

SAIL RITES BENGAL WAGON INDUSTRY PRIVATE LIMITED (SRBWIPL)

(A Joint Venture Company of SAIL and RITES)

CIN: U352000DL2010PTC211955

Regd Office: Scope Minar, Laxmi Nagar, New Delhi - 110092

Admin Office & Works: Kulti, Dist: Paschim Bardhaman, W.B, PIN: 713343

E-mail address: purchase.srbwipl@gmail.com, Mob: 9726075079 (Mr. N. K. Jha, DGM/Purchase)

Tender No: SRBWIPL/AMC-Manpower/Shop Floor/270/24-25/01

Date 3rd August, 2024

Tender Document Fee Rs 2,000

EMD Rs 41,000

Sub: Open tender for Engagement of manpower for Shop floor activities at SRBWIPL Factory premises.

Last Date & Time of Submission: By 12:00 PM on 16.08.2024

Date & Time for opening of tender: At 12:30 PM on 16.08.2024

"Sealed tenders in two packet system is invited for "Engagement of manpower for shop floor activities at SRBWIPL Factory premises".

Annexure - I: Scope of work

Annexure - II: Instruction to the bidders & general conditions of contract.

Annexure - III: Special conditions of contract

Annexure - IV: Price bid format

- 1) Tenderer are required to submit the Techno Commercial bid and the price bid in separate envelopes and put together in a common envelope and to be dropped in our tender box or may be sent by registered post but must reach us positively on or before last date & time of submission as specified in the tender document.
- 2) Bidder are required to super scribe the tender number, due date of submission & opening on top of the envelope and address the same to the Dy. General Manager/Purchase/ SRBWIPL/ Kulti, P.O-Kulti, Dist-Burdwan, Pin-713343, W.B.
- 3) Bidders must enclose the documentary evidence in support of proof as mentioned in the tender document.
- 4) All other terms and conditions will be as per general & special terms and conditions detailed in the tender document.
- 5) Tender without tender fee will be summarily rejected. Tender fee/EMD may be submitted in the form of DD drawn on the name of M/s. SAIL RITES BENGAL WAGON INDUSTRY PVT. LTD. payable at Kulti or may be remitted to our bank account, details of which given below :-

- | | |
|--------------------------|--|
| a) Name of the Bank | : State Bank of India |
| b) Branch Name & Address | : SME Branch, UG Floor, Ozone Plaza, Bank More, Dhanbad, PIN: 826001, Jharkhand. |
| c) IFS Code | : SBIN0006541 |
| d) Branch Code | : 06541 |
| e) MICR Code | : 826002017 |
| f) Account No | : 3 7 8 1 4 7 0 5 4 3 6 |

- 6) Sealed tender addressed to Dy. General Manager/Purchase/ SRBWIPL/Kulti, P.O-Kulti, Dist-Burdwan, Pin-713343 (W.B.) may be dropped in our tender box or may be sent by registered post but must reach positively within time. no offer will be accepted after the closure of the tender box in whatsoever mode of receipt.
- 7) The Techno commercial bid will be opened on 16.08.2024 at 12.30 PM but in the event of SRBWIPL's office remaining closed on the day of opening of techno commercial bid for any unforeseen reason, then the tender will be received up to 12:00 PM on the next working day and will be opened at 12:30 PM in presence of the bidders who would like to be present. The price bid of the techno - commercially eligible bidders will be opened on a later date and it will be intimated in time.

8) Contact Details of the Bidder

(The bidder should mention the contact details of the firm in which all communications will be done)

i) Name of Contact Person _____

ii) Phone No. _____

iii) e-mail id: _____

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.

Scope of work

Sl No	Description of work
1	Preparation for day to day fabrication of wagon doors as per design and drawing.
2	Daily routine base operating, monitoring and checking of CNC Plasma Machines.
3	Daily routine base operating, monitoring and checking of Shot Blasting Machines.
4	Daily routine base operating, monitoring and checking of 300 Ton CNC Press Break Machine.
5	Preparation for day to day bending of components for Wagons from 300 Ton CNC Press Break as per instruction of SRBWIPL representative.
6	Proper staging of materials after bending from 300 Ton CNC Press Break Machine as per instruction of SRBWIPL representative.
7	Daily routine base monitoring and checking of Lubricants like Greasing, Oil Level in the machine.
8	Maintenance of Daily log book indicating the nature of schedule maintenance has done, Maintenance of failure register etc and maintaining the consumable items as required.
9	Daily cleaning and housekeeping of CNC Plasma Bed and Shot Blasting Machines.
10	Loading /Unloading of Steel Plates on the CNC Plasma bed as per instruction of SRBWIPL representative.
11	Collecting the unwanted scrap materials after cutting from CNC Plasma.
12	Collecting the steel shots from the Shot Blasting machine during operation.
13	Arrangement of spares as per the rate contract within 12 hrs during any break down which may affect production of factory and within 24 hrs system should be restored.
14	Time to time segregation of materials and proper stacking of components for CNC Plasma on required basis.

Notes:

1 The contractor has to engage the manpower as per the following,

Sl No	Area of Work	No. of Worker	Remarks
1	Door Fabrication	02 Nos	Skilled worker
		03 Nos	Unskilled Worker
2	Shot Blasting Operator	01 No	Skilled Worker
		02 Nos	Unskilled Worker
3	CNC Plasma Operator and Helper	02 Nos	Skilled Worker
		01 Nos	Unskilled Worker

2 All engaged manpower should wear proper uniform, helmet, Hand gloves, mask etc. and should carry ID card issued by the firm.

3 Materials required for Maintenance like Fiber Jute, Grease, Cleaning Cloths, Gloves etc. has to be supplied by the contractor and the cost to be absorbed by the contractor, before procurement consent to be taken from DGM/M&BD.

4 The engaged manpower should be paid minimum wages as per notification of Govt. of WB along with all statutory payment like PF, ESI, and Bonus etc.

5 All wage payment to be made through respective Bank account of each Workman. No cash payment to the workman will be allowed.

6 Agency will have to maintain a register for keeping the records of job done on daily basis and it has been counter signed by the officer in-charge daily at the end of the day after completing the work.

