRDA) under "Composite" License category for a continuous period of at least 3 years as on date of issuance of the tender & the license should be valid during the currency of the contract subject to IRDA guidelines, copies of relevant licenses to be submitted.
- c. The Insurance Broking Firms should have a paid-up Equity capital of minimum INR 2.50 crores and average annual turnover/revenue of minimum INR 25 Crores during the last three financial years i.e. 2020-21, 2021-22 & 2022-23 i.e. aggregate/gross turnover of INR 75 crores in last 3 financial years stated above. Certified copies of financial statement to be submitted along with certificate of turnover from statutory auditor.
- d. Net worth of the company must be positive consecutively for the last 3 completed financial years' up to 31.03.2023 duly certified by the statutory auditor.
- e. The Broking company should have placed premium of at least INR 300 Crores in the last preceding financial years i.e. 2022-23 in the Indian market. The details of documentary proof to be submitted.
- f. The Broking Company should have been duly appointed by and should have successfully provided such services to at least 5 PSU/Government companies/Central or State Govt. organizations for the last three financial years i.e. 2020-21, 2021-22 and 2022-23, copies of appointment letters/ relevant documents to be submitted.
- 2. The applicant must have an office established anywhere in Delhi/NCR & shall be able to provide services to IRCTC on PAN India Basis.
- 3. Hold valid GST registration and PAN at the time of submission of EOI,
- 4. Self Declaration on Company's letterhead signed by Authorised Signatory for following:
  - a. Not belong to any Industry Group/House,
  - b. The Insurance Broker cum Advisor or any of the partners / members / directors etc. should neither have been disqualified / cancellation of license by IRDAI nor blacklisted / levied any penalty during the last 3 financial years,
- 5. The bidder must have written at least INR 100 Crores of Group Personal Accident premium in Financial Year 2022-23.
- 6. The Insurance Broker cum Advisor shall be selected based on the criteria at Annexure I.
- 7. The Insurance Broker cum Advisor **shall submit the signed Integrity Pact as in Annexure II along with other mandatory documents.**

Note: Valid documentary evidence in support of the above duly attested by the CEO/ Authorised Official Signatory/ Principal Officer, must be submitted, failing which the offer shall be summarily rejected.

## **3. SELECTION OF INSURANCE BROKER CUM ADVISOR:**

IRCTC intends to appoint one (01) number of IRDAI approved brokers for the insurance jobs as

mentioned at sl. no. 1 above based on the ranking as per the bid evaluation criteria, i.e., H1 [with highest marking as per bid evaluation criteria]. The bidders must score minimum 50 marks out of total 100 marks in order to qualify for selection.

#### **4. DISQUALIFICATION:**

The Insurance Broker cum Advisor should be disqualified for the following:

- A. Fail to submit all the required documents for EOI within the due date and time,
- B. Documentary evidence in support of the above mentioned selection criteria is to be submitted with the bid document, duly attested by authorised signatory. Non-compliance of this shall make the bid liable for rejection.
- C. Make misleading or false representations in the forms, statements and attachments submitted as proof of the eligibility requirements.
- D. Declared ineligible by any company for corrupt and fraudulent practices or blacklisted during the last 03 years,
- E. Fail to provide related clarifications when sought,

#### **5. CONFIDENTIALITY AGREEMENT:**

The documents handled during the tenure of the contract by the Insurance Broker cum Advisor should be treated as strictly confidential and cannot be used for any other purpose other than the matter exclusively related to IRCTC. Post selection for empanelment, the Insurance Broker cum Advisor shall sign a Non-Disclosure Agreement with IRCTC.

All pages of the bidders EOI must be signed by the authorised signatory with page serial numbers. The documents should be arranged in sequence as mentioned in the EOI.

#### **6. DURATION OF CONTRACT**

The initial period of engagement would be for 3 years which may be further extended for a period of 1 year based on performance purely at IRCTC's discretion. IRCTC reserves the right to terminate the appointment after completion of the policy year(s) or after giving 2 months' notice, if the services are not satisfactory.

