

SAIL RITES BENGAL WAGON INDUSTRY PRIVATE LIMITED (SRBWIPL)

(A Joint Venture Company of SAIL and RITES)

CIN: U35200DL2010PTC211955

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

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

e-mail: purchase.srbwipl@gmail.com

No. SRBWIPL/SS Off Cuts/24-25/02

Date 18<sup>th</sup> September, 2024

Tender Document Fee Rs. 2,000

EMD Rs 2,24,000

Sub: Open tender for disposal 300 MT of SS Off Cuts from SRBWIPL Works, Kulti, West Bengal.

Last Date & Time of Submission: By 12.00 PM on 09.10.2024

Date & Time of opening of tender: At 12:30 PM on 09.10.2024

Sealed offers in a single packet system are invited for disposal of 300 MT of SS Off Cuts from SRBWIPL Works at Kulti as per the following terms and conditions.

- > Annexure - I : Terms & Conditions
- > Annexure - II : Other terms & Conditions
- > Annexure - III: Price Bid Format & Photographs of Scrap

1.0 Bidders are required to submit their offers in sealed envelopes, and to be submitted on or before the last date & time of submission specified in the tender document.

2.0 Bidders are required to super scribe the tender number, due date of submission & opening on the face of envelope and address the same to the Dy. General Manager/Purchase, SRBWIPL/Kulti, P.O-Kulti, Dist-Paschim Bardhaman, Pin-713343, W.B.

3.0 Bidders must enclose the documentary evidence in support of proof as mentioned in the tender document.

4.0 All other terms and conditions will be as per general & special terms and conditions detailed in the tender document.

5.0 Tender without tender fees 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.
- c) IFS Code : SBIN0006541
- d) Account No : 37814705436

**6.0 Earnest Money Deposit (EMD)**

- > Bidders must enclose EMD of Rs. 2,24,000 in the form of DD drawn in favour of SAIL RITES Bengal Wagon Industry Pvt. Ltd payable at Kulti.
- > The EMD amount of the unsuccessful bidders will be returned after the finalization of the tender.
- > For the successful bidders, EMD will be converted to SD till completion of the contract.

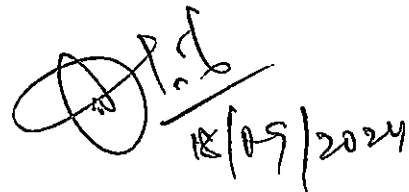
**7.0 Contact Details of the Bidder**

(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: \_\_\_\_\_

  
18/09/2024

(Signature of Bidder)

## Terms & Conditions

### 1.0 Security Deposit

- 1.1 Security deposit @ 5% of the total amount should be deposited by the successful bidder within seven working days from the date of the proforma invoice in the form of NEFT/RTGS in favour of SAIL RITES BENGAL WAGON INDUSTRY PRIVATE LIMITED, bank details will be communicated to the H1 bidder. The security deposit shall bear no interest and will be forfeited for non-performance of the contract by the successful bidder. The successful H1 may opt for converting the EMD to SD.
- 1.2 The company (SRBWIPL) shall be entitled and therefore it shall be lawful on its part to receive 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.
- 1.3 The SD amount will be returned without any interest after the completion of the contract.

### 2.0 Payment Terms

Payment against the invoice quantity of scrap inclusive of taxes and duties has to be paid through RTGS/NEFT within 7 working days of the issue of the acceptance letter by SRBWIPL and against the proforma invoice issued by SRBWIPL. The Bank mandate of SRBWIPL will be communicated along with PI.

### 3.0 Termination of Contract and Risk Purchase

In case of unsatisfactory performance, SRBWIPL reserves the right to cancel the contract without prior notice and award the same or balance to any other agency at the risk and cost of the contractor.

### 4.0 Lifting Terms

Sale Release Order (SRO) will be issued by SRBWIPL to the successful bidder after the full payment of the security deposit and sale value including applicable Taxes and Duties. The H1 bidder will be allowed to lift the material only after making the complete payment (including taxes & duties).

### 5.0 Validity of offer

The offer should remain valid for 90 (Ninety) days from the opening date of tender.

### 6.0 Forfeiture & Debarment

The contractor defaulting in any of the terms mentioned above in case of payments or lifting will result in forfeiture of SD. In case of Non-Payment of material value within the stipulated date the full Security Deposit will be forfeited, in case of default also within stipulated date in lifting full security deposit will be forfeited. The defaulting customer may also be debarred from the future auctions of SRBWIPL.

