

Corrigendum - 18

EoI for

“Selection of Business Partner for implementation of BharatNet Project on (PPP) model”

RailTel Corporation of India Ltd.

**Plate-A, 6th Floor, Office Tower-2,
NBCC Building, East Kidwai Nagar,
New Delhi-110023**



Corrigendum-18 for “Selection of Business Partner for implementation of BharatNet Project on (PPP) model”

In reference to the EoI to “Selection of Business Partner for implementation of BharatNet Project on (PPP) model” EoI no. RailTel/EoI/CO/RailWire/2021-22/BharatNet/01 dated: 31.07.2021, following change in the EoI document may be noted:

S. No.	EoI Reference	Original Version	Modified Version																										
1	Pg 6, Clause 3	<p>RailTel intends to participate in Request for Proposal issued by Department of Telecommunications (DOT) for Development (Creation, Upgradation, Operation & Maintenance and Utilization) of BharatNet through Public Private Partnership in various states as 6 packages with the following reference documents:</p> <p>a) RFP for each package (as published by Bharat Broadband Network Ltd)</p> <p>b) Draft Concession Agreement of each package (as published by Bharat Broadband Network Ltd)</p> <table border="1"> <thead> <tr> <th>Packages*</th><th>Licensed Service Areas / States</th><th>RFP No.</th><th>Estimated Project Cost (INR Crores)</th></tr> </thead> <tbody> <tr> <td>Package 1</td><td>Kerala</td><td>BBNL/M M/PPP/20 21/Tender/ 1/Pkg1</td><td>3,708.83</td></tr> <tr> <td>Package 2</td><td>UP East</td><td>BBNL/M M/PPP/20 21/Tender/ 1/Pkg2</td><td>4,824.20</td></tr> <tr> <td>Package 4</td><td>Rajasthan</td><td>BBNL/M M/PPP/20 21/Tender/ 1/Pkg4</td><td>4,068.27</td></tr> </tbody> </table>	Packages*	Licensed Service Areas / States	RFP No.	Estimated Project Cost (INR Crores)	Package 1	Kerala	BBNL/M M/PPP/20 21/Tender/ 1/Pkg1	3,708.83	Package 2	UP East	BBNL/M M/PPP/20 21/Tender/ 1/Pkg2	4,824.20	Package 4	Rajasthan	BBNL/M M/PPP/20 21/Tender/ 1/Pkg4	4,068.27	<p>RailTel intends to participate as lead bidder with minimum contribution of 26% of the equity capital of SPV in Request for Proposal issued by Department of Telecommunications (DOT) for Development (Creation, Upgradation, Operation & Maintenance and Utilization) of BharatNet through Public Private Partnership in various packages with the following reference documents:</p> <p>a) RFP for each package (as published by Bharat Broadband Network Ltd)</p> <p>b) Draft Concession Agreement of each package (as published by Bharat Broadband Network Ltd)</p> <p>Accordingly, RailTel invites EOIs from interested organizations/Consortium of organizations to partner with RailTel to participate in any of the below-mentioned packages and to form special purpose vehicle (SPV) in the event of winning the bid as per requirement of DoT. The empaneled partner is expected to invest the equity in PPP project upto maximum of 74% of equity capital of SPV and to have the ability to arrange debt in proportion to its equity participation, execute and conduct the business as envisaged in the Concessionaire agreement and BBNL RFP.</p> <table border="1"> <thead> <tr> <th>Packages</th><th>Licensed Service Areas / States</th><th>RFP No.</th><th>Estimated Project Cost (INR Crores)</th></tr> </thead> <tbody> <tr> <td>Package 1</td><td>Kerala</td><td rowspan="2">BBNL/MM/PPP /2021/Tender/1/ Pkg1</td><td rowspan="2">3,708.83</td></tr> <tr> <td></td><td>Karnataka</td></tr> </tbody> </table>	Packages	Licensed Service Areas / States	RFP No.	Estimated Project Cost (INR Crores)	Package 1	Kerala	BBNL/MM/PPP /2021/Tender/1/ Pkg1	3,708.83		Karnataka
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		Package 6	West Bengal	BBNL/M M/PPP/20 21/Tender/ 1/Pkg6	2,128.76	Package 2	UP East	BBNL/MM/PPP /2021/Tender/1/ Pkg2	4,824.20
		Package 7	North East I (Meghalaya, Mizoram, Tripura)	BBNL/M M/PPP/20 21/Tender/ 1/Pkg7	3,453.10	Package 3	UP West	BBNL/MM/PPP /2021/Tender/1/ Pkg3	1,754.49
			North East II (Arunachal Pradesh, Manipur, Nagaland)			Package 4	Rajasthan	BBNL/MM/PPP /2021/Tender/1/ Pkg4	4,068.27
		Package 8	Assam	BBNL/M M/PPP/20 21/Tender/ 1/Pkg8	1,301.04	Package 6	West Bengal	BBNL/MM/PPP /2021/Tender/1/ Pkg6	2,128.76
		<p>RailTel invites EOIs from interested organizations to partner with RailTel for forming special purpose vehicle (SPV) to participate in the above-mentioned packages. The empaneled partner is expected to invest the required equity in PPP project and have the ability to take up the work on back-to-back basis and who has good connect with the local environment.</p>				Package 7	North East I (Meghalaya, Mizoram, Tripura)	BBNL/MM/PPP /2021/Tender/1/ Pkg7	3,453.10
							North East II (Arunachal Pradesh, Manipur, Nagaland)		
						Package 8	Assam	BBNL/MM/PPP /2021/Tender/1/ Pkg8	1,301.04
						Package 9	Madhya Pradesh	BBNL/MM/PPP /2021/Tender/1/ Pkg9	3,878.66
2	Pg 8, Clause 5.1	<p>The respondent should have experience of constructing OFC network to the tune of 35% of the estimated cost of the relevant package in the last 7 years plus current financial year upto the date of opening of this EoI.</p>				<p>(a) The respondent should have experience in Optical Fibre Cable network (Underground or Aerial) of at least 5,000 Km, in the last 5 (five) years within India or abroad, through either of the following: (i) Ownership of the network (ii) Laying, installation, testing and commissioning</p>			