#### **7. OTHER CONDITIONS:**

- a) At any time prior to the deadline for submission of proposal, IRCTC may for any reason, modify the proposal. The prospective Bidder shall be notified of amendment, if any and such amendment shall be binding on the Bidders.
- b) During presentation, IRCTC may seek clarifications with respect to the Bids submitted by the Bidders. The bidders should respond with the explanation within the specified time..
- c) IRCTC reserves the right to cancel the complete EOI without assigning any reason whatsoever.

## 8. DECLARATION

Bidder shall confirm and undertake that they have not been banned from Business with respect to Insurance broking & similar business, as on date of submission of the offer as per undertaking given below to be executed by the authorised Signatory or officer replace by authorised signatory of the company. In case at a subsequent date the successful bidder / licensee is found to have been banned for business as given above, IRCTC shall be at liberty to have full rights to cancel the appointment and take other recourse as per law. The declaration should be in the following format.

Bidder shall submit the undertaking for not being banned for business as on date of submission of offer as per undertaking given below:

**(On letter-head)**

**To be signed by the principal officer of the company.**

*"I/We do hereby undertake & confirm that IRCTC/Ministry of Housing & Urban Affairs/Order of Ministry of Commerce or any government department/PSU, IRDA, SEBI etc. applicable for all Ministries have not banned/debarred business with us with respect to Insurance broking & similar business as on the date of submission of offer.*

*Also, any work executed by us with respect to Insurance broking & similar business either individually or as a member in a JV/Consortium, has not been rescinded/ terminated by IRCTC or any government department/PSU after award of contract to us during last 3 years (As on date of a submission of offer) due to non-performance either on our own or as a member of JV/Consortium.*

*I/We also hereby declare that there is no case with the Police / Court / IRDA /SEBI / Regulatory authorities against me. I/We have not been suspended / delisted /blacklisted by any other Govt. Ministry / Department / Public Sector Undertaking / IRDA / SEBI / Autonomous Body / Financial Institution / Court etc. during the previous 3 years. I/We certify that I/We am not involved in any scam or disciplinary proceedings settled or pending adjudication. I/We also hereby declare that all information, material to the decision of empanelment has been disclosed in this document and nothing has been concealed and / or withheld. I/We hereby undertake and confirm that I/We have understood the scope of work properly and shall comply with the terms of engagement".*

Signed/stamped/Date.

Authorised Signatory

## 9. ENCLOSURES:

- A. Covering letter on letterhead.
- B. Copies of Certificate of Registration
- C. Copy of latest license / accreditation issued by IRDA.
- D. Copies of Audited Balance Sheet and Profit Loss statements for the past 3 financial years as on 31.03.2023.
- E. CA Certificate for proof of premium placement of at least INR 300 Crores in FY 2022-23.
- F. Copies of PSU's/ Government-customers empanelment letters or policy copies.
- G. Self-Certified list of office(s) with communication address, name and contact of the Insurance Broker cum Advisor in Delhi/ NCR.
- H. PAN and GST Registration Certificate



- I. Self-Certification / Declaration on letterhead for pt. 2.9a& 2.9b under Minimum Eligibility Criteria.
- J. CA Certificate for proof of premium placement of at least INR 100 Crores of Group Personal Accident premium in Financial Year 2022-23.
- K. Declaration as mentioned in pt. 7 on the Company's letterhead signed by the Authorized Signatory.

