

BITES Ltd. /Contract Policy Cell/Gurugram

Standard RFP Document for Procurement of Consultancy Services, May-2023

Correction Slip No. 2

(1) Section I: Notice Inviting Tender (NIT)

1. Sub clause 6. 5) Integrity Pact

- a) In the existing sub clause 6. (5) (ii) fourth line, '**Supplier**' may be deleted and replaced with the '**Employer/Principal**'.
- b) In the existing sub clause 6. (5) (ii) sixth line, '**Lead Member of JV**' may be deleted and replaced with the '**Each member of JV/Consortium**'.

2. In the existing sub clause 6. (5.A), the para 'Complaints arising from tendering process shall be, as far as possible, referred to both the IEMs for their joint investigation and recommendation' may be deleted and replaced with the following:

Complaints arising from tendering process shall be, as far as possible, referred to both the IEMs for their joint investigation and recommendation or to the sole IEM as the case may be. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.

(2) Bidding Forms

Form T-10/1, Form T-10/2 and Form T-10/3 (INTEGRITY PACT) may be deleted and replaced with the following:

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Form T-10/1: The RITES authority competent to sign the contract agreement, will sign this Annexure before uploading the tender

To

All Bidders/Consultants for the Subject Tender

.....

Subject: NIT No.....for the services of(Fill in Name of the Services)

Dear Sir,

It is hereby declared that RITES LTD., acting for and on behalf of and as an Agent/Power of Attorney Holder of(The Principal/Employer) is committed to follow the principles of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Consultant will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer /consultant will stand disqualified from the tendering process and the bid of the consultant would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the RITES Ltd.

Yours faithfully

RITES Ltd

(Name, Signature and Designation of the Authority *competent to sign contract agreement on behalf of RITES*)

for and on behalf of and as an

Agent/Power of Attorney Holder of

.....

Note- The RITES authority competent to sign the contract agreement, will sign this Annexure before uploading the tender.

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Form T-10/2: The consultant will download this document and affix his signatures and upload such signed document along with Integrity pact

To,

.....
.....

(Fill the Designation and Address of the Authority competent to sign contract agreement on behalf of RITES)

Name of Service: (Fill in Name of the Service)

Dear Sir,

I/We acknowledge that RITES Ltd. is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that **SUBMISSION OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE** of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/ bid is finally accepted by RITES Ltd. and/or Client (*Strike out whichever is not applicable*). I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Section 9 of the enclosed Integrity Agreement at Form T-10/3.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, RITES Ltd. and/or Client (*Strike out whichever is not applicable*), shall have unqualified, absolute and unfettered right to disqualify the tenderer / consultant and reject the tender/ bid in accordance with terms and conditions of the tender/bid.

Yours faithfully

**(Duly authorized signatory of the consultant/bidder)
(Official Seal)**

Place:.....

Date:

Witness 1:

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(Name & Address).....
.....

Witness 2

(Name & Address).....
.....

Date:

Note-1 The bidder/consultant will download this document and affix his signatures and upload such signed document, as explained in the tender document under para 6 (5) of NIT. In case of Failure to submit the Integrity Pact duly signed and witnessed, along with the bid, the bid is likely to be rejected.

Note-2 In case of a Joint Venture/Consortium, each member of JV/Consortium will submit this document duly signed and witnessed along with the bid. All authorized signatories of the members of JV/Consortium, can either sign on one document jointly or can sign on separate documents. In case of Failure to submit the Integrity Pact duly signed and witnessed, along with the bid, the bid is likely to be rejected.

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FORM T-10/3
INTEGRITY PACT

(If stipulated in TIS, Ref Clause 6 (5) of NIT)

(To be signed on Plain paper)

(To be submitted as part of Technical Proposal)

INTEGRITY PACT

Between

RITES LTD. acting for and on behalf of and as an Agent/Power of Attorney Holder of

.....
(Name of Principal/Employer)

(Hereinafter called the "Principal/Employer" and which expression shall unless repugnant to the meaning or context hereof including its successors and permitted assigns)

AND.....

(Name of the Bidder/Consultant)

(Hereinafter referred to as "The Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

PREAMBLE

'The Principal/Employer' intends to award, under laid down organizational procedures, contract/s for _____, 'The Principal/Employer' 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 Consultant(s).

In order to achieve these goals, the Principal/Employer shall appoint Independent External Monitors (IEMs) who shall monitor the tender Process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the 'The Principal/Employer'

(1) 'The Principal/Employer' commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

a. No employee of the Principal/Employer, personally or through family members, will, in connection with the tender or for 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.