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			<p>(b) Experience of at least 300 Active Network Elements in the last 5 (five) years within India or abroad, through either of the following: (i) Ownership of the network (ii) Performing O&M</p> <p>In order to establish the above Technical Capability of the Bidder, the Bidder has to submit the following documents along with the bid</p> <p>(i) Self-certification in regard to ownership as on date of bidding, along with the documentation in respect of quantity and successful performance of the network deployed and to submit documents such as certificate from statutory auditors regarding asset register.</p> <p>(ii) In case of non-ownership of network, Completion certificate to the extent of minimum requirement mentioned above, issued and signed by the competent authority of the client entity along with the supporting documents such as contract/ work order/ purchase order and completion certificate</p>																					
3	Pg 8, Clause no 5.2	The respondent should have, as on 31st March 2021, net worth equivalent to 50% of the net worth required for the package applied for, as mentioned in the relevant clause of the RFPs mentioned in clause no 3 of this EoI.	<p>The respondent should have, as on 31st March 2021, net worth equivalent to 50% of the net worth required for the package applied for, as mentioned in the relevant clause of the RFPs mentioned in clause no 3 of this EoI. The minimum network requirement for this EoI is mentioned below:</p> <table><tr><th>Sl No</th><th>Package number</th><th>Minimum Networth required (in Rs Cr)</th></tr><tr><td>1</td><td>Package 1</td><td>463.61</td></tr><tr><td>2</td><td>Package 2</td><td>603.03</td></tr><tr><td>3</td><td>Package 3</td><td>219.31</td></tr><tr><td>4</td><td>Package 4</td><td>508.54</td></tr><tr><td>5</td><td>Package 5</td><td>539.39</td></tr><tr><td>6</td><td>Package 6</td><td>266.10</td></tr></table>	Sl No	Package number	Minimum Networth required (in Rs Cr)	1	Package 1	463.61	2	Package 2	603.03	3	Package 3	219.31	4	Package 4	508.54	5	Package 5	539.39	6	Package 6	266.10
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				7	Package 7	431.64
				8	Package 8	162.63
				9	Package 9	484.83
4	Pg 8 Clause no 5.3	The respondent should be a company registered and incorporated in India under the Companies Act 1956/2013. The respondent should be operating in India for at least 3 years as on date of submission.	The respondent should be a company registered and incorporated in India under the Companies Act 1956/2013. The respondent should be operating in India for at least 3 years as on date of submission. In case the bidder is a Listed Company, the bidder has to submit Certificate of incorporation along with the evidence of listing in the stock exchange along with the bid. In case the bidder is an Unlisted Company, the bidder has to submit Certificate of incorporation along with the bid.			
5	Pg 8 Clause no 5.5	The respondent must comply with the requirements stipulated in Office memorandum: F/No/6/18/2019-PPD dated 23 rd July 2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance and GoI.	The respondent must comply with the requirements stipulated in Office memorandum: F/No/6/18/2019-PPD dated 23 rd July 2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance and GoI. Relevant document in regard to the compliance of the said circular is required to be submitted along with the bid.			
6	New Clause 5.6	-	Bidders showing a loss in last three consecutive financial years ending 31.03.2021 shall not be considered. Certification from Statutory Auditors in regard to the compliance of the said clause along with Profit of last three years is required to be submitted.			
7	Pg no 8, Clause 6.1	Financial credentials of the respondents: Respondents may submit documents supporting net worth, turnover for the last 3 financial years, 2018-19, 2019-20 and 2020-21.	Financial credentials of the respondents: Respondents may submit documents supporting net worth, turnover and Profits (Profit Before Tax) for the last 3 financial years, 2018-19, 2019-20 and 2020-21.			
8	Pg no 8, Clause no 6.2	Technical credentials related to scope of work: Respondents may submit documents of similar OFC execution works for the last 7 years. Work completion report mentioning the value supporting	Clause Deleted			

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		the experience mentioned at clause no 5.1 of this EoI.									
9	Pg no 8, Clause no 6.4	Proposal of technical contribution to the SPV: Respondents may indicate the scope of work it is willing to take up and relevant credentials for the same.	Proposal of technical contribution to the SPV: Respondents may indicate the Business Plan for the proposed Package and feasibility of completion of project within stipulated timeline as per RFP of BBNL.								
10	Pg no 8, Clause no 6	Proposal with maximum contribution in terms of investment in equity and debt proposed to be provided for the SPV would be selected.	Deleted								
11	New clause 6.5		<p>Package wise bids received in the format provided as Annexure II will be evaluated based on the following criteria. The said evaluation is subject to fulfilment of pre-qualification requirement, for each package separately if any bidder decides to bid for more than one package, as mentioned in clause 5.</p> <p>Financial Criteria:</p> <table> <tr> <th>Sl No</th><th>Evaluation Criteria</th><th></th><th>Score</th></tr> <tr> <td>1</td><td>Letter of Support from Financial Institution / Banks for tie up of complete contribution of partner towards Equity as well as Debt (Debt portion of partner shall be in proportion of Equity, which has to be arranged based on collateral, if any</td><td>Submitted with the bid</td><td>10 marks</td></tr> </table>	Sl No	Evaluation Criteria		Score	1	Letter of Support from Financial Institution / Banks for tie up of complete contribution of partner towards Equity as well as Debt (Debt portion of partner shall be in proportion of Equity, which has to be arranged based on collateral, if any	Submitted with the bid	10 marks
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				required by bank , to be provided by partner)		
			2.	Net Worth as on 31/03/2021. Criteria mentioned is over and above the package wise minimum networth requirement as defined in clause no 3 of this corrigendum.	Based on Financial Statements submitted along with bid	1. Minimum required plus 100 Cr to 300 Cr-5 marks 2. Minimum required plus more than 300 Cr to 500 Cr – 8 marks 3. Minimum required plus more than 500 Cr – 10 marks
			3.	Average Turnover of Last Three years	Based on Financial Statements submitted along with bid	1. Greater than 1000 Cr upto 1500 Cr – 5 marks. 2. Greater than 1500 Cr upto 2000 Cr– 8 marks 3. Greater than 2000 Cr -10 marks
			4.	Profit (PAT) during last three years	Based on Financial Statements submitted along with bid	1. Greater than or equal to 50 Cr upto 100 Cr– 5 marks 2. Greater than 100 Cr upto 200 Cr -8 marks

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						3. Greater than 200 Cr – 10 marks
			Technical Criteria:			
			Sl No	Evaluation Criteria		Score
			1	Organisation age and Corporate Governance	Listed company	> 10 years 10 marks
						> 5 years upto 10 years 8 marks
						> 3 years upto 5 years 5 marks
				Unlisted limited company		> 10 years 7 marks
						> 5 years upto 10 years 5 marks
						> 3 years upto 5 years 3 marks
			2	Years of business experience	Years of experience of the cited business plan - broadband, Cable TV & Digital services- Certificate from Statutory Auditors along with turnover from above	> 8 years 10 marks
						> 5 years upto 8 years 8 marks
						> 3 years upto 5 years 5 marks