### 7.0 Applicable Taxes & Duties

The bidders shall be liable to pay all taxes as would be applicable on the date of dispatch of the material and "SAIL RITES BENGAL WAGON INDUSTRY PVT LTD" would not be liable for taxes in any manner, whatsoever. Applicable taxes and duties are indicated in the material list. In case of any changes in the taxation laws by the Government, the taxes and duties prevailing on date of dispatch will be applicable.

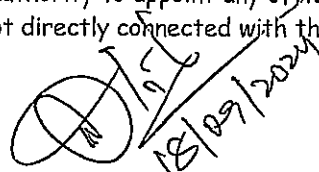
### 8.0 Delay in Payment

In case the H1 bidder fails to make payment of SD & sale amount against the proforma invoice within the stipulated time period, a late fee @ 0.5% of the total amount per day of delay in excess of the stipulated time frame will be levied. However the maximum delay in payment can be allowed up to 07 working days beyond the initial period of 07 working days. If the H1 bidder fails to make the payment of SD & Sale amount within 14 working days then the EMD will be forfeited without giving any notice to the bidder.

### 9.0 Arbitration Clause

All questions, disputes or differences whatsoever arising between the SRBWIPL and contractor or in relation to or in connection with the contract, either party may forthwith give notice to the 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 SRBWIPL 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 &

(Signature of Bidder)


  
 18/09/2024

conciliation Act 1996. Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata, SAIL RITES Bengal Wagon Industry Pvt. Ltd. existing within the meaning of Companies Act, 1956 having its administrative office at SAIL RITES Bengal Wagon Industry Private Limited, C/O: SAIL Growth Works, Kulti, Dist: Paschim Bardhaman, West Bengal, PIN: 713343.

**10.0 Free Lifting Period**

The lifting of scrap should be completed within 30 days from the date of issue of the sale release order by the SRBWIPL. The lifting will be made under the supervision and direction of the concerned official of 'SAIL RITES Bengal Wagon Industry Pvt. Ltd.' in charge of such warehouse/location where the materials are stored. The materials will be delivered Ex SRBWIPL works at Kulti, WB. It will be the responsibility of the H1 bidder to arrange for lifting, payment of freight and transit insurance. The successful bidder shall be liable to bear the transit insurance and SAIL RITES Bengal Wagon Industry Pvt. Ltd. shall not be liable for the same in any manner.

**11.0 Penalty Terms**

In case of successful bidder fails to lift the scrap items within the stipulated time period from the date of issue of the sale release order and is not granted extension beyond the stipulated time, SAIL RITES Bengal Wagon Industry Pvt. Ltd. may at its' discretion allocate the remaining quantity to any other bidder. Besides, SAIL RITES Bengal Wagon Industry Pvt. Ltd. reserves the sole right and discretion of disposing off such goods to any other bidder upon violation of the terms and conditions detailed in this tender document by the H1 bidder. If the H1 bidder fails to lift the materials within the free delivery period then ground rent 2000/- per day will be levied by SRBWIPL on the bidder and shall be deducted from the security deposit for a maximum period of 10 days from the expiry of free lifting period. Even after that the bidder fails to lift the material then the entire lot shall be considered for re-auction and also, if the "successful bidder" fails to lift the full/part quantity within the aforesaid period, the entire value of the lot and security deposit shall be forfeited by SRBWIPL.

**12.0 Compliance with Statutory Acts / Rules**

The contractor shall comply with provisions of Laws & Rules in force from time to time which will be applicable to contract workmen including (a) The Contract Labour (Regulation & Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971 (b) The Payment of Bonus Act, 1965 and payment of Bonus Act (Amendment), 2015 (c) The Employee's State Insurance Act, 1948 (d) The Workmen's Compensation Act, 1923 I The Factories Act, 1948 and (f) The Minimum Wages Act, 1948 and comply with the 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 raise by reason of his default either wishfully or by ignorance. If the bidder failed to comply such acts/rules in any past contract, they shall in no way entail to participate in the present tender.

**13.0 Extension of Lifting Period**

The purchaser will have to take prior approval from the concerned authority of SAIL RITES Bengal Wagon Industry Pvt. Ltd. for the same, such extensions will be allowed subject to the discretion of the concerned authority of SAIL RITES Bengal Wagon Industry Pvt. Ltd. and payment of late fee @ 0.5% per day of the outstanding amount for the period of delay. The maximum extension allowed for such cases will be limited to a maximum period of 10 working days beyond the initial free period, thereafter the purchaser shall not have any right to claim any further extension in any manner and for whatsoever reasons.

**14.0 Quantity Variation Clause**

SRBWIPL management reserves the right to exercise quantity variation clause @  $\pm 30\%$  of the ordered quantity at the same rate, terms and conditions within the currency of the contract and the contractor.