## **10. ARBITRATION:**

- i. In the event of any dispute or difference between the parties hereto as to the construction, operation and interpretation of this contract/tender document or the respective rights and liabilities of the parties on any matter in question, the Parties agree to use their best efforts to resolve all disputes in prompt, and equitable manner.
- ii. In the event, the Parties are unable to resolve the dispute as has been mentioned in the preceding clause (i), either party by way of submitting a demand in writing, refer the dispute to Arbitration comprising of a Sole Arbitrator to be appointed with the consent of both the parties from the list of Empanelled Arbitrators maintained by IRCTC. . The demand made in writing shall specify the matters which are in question, or subject of dispute or difference as also the amount of claim. Further, only such disputes or differences in respect of which demand has been made, together with counter claims or set off given by IRCTC shall be referred to Arbitration and other matters shall not be included in the reference.
- iii. If the Arbitrator so appointed refuses to act as Arbitrator, withdraws from his office as Arbitrator, or vacates his/her office/offices or is unwilling to perform his/her function as an Arbitrator for any reason whatsoever, or fails to act without undue delay, the parties shall appoint any Arbitrator to act In his/her place in the same manner in which the earlier Arbitrator was appointed.
- iv. In case the parties are unable to agree on the name of the Sole Arbitrator as has been specified above, both the parties shall appoint their respective Arbitrators from the list of Empanelled Arbitrators, who shall thereafter appoint the Presiding Arbitrator for adjudication of dispute by the so constituted Arbitral Tribunal. Arbitration shall be subject to the provisions of Arbitration and Conciliation Act, 1996 (as amended from time to time)
- v. The Award of the Arbitral Tribunal shall be final and binding on both the parties to the contract/tender.
- vi. The venue and seat of Arbitration shall be at New Delhi. The fees and other expenses of the Arbitration shall be borne jointly by both the parties in terms of IRCTC circular/guidelines.

## **11. TERMINATION OF CONTRACT**

IRCTC reserves the right to terminate the contract by giving a 2 months' notice to the Insurance broker cum Advisor.

a) In the event of defaults mentioned hereunder, IRCTC may issue a notice of 15 days to the Insurance Broker cum Advisor to remedy or make good such breach and in spite of such notice in writing, the Insurance Broker fails to remedy the breach, it shall be lawful for IRCTC to terminate the contract. The decision in this regard shall be final and binding on the Insurance Broker cum Advisor.

b) **EVENTS OF DEFAULT AND TERMINATION OF CONTRACT:**

Any of the following events shall constitute event of default by the Insurance Broker cum Advisor:

1. Consistent problems in the content.
2. Incorrect commercial statements.
3. Non-payment of any dues to IRCTC.
4. Negligence in responding to IRCTC related to services offered to IRCTC.
5. Wrong MIS reporting.
6. Usage of IRCTC online retail booking data for any other commercial usage other than servicing the booking.
7. Any other act which is against the interest of IRCTC.

c) in case of serious and repeated defaults by Insurance Broker cum Advisor IRCTC shall be entitled to terminate the contract without any notice..

## **12. INDEMNITY:**

The company hereby agrees to indemnify and shall keep indemnified and hold harmless, IRCTC and its directors, officers and employees from and against all and any claims, demands, losses, damages, penalties, expenses and proceedings connected with the implementation of his contract or arising from any breach of non-compliance what so ever by the company or any of the persons deployed by it pursuant hereto of or in relation to any such matter as aforesaid or otherwise arising from any act or omission on their part, whether wilful or not, and whether within or without the premises.

## **13. LAWS GOVERNING THE CONTRACT**

1. This contract shall be governed by the laws of India.
2. Irrespective of the place of performance or place of payment under the contract, the contract shall be deemed to have been made at New Delhi.

#### **14. JURISDICTION OF COURTS**

The Courts at New Delhi shall have exclusive jurisdiction to decide any dispute arising out of or in respect of the contract.

#### **15. BID EVALUATION**

1. The bids will be evaluated based on points obtained by the bidders as per the Evaluation Parameters given in Annexure- I. The successful bidder will be selected based on highest number of points obtained.
2. In the Condition of a Tie between two or more than two brokers, the Bidder with the highest average annual turnover in the last 3 years shall be selected as an exclusive & sole insurance broker cum Advisor by IRCTC