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					activities year - wise to be enclosed – Minimum Total Turnover from these activities above Rs. 100 crores year-wise required for marks under this criterion. The respondent should submit certificate of the turnover from the Statutory Auditors for the years for which the experience is claimed			
			3	Project Execution	OFC Project execution experience-Certification from respective customer. Experience older than seven years	5000 Km to 7000 Km	5	
						>7000Km to 10000Km	8	
						>10000Km	10	

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			<table border="1"> <tr> <td></td><td>would not be considered.</td><td></td><td></td></tr> </table> <p>Bid securing maximum score in Financial and Technical score put together will be selected as the successful bidder. In case, there is a tie among 2 or more bidders in score of Financial and Technical scores put together, bidder with highest financial score shall be chosen. In case of tie even in financial score then the bidder with the highest net worth shall be chosen as the successful bidder. Further, in case there is a tie even in net worth, then the bidder with the highest turnover among them will be chosen as successful bidder.</p>		would not be considered.		
	would not be considered.						
12	Pg no 9 Clause no 8.2	e-Tendering Portal: e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, RailTel has decided to use the portal https://railtel.enivida.com .	<p>e-Tendering Portal: e-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Now, the Government of India has made e-tendering mandatory. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, RailTel has decided to use the portal https://railtel.enivida.com.</p> <p>GUIDELINES FOR REGISTRATION:</p> <p>1. Respondents are required to enroll on the e-Procurement Portal (https://railtel.enivida.com/bidderRegistration/newRegistration) or click on the link “Bidder Enrolment” available on the home page of e-tender Portal by paying the Registration fee of Rs.2000/- +Applicable GST.</p>				

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			<p>2. As part of the enrolment process, the Respondents will be required to choose a unique username and assign a password for their accounts.</p> <p>3. Respondents are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication with the bidders.</p> <p>4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Only Class III Certificates with signing + encryption key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / TCS / nCode / eMudhra etc.), with their profile.</p> <p>5. Only valid DSC should be registered by a Respondents. Please note that the Respondents are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.</p> <p>6. Respondents then logs in to the site through the secured log-in by entering their user ID /password and the password of the DSC / e-Token.</p> <p>7. The scanned copies of all original documents should be uploaded in pdf format on e-tender portal.</p> <p>8. After completion of registration payment, bidders need to send their acknowledgement copy on our help desk mail id eprocurement@railtelindia.com for activation of account.</p> <p>SEARCHING FOR TENDER DOCUMENTS:</p> <ol style="list-style-type: none"> 1. There are various search options built in the e-tender Portal, to facilitate bidders to search active tenders by several parameters. 2. Once the bidders have selected the tenders they are interested in, you can pay the Tenderfee (if applicable) and

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			<p>processing fee 2950/- Including GST (NOT REFUNDABLE) by net-banking / Debit / Credit card then you may download the required documents / tender schedules, Bid documents etc. Once you pay both fee tenders will be moved to the respective 'requested' Tab. This would enable the e- tender Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.</p> <p>PREPARATION OF BIDS</p> <ol style="list-style-type: none"> 1. Bidder should take into account any corrigendum published on the tender document before submitting their bids. 2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. 3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid Original documents may be scanned with 100 dpi with Colour option which helps in reducing size of the scanned document. 4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g., PAN card copy, GST, Annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Documents" available to them to upload such documents. 5. These documents may be directly submitted from the "My Documents" area while submitting a bid, and need not be

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			<p>uploaded again and again. This will lead to a reduction in the time required for bid submission process. Already uploaded documents in this section will be displayed. Click “New” to upload new documents.</p> <p>SUBMISSION OF BIDS</p> <ol style="list-style-type: none"> 1. Bidder should log into the website well in advance for the submission of the bid so that it gets uploaded well in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to any issues. 2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document as a token of acceptance of the terms and conditions laid down by RailTel. 3. Bidder has to select the payment option as “Online Payment” to pay the tender fee / EMD as applicable and enter details of the instrument. 4. Bidder should submit the EMD online as per the instructions specified in the tender document. In case of non-submission of EMD amount (where applicable) online, the uploaded bid will be summarily rejected. 5. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the white Colored (unprotected) cells with their respective financial quotes and other details (such as name of the

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			<p>bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.</p> <ol style="list-style-type: none"> The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers. The uploaded tender documents become readable only after the tender opening by the authorized bid openers. Upon the successful and timely submission of bid click "Complete" (i.e. after Clicking "Submit" in the portal), the portal will give a successful Tender submission acknowledgement & a bid summary will be displayed

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			<p>with the unique id and date & time of submission of the bid with all other relevant details.</p> <p>10. The tender summary has to be printed and kept as an acknowledgement of the submission of the tender. This acknowledgement may be used as an entry pass for any bid opening meetings.</p> <p>ASSISTANCE TO BIDDERS</p> <p>1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.</p> <p>2. Any queries relating to the process of online bid submission or queries relating to e-tender Portal in general may be directed to the 24x7 Helpdesk Support.</p> <p>Please feel free to contact RailTel E-Nivida Helpdesk (as given below) for any query related to e-tendering.</p> <p>i. Helpdesk landline No: 011-49606060</p> <p>ii. Mr. Amrendra (9355030628)</p> <p>iii. Mr. Birendra Kumar (09205898228)</p>
13	Pg no 9, Clause no 8.3	Online Response Methodology: Online Response System - 'Single Stage': In this, respondent has to submit the response through "ONLINE" mode. If the respondent is applying for more than one zone, then respondent need to submit separate online response for each zone.	Online Response Methodology: Online Response System - 'Single Stage': In this, respondent has to submit the response through "ONLINE" mode. If the respondent is applying for more than one package, then respondent need to submit separate online response for each package.

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14	Pg no 10, Clause no 9 (a)	All documents as mentioned in clause 6 and Annexure 1 of this EoI need to be submitted in the response Undertaking of validity of responses on respondent's letter head.	All documents as mentioned in clause 5, 6 and Annexure I to VII of this EoI and its Corrigendum need to be submitted in the response Undertaking of validity of responses on respondent's letter head.
15	New Clause no 13		<p>Consortium Related Conditions:</p> <ol style="list-style-type: none"> 1. Number of members in a consortium shall not exceed 3 (three); 2. The Bid should contain the required information of each member of the Consortium; 3. Members of the Consortium shall nominate one member as the lead member (the "Lead Member"), who shall have an equity share holding of at least 26% (twenty-six per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney in the format at Annexure V, signed by all the other Members of the Consortium; 4. the Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to their financial and technical obligations; 5. an individual respondent cannot at the same time be member of a Consortium bidding for the same Package. Further, a member of a particular Bidder Consortium cannot be member of any other Bidder Consortium for the same Package; 6. The Consortium should submit a copy of the agreement, in the format at Annexure II, entered into by the members governing the performance of the work without limiting in any manner the obligation or joint and several liabilities of the members towards RailTel.