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b. The Principal/Employer will, during the Procurement Process, treat all bidders/Consultant(s) with equity and reason. The Principal/Employer will, in particular, before and during the Procurement Process, provide to all bidders/Consultant(s) the same information and will not provide to any bidders/Consultant(s) confidential/ additional information through which the bidders/Consultant(s) could obtain an advantage in relation to the tender Process or the contract execution.

c. The Principal/Employer will exclude from the process all known prejudiced persons.

(2) If the Principal/Employer obtains information on the conduct of any of its employees, which is a criminal offence under the IPC(Indian Penal Code)/ PC (Prevention of Corruption) Act, or if there be a substantive suspicion in this regard, the Principal/Employer will inform its Chief Vigilance Officer and in addition, can initiate disciplinary actions.

Section 2 - Commitments of the ' Bidder/ Consultant'

(1) The 'Bidder/Consultant' commit himself to taking all measures necessary to prevent corruption. He commits himself to observe the following principles during participation in the tender Process and during the contract execution.

a. The 'Bidder/ Consultant' will not, directly or through any other person or firm, offer, promise, or give to any of the Principal/Employer '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 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/Consultant' will not enter with other Bidders/Consultants 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 cartelisation in the bidding Process.

c. The 'Bidder/Consultant' will not commit any offence under the relevant IPC/ PC Act; further, the ' Bidder/ Consultant' will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal/Employer as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.

d. The 'Bidder/Consultant' 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.

e. Foreign bidders/Consultants shall disclose the name and address of agents and representatives in India .

f. Indian Bidders/Consultants shall disclose their foreign principals or associates.

(2) The 'Bidder/Consultant' will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from Procurement Process and exclusion from future contracts

If the 'Bidder/Consultant', 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, the Principal/Employer is entitled to disqualify the 'Bidder/Consultant' from the tender Process or terminate/determine the contract, if already executed, as per Clause 12 of GCC or take action as per the procedure mentioned in the "Guidelines on Banning of Business Dealings" placed at Annexure-T-10A.

Section 4 - Compensation for Damages

(1) If the Principal/Employer has disqualified in terms of the provisions in Section 3, the 'Bidder/Consultant' from the tender Process prior to the award of contract, the Principal/Employer is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal/Employer has terminated the contract during execution in terms of the provisions under Section 3, the Principal/Employer shall be entitled to demand & recover from the Bidder/Consultant the damages equivalent to Earnest Money Deposit, Security Deposits already recovered and Performance Guarantee which shall be absolutely at the disposal of the Principal/Employer.

Section 5 - Previous transgression

(1) Bidder/Consultant 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/consultants 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/consultants 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/consultants.

(2) If the Bidder/Consultant makes an 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/Consultants/Sub-contractors

(1) The Bidder/Consultant undertakes to demand from all partners/sub-contractors (if permitted under the conditions/clauses of the contract) a commitment to act in conformity with this Integrity Pact and to submit it to the Principal/Employer before signing the contract.

(2) The Bidder/Consultant confirms that any violation by any of his partners/subcontractors to act in conformity with the provisions of this Integrity Pact can be construed as a violation by the Bidder/Consultant himself, leading to possible Termination of Contract in terms of Section 4.

(3) The Principal/Employer will disqualify from the tender Process all bidders/consultants who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidders(s)/ Consultant(s)/ Subcontractor(s)

If the Principal/Employer obtains knowledge of the conduct of a Bidder, Consultant or Partners/ Subcontractor, or of an employee or a representative or an associate of a Bidder, Consultant or Subcontractor, which constitutes corruption, or if the Principal/Employer has substantive suspicion in this regard, the Principal/Employer will inform the same to the Chief Vigilance Officer.

Section 8 - Independent External Monitor

(1) The Principal/Employer shall appoint competent and credible Independent External Monitor for this Pact. 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 on receipt of any complaint by them from the bidder(s)/consultant(s). The IEMs shall examine all the representations/grievances/complaints received by them from the bidders/consultants 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.

For ensuring the desired transparency and objectivity in dealing with the complaints arising out of the tendering process, the matter should be examined as far as possible by the full panel of IEMs jointly or by the sole IEM as the case may be, who would look into the records, conduct an examination, and submit their joint recommendations to the Management. In case the full panel is not available due to some unavoidable reasons, the available IEM(s) will conduct examination of the complaints. Consent of the IEM(s), who may not be available, shall be taken on record.