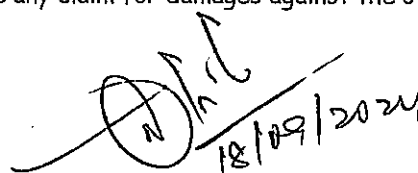
**15.0 Preference to MSME Units**

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

**16.0 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, lock down, 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

(Signature of Bidder)

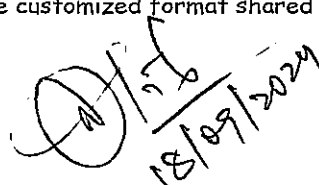
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such non-performance of delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such has come to an end or ceased to exist, and the decision of the Engineer-in-charge as to whether the deliveries have been 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 Officer, 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.

**17.0 GST Clause**

- 17.1 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.
- 17.2 The rates quoted by the Vendor/Supplier/Contractor shall be inclusive of all taxes, duties, levies and Cess except GST. Vendor/Supplier/ Contractor have to clearly show the amount of GST separately in the Tax Invoices raised by them. Further, it is the responsibility of the Vendor/Supplier/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 SRBWIPL.
- 17.3 SRBWIPL 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 SAIL and used by Vendor/Supplier/ Contractors and the consideration for which is recovered by SRBWIPL in the form of reduction in the value of invoice raised by Vendor/Supplier/ Contractor, then SRBWIPL will raise GST invoices on such transactions and the same will be borne by Vendor/Supplier/Contractor.
- 17.4 Evaluation of L-1 prices shall be done based on landed cost net of Input Tax Credit of GST, if available to SRBWIPL. SRBWIPL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the Vendor/Supplier/Contractor for additional payment/liability shall not be admitted and has to be borne by the Vendor/Supplier/Contractor.
- 17.5 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/ Supplier/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 SRBWIPL.
- 17.6 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 SRBWIPL. In any case, recovery shall be made in case of a downward variation in the rate of tax.
- 17.7 Vendor/Supplier/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

(Signature of Bidder)

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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.

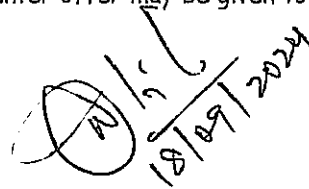
- 17.8 In case Input Tax Credit of GST is denied or demand is made on SRBWIPL by the Central/State Authorities on account of any non-compliance by Vendor/Supplier/Contractor, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify SRBWIPL in respect of all claims 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/Supplier/Contractor and /or also from any sum payable to the contractor by any other SAIL Plant or Unit.
- 17.9 Vendor/Supplier/Contractor shall maintain high GST compliance rating track record at any given point of time.
- 17.10 Vendor/Supplier/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.
- 17.11 Vendor/Supplier/Contractor shall avail the most beneficial Notifications, abatements, exemptions etc., if any, as applicable for the supplies under the Goods and Service Tax Act
- 17.12 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 a 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 the contractor.

(N) T-6  
18/09/2024

(Signature of Bidder)

## Other Terms &amp; Conditions

- 1.0 Offers received through e-mail / FAX will not be accepted.
- 2.0 Bidder sending tender by post will do so, solely on their own risk and SRBWIPL will not be responsible for any loss in transit or postal delay.
- 3.0 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 rejected summarily.
- 4.0 *In the event of SRBWIPL's office remaining closed on the day of opening of the tender for any unforeseen reason, the tender shall be received up to 12 pm on the next working day of SAIL RITES Bengal Wagon Industry Pvt. Ltd. and will be opened at 12.30 pm thereafter in presence of such bidder who would like to be present.*
- 5.0 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 SRBWIPL.
- 6.0 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.
- 7.0 All rates, price in the tender form should be quoted both in figures and in words. Tenders containing over written or erased rates are liable to be rejected.
- 8.0 Contractor shall submit bill on his letter head only.
- 9.0 Contractor shall maintain all type of records in respect of contract labour act.
- 10.0 Contractor shall ensure that the workers are paid at least minimum wages.
- 11.0 The tender may be withdrawn/discharged at any point of time duly recording the reasons there of in writing by the competent authority and without assigning any reasons to the general public.
- 12.0 The safety of all workers involved in lifting the scrap should be on the contractor's scope, the contractor must ensure safety and safe working conditions for the workers involved in lifting the scrap.
- 13.0 The corrigendum/addendum may be added with the approval of the competent authority before opening of the tender.
- 14.0 Due to the pandemic situation of COVID 19, all the engaged workers should maintain social distance and should be wearing PPE etc.
- 15.0 If the H1 bidder does not lift the material then a counter offer may be given to the H2 bidder as per the discretion of the competent authority.