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			<p>7. For evaluation of qualifying criteria at clause no 5 and evaluation criterion at Clause 6 of this EOI, the combined Financial and Technical criteria of the consortium partners who shall have a share of at least 26% (twenty-six per cent) each in the subscribed and paid-up equity of SPV will be considered.</p> <p>8. In case of any foreign bidder or any members of consortium being a foreign company, for evaluation purposes, currency buying rate as per SBI as on the date of bid opening shall be considered. However, any such Consortium member should ensure compliance of Clause 2.2.10 of RFP of BBNL mentioned in clause no 1 of this corrigendum.</p> <p>9. Members of the Consortium shall undertake all obligations as mentioned in the RFP of BBNL, referred in clause no 1 of this corrigendum, including conditions in regard to change in consortium partners, their joint bidding agreements etc.</p>
16	New Clause 14		Wherever, any certificate from statutory auditor or chartered accountant has been mentioned, the document should contain the respective UDIN.
17	New Clause 15		<p>Joint and Several Liability in case of Consortium:</p> <p>1. The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of this EoI, the RFP and the Concession Agreement mentioned at clause no 1 of this corrigendum.</p> <p>2. The Parties do hereby undertake and declare that the Lead Member shall represent all the members of the Consortium and shall at all times be liable and responsible for discharging the functions</p>

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			and obligations of the Consortium; and that each member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and RailTel shall be entitled to rely upon any such action, decision or communication of the Lead Member.
18	New Clause 16		An Earnest Money Deposit (EMD) of Rs.1,00,00,000/- (Rupees One Crore only), in the form of Demand Draft issued by a Nationalized / Scheduled Bank must accompany all bids. The Demand Draft issued by Nationalized / Scheduled bank should be drawn in favour of “RailTel Corporation of India Limited” payable at New Delhi. Bids not accompanied by EMD shall be treated as non-responsive. Respondents may also transfer the EMD amount through online on the online bidding portal. Unsuccessful Bidder’s EMD will be discharged / returned after signing of the contract with the successful Bidder. No interest will be paid by RailTel on the EMD amount. The successful Bidder’s EMD shall be discharged upon the Bidder executing the Contract and complying with relevant conditions of successful bidder as per RFP of BBNL including submission of PBG.
19	New Clause 17		RailTel, being the lead member of Consortium in the bid to be submitted against RFP of BBNL, shall have control over the Board of Directors of SPV with the right to appoint majority of Directors of SPV as part of shareholders agreement.
20	New Clause 18		The respondent(s) to the EOI have to give undertaking that they comply with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises issued by the Govt of India from time to time and shall specifically give clause wise compliance to the circular enclosed with RFP of BBNL as Appendix VII.

S. No.	EoI Reference	Original Version	Modified Version
21	New Clause 19		<p>Integrity Pact (IP) Program- RailTel has adopted Integrity Pact Program and for implementation thereof all tenders relating to procurement of OFC, quad cable, pre-fab shelters, electronic equipment and its installation and/or commissioning etc and other item(s) or activity/activities proposed to be carried out or required by the Company for the value exceeding Rs. 15 crores at a time including for repair and maintenance of cable/network and any other items required for special works assigned to RailTel will be covered under the Integrity Pact Program and the vendors are required to sign the IP document and submit the same to RailTel before or along with the responses.</p> <p>a) Only those vendors who have signed the IP document can send their grievances, if any, to the Independent External Monitors (IEMs).</p> <p>Names of IEMs and contact details: 1. Mrs. Vijaya Kanth E-Mail: vkanthmrl2003@yahoo.com 2. Sh. Vinayaka Rao Turaga E-mail: tvrao56@gmail.com</p> <p>Name & contact details of Nodal Officer (IP) in RailTel: Executive Director/Admin RailTel Corporation of India Ltd 6th Floor, Office Block Tower-2, NBCC Complex, East Kidwai Nagar, New Delhi-110023 E-Mail: cvo@railtelindia.com</p> <p>b) If the order, with total value equal to or more than the threshold value, is split to more than one vendor and even if the value of PO placed on any/each vendor(s) is less than the threshold value, IP document having been signed by the vendors at bid stage itself, the Pact shall continue to be applicable.</p> <p>c) Respondent of Indian origin shall submit the Integrity Pact (in 2 copies) on a non-judicial stamp paper of Rs. 100/- duly signed by</p>

S. No.	EoI Reference	Original Version	Modified Version
			<p>the person signing the bid. If the respondent is a partnership or a consortium, the Integrity Pact shall be signed by all the partners or consortium members.</p> <p>d) Respondent of foreign origin may submit the Integrity Pact on its company's letterhead, duly signed by the person signing the response.</p> <p>e) The 'Integrity Pact' shall be submitted by the respondent duly signed in all pages along with the response in a separate envelope, duly superscripted with 'Integrity Pact'. Responses received without signed copy of the Integrity Pact document will be liable to be rejected. Proforma for signing the Integrity Pact is available in Annexure VII of this EoI document.</p> <p>f) One copy of the Integrity Pact shall be retained by RailTel and the 2nd copy will be issued to the representative of the respondent during EoI opening. If the respondent's representative is not present during the EoI opening, the 2nd copy shall be sent to the respondent by post/courier.</p> <p>g) The Integrity Pact is applicable in this tender vide CVC circular no. 10/05/09 dated 18.05.09 and revised guideline of CVC circular no. 015/VGL/091 dated 13.01.17 or the latest updated from time to time shall be followed.</p>
22	New Clause 20		<p>Conditions for Blacklisting: The Bidder shall be blacklisted by RailTel from participation in the tendering process for the works of RailTel for a period of three year from the EoI submission due date without prejudice to any other right or remedy that may be available to RailTel under the EoI, or otherwise, if (a) the Bidder withdraws its Bid or modifies its Bid during the period of Bid validity as specified in this EoI and as extended by mutual consent of the respective Bidder(s) and RailTel; (b) the Selected Bidder fails within the specified time limit to sign and return the duplicate copy of consent letter or otherwise fails to do all the acts required as per BBNL's RFP in order to successfully execute the project. The</p>

S. No.	EoI Reference	Original Version	Modified Version
			intimation of the said Blacklisting shall be sent to DOT, BBNL as well as Ministry of Railways.
23	New Clause 21		Indemnification: In case the bidder withdraws its bid or modifies its bid during the bid validity as specified in the EoI, the bidder shall indemnify RailTel from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the bid validity. This is in addition to clause at S.No 17 of this corrigendum. The bidder shall forgo the EMD submitted as per clause at S.No 13 of this corrigendum.
24	New Clause 22		Preferred Service Provider: RailTel Corporation of India Ltd shall be the nominated network service partner in order to provide the services under the scope of RFP and Concession agreement mentioned in clause no 1 of this corrigendum and the tariff for such services will be mutually agreed based on the market conditions.
25	New Clause 23		Response Format: Bidders shall submit, along with the required documents of this EoI, the bid on their letter head in the format mentioned at Annexure III
26	New Clause 24		RFP document of BBNL along with all the related Corrigendum issued by BBNL upto the date of bid opening of this EoI will form part of this EoI.
27	New Clause 25		(1) RailTel, without prior intimation to the prospective respondents, may terminate the process of EoI at any stage before the scheduled opening time of EoI. (2) In case of winning BBNL's bid, there is any kind of disagreement between RailTel and its partner after signing the contract, then RailTel may terminate the contract and seek for alternate partner.