7 The engaged workman may also be deputed to some other areas based on the requirement.

8 Extra workman may also be deputed as per requirement with the discretion of the competent authority and with the agreed rate as per Table-B of the price bid.

SRBWIPL's Scope of Supply:

1 Any urgent and immediate medical emergency assistance (First Aid) will be provided by SRBWIPL, however safety and responsibility of safe working will be the contractor's liability.

(Handwritten signature and date)
03/08/2024

Instruction to the Bidders and General Conditions of Contract**1.0 CONTENT OF BID:-****1.1 TECHNO COMMERCIAL BID SHALL CONTAIN THE FOLLOWING: -**

- a. Tender document fee of Rs 2,000.00 and EMD of Rs 41,000.00
- b. All the pages of the tender document duly signed and stamped by the bidder as a token of acceptance of all terms and conditions is to be returned along with the offer
- c. Documentary evidence in support of credentials.
- d. Statutory documents like PF, ESI Registration certificate, trade license etc.
- e. Copy of SSI/NSIC/MSME Registration Certificate (If any)
- f. Copy of PAN (Documentary evidence showing status of firm/vendor like, sole proprietary, corporation, partnership firm etc.)
- g. Copy of GST registration
- h. Professional Tax registration certificate from concerned authorities.
- i. Copy of I.T return (F.Y. 2022-23 & 2021-22, 2020-21)
- j. Self-Certified Audited Balance Sheet and P&L accounts for last three FY i.e. 2022-23 & 2021-22, 2020-21.
- k. Copy of bank mandate duly certified by the banker.
- l. A past history of payment to worker, deposit of PF/ESI duly self-certified by contractor for at least 2 years.

1.2 PRICE BID SHALL CONTAIN THE FOLLOWING: -

- a. Price Bid duly filled and signed & stamped.
- b. Details of taxes, duties etc applicable must be furnished.

2.0 RATES: -

- 2.1 Unit Rate & Total Price as per scope of supply detailed in Part-I shall be quoted in "Price Bid" in Part IV.
- 2.2 Based on the uniform codification system introduced by Govt. of India under GST regime, GST rate prevailing on the date of supply as notified for the materials shall be applicable for reimbursement in addition to the unit basic price as finalized in the tender. For details refer to GST Clauses.

3.0 INCOME TAX DEDUCTION U/S 194C: -

- a. Any person responsible for paying any sum to any resident (hereafter in this section referred to as the contractor) for carrying out any work (including supply of labour for carrying out any work) in pursuance of a contract between the contractor and a specified person shall, at the time of credit of such sum to the account of the contractor or at the time of payment thereof in cash or by issue of a cheque or draft or by any other mode, whichever is earlier, deduct an amount equal to—
 - (i) one percent where the payment is being made or credit is being given to an individual or a Hindu undivided family;
 - (ii) two percent where the payment is being made or credit is being given to a person other than an individual or a Hindu undivided family.

of such sum as income-tax on income comprised therein.

- b. Either ITR of two immediately preceding the financial year or a declaration under section 206AB needs to be submitted (format enclosed).

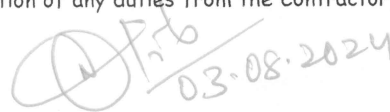
4.0 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY (BS):-

- 4.1 Earnest Money of 41,000 should be deposited along with the bid.
- 4.2 The units registered with SSI, NSIC, MSME, Co-operative society may be exempted from submission of EMD on production of documentary evidence.
- 4.3 If the EMD/ bid security is exempted for any bidder then the bidder has to submit a Bid Securing Declaration as per format specified in Annexure- "A".
- 4.4 The EMD/Bid Security of the unsuccessful bidders will be returned without any interest after finalization of contract and for the successful bidder it will be returned after the receipt of SD or it may be adjusted against the SD.

5.0 SECURITY DEPOSIT (SD):-

- 5.1 Security deposit @5% of the total contract including GST value shall have to be deposited by the successful tenderer within 15 days of receipt of the LOA and after submission of SD the Work Order will be issued. SD will be submitted either in the form of (a) Demand draft in favor of SAIL RITES BENGAL WAGON INDUSTRY PRIVATE LIMITED Payable at KULTI or (b) Bank guarantee which should be valid the completion of contract. The Security deposit will bear no interest and will be forfeited for non-performance of the contract.
- 5.2 The units registered with SSI, NSIC, MSME, Co-operative society may be exempted from submission of SD on production of documentary evidence.
- 5.3 The company (SRBWIPL) shall be entitled and shall be lawful on its part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respects of the contract under reference or any other contract with the company or any part thereof to the satisfaction of the company and the company shall also be entitled to deduct from the said security deposit any loss or damage which the company may suffer or be put to by reason due to any act or other default, recoverable by the company from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Contractor to maintain the said security deposit at its original limit by making further deposit, provided further that the company shall be entitled to recover such claim from any sum then due or which at any time thereafter may become due to the contract under this or any other contract with the company.
- 5.4 The security Deposit shall be retained by the Company for a period of Three months beyond the validity period of the Contract. In case the Contract is extended for further period, the validity period of the Security Deposit shall also to be extended accordingly. The Security Deposit shall be released after completion of the validity of the Contract Period as above and on submission of "No Dues Certificate" by the Contractor obtained from the Executing Authority and the Operating Authority and compliance of statutory provisions after deduction of any duties from the Contractor arising out of any claim by SRBWIPL, Kulti on the Contractor.

(Signature & Stamp of Bidder)

 03.08.2024

6.0 **PERFORMANCE GUARANTEE (PG):-**

6.1 Performance Guarantee (PG) will only be applicable for SSI, NSIC, MSME, Co-operative society who are exempted for submission of SD.

6.2 For SSI, NSIC, MSME, Co-operative society the bidders who are exempted from submission of SD, need to be submit a P.G. @5% of total contract Value including GST.

6.3 For the non SSI, NSIC, MSME, Co-operative society bidders SD will be treated as Performance Guarantee and no need to submit separate PG.