(2) The Monitor is not subject to instructions by the representatives of the parties and will perform his functions neutrally and independently. He will report to the CMD/RITES Limited.

(3) The Bidder/ Consultant accepts that the Monitor has the right to access, without restriction, to all Project documentation of the Principal/Employer, including that provided by the bidder/Consultant. The bidder/Consultant 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 Partners/Sub-contractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/Consultants/Partners/Sub-Contractor with confidentiality.

(4) The Principal/Employer 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/Employer and the Consultant. The parties offer the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or has reason to believe that violation of the agreement by the Principal/Employer or the Bidder/Consultant, has taken place, he will request the party concerned to discontinue or take corrective action, or to take any 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. The role of the Monitor will be advisory and his advice will be 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.

(6) The Monitor will submit a written report to the CMD/RITES Ltd. at the earliest from the date of reference or intimation to him by the Principal/Employer and, should the occasion arise, submit proposals for correcting problematic situations.

(9) The word 'Monitor' would include both singular and plural.

Section 9 - Pact Duration

This pact begins when both parties have legally signed it. It expires for the Consultant 12 months after the last payment under the contract and for all other consultants 6 month after the Contract has been awarded.

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

Section 10 - Other provisions

- (1) This agreement is subject to Indian Law. The place of performance and jurisdiction shall be as stated in the Contract Agreement
- (2) Changes and supplements, as well as termination notices, need to be made in writing.
- (3) If the Bidder/Contractor is a Joint Venture/Consortium, this agreement must be signed by legally authorized signatories of each Member of JV/Consortium. The Memorandum of Understanding /Joint Venture Agreement will incorporate a provision to the effect that all Members of the Joint Venture/Consortium will comply with the provisions in the Integrity Pact. Any violation of Section 2 above by any of the Members will be construed as a violation by the Joint Venture/Consortium leading to possible Termination of Contract in terms of Section 3.
- (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 shall strive to come to an agreement to their original intentions.
- (5) A person signing the IP shall not approach courts while representing the matters to IEMs and he/she will await their decision in the matter.
- (6) In case of sub-contracting, the principal consultant shall take the responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all 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.
- (7) In the event of any dispute between Principal/ Employer and the consultant/bidder, 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. 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.

In case, the dispute remains unresolved even after mediation by the panel of IEMs, the Principal/ Employer and consultant/bidder may take further action as per the terms & conditions of the contract.
- (8) The Bidder/Consultant undertakes (as part of Fall Clause) that they have not and will not sell the same material/equipment at prices lower than the bid price.

For and on behalf of the Principal/Employer

(Name of the Officer and Designation)

(Office Seal)

For and on behalf of 'Bidder/ Consultant.'

(Office Seal)

Place

Date

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

Note-

1. RITES authority competent to sign the contract agreement, will sign this Annexure before uploading the tender. The bidder/consultant will download this pre-signed document and affix his signatures and those of witnesses and upload such signed document, as explained under para 6 (5) of NIT. In case of Failure to submit the Integrity Pact duly signed and witnessed, along with the Bid, the Bid is likely to be rejected.


2. In case of a Joint Venture/Consortium, each member of Joint Venture/Consortium will sign the Integrity Pact and submit the same with the Bid/Tender. *All authorized signatories of the members of JV/Consortium, can either sign on one document jointly or can sign on separate documents.* Failure to submit the Integrity Pact, as prescribed herein, duly signed and witnessed, along with the Bid, may lead to rejection of the Bid.

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No. RITES/CPC/Correction Slip No. 2 (Standard RFP Document for Consultancy Services)

Date: 11.08.2023

The above Correction Slip No. 2 to Standard RFP Document for procurement of Consultancy Services, May-2023 is issued with the approval of the competent authority.



11/8/23

(Pawan Chowdhry)
ED/B&A and Head/CPC

Copy to:

1. Secy. to CMD/DP/DT/DF for kind information please.
2. CVO for kind information please.
3. All Country Heads, Vertical Heads, Regional Heads, PU/SUB-Unit/RIO Heads
4. AGM/IT for getting uploaded on RITES website under Tenders → Standard Tender Documents for Services → RITES Standard RFP Document for procurement of Consultancy Services, May-2023 (Correction slip No. 2) and on RITES ESS portal/ CPC Documents Tab