ANNEXURE-II

Consortium Agreement

THIS CONSORTIUM AGREEMENT is entered into on this the day of 20...

AMONGST

1. Limited, a company incorporated under the Companies Act, 1956/2013* and having its registered office at (hereinafter referred to as the **“First Part”** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the **“Second Part”** which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. Limited, a company incorporated under the Companies Act, 1956/2013 and having its registered office at (hereinafter referred to as the **“Third Part”** which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the **“Parties”** and each is individually referred to as a **“Party”**

WHEREAS,

A. M/s RailTel Corporation of India Ltd (RailTel) intends to participate in Request for Proposal issued by Department of Telecommunications (DOT) for Development (Creation, Upgradation, Operation & Maintenance and Utilization) of BharatNet through Public Private Partnership in various packages with the following reference documents:

- a) RFP for each package (as published by Bharat Broadband Network Ltd)
- b) Draft Concession Agreement of each package (as published by Bharat Broadband Network Ltd)

Accordingly, RailTel invites EOIs from interested organizations/Consortium of organizations to partner with RailTel to participate in any of the packages mentioned in above mentioned RFP and to form special purpose vehicle (SPV) in the event of winning the bid as per requirement of DoT. The empaneled partner is expected to invest the equity in PPP project and to have the ability to arrange debt in proportion to its equity participation, execute and conduct the business as envisaged in the Concessionaire agreement and BBNL RFP.

* A Bidder who is registered abroad may substitute the words, viz “a company registered under the Companies Act, 1956/2013” by the words, viz “a company duly organised and validly existing under the laws of the jurisdiction of its incorporation”. A similar modification may be made in Recital 2 & 3 as necessary

B. The Parties are interested in jointly bidding for this EoI as members of a Consortium and in accordance with the terms and conditions of the BBNL’s RFP document, Concession Agreement, Corrigendum and other Bidding Documents in respect of the Package, and

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the EoI.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this EoI, either directly or indirectly or through any of their Associates.

3. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

(a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process

(b) Party of the Second Part shall be {the Technical Member of the Consortium};
and}

(c) Party of the Third Part shall be {the Financial Member of the Consortium}

4. Joint and Several Liability

4.1 The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Package and in accordance with the terms of this EoI, BBNL’s documents of RFP, the Concession Agreement and all the related Corrigenda.

4.2 The Parties do hereby undertake and declare that the Lead Member shall represent all the members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Consortium; and that each member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and RailTel shall be entitled

to rely upon any such action, decision or communication of the Lead Member. RailTel shall have the right to release payments solely to the Lead Member and shall not in any manner be responsible or liable for the inter se allocation of payments among members of the Consortium.

5. Shareholding:

5.1 The Parties agree that the proportion of shareholding among the Parties in the Consortium shall be as follows:

First Party:

Second Party:

Third Party:

5.2 The Parties undertake that a minimum of 26% (twenty-six per cent) of the subscribed and paid-up equity share capital of the SPV shall, at all times till the second anniversary of the date of commercial operation date (COD) of the New Network, be held by the Parties of the First, Second and Third Part whose Net Worth have been reckoned for the purposes of qualification in terms of the EoI.

5.3 The Parties undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid-up equity share capital of the SPV at all times until the second anniversary of the COD of the New Network.

5.4 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the BBNL's Concession Agreement.

6. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

6.1. Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

6.2. The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

- (ii) violate any Applicable Law presently in effect and having applicability to it;
- (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
- (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
- (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

6.3. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

7. Miscellaneous

7.1 This Consortium Agreement shall be governed by laws of India.

7.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of RailTel

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

SECOND PART

(Signature)
(Name)
(Designation)
(Address)

THIRD PART

(Signature)
(Name)
(Designation)
(Address)

In the presence of:

Notes:

1. The mode of the execution of the Consortium Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Consortium Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Consortium Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

Annexure-III

Part-A

Financial Criteria			
Sl No	Evaluation Criteria		Bidder's response
1	Letter of Support from Financial Institution / Banks for tie up of complete contribution of partner towards equity as well as debt (Debt portion of partner shall be in proportion of equity, which has to be arranged based on collateral, if any required by bank, to be provided by partner)	Submitted with the bid (Yes/No)	
2	Networth as on 31/03/2021 (in Rs Cr)	Based on Certificate from Statutory Auditors to be submitted with the bid	
3	Average Turnover of last three financial years (in Rs Cr)	Based on Certificate from Statutory Auditors to be submitted with the bid	
4	Profit (PAT) during last three financial years (in Rs Cr)	Based on Certificate from Statutory Auditors to be submitted with the bid	

Technical Criteria			
Sl No	Evaluation Criteria		Bidder's response
1	Organisation age and Corporate Governance	Listed Company (Certificate of incorporation along with the evidence of listing in the stock exchange to be submitted with the bid)	
		Unlisted Company (Certificate of incorporation to be submitted with the bid)	
2	Years of business experience	Years of experience of the cited business plan - broadband, Cable TV & Digital services- Certificate from Statutory Auditors along with year-wise turnover from above activities to be enclosed –Minimum Total Turnover from these activities above Rs. 100 crores year-wise required for marks under this criterion.	
3	Project Execution (in Km)	OFC Project execution experience- Certification from respective customer.	