6.4 Performance Guarantee equivalent to Five (5%) percent of the total contract value and letter of unconditional shall have to be submitted by the successful tenderer within 15 days of receipt of the LOA and after submission of PG the Work Order will be issued. PG will be submitted either in the form of (a) Demand draft in favour of SAIL RITES BENGAL WAGON INDUSTRY PRIVATE LIMITED Payable at Kulti or (b) Bank guarantee as per format provided by SRBWIPL the validity of the PG should be till completion of Contract Period. PG shall bear no interest and will be forfeited for non-performance of the contract by the successful tenderer.

6.5 The company (SRBWIPL) shall be entitled and shall be lawful on its part to deduct the said PG in whole or in part in the event of any default, failure or neglect on the part of the contractor in the fulfillment or performance in all respects of the contract under reference or any other contract with the company or any part thereof to the satisfaction of the company and the company shall also be entitled to deduct from the said PG. Any loss or damage which the company may suffer or be put to by reason due to any act or other default, recoverable by the company from the contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the contractor to maintain the said PG at its original limit by making further deposit, provided further that the company shall be entitled to recover such claim from any sum that due or which at any time thereafter may become due to the contract under this or any other contract with the company.

6.6 The Performance Guarantee shall be retained by the Company for a period of Three months beyond the validity period of the Contract. In case the Contract is extended for further period, the validity period of the Performance Guarantee shall also to be extended accordingly. The Performance Guarantee shall be released after completion of the validity of the Contract Period as above and on submission of "No Dues Certificate" by the Contractor obtained from the Executing Authority and the Operating Authority and compliance of statutory provisions after deduction of any duties from the Contractor arising out of any claim by SRBWIPL, Kulti on the Contractor.

7.0 **Documents-Privacy & Confidentiality: -**

The Contractor shall treat the work order and everything therein as private & confidential and shall not publish or issue to any third party any information, drawing, documents or photographs concerning the work and shall not use the site for the purpose of advertising except with our prior written consent.

8.0 **Penalty Clause: -**

The agency has to ensure engagement of 11 manpower per day in different shifts as per the directive of officer in-charge. In case of any shortfall of manpower following penalty may be imposed.

Average manpower per day (The man days will be calculated with respect to working days (Excluding Holidays) in a months for which SRBWIPL remains open)	Penalty Amount
11	No penalty
less than 11 but greater than or equal to 10	Rs 10,000.00 + GST (for each absent persons)
Less than 10	Rs 15,000.00 + GST (for each absent persons)
less than 10 in three instance	The contract will be short closed with forfeiture of SD/BG

9.0 **Contract Period: -**

The contract period will be for 12 months from the date of issuing the work order and the contract period may be extended for another 12 months as per the discretion of the competent authority as per existing Terms & Conditions.

10.0 **Payment of Wages by Contractor to His Workers/Employee: -**

10.1 The Contractor shall make payment to his workers within 5th days of each month, and the wages paid by him to his workers shall not be less than the minimum wages payable as the Minimum Wages Act as notified by Govt. of West Bengal from time to time for various Categories. If the contractor defaults to make the payment within 5th days of each month then a penalty @ 10% of the total bill value will be deducted from the pending bill/PG/SD. The payment of wages by the Contractor to his workers must be made through Bank by directly depositing the amount payable, to the Bank Account of the worker/Employee. The Contractor will be required to submit the copy of the Bank document in support of the said deposit along with his bills for necessary verification by the Financial Department.

10.2 The Contractor shall be fully responsible to comply with all his Statutory obligations/liabilities as Employer in respect of their labour engaged by them for the Job undertaken under the Contract as per applicable Statutory provisions/Law and Government Notification, and will take full liability on this account.

The Contractor will ensure that all Half Yearly as well as Yearly Returns are submitted in time with the appropriate authority. The Company will not take any liability on this account.

