

Corrigendum - II

Supply, Installation, Testing, Commissioning, Training, Documentation and Maintenance of IP /MPLS equipment for KFON Project: Pre-Aggregator and Spur Milestone



RailTel Corporation of India Ltd.

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- 1 In reference to Supply, Installation, Testing, Commissioning, Training, Documentation and Maintenance of IP /MPLS equipment for KFON Project: Pre-Aggregator and Spur Milestone against Tender No. RCIL/Tender/LT/CO/MKTG/EB/2021-22/003 dated 03.09.2021, all are advised to note following changes in the tender document:

SN	Pg. No.	RFP Clause No	RFP Clause	Revised Clause
1	8	Bid Data Sheet (Clause 3.2, Chapter-3)	Delivery Period 60 Days from issue of PO	Delivery Period 90 Days from issue of PO.
2	21	Clause 3.14 (A) of Chapter-3	A. Supply portion: 90% of the supply cost will be paid after delivery of material and acceptance of 100% material at Kerala site duly accepted by KSITIL on submission of following documents - Valid Tax Invoice (in Triplicate). - Delivery Challan. - Factory Test Report - QA & COQ inspection certificate duly signed by OEM. - FAT Inspection Certificate or Approval of waiver for the same. - Packaging List - Purchaser's Inspection certificate - Consignee receipt - Warranty certificate of OEM - Insurance certificate - A certificate duly signed by the firm certifying that equipment/ materials being delivered are new and conform to technical specification. - A certificate duly signed by the firm certifying that the equipment/ materials being delivered are complete in all respect for the concerned items for which the payment is being released.	A. Supply portion: 90% of the supply cost will be paid through irrevocable Letter of Credit (LC) to be operated from Southern Region. The LC will be initiated for opening by RailTel on submission of the following documents: - Certificate of completeness of production of Material as ordered. - Serial Numbers of Equipments / Modules to be dispatched. - Factory Test Report - QA inspection certificate duly signed by OEM - FAT Inspection Certificate or Approval of waiver for the same. - Packaging List - Proforma Invoice The LC will be operated after delivery of material and acceptance of 100% material (against the Pre-Aggregator and Spur Milestones for the items in present tender) at Kerala Site(s) duly accepted by KSITIL or TPA nominated by KSITIL or any other agency nominated by KSITIL. However, the payment will be released by RailTel within 90 days from delivery against the Letter of Credit issued to bidder by RailTel on Submission/achieving of following documents/milestones; - Valid Tax Invoice (in Triplicate) - Delivery Challan

				• Packing list. • QA/COQ • Purchaser's Inspection certificate • Consignee receipt • Warranty certificate of OEM • Insurance certificate • A certificate duly signed by the firm certifying that equipment/ materials being delivered are new and conform to technical specification. • A certificate duly signed by the firm certifying that the equipment/ materials being delivered are complete in all respect for the concerned items for which the payment is being released.
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- 2. Form No. 4 of Chapter-9, Proforma for Signing the Integrity Pact is revised. The revised proforma is attached as Annexure-A of corrigendum.**

All other term & conditions of tender documents will remain same.

(K. Manohar Raja)
Executive Director/EB

PROFORMA FOR SIGNING THE INTEGRITY PACT

(On Stamp Paper of appropriate value)

RailTel Corporation of India Limited, hereinafter referred to as “The Principal”.

And

....., hereinafter referred to as “The Bidder/ Contractor”

Preamble:

The Principal intends to award, under laid down organizational procedures, contract/s forThe Principal 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, the Principal will appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1- Commitments of the Principal

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, 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. The Principal will during the tender process treat all Bidder(s) with equity and reason. The Principal 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 process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal 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, the Principal 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 himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
 - a. The Bidder(s)/contractor(s) will not, directly or through any other persons or firm, offer promise or give to any of the Principal'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 during 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, specifications, certifications, subsidiary contracts, submission or non submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s) /Contractors will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal 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 principals, 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. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" as annexed and marked as Annexure A.
 - e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3: Disqualification from tender process and exclusion from future contracts

If the 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 his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process **& exclude him from future business dealings as per the existing provisions of GFR,2017,PC ACT 1988)** or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings" and **any other Financial Rules/Guidelines applicable to the Principal**. Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annex-"B".

Section 4: Compensation for Damages

1. If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to be terminated the contract according to Section 3, the Principal 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 other public sector enterprise 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 for 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. The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a **signed** commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. **The Principal Contractor shall take the responsibility of the adoption of IP by the sub-contractors. It is to be ensured that all sub-contractors also sign the IP.**
3. In case of a Joint Venture, all the partners of the Joint Venture should sign the Integrity pact.
4. The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions

Section 7: Criminal charges against violation by Bidder(s) / Contractor(s) / Sub contractor(s)

If the Principal 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 the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8: Independent External Monitor / Monitors

1. The Principal appoints competent & credible Independent External Monitors for this pact as nominated by the Central Vigilance Commission(CVC) Government of India, from the panel of IEMs maintained by it. The task of the Monitors is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the CMD, RailTel.
3. The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all project documentation of the Principal including that provided by the Contractor.
4. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
5. The Principal will 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 Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

Note : However, the documents /records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

6. **For ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process or during execution of contract, the matter should be examined by the full panel of IEMs jointly, who would look into the records, conduct an investigation, and submit their joint recommendations to the Management.** 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.

The advice of the IEM panel is restricted to resolving issues raised by a bidder regarding any aspect of the tender which allegedly restricts competition or bias towards some bidders.

7. **The panel of IEMs are expected to submit a joint** written report to the CMD, RailTel **within 30 days** from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
8. Monitor shall be entitled to compensation on the same terms as being extended to / provided to Independent Directors on the RailTel Board.

9. **The IEMs would examine all complaints received by them and give their recommendations/views to the CMD, RailTel at the earliest. They may also send their report directly to the CVO in case of suspicion of serious irregularities requiring legal/administrative action. Only in case of very serious issue having a specific, verifiable vigilance angle, the matter should be reported directly to the Chief Vigilance Commission.**
10. The word 'Monitor' would include both singular and plural.
11. **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 bound manner. If required, the organizations may adopt any mediation rules for this purpose. In case, the dispute remains unresolved even after mediation by the panel of IEMs, the organization may take further action as per the terms & conditions of the contract. However, not more than five meetings shall be held for a particular dispute resolution. The fees/expenses on dispute resolution shall be equally shared by both the parties.**

Section 9: Pact Duration

Integrity Pact, in respect of a particular contract, shall be operative from the date IP is signed by both the parties till the completion of contract. After award of work, the IEMs shall look into any issue relating to execution of contract, if specifically raised before them. However, the IEMs may suggest systemic improvements to the management of the organization concerned, if considered necessary, to bring about transparency, equity and fairness in the system of procurement.

In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the contract has been awarded.

If any claim is made / lodged by either party 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 CMD of RailTel.

Section 10: Other Provisions

1. This agreement is subject to Indian Law, Place of performance and jurisdiction is the Registered Office of the Principal, i.e. New Delhi.
2. Changes and supplements as well as termination notices need to be made in writing.
3. If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to 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.
5. The parties signing the IP shall not approach the Courts while representing the matters to the IEMs and he/she will await the decision in the matter.

6. Principal contractor shall take the responsibility of the adoption of IP by the sub-contractor
7. **The Integrity pact shall be deemed to form a part of contract and parties shall be bound by it's provision.**
8. **Issues like warranty/guarantee etc. should be outside the purview of IEMs.**

(For & on behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