Part-B

S No	Description	Response
1	Equity Participation in SPV amount in absolute terms as well as percentage	
2	Undertaking to Participate in Debt of SPV in proportion of Equity along with respective amount and percentage of total project cost of package	
3	Undertaking For Time to be taken in Financial Closure of the proportionate Part of equity and Debt	
4	Business Plan of Package	
5	Proposal for Technical Contribution and Time line for Execution of Project	
6	Undertaking for compliance of all clauses of RFP of BBNL	
7	Any other value proposition deemed necessary by the respondent	

EoI Notice No. RailTel/EoI/CO/RailWire/2021-22/BharatNet/01

Annexure IV

FORMAT FOR AFFIDAVIT TO BE UPLOADED BY RESPONDENT ALONGWITH THE EoI DOCUMENTS

(To be executed in presence of public notary on non-judicial stamp paper of the value of Rs. 100/-. The paper has to be in the name of the tenderer)
**

I..... (Name and designation)** appointed as the attorney/authorized signatory of the respondent (including its constituents), M/s _____ (hereinafter called the respondent) for the purpose of the EoI documents for the work of Selection of Business Partner for implementation of BharatNet Project on (PPP) model as per the EoI No. RailTel/EoI/CO/RailWire/2021-22/BharatNet/01 of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the behalf of the respondent including its constituents as under:

1. I/we the respondent (s), am/are signing this document after carefully reading the contents.
2. I/we the respondent(s) also accept all the conditions of the EoI and have signed all the pages in confirmation thereof. I/we hereby declare that I/we have downloaded the EoI documents from <https://railtel.enivida.com>
3. I/we have verified the content of the document from the website and there is no addition, no deletion or no alternation to be content of the EoI document. In case of any discrepancy noticed at any stage i.e., evaluation of EoI, execution of work or final payment of the contract, the master copy available with the RailTel Administration shall be final and binding upon me/us.
4. I/we declare and certify that I/we have not made any misleading or false representation in the forms, statements and attachments in proof of the qualification requirements.
5. I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted along with the offer and same shall be binding upon me/us.
6. I/we declare that the information and documents submitted along with the EoI by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us.
7. I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be forged/false or incorrect at any time during process for evaluation of EoI, it shall lead to forfeiture of the EoI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert name of the respondent) ** _____ and all my/our constituents understand that my/our constituents understand that my/our offer shall be summarily rejected.

8. I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.

DEPONENT
SEAL AND SIGNATURE OF THE RESPONDENT

VERIFICATION

I/We above named EoI do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.

Place & Dated:

DEPONENT
SEAL AND SIGNATURE OF THE TENDERER

**The contents are only for guidance purpose. Details as appropriate, are to be filled in suitably by respondent. Attestation before Magistrate/Notary Public.

ANNEXURE-V

Power of Attorney for Lead Member of Consortium

(To be executed on Stamp paper of appropriate value)

Whereas RailTel Corporation of India Ltd (RailTel) has invited applications from interested parties for Selection of Business Partner for implementation of BharatNet Project on (PPP) model, Whereas,,, and (Collectively the “Consortium”) being Members of the Consortium are interested in participating in the EoI in accordance with the terms and conditions of the EoI, BBNL’s Request for Proposal (RFP) and other connected documents, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member (for the purpose of evaluation of this EoI) with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s participation in EoI and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s..... having our registered office at, M/s. having our registered office at and M/s. having our registered office at (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S having its registered office at, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the participation process and, in the event the Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Consortium and submission of its response for the EoI, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, participate in bidders’ and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with RailTel, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s response for the EoI and/ or upon award thereof till the contract is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF 2.....

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

For

(Signature)

.....

(Name & Title)

Witnesses:

1.

2.

.....

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.

ANNEXURE-VI
Statement of Legal Capacity
(To be forwarded on the letterhead of the Bidder/ Lead Member of Consortium)

Ref. Date:

To,
.....
.....

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the response) satisfy the terms and conditions laid out in the EoI document.

We have agreed that (insert member's name) will act as the Lead Member of our consortium.

We have agreed that (Insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf and has been duly authorised to submit the EoI. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,
(Signature, name and designation of the authorised signatory)
For and on behalf of.....

ANNEXURE-VII

Integrity Pact

PROFORMA FOR SIGNING THE INTEGRITY PACT

(On Stamp Paper of appropriate value)

(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 subcontractors. 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)

(Office Seal)

Place _____

Date _____

Witness 1:

(Name & Address) _____

(For & On behalf of Respondent)

(Office Seal)

Witness 2: (Name & Address)

Annexure-A of INTEGRITY PACT

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

1.0 There shall be compulsory registration of agents for all global (Open) Tender and Limited Tender. An agent who is not registered with RailTel Units shall apply for registration in the prescribed Application -Form.

1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/ Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ retainer-ship being paid by the principal to the agent before the placement of order by RailTel.

1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representative is working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.

2.0 DISCLOSURE OF PARTICULARS OF AGENTS/ REPRESENTATIVES IN INDIA, IF ANY.

2.1 Tenderers of Foreign nationality shall furnish the following details in their offer:

2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorization and authority given to commit the Principals. In case the agent/representative be a foreign Company, it shall be confirmed whether it is real substantial Company and details of the same shall be furnished.

2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/representatives in India.

2.1.3 Confirmation of the Tenderer that the commission/ remuneration if any, payable to his agents/ representatives in India, may be paid by RAILTEL in Indian Rupees only.

2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:

2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e, whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/representatives.

2.2.2 The amount of commission /remuneration included in the price(s) quoted by the tenderer for himself.

2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by RAILTEL in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.

2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by RAILTEL. Besides this there would be a penalty of banning business dealings with RAILTEL or damage or payment of a named sum.

Annexure-B of INTEGRITY PACT

GUIDELINES ON BANNING OF BUSINESS DEALINGS CONTENTS

S. No.	Description
1	Introduction
2	Scope
3	Definitions
4	Initiation of Banning / Suspension
5	Suspension of Business Dealings
6	Ground on which Banning of Business Dealings can be initiated
7	Banning of Business Dealing
8	Removal from List of approved Agencies-Suppliers/ Contractors etc.
9	Procedure for issuing Show-cause Notice.
10	Appeal against the Decision of the Competent Authority
11	Review of the Decision by the Competent Authority

12	Circulation of the names of Agencies with whom Business Dealings have been banned
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1. Introduction

1.1 RailTel Corporation of India Ltd (RAILTEL), being a Public Sector Enterprise, under the administrative control of the Ministry of Railways and therefore being an authority deemed to be ‘the state’ within the meaning of Article 12 of Constitution of India, has to ensure preservation of rights enshrined in Chapter III of the Constitution. RAILTEL has also to safeguard its commercial interests. RAILTEL deals with Agencies, who have a very high degree of integrity, commitments and sincerity towards the work undertaken. It is not in the interest of RAILTEL to deal with Agencies who commit deception, fraud or other misconduct in the execution of contracts awarded / orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on RAILTEL to observe principles of natural justice before banning the business dealings with any Agency.

1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.

2. Scope

2.1 The General Conditions of Contract (GCC) of RAILTEL generally provide that RAILTEL reserves its rights to remove from list of approved suppliers/ contractors or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.

2.2 Similarly, in case of sale of material there is a clause to deal with the Agencies/ customers/ buyers, who indulge in lifting of material in unauthorized manner. If such a stipulation does not exist in any Sale Order, the same may be incorporated.