## EVALUATION PARAMETERS

### Annexure I

S N	Parameters	Supporting document	Maximum Marks
1	Insurance Broking Company must be registered/Issued License by Insurance Regulatory Development Authority (IRDA) under <b>"Composite"</b> License category for a continuous period of at least 3 years as on 01.04.2023.	Copy of License certificate and all renewals thereof issued by IRDAI attested by authorized signatory of the bidder	<b>15</b>
	3 years to upto 6 years		05
	Above 6 years to upto 9 years		10
	Above 9 years		15
2	The Insurance Broking Firms should have minimum average annual revenue/turnover of minimum INR 50 Crores from their Indian operations during the last three financial years i.e., 2020-21, 2021-22, 2022-23 (i.e., gross turnover of INR 150 crores in last 3 specified financial years).	Audited Annual Report with Balance sheet & Profit & Loss statement of concerned FY's to be submitted signed by the Authorized Signatory	<b>15</b>
	Average annual turnover/ Revenue above INR 50 crores and Up to INR 100 crores for last 3 Financial Year (FY)		5
	Average annual turnover/ Revenue above INR 100 crores and Up to INR 150 crores for last 3 FY		10
	Average annual turnover/ Revenue above INR 150 crores for last 3 FY		15
3	The Company should have placed total Premium of at least INR 300 Crores in the last financial year 2022-23 in the Indian market.	CA Certificate needed countersigned by the Authorised Signatory	<b>25</b>
	Premium placed upto INR 300 crores for last FY 2022-23		05
	Premium placed above INR 300 crores and Up to INR 400 crores for last FY 2022-23;		10
	Premium placed above INR 400 crores and Up to INR 500 crores for last FY 2022-23		15
	Premium placed above INR 500 crores and Up to INR 600 crores for last FY 2022-23		20
	Premium placed above INR 600 crores for last FY 2022-23		25
4	The Company should have been appointed & successfully provided such services to at least 5 no of Central/State/Pubic Sector Undertakings (PSU)/ Government companies/ organisations during the last 3 Financial Years i.e.2020-21, 2021- 22, 2022-23  Note: The Letter of appointment issued by various Central/State/Pubic Sector Undertakings (PSU)/ Government companies/ organisations shall only be	Broker should provide the copies of PSU's/ Government-customers empanelment letters or policy copies.	<b>20</b>

	counted for evaluation. The extension of service issued by Central/ State/ Pubic Sector Undertakings (PSU)/ Government companies/ organisations shall not be counted.		
	Appointed & successfully provided such services up to 5 Central/State/Pubic Sector Undertakings (PSU)/ Government companies/ organisations during the last 3 Financial Years i.e. 2020-21, 2021-22, 2022-23		5
	Appointed & successfully provided such services to more than 5 no of and Up to 10 no. of Central/State/ Pubic Sector Undertakings (PSU)/ Government companies/ organisations during the last 3 Financial Years i.e. 2020-21, 2021-22, 2022-23		10
	Appointed & successfully provided such services to more than 10 no of and Up to 15 no of Central/State/ Pubic Sector Undertakings (PSU)/ Government companies/ organisations during the last 3 Financial Years i.e. 2020- 21, 2021-22, 2022-23		15
	Appointed & successfully provided such services to more than 15 no of Central/State/ Pubic Sector Undertakings (PSU)/ Government companies/organisations during the last 3 Financial Years i.e. 2020- 21, 2021-22, 2022-23		20
5	The bidder must have placed at least INR 60 Crores of Group Personal Accident premium in last Financial Year	CA Certificate for proof of premium placement of Group Personal Accident premium in Financial Year 2022-23.	15
	INR 60 Crores to 120 Crores		5
	More than INR 120 Crores to INR 180 Crores		10
	More than INR 180 Crores		15
6	Total number of full time employees based in India as on the bid submission date	Documentary evidence duly attested by CEO/ Authorised Signatory/ Principal officer of the insurance broker.	5
	Less than 200		1
	200- 399		2
	400- 599		3
	600 and above		5
7	Total number of IRDAI broker license certified employees directly involved in providing brokerage services to clients as at bid submission date	Documentary evidence duly attested by CEO/ Authorised Signatory/ Principal officer of the insurance broker.	5
	Less than 25		1
	25 to 49		2
	50 to 74		3
	75 to 100		5

## PRE-CONTRACT INTEGRITY PACT

### General

This pre-bid pre-contract Agreement (hereinafter called the integrity pact) is made on \_\_\_\_ day of \_\_\_\_, 2023 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

IRCTC intends to award, under laid down organizational procedures. Contract/s for ..... 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).