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03-08-2024

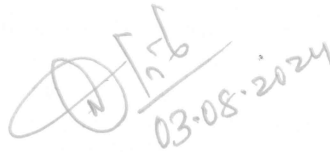
- 10.3 The Contractor shall deposit their own Contribution as well as Contribution of their workers, engaged under the Contract, towards P.F., ESI and P. Tax well in time and submit the copies of the Challan with the bills for verification. Release of Payment to the Contractor shall be made after due verification of the actual executed the working days by the Executing Authority and verification of copies of various Challan, as per proof of compliance of statutory requirements and payment of all dues to the Contractor's Workmen, by Finance Department.
- 10.4 In the event of failure of the Contractor to comply with the above, the Company shall be entitled to recover the amount by deduction from any amount payable to the Contractor under the Contractor, including Security Deposit, Performance Guarantee, or as debt payable by the Contractor.
- In case the contractor fails to make payment of wages of the workers by 5th of the month, SRBW IPL, Kulti being the principal employer, reserves the right to make such payment of wages to the workers and the amount so paid plus 10% as administrative fee + GST will be recovered from any of contractor's bill. In case the contractor fails to pay wages to his workers in time for the second time, action as deemed fit shall be taken against his firm. Timely and regular payment of wages will also be a criterion for evaluation of work performance.
- 11.0 **INDEMNITY BOND:-**
In case any Spare Part/Material is required to be taken outside the premises of SRBW IPL, Kulti for Repair/ machining, the Contractor shall submit an Indemnity Bond equal to the cost of the Spare part/Material. The decision of the Executing / Operating Authority regarding total value of such Spare Part / Material shall be final and binding on the Contract. The cost of preparation of the Indemnity Bond shall be borne by the contractor.
- 12.0 **Payment Terms:-**
- 12.1 The payment will be made within 30 days from the date of submission bill/tax invoice along with relevant papers like attendance sheet, Proof of the payment of wages, proof of payment of P.F, ESI, and other statutory liabilities. Payment of salary to all persons engaged by contractor shall be made through bank account only duly certified by the authorized representative of the concerned department as delegated by CEO of SRBW IPL/ Kulti.
- 12.2 The contractor has to submit GST compliant invoice and challan (if any) to the authorities mentioning its GSTIN.
- 12.3 The contractor has to submit compliance regarding documentation / monthly returns so as to ensure availing Input Tax Credit (ITC) by SRBW IPL, failing which SRBW IPL will deduct the resultant amount.
- 12.4 SRBW IPL reserves the right to keep the payment of GST amount to the party on hold till the receipt of ITC by SRBW IPL is ensured.
- 12.5 The payment will be made through account payee cheque in the name of the firm/RTGS/Online.
- 12.6 For any non-compliance by contractor because of which SRBW IPL incurs loss will be recovered from S.D / P.G. of the contractor.
- 13.0 **OTHER TERMS & CONDITIONS:-**
- 13.1 **Firm Rate:** - Quoted rate shall remain FIRM during pendency of contract and no escalation will be allowed. Bidders are requested to submit a declaration as per format annexed with price bid.
- 13.2 **Paying Authority:** - CEO/CFO or the authorized representative of accounts department as delegated by the competent authority of SAIL RITES Bengal Wagon Industry Pvt. Ltd, Kulti.
- 13.3 **Certifying Authority:** - DGM/M&BD/SRBW IPL/Kulti or the authorized representative of concerned department as delegated by the CEO of SAIL RITES Bengal Wagon Industry Pvt. Ltd, Kulti.
- 13.4 **Arbitration:-** All questions, disputes or differences whatsoever arising between the SRBW IPL and Contractor or in relation to or in connection with the contract, either party may forthwith give notice to other in writing of the existence of such question, disputes or differences and the same shall be referred to the adjudicator of sole arbitrator. Chief Executive Officer of SRBW IPL shall have the right and authority to appoint any officer of the company as arbitrator not below the rank of a Dy. General Manager who is not directly connected with the order under the Arbitration & conciliation Act 1996. Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.
- 13.5 **Validity of offer:** - The offer should remain valid for 90 (Ninety) days from the opening date of tender.
- 13.6 **Termination of Contract :** - For the following case SRBW IPL reserve the right to terminate the contract without any prior notice to the contractor:-
- Unsatisfactory of performance reported by the E.I.C.
 - Noncompliance of statutory dues.
 - Stoppages of work without prior intimation.
- 13.7 Tender documents required to be submitted in physical mode only, offers sent through e-mail or FAX will not be accepted.
- 13.8 Bidder sending tender by post will do so, solely on their own risk and SRBW IPL will not be responsible for any loss in transit or postal delay.
- 13.9 Incomplete tender or tenders submitted with qualified condition(s) at variance with special as well as general terms & conditions / instruction to bidders of this tender are liable to be summarily rejected.
- 13.10 In the event of SRBW IPL's office remaining closed on the day of opening of the tender for any unforeseen reason, the tender shall be received up to 12:00 P.M. on the next working day of SAIL RITES Bengal Wagon Industry Pvt. Ltd. and will be opened at 12:30 P.M. thereafter in presence of such Bidder who may like to be present.
- 13.11 Bidder shall have no right to issue Addenda to tender documents to qualify, amend supplement or delete any of the conditions, clauses or items therein after submission of the tender at SRBW IPL.
- 13.12 The Bidder (henceforth shall be called as Contractor) should strictly abide by the company's rule, regulation, and instruction issued from time to time in respect of all matters.
- 13.13 All rates, price in the tender form should be quoted both in figures and in words. Tenders with over writing or erased rates are liable to be rejected.
- 13.14 The SRBW IPL management reserves the right to withdraw/discharge the tender or issue corrigendum/addendum to the tender before opening or make amendment to the purchase order duly recording reason thereof in writing by the competent authority and without assigning the reasons to the general public.

(Signature & Stamp of Bidder)

- 13.15 In case the offer is not accepted by SRBW IPL, the tenderer will not be entitled to claim any cost, charges, expenses made for submission of offer.
- 13.16 The SRBW IPL management reserves the right to terminate the contract at any stage if considered necessary by the management without assigning any reason whatsoever for greater interest of the company and such action cannot be challenged by the tenderer / supplier.
- 13.17 The safety of men and material will be sole responsibility of the contractor and the company in no way be held liable for any damage or loss of property or injury to the men of the contractor. Contractor to take all the measures in respect of compliance of all statutory requirements.
- 13.18 The contractor shall indemnify the company against damage or loss to the property and injury to the workmen of the company when such damage, loss or injury is on account of any act on the part of contractor or his men.
- 13.19 All records and registers under the relevant statute will be maintained by the contractor and submitted for inspection by the company whenever required.
- 13.20 Contractor should have sufficient skilled manpower for technical evaluation of the bid, contractor must furnish identity proof of dedicated skilled man power particularly, electricians & supervisors.
- 13.21 It would be responsibility of the contractor to deduct and deposit employee's contribution, employer's contribution of provident fund and other related charges as per act and to deposit the same directly to P.F. authority as well as ESI will be deposited to the respective authority and due particular will be furnished to SRBW IPL before releasing of next payment. The SRBW IPL authorities shall entertain no disputes pertaining to P.F. deduction and deposit as well as ESI, if raised by the employees of the contractors.
- 13.22 Contractor should have an attendance register with his stamp on it at the factory gate where attendance of the contract workers will be marked and at the end of the month the contractor shall submit a photo copy of the attendance record duly signed and with official stamp on it.
- 13.23 Contractor shall maintain all type of records in respect of contract labour act.
- 13.24 Contractor shall ensure that labour is paid at least the minimum wages as per notification of West Bengal Labour commissioner.
- 13.25 In case ESI is not applicable, contractor to get his workers covered under workmen compensation policy to ensure that compensation for death/injury under workmen compensation act 1923 is paid in accordance with law.
- 13.26 Contractor must not engage any workmen of more than 60 years or any child labourer at any point of time.
- 14.0 **GST CLAUSES:**
- 14.1 For the purposes of levy and imposition of GST, the expressions shall have the following meanings: (a) GST - means any tax imposed on the supply of goods and/or services under GST Law. (b) Cess - means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017. Page 28 of 85 (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
- 14.2 The rates quoted by the Vendor/Contractor/Contractor shall be inclusive of all taxes, duties, levies and Cess except GST. Vendor/Contractor/ Contractor has to clearly show the amount of GST separately in the Tax Invoices raised by them. Further, it is the responsibility of the Vendor/Contractor/Contractor to make all possible efforts to make their accounting and IT system GST compliant in order to ensure timely availability of Input Tax Credit (ITC) to SRBW IPL.
- 14.3 SRBW IPL shall declare in the Tender about value / estimated value of free issue of material and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by SRBW IPL and used by Vendor/Contractor/ Contractors and the consideration for which is recovered by SRBW IPL in the form of reduction in the value of invoice raised by Vendor/Contractor/ Contractor, then SRBW IPL will raise GST invoices on such transactions and the same will be borne by Vendor/Contractor/Contractor.
- 14.4 Evaluation of L-1 prices shall be done based on landed cost net of Input Tax Credit of GST, if available to SRBW IPL. SRBW IPL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the Vendor/Contractor/Contractor for additional payment/liability shall not be admitted and has to be borne by the Vendor/Contractor/Contractor.
- 14.5 For the purpose of this contract, it is agreed between the parties that if any new taxes, duties or levies other than GST is introduced subsequent to the final date of submission of tender or reverse auction by the Central/State Government & Local Authorities and such new taxes, duties or levies become payable, then an equitable adjustment on account of new taxes, duties or levies in the contracted price shall be made which shall be subject to the production of documentary evidence by the Vendor/ Contractor/Contractor. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows: a. If input tax credit (ITC) is available, the adjustment in contract price for such new tax shall be made. b. In other cases (i.e. where tax credit is not available), adjustment in contract price shall be made only if the new tax is enacted during the period of extension arising out of reasons attributable to SRBW IPL.
- 14.6 In case of variation (increase/decrease) in the rate of GST after the final date of submission of tender or reverse auction, the said revised rate shall be reimbursed or recovered on production of relevant statutory documentary evidence. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows: a) If input tax credit (ITC) is available, the said revised rate shall be reimbursed or recovered. B) In other cases (i.e. where input tax credit is not available), the said revised rate shall be reimbursed only if the reasons for extension of the contract is attributable to SRBW IPL. In any case, recovery shall be made in case of a downward variation in the rate of tax.
- 14.7 Vendor/Contractor/Contractor agrees to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and/or acceptance or rejection of credit notes/debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and