2.3 However, absence of such a clause does not in any way restrict the right of Company (RAILTEL) to take action / decision under these guidelines in appropriate cases.

2.4 The procedure of (i) Removal of Agency from the List of approved suppliers/ contractors; (ii) Suspension and (iii) Banning of Business Dealing with Agencies, has been laid down in these guidelines.

2.5 These guidelines apply to Corporate Office, all Regions and Subsidiaries of RAILTEL.

2.6 It is clarified that these guidelines do not deal with the decision of the Management to avoid entertaining any particular Agency due to its poor / inadequate performance or for any other reason.

2.7 The banning shall be with prospective effect, i.e., future business dealings.

3. Definitions

In these Guidelines, unless the context otherwise requires:

- i) 'Party / Contractor / Supplier / Purchaser / Customer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, a cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. 'Party / Contractor / Supplier / Purchaser / Customer' in the context of these guidelines is indicated as 'Agency'.
- ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
 - a) If one is a subsidiary of the other;
 - b) If the Director(s), Partner(s), Manager(s) or Representative(s) are common;
 - c) If management is common;
 - d) If one owns or controls the other in any manner;
- iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:
 - a) For Company (entire RAILTEL) wide Banning: The Director shall be the 'Competent Authority' for the purpose of these guidelines. CMD, RAILTEL shall be the 'Appellate Authority' in respect of such cases except banning of business dealings with Foreign Suppliers of imported items.
 - b) For banning of business dealings with Foreign Suppliers of imported items, RAILTEL Directors Committee (RDC) shall be the 'Competent Authority'. The Appeal against the Order passed by RDC, shall lie with CMD, as First Appellate Authority.
 - c) In case the foreign supplier is not satisfied by the decision of the First Appellate Authority, it may approach Railway Board as Second Appellate Authority.
 - d) For RailTel Regions only: Any officer not below the rank of General Manager appointed or nominated by the Executive Director of concerned Region shall be the 'Competent Authority' for the purpose of these guidelines. The Executive Director of the concerned Region shall be the 'Appellate Authority' in all such cases.
 - e) For Corporate Office only: For procurement of items / award of contracts, to meet the requirement of Corporate Office only, Concerned Group General Manager / General Manager shall be the 'Competent Authority' and concerned Director shall be the 'Appellate Authority'.
 - f) CMD, RAILTEL shall have overall power to take suo-moto action on any information available or received by him and pass such order(s) as he may think appropriate, including modifying the order(s) passed by any authority under these guidelines.
- iv) 'Investigating Department' shall mean any Department or Unit investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.
- v) 'List of approved Agencies - Parties / Contractors / Suppliers/ Purchaser/ Customers' shall mean and include list of approved /registered Agencies - Parties/ Contractors / Suppliers / Purchasers / Customers, etc.

4. Initiation of Banning / Suspension

Action for banning / suspension of business dealings with any Agency should be initiated by the department having business dealings with them after noticing the irregularities or misconduct on their part. Besides the concerned department, Vigilance Department of each Region / Unit/ Corporate Office may also be competent to initiate such action.

5. Suspension of Business Dealings

5.1 If the conduct of any Agency dealing with RAILTEL is under investigation by any department (except Foreign Suppliers of imported items), the Competent Authority may consider whether the allegations under investigation are of a serious nature and whether pending investigation, it would be advisable to continue business dealing with the Agency. If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, if any, decides that it would not be in the interest to continue business dealings pending investigation, it may suspend business dealings with the Agency. The order to this effect may indicate a brief of the charges under investigation. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. The order of suspension would operate for a period not more than six months and may be communicated to the Agency as also to Investigating Department. The Investigating Department may ensure that their investigation is completed and whole process of final order is over within such period.

5.2 The order of suspension shall be communicated to all the departmental heads within the unit/ region/ Corporate Office as the case may be. During the period of suspension, no business dealing may be held with the agency.

5.3 As far as possible, the existing contract(s) with the Agency may continue unless the Competent Authority, having regard to the circumstances of the case, decides otherwise.

5.4 If the gravity of the misconduct under investigation is very serious and it would not be in the interest of RAILTEL, as a whole, to deal with such an Agency pending investigation, the Competent Authority may send his recommendation to Chief Vigilance Officer (CVO), RAILTEL Corporate Office alongwith the material available. If Corporate Office considers that depending upon the gravity of the misconduct, it would not be desirable for all the units/ regions of RAILTEL to have any dealings with the Agency concerned, an order suspending business dealings may be issued to all the units/ Regions / Corporate Office by the Competent Authority of the Corporate Office, copy of which may be endorsed to the Agency and all concerned. Such an order would operate for a period of six months from the date of issue.

5.5 For suspension of business dealings with Foreign Suppliers of imported items, following shall be the procedure:

- i) Suspension of the foreign suppliers shall apply throughout the Company/ Regions including Subsidiaries.
- ii) Based on the complaint forwarded by ED / GGM / GM or received directly by Corporate Vigilance, if gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of RAILTEL to continue to deal with such agency, pending investigation, Corporate Vigilance may send such recommendation on the matter to Executive Director / GGM / GM, to place it before a Committee consisting of the following:

1. ED / GGM/ GM (viz. Representative of Corporate Finance).
2. ED / GGM/ GM (viz. Representative of Department concerned with procurement of imported items)- Convener of the Committee.
3. ED / GGM/ GM (to be nominated on case-to-case basis).
4. ED / GGM/ GM ((viz. Representative of Corporate Law).

The committee shall expeditiously examine the report and give its comments / recommendations within twenty-one days of receipt of the reference by ED/ GGM/ GM.

iii) The comments / recommendations of the Committee shall then be placed by ED/GGM/GM, before RAILTEL Directors' Committee (RDC) constituted for import of items. If RDC opines that it is a fit case for suspension, RDC may pass necessary orders which shall be communicated to the foreign supplier by the ED/GGM/GM.

5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.

5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months time, the Competent Authority may extend the period of suspension by another three months, during which period the investigations must be completed.

6. Ground on which Banning of Business Dealings can be initiated

6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or RAILTEL, during the last five years;

6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc;

6.4 If the Agency continuously refuses to return / refund the dues of RAILTEL without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in arbitration or Court of Law;

6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence;

6.6 If business dealings with the Agency have been banned by the Govt. or any other public sector enterprise;

6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts;

6.8 If the Agency uses intimidation/ threatening or brings undue outside pressure on the Company (RAILTEL) or its official in acceptance/ performances of the job under the contract;

6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations;

- 6.10 Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Company (RAILTEL) or not;
- 6.11 Based on the findings of title investigation report of CBI / Police against the Agency for malafide/ unlawful acts or improper conduct on his part in matters relating to the Company (RAILTEL) or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the Company (RAILTEL), forcefully occupies tampers or damages the Company's properties including land, water resources, etc.
- (Note: The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealing for any good and sufficient reason).