In order to achieve these goals, IRCTC has appointed Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### **Section 1- Commitments of IRCTC**

- (i) IRCTC commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) 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.
  - (b) 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 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.
  - (c) IRCTC will exclude from the process all known prejudiced persons.
- (ii) If IRCTC obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, IRCTC will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

- 1) 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.

- (a) 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, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- (b) The Bidder(s) Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.
- (c) The Bidder(s) Contractor(s) will not commit any offence under IPC/PC Act, further the Bidder(s) Contractor(s) will not use improperly, for purpose of competition or personal gain or pass on to others, 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.
- (d) The Bidder(s) Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s) Contractor(s) of Indian Nationality shall furnish the name and address of the foreign IRCTCs, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only.
- (e) The Bidder(s) Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
- (f) 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.
- (2) The Bidder(s) Contractor(s) shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Section 3 - Disqualifications from tender process and exclusion from future contracts**

If Bidder(s) Contractor(s) before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, IRCTC is entitled to disqualify the Bidder(s) Contractor(s) from the tender process or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

### **Section 4 - Compensation for Damages**

- 1) If IRCTC has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, IRCTC is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2) IRCTC is entitled to terminate the contract according to section 3, 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 5- Previous Transgression**

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other company in any country conforming to the anti-corruption approach or with any public sector enterprises in India 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 6- Equal Treatment of all Bidders/Contractors/ Subcontractors**

- (1) In case of sub-coordinating, the IRCTC contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor.
- (2) IRCTC will enter in to agreements with identical conditions as this one with all Bidders and Contractors.
- (3) IRCTC will disqualify from the tender process all bidders who do not sign this pact or violate its provisions.

#### **Section 7- Criminal charges against violating Bidder(s) /Contractor(s) / Subcontractor(s)**

If IRCTC obtains knowledge of conduct of a Bidder, Contractor or subcontractor, or of an employee or a representative or an associate of a bidder, contractor or subcontractor which constitutes corruption, or if IRCTC has substantive suspicion in this regard, IRCTC will inform the same to the Chief Vigilance Officer.

#### **Section 8- Independent External Monitor**

- (1) IRCTC appoints competent and credible Independent external monitor for this pact after approval by Central Vigilance Commission. The task of the monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) IRCTC has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission.
  - a) Shri Apurva Verma, IAS (Retd.)
  - b) Shri Bharat Prasad Singh, IFoS (Retd)
- (3) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor



would have access to all contract documents, whenever required. It will be obligatory for him/ her to treat the information and documents of the Bidders/Contractors as confidential. He/ She reports to the CMD IRCTC.

- (4) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of IRCTC including that provided by the Contractor. The Contractor will also grant the Monitor upon his/her request and demonstration of a valid interest, unrestricted the unconditional access to their project documentation. The same is applicable to sub-contractors.
- (5) The Monitor is under contractual obligation to treat the information and documents of the bidder(s)/ contractor(s)/ Sub contractor(s) with confidentiality. The Monitor has 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 Monitor shall inform CMD, IRCTC and rescue himself/herself from that case.
- (6) IRCTC shall provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between the IRCTC and the contractor. The parties offer to the Monitor the option to participate in such meetings.
- (7) As soon as the monitor notices, or believes to notice, a violation of this agreement, he/she shall inform the management of IRCTC and request the management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (8) If the monitor has reported to CMD IRCTC, a substantiated suspicion of an offence under relevant Criminal provisions, and CMD IRCTC has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The Word 'Monitor' would include both singular and plural.

## **Section 9- Pact Duration**

This pact begins when both parties have legally signed it. . Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the CMD of IRCTC.

## **Section 10- Other Provisions**

- (1) This agreement is subject to Laws of Republic of India. Place of performance and Jurisdiction shall the Registered Office of the 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) If the contractor/bidder is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) If any provision(s) of this agreement turn out to be invalid, the remainder portion of the agreement shall remain in force. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty/Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the clause in the Integrity Pact will prevail.

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(For & On behalf of the IRCTC)

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(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place .....

Date .....

Witness 1:

(Name & Address)

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Witness 2:

(Name & Address)

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