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(Signature of Bidder)

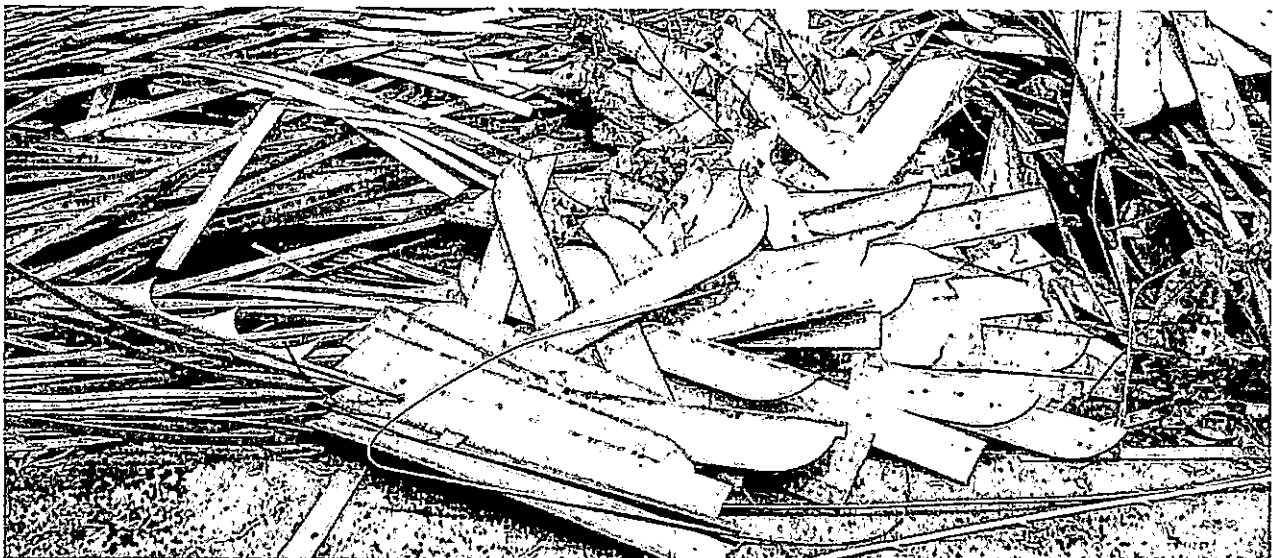
## A. Price Bid Format

Sl No	Description	UOM	Quantity	Basic Price (Rs)	
				In figures	In words
1	SS Off Cuts	MT	300		

## Note

- GST and TCS will be charged extra as applicable.
- The bidder should submit all relevant details i.e. Phone number, e-mail ID, GST No, PAN etc.
- Every bits and pieces of the material has to be lifted on "As and Where Basis", selective lifting will not be entertained.
- The Bidder must submit the bank mandate along with the tender documents.
- The company representative should carry the authorization letter or else they may not be allowed to witness the opening of tender.

## B. Photograph



For SAIL RITES Bengal Wagon Industry Pvt. Ltd.

*Navneet Kr. Jha*  
 (Navneet Kr. Jha)  
 DGM/Purchase  
 18/09/2024

(Signature of Bidder)

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

I ..... (Name and Designation) appointed as the attorney/authorized signatory of the bidder (including its constituents) M/s ..... (Hereinafter called the bidder) for the purpose of the Tender Documents for ..... as per the Tender No. SRBWIPL/SS Off Cuts/24-25/02, Date 18.09.2024 (SAIL RITES Bengal Wagon Industry Pvt. Ltd.), do hereby solemnly affirm and state on 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 the 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 the awarding 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.

 18/09/2024

Place:  
Date:

SEAL AND SIGNATURE OF  
THE BIDDER

(Signature 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 SELLER", 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.

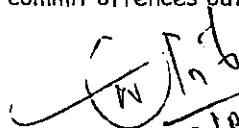
**Section 1 - Commitments of the Principal**

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 tendered 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.

(Signature of Bidder)

  
18/09/2024

### **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.

(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 tender process or 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 in 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.

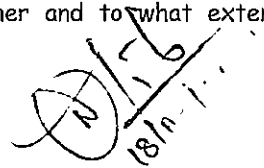
### **Section 8 – External Independent Monitor/ Monitors**

(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.

(Signature of Bidder)



- (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) The 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. \_\_\_\_\_



(Signature of Bidder)

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

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

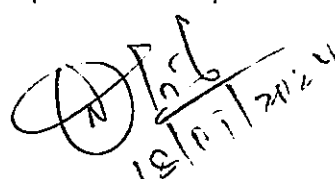
Dear Sir/Madam,

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]



(Signature and Stamp of the Bidder)

Bidder Name:

Address:

(Signature of Bidder)