7. Banning of Business Dealings

7.1 Normally, a decision to ban business dealings with any Agency should apply throughout the Company including subsidiaries. However, the Competent Authority of the Region/ Unit except Corporate Office can impose such ban Region-wise only if in the particular case banning of business dealings by respective Region/ Unit will serve the purpose and achieve its objective and banning throughout the Company is not required in view of the local conditions and impact of the misconduct/ default to beyond the Region/ Unit. Any ban imposed by Corporate Office shall be applicable across all Regions/ Units of the Company including Subsidiaries.

7.2 For Company-wide banning, the proposal should be sent by ED of the Region/ Unit to the CVO/RailTel setting out the facts of the case and the justification of the action proposed alongwith all the relevant papers and documents except for banning of business dealings with Foreign Suppliers of imported items. The Corporate Vigilance shall process the proposal of the concerned Region/ Unit for a prima-facie view in the matter by the Competent Authority nominated for Company-wide banning. The CVO shall get feedback about that agency from all other Regions/ Units. Based on this feedback, a prima-facie decision for banning / or otherwise shall be taken by the Competent Authority. If the prima-facie decision for Company-wide banning has been taken, the Corporate Vigilance shall issue a show-cause notice to the agency conveying why it should not be banned throughout RAILTEL. After considering the reply of the Agency and other circumstances and facts of the case, a final decision for Company-wide banning shall be taken by the competent Authority.

7.3 There will be a Standing Committee in each Region/ Unit to be appointed by Chief Executive Officer for processing the cases of "Banning of Business Dealings" except for banning of business dealings with foreign suppliers. However, for procurement of items/ award of contracts, to meet the requirement of Corporate Office only, the committee shall be consisting of General Manager/ Dy. General Manager each from Operations, Finance, Law & Project. Member from Project shall be the convener of the committee. The functions of the committee shall, inter-alia include:

- i) To study the report of the investigating Agency and decide if a prima-facie case for Company-wide / Region wise banning exists, if not, send back the case to the Competent Authority.
- ii) To recommend for issue of show-cause notice to the Agency by the concerned department.

iii) To examine the reply to show-cause notice and call the Agency for personal hearing, if required.

iv) To submit final recommendation to the Competent Authority for banning or otherwise.

7.4 If the Competent Authority is prima-facie of view that action for banning business dealings with the Agency is called for, a show- cause notice may be issued to the Agency and an enquiry held accordingly.

7.5 Procedure for Banning of Business Dealings with Foreign Suppliers of imported items.

i) Banning of the agencies, shall apply throughout the Company including subsidiaries.

ii) Based on the complaint forwarded by Executive Director or received directly by Corporate Vigilance, an investigation shall be carried out by Corporate Vigilance. After investigation, depending upon the gravity of the misconduct, Corporate Vigilance may send their report to Executive Director/ GGM/ GM, to be placed before a Committee consisting of the following:

1. ED / GGM/ GM (viz. Representative of Corporate Finance).

2. ED / GGM/ GM (viz. Representative of Department concerned with procurement of imported items)- Convener of the Committee.

3. ED / GGM/ GM (to be nominated on case-to-case basis).

4. ED / GGM/ GM ((viz. Representative of Corporate Law).

The Committee shall examine the report and give its comments/ recommendations within 21 days of receipt of the reference by ED.

iii) The comments/recommendations of the Committee shall be placed by ED/ GGM/ GM before RAILTEL Directors' Committee (RDC) constituted for import of foreign items. If RDC opines that it is a fit case for initiating banning action, it will direct ED/ GGM/ GM to issue show-cause notice to the agency for replying within a reasonable period.

iv) On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by ED to RDC for consideration & decision.

v) The decision of the RDC shall be communicated to the agency by ED/GGM/GM concerned.

8. Removal from List of Approved Agencies – Suppliers/ Contractors, etc.

8.1 If the Competent Authority decides that the charge against the Agency is of a minor nature, it may issue a show-cause notice as to why the name of the Agency should not be removed from the list of approved Agencies - Suppliers / Contractors, etc.

8.2 The effect of such an order would be that the Agency would not be disqualified from competing in Open Tender Enquiries but LTE (Limited Tender Enquiry) may not be given to the Agency concerned.

8.3 Past performance of the Agency may be taken into account while processing for approval of the Competent Authority for awarding the contract.

9. Show-cause Notice

9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice has to be issued to the Agency. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence.

9.2 If the Agency requests for inspection of any relevant document in possession of RAILTEL, necessary facility for inspection of documents may be provided.

9.3 The Competent Authority may consider and pass all appropriate speaking order:

- a) For exonerating the Agency if the charges are not established.
- b) For removing the Agency from the list of approved Suppliers/ Contactors, etc.
- c) For banning the business dealing with the Agency.

9.4 If it decides to ban business dealings, the period for which the ban would be operative may be mentioned. The order may also mention that the ban would extend to the interconnected Agencies of the Agency.

10. Appeal against the Decision of the Competent Authority

10.1 The agency may file an appeal against the order of the Competent Authority banning business dealing, etc. The appeal shall lie to Appellate Authority. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

10.2 Appellate Authority would consider the appeal and pass appropriate order which shall be communicated to the Agency as well as the Competent Authority.

11. Review of the Decision by the Competent Authority

Any petition / application filed by the Agency concerning the review of the banning order passed originally by Chief Executive / Competent Authority under the existing guidelines either before or after filing of appeal before the Appellate Authority or after disposal of appeal by the Appellate Authority, the review petition can be decided by the Chief Executive / Competent Authority upon disclosure of new facts / circumstances or subsequent development necessitating such review. The Competent Authority may refer the same petition to the Standing Committee for examination and recommendation.

12. Circulation of the names of Agencies with whom Business Dealings have been banned

12.1 Depending upon the gravity of misconduct established, the Competent Authority of the Corporate Office may circulate the names of Agency with whom business dealings have been banned, to the Government Departments, other Public Sector Enterprises, etc. for such action as they deem appropriate.

12.2 If Government Departments or a Public Sector Enterprise requests for more information about the Agency with whom business dealings have been banned, a copy of the report of the Inquiring authority together with a copy of the order of the Competent Authority / Appellate Authority may be supplied.

12.3 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, RAILTEL may, without any further enquiry or investigation, issue an order banning business dealing with the Agency and its interconnected Agencies.

12.4 Based on the above, Regions / Units may formulate their own procedure for implementation of the guidelines.