when called for by SRBWIPL in the customized format shared by SRBWIPL in order to enable SRBWIPL to update its database, etc. that may be necessary to match the invoices on GSTN common portal and enable SRBWIPL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.

- 14.8 In case Input Tax Credit of GST is denied or demand is made on SRBWIPL by the Central/State Authorities on account of any non-compliance by Vendor/Contractor/Contractor, including non-payment of GST charged and recovered, the Vendor/Contractor/Contractor shall indemnify SRBWIPL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. SRBWIPL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the Vendor/Contractor/Contractor and /or also from any sum payable to the contractor by any other SAIL Plant or Unit.
- 14.9 Vendor/Contractor/Contractor shall maintain high GST compliance rating track record at any given point of time.
- 14.10 Vendor/Contractor/Contractor is required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in Section 171 of the CGST Act relating to Anti-Profiteering Measure and the relevant provisions of GST Law.
- 14.11 Vendor/Contractor/Contractor shall avail the most beneficial Notifications, abatements, exemptions etc., if any, as applicable for the supplies under the Goods and Service Tax Act.
- 14.12 Any recovery or payment from the contractor for allotment of land or provision of water, etc, and for provision of any service(s) to the contractor by the Purchaser on chargeable basis or any other recovery under any clause of this NIT, then such recovery or payment from the contractor shall be subject to levy of GST (as applicable as per prevailing GST Laws) on the amount of recovery to be made or payment to be collected from the contractor, However such charge of GST over and above the amount of recovery or payment due shall be available for credit benefit as Input Tax Credit for GST in the hands of contractor.

 03-08-2024

SPECIAL CONDITIONS OF CONTRACT**1.0 COMPLIANCE TO THE STATUTORY LAWS & RULES:-**

The contractor shall comply with the provisions of Laws & Rules in force from time to time which will be applicable to the contract workmen such as.

1.1 The Contract Labour (Regulation and Abolition) Act 1970 & Contract labour (Regulation and Abolition) Central Rules 1971

1.2 The Payment of Bonus Act 1965 and the payment of Bonus (Amendment) Act, 2015

1.3 The Workmen's Compensation Act, 1923

1.4 The Factories Act, 1948

1.5 The Minimum Wages Act, 1948

1.6 The Payment of Gratuity Act 1972

1.7 The Employee State Insurance Act, 1948

1.8 The Employee's Provident Funds & Misc. Provision Act, 1952

1.9 Provisions of all other statutory labour legislation now in force and also that may be introduced in future and keep the company indemnified from any client which may arise by reasons of contractor's default either willfully or by ignorance.

2.0 STOPPAGE OF WORK:-

Stoppage of work without prior notice is not admissible. However, in the event of any emergency or any other reason beyond the control of SRBW IPL and in case company feels necessary, it may suspend or stop the work for certain period without any compensation.

3.0 EXECUTION OF CONTRACT:-

3.1 Contractor should produce the medical fitness certificate of each workman engaged by him from a registered medical practitioner or by doctor authorized by SRBW IPL. In case the company feels that any of the workmen is not fit, the company on its own can conduct the medical examination and the result of the examination shall be binding on the contractor.

3.2 Appropriate cleanliness, Industrial peace and discipline have to be maintained by the contractor and all outside and local problems have to be tackled by the contractor. SRBW IPL shall not be concerned with these matters in any way.

3.3 Minimum 04 Nos. skilled man power required to be engaged by the contractor.

4.0 REDUCTION & REDISTRIBUTION OF CONTRACT:-

Performance of the contractor shall be continuously reviewed by SRBW IPL. In case it is observed that the contractor has failed to fulfill the work satisfactorily, the SRBW IPL management reserves the right to terminate at any point of time & the Order for the balance contract period may be awarded to any other bidder.

