

RITES Ltd. / Contract Policy Cell / Gurgaon

E-Tendering – Tender and Contract Document for Works July 2019

Correction Slip No. 2

1 The existing Sub-Clauses 11.2(ii) and 11.2A may be deleted and replaced with the following –

11.2 (ii) In case of any contradiction between the Terms and Conditions of the Bid Document and the Integrity Pact, the former will prevail.

Provided always that provision of this Clause 11.2 – Integrity Pact (IP), shall be applicable only when so provided in Clause 11.2A below which will also stipulate the names and addresses of the Independent External Monitors as well as the Name, designation and address of the official nominated by the Employer to act as the Liaison Officer between the Independent External Monitor and the Engineer-in-Charge as well as the Contractor. */Bidder.*

11.2A Whether Clause 11.2 (Integrity Pact) shall be applicable *YES/ *NO

**Strike out whichever is not applicable*

In case Integrity Pact is applicable, (When estimated cost put to tender is Rs.10 crores or more), the following Independent External Monitors who have been appointed by the Central Vigilance Commission, shall monitor implementation of IP

Name and Address of IEM 1

Name and Address of IEM 2*

** In case two IEMs are in place in RITES, the names and addresses of both IEMs are to be mentioned; otherwise, name and address of the sole IEM may be mentioned*

Complaints arising from tendering process shall be, as far as possible, referred to both the IEMs for their joint investigation and recommendation.

Name, Designation and Address of RITES' Liaison Officer

2. The following modifications may be made in Annexure VI, Integrity Pact –

I Throughout the Integrity Pact wherever there is a reference to MD/RITES, the same may be corrected to CMD/RITES.

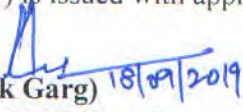
II In Sub-Section 2(1), two additional Sub-sub-sections 5 and 6 may be inserted as under –

- 5 Foreign bidders shall disclose the name and address of agents and representatives in India .
- 6 Indian Bidders shall disclose their foreign principals or associates.
- III *In the existing Sub-Section 8(5), the following may be added at the end –*
The role of the Monitor will be advisory and his advice will not be legally binding.
- IV *The existing Sub-Section 8(6) may be deleted and replaced with the following –*
(6) As far as possible, the Monitor will submit a written report to the CMD/RITES Ltd. within 10 days from the date of reference or intimation to him by the Employer and should the occasion arise, submit proposal for correcting problematic situations.
- V *The existing Sub-section 8(8) may be re-numbered as 8(9) and a new Sub-section 8(8) may be added as under –*
(8) Issues like warranty/guarantee etc. shall be outside the purview of IEMs.
- VI *In the existing Section 10 the following Sub-Sections (5) and (6) may be added at the end –*
(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 contractor shall take the responsibility of the adoption of IP by the sub-contractor.

No. RITES/CO/CPC/T&CD/Correction Slip No. 2 (E-Tendering)

Dt: 18.09.2019

The above correction to Tender and Contract Document for Works (E-Tendering, July 2019) is issued with approval of the Competent Authority.


(Alok Garg) 18/09/2019
**ED (HW&P) and
Head Contract Policy**

All Divisional Heads and SBU Heads

Copy to: -

1. Secy to CMD//DT/DP/DF. The above correction slip may be inserted in the copy of E-Tendering – Tender and Contract Document for Works, for information of CMD and Directors.
2. CVO
3. AGM/IT for uploading on RITES website