5.0 QUALIFYING CRITERIA:-**5.1 Technical Qualification:-**

I. The contractor should have an experience of Manpower supply within last seven financial years (2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24).

II. Documentary evidence like work order along with completion certificate or performance certificate should be submitted with the technical bid.

5.2 The contractor should comply with any of the following conditions:-

The contractor should have completed at least three contracts of Manpower supply during the last seven financial years (2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24) whose contract value should not be less than 8.21 Lakh each.

or

The contractor should have completed at least two contracts of Manpower Supply during the last seven financial years (2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24) whose contract value should not be less than 10.26 Lakh each.

or

The contractor should have completed at least one contract of Manpower Supply during last seven financial years (2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24) whose contract value should not be less than 16.42 Lakh.

5.3 Financial qualification:-

The firm should have average annual turnover of Rs 6.15 Lakh during last three years (2020-21, 2021-22 & 2022-23).

Self-attested audited Balance Sheet, P&L Account Statement and Trading Account Statement should be submitted along with the techno commercial bid.

6.0 PREFERENCE TO MSME UNITS:-

Offers from MSME units will be considered for placement of order in accordance with the guidelines circulated vide Ministry of MSME, government of India Notification No. 503, Dated 23.03.2012 and subsequent notification therein.

7.0 General:-

7.1 The bidder with joint venture (JV) or consortiums also may participate in the bid for which the relevant agreement should accompany with the offer.

7.2 The bidders or JV Partners must have previous experience in successful same type job during last three years. Credential (Performance Report) for performing similar type of job to be furnished with bid document.

7.3 Supporting document fulfilling above mentioned technical eligibility criteria must be attached with the bid document without which the offer will be treated incomplete and shall be rejected.

8.0 Project Planning & Co-ordination:-

8.1 Record book to be maintained jointly recording the daily work done and to be submitted to Dy. General Manager/M of SRBW IPL, Kulti of SAIL RITES Bengal Wagon Industry Private Limited.

8.2 The contractor must earmark a coordinator for supervision and liaisoning with SRBW IPL.

(Signature & Stamp of Bidder)

9.0 Shift Timing:-

Morning Shift (6.00 AM to 02.00 PM)

Evening Shift (02.00 PM to 10.00 PM)

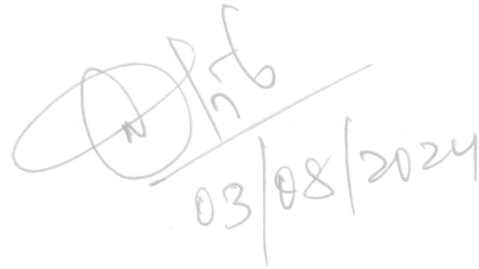
Night Shift (10.00 PM to 6.00 AM)

General Shift (8.00 AM to 04.00 PM)

10.0 The contractor is responsible for safety and well fare of your engaged staff. SRBWIPL will not be responsible for any type of compensation whatsoever.

11.0 FORCE MAJEURE:-

If at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by reason of any war, hostility, acts of public enemy, epidemics, civil commotion, sabotage, fires, floods, explosions, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to "event") provided notice of happening of any such event is given by one party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event, be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non- performance of delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such has come to an end or ceased to exist, and the decision of the Engineer- in- charge as to whether the deliveries have been so resumed or not, shall be final and conclusive, PROVIDED FURTHER that if the performance in whole or part or any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days, either party may at its option terminate the contract provided also that the purchaser shall be at liberty to take over from the Supplier at a price to be fixed by the Chief Executive Office, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit accepting such material, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.

A handwritten signature, possibly 'N P 56', is written over the date '03/08/2024'.

Price Bid Format

Table-A: Price bid format for Engagement of manpower for Shop floor activities at SRBWIPL Factory premises.

Sl No	Description	Duration of Contract	Contract Value/Month (Rs)	
			In Figures	In Words
1	Annual Contract for Engagement of manpower Shop floor activities at SRBWIPL Factory premises as per scope of work mentioned in Annexure-I	12 months		

Table-B: Price to be quoted for engagement of workers based on requirement.

Sl No	Description	Rate/Workman (Rs)	
		In Figures	In Words
1	Skilled		
2	Unskilled		

Note:

1. The interse position of the bidders will be determined on the basis of the lowest rate quoted per month based on Table-A only.
2. The charges will be firm during the pendency of the contract. The bidder should submit an undertaking as per the format annexed with the price bid.
3. GST rate prevailing on the date of supply will be applicable for reimbursement in addition to the unit basic price as finalized in the tender.
4. Past performance of the bidders will be considered in evaluation of bids and if found unsatisfactory then the bids may be rejected.

②/176
03/08/2024

(To be submitted by the bidder along with the price bid on firm's letter head duly signed by the authorized signatory)

Reference no.....

Date.....

To

Dy. General Manager/Purchase

SAIL RITES Bengal Wagon Industry Private Limited

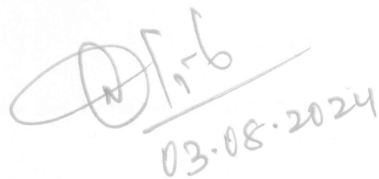
Kulti, Dist: Burdwan

West Bengal

Sub: Undertaking for the Engagement of manpower for Shop floor activities at SRBWIPL Factory premises with firm rate without any escalation during the pendency of the contract.

Ref: Tender No: SRBWIPL/AMC-Manpower/Shop Floor/270/24-25/01, Date 03.08.2024

I do hereby declare that the contract for the Engagement of manpower for Shop floor activities at SRBWIPL Factory premises will be accomplished by us with the agreed basic Service Charge plus GST as applicable during the pendency of the contract stipulated in the tender document.

A handwritten signature in blue ink, followed by the date 03.08.2024 written below it.

Signature of Authorized Signatory of Firm
with company seal.

Bid Security Declaration Form (To be printed on company's letter head)

Date: _____

To
Dy. General Manager (Purchase)
SAIL RITES Bengal Wagon Industry Private Ltd.
Kulti, Dist: Paschim Bardhaman
West Bengal, Pin: 713343

Ref. Tender No. & Date: SRBWIPL/AMC-Manpower/Shop Floor/270/24-25/01, Dated

I/We the undersigned, declare that:

I/We understand that, according to your tender conditions, bids must be supported by a Bid Securing Declaration for exempted vendor.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because

I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid.

or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity Fail to execute the contract.

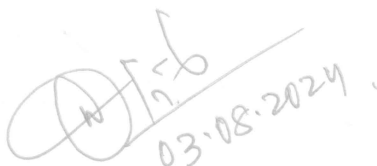
I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signature & designation of authorized person of the Bidder

Corporate Seal

Dated on _____ day of _____ 20_____ (insert date of signing)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)


03.08.2024

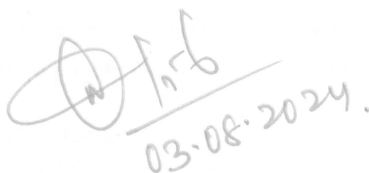
FORMAT FOR UNDERTAKING TO BE SUBMITTED BY BIDDER ALONG WITH THE TENDER DOCUMENT

I (Name and Designation) appointed as the attorney/authorized signatory of the bidder (including its constituents) M/s
 (Herein after called the bidder) for the purpose of the Tender Documents for as per the Tender No. SRBWIPL/AMC-Manpower/Shop Floor/270/24-25/01, Date 03.08.2024 SAIL RITES BENGAL WAGON INDUSTRY PVT. LTD), do hereby solemnly affirm and state on the behalf of the bidder including its constituents as under:

1. I/We the bidder(s) am/are signing this document after carefully reading the contents of the above mentioned tender.
2. I/We declare and certify that I/we have not made any misleading or false representation anywhere in the tender submitted including the annexure thereto.
3. 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.
4. I/We declare that the information and documents submitted along with the tender documents by me/us are complete and correct and I/we are fully responsible for the authenticity and correctness of the information and documents, submitted by us.
5. I/We understand that at any time during the process for evaluation of tenders, if any information / document submitted by me / us are found to be suppressing facts / forged / false / fabricated / fudged or incorrect, it shall lead to forfeiture of the EMD, if submitted, besides banning under the extant Guidelines for Banning of Business Dealings of SAIL RITES BENGAL WAGON INDUSTRY PVT. LTD. and initiating any legal action as deemed fit by SAIL RITES BENGAL WAGON INDUSTRY PVT. LTD. Further, I/We (Name of the Bidder) and all my / our constituents understand that my / our offer shall be summarily rejected.
6. I/We also understand that at any time after award of contract, if the certificate(s) submitted by me / us are found to be suppressing facts / false / forged / fabricated / fudged or incorrect, it may lead to termination of the contract, along with forfeiture of EMD / SD and Performance Guarantee if submitted, besides any other action provided in the contract including banning under the extant Guidelines for Banning of Business Dealing of SAIL RITES BENGAL WAGON INDUSTRY PVT. LTD and initiating any legal action as deemed fit by SAIL RITES BENGAL WAGON INDUSTRY PVT. LTD.

Place:
Date:

SEAL AND SIGNATURE OF
THE BIDDER


03.08.2024.

(This is for the purpose of submission of Performance Guarantee after awarding of the work order and before execution of contract agreement by the successful tenderer)

In consideration of SAIL RITES Bengal Wagon Industry Private Limited, Kulti, West Bengal (hereinafter called SRBWIPL) having agreed to exempt (Name and Address of firm) (hereinafter called "The said Contractor(s)") from the demand under the terms and conditions of letter of Acceptance No Dated made between SRBWIPL and (Name of firm) for Contract for supply of NDM Components for BOXNHL (Underframe Mounted Brake System), Design "D" Wagons at SRBWIPL Factory, Kulti (hereinafter Called the "The said letter of Acceptance/Agreement") of performance guarantee for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said letter of Acceptance, on the production of Bank Guarantee for (Rupees only),

1. We, (Indicate the name of the bank) (hereinafter referred to as "The Bank") at the request of (contractor (s)) do hereby undertake to pay to SRBWIPL an amount not exceeding ` against any loss or damage caused to or suffered or would be caused to or suffered by the SRBWIPL by reason of any breach of the said Contractor(s) of any of the terms or conditions contained in the said letter of Acceptance/Agreement.
2. We (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the SRBWIPL stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the SRBWIPL by reason of any breach by the said contractor(s) of any of the terms or conditions contain in the said letter of Acceptance/Agreement or by reason of the contractor(s) failure to perform the said letter of Acceptance/Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding `
3. We undertake to pay to the SRBWIPL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court of Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We (Indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said letter of Acceptance/Agreement and that it shall continue to be enforceable till all the dues of the SRBWIPL under or by virtue of the said letter of Acceptance/Agreement have been fully paid and its claims satisfied or discharged or till SRBWIPL certified that the terms and conditions of the said letter of Acceptance/Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the Date of Completion of the Contract (including 60 days beyond the date of completion of the work).

We shall be discharged from all liability under this guarantee thereafter.

5. We (indicate the name of bank) further agree with SRBWIPL that the SRBWIPL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said letter of Acceptance/Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by SBWIPL against the said Contractor(s) and to forebear or enforce any of the terms and conditions relating to the said letter of Acceptance/Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of SRBWIPL or any indulgence by SRBWIPL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

(Signature & Stamp of Bidder)

6. This guarantee will not be discharged due to a change in the constitution of the Bank or the Contractor(s) / Supplier(s).

7. We _____ (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the SRBWIPL in writing.

Datedday of2024

Witness:

For (Name of the Bank)

(Signature)

(Signature)

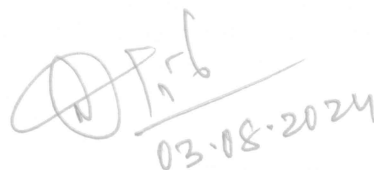
(Full Name & official Address)

(Full Name)

Official Address, Designation and Bank Seal

Power of Attorney no: _____

Date: _____


03.08.2024

(Signature & Stamp of Bidder)

INTEGRITY PACT DOCUMENT

(To be executed on a plain paper)

Integrity Pact Between:

SAIL RITES Bengal Wagon Industry Pvt. Ltd. hereinafter referred to as "The BUYER", and
hereinafter referred to as "The Bidder/Contractor".

Preamble

The BUYER invites the bids from all eligible bidders and intends to enter into an agreement for

_____ with the successful bidder (s), as per organizational systems & procedures. The BUYER values full compliance with all relevant laws and regulations, and the principle of economical use of resources and of fairness and transparency in this relation with the BIDDER and/or CONTRACTOR.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

In order to achieve these goals, the principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the principal will appoint an External Independent Monitor 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:
 1. No employee of the principal, personally or through family members, will be in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 2. The Principal will, during the tender process treat all Bidders with equity and reason. The principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tended process or the contract execution.
 3. 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 relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

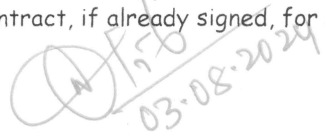
Section 2 - Commitments of the Bidder/Contractor

1. The Bidder / Contractor commits itself 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.
 1. The Bidder / Contractor will not, directly or through any other person 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 immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during the tender process or during the execution of the contract.
 2. The Bidder / Contractor 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.
 3. The Bidder / Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder / Contractor 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.
 4. The Bidder / Contractor 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 / Contractor 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, before contract award has committed a serious transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(Signature & Stamp of Bidder)



(1) If the Bidder / Contractor has committed a transgression through a violation of Section- 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of damage. The exclusion will be imposed for a minimum of 6 months and a maximum of 3 years.

(2) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent mega advice.

(3) If the Bidder / Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

(4) A transgression is considered to have occurred if, in light of available evidence, no reasonable doubt is possible.

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder the damages equivalent to the amount equivalent to Earnest Money Deposit or Bid Security, whichever is higher.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.

(3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to the condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of liquidated damages, the Bidder Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous Transgression

(1) The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes an incorrect statement on this subject, he can be disqualified from the tendered processor the contract, if already awarded, can be terminated for such reason.

Section 6 -Equal treatment of all Bidders / Contractors

(1) The Bidder/ Contractor undertakes to demand from all subcontractors a commitment of conformity with this Integrity Pact and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

(3) 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 violating Bidders / Contractors

If the Principal obtains knowledge of the conduct of a Bidder, Contractor or of an employee or a representative or an associate of a Bidder, Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 - External Independent Monitor/ Monitors (2 nos. or depending on the size of the contract)

(to be decided by the Competent authority of the Principal)

(1) The Principal appoints a competent and credible External Independent Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

(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 Competent authority of the Principal.

(3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. 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 / Contractor with confidentiality.

(4) 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.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that the pact in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the Competent authority of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the "Principal" and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Competent authority as prevailing with Principal.

(8) If the Monitor has reported to the Competent authority of the Principal a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Competent authority has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this infatuation directly to the Central Vigilance Commissioner, Government of India.

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

Section 9 - Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the competent authority of the Principal.

Section 10 - Other provisions

(1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the administrative office of the Principal, i.e. Kulti, Paschim Bardhaman.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor 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.

For the Principal
(Official Seal)

For the Bidder / Contractor
(Official Seal)

Place: _____

Witness: 1. _____

Date: _____

2. _____

A handwritten signature in blue ink is written over a circular official stamp. The stamp contains the text "N 156" and the date "03.08.2024".

Undertaking with respect to Compliance of Restrictions for Countries which share a land border with India as stipulated by Govt. of India.

(To be printed on the letterhead of the company and should be signed by the authorized person)

Date

Tender No

To

Deputy General Manager/Purchase
SAIL RITES Bengal Wagon Industry Pvt. Ltd.
P.O-Kulti, Dist-Paschim Bardhaman
West Bengal, Pin-713343

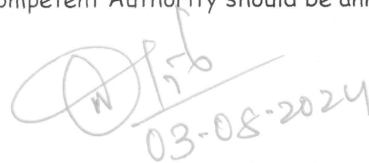
Dear Sir/Madam,

In line with the guidelines issued for compliance with Restrictions for Countries that share a land border with India as issued by the Govt. of India in July 2020.

I/We have read the clause regarding restrictions on procurements from a bidder of a country that shares a land border with India and on sub-contracting to contractors from such countries; I/We certify that I/We am/are not from such a country or, if from such a country, have been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

I/We hereby certify that I/We fulfil all requirements in this regard and am/are eligible to be considered.

[Wherever applicable, the evidence of a valid registration by the Competent Authority should be annexed]

A handwritten signature in blue ink is written over a circular stamp. The stamp contains the letter 'N' and the number '176'. Below the signature, the date '03-08-2024' is handwritten.

(Signature and Stamp of the Bidder)

Bidder Name:

Address:

(Signature & Stamp of Bidder)

(To be printed on the letter head of the company)

No:

Date:

To

Deputy General Manager (Purchase)

SAIL RITES Bengal Wagon Industry Pvt. Ltd.

P.O-Kulti, Dist-Paschim Bardhaman

West Bengal, Pin-713343

Ref. Tender No. & Date: _____

Subject: Self Declaration u/s 206AB of The Income Tax Act, 1961 regarding deduction of TDS

Dear Sir,

With reference to the above subject matter, we (Name of Supplier/Deductee/Payee) hereby confirm that; we have filed Income Tax Returns for below mentioned immediately preceding Financial Years relevant to the year of declaration.

F.Y.	Whether amount of TDS is more than 50,000	Due Date of Filing of ITR	Actual Date of Filing of ITR	ITR -V Ack No.

We have read and understood the provisions of Section 206AB of the Act and related applicable rules, notifications, circulars. Further, above mentioned PAN and IT returns details are correct.

We authorize (Name of Deductor) to recover the differential tax at higher rates along with applicable interest and penalties in case above mentioned information is proved to be incorrect.

With submitting this declaration, it is kindly requested to consider us to be compliant with the requirements of the Sec. 206AB of the Act:

Signature & designation of the authorized person of the Bidder

Corporate Seal

Dated on _____ day of _____ 20_____

(Signature & Stamp of Bidder)