EXPRESSION OF INTEREST

EOI NO. : BCL/EOI/Repair Coach/20-21 /2 (R) Dated 15.01.2020

Expressions of Interest are invited from capable vendors for empanelment & execution of Camping Coach Conversion / Refurbishment of different types of Coaches at the facilities of Braithwaite OR of zonal Railways, anywhere in India, as per EOI conditions.

Interested parties should submit the offer against this EOI to Dy. Manager (Pur), Braithwaite & Co. Limited, 5, Hide Road, Kolkata-700043 within 04.02.2020 at 14.30 hours. The sealed offers should be submitted in tender box no. 1. The offer shall be opened on 04.02.2020 at 15.00 hours on the same day. Bidders may depute their authorized representative for witnessing the names of the responding parties during opening of offers.

The Offer to be submitted shall be in Two Parts i.e. One Part containing covering letter with credentials/documents as required and the Other Part containing offered Price i.e. Schedule of fees. The two parts shall be in separately sealed envelopes which shall be placed in a third envelope. All envelopes shall bear EOI No., Job Description & due date clearly written on the same.

Price Parts for the qualified bidders shall be opened at a later date in presence of those bidders for which the date of opening shall be intimated.

Any query regarding job requirements may be clarified with prior appointment from Project Department, Braithwaite & Co. Ltd, 5, Hide Road, Kolkata, before submission of bid against this EOI. No claim shall be entertained afterwards.

A.0 INTENTION OF EOI:

Braithwaite & Co. Ltd., (BCL) intends to empanel contractors for carrying out Camping Coach Conversion / Refurbishment of different types of Coaches at the facilities of Braithwaite / Indian Railways, anywhere in India. For this purpose, the subject Expression of Interest (EOI) is invited, against 3 Categories Viz., (1) work value less than Rs. 20 Crores, 2) work value between Rs. 20 Crore to less than 50 Crores, and 3) Work Value above Rs. 50 Crores.
For each specific job upcoming in future, fresh price bid shall be solicited from among the empanelled vendors of that category, in order to select the successful vendor. While offering for the upcoming jobs, the empanelled vendor should offer a "percentage of order value to be retained by BCL", which cannot be less than the ‘percentage of order value to be retained by BCL’ offered by them in this EOI.

B.0 CONTENTS OF EOI

1. Annexure – I : Scope of Work
2. Annexure – II :Instruction to Bidders
3. Annexure – III :Special Conditions of the Contract
4. Annexure – IV :Price Format

EOI Document can be obtained from Purchase Deptt., Braithwaite & Co. Ltd., 5, Hide Road, Kolkata-700043 during working hours. EOI document can also be downloaded from our website www.braithwaiteindia.com.

Please arrange to submit your competitive offer within the due date.

Thanking you,

Yours faithfully

For Braithwaite & Company Limited

Enclo: - As stated.
SCOPE OF WORK

1.1 The successful bidder will be solely responsible to execute the order of Camping Coach Conversion / Refurbishment of different types of Coaches at the facilities of Braithwaite /zonal Railways, anywhere in India to the entire satisfaction of BCL / it’s customer for the job which will include:

a) Deployment of sufficient number of manpower to meet the completion schedule of the order placed by BCL Customer at site.

b) Deployment of all machineries and equipments including tools and tackles for completing the Conversion / Refurbishment / of Coaches as per schedule.

c) To provide all consumables like, electrodes, paints, cutting gases etc. required for carrying out the repair work at bidder’s own cost and risk.

d) Supply of all materials required vide the job specification such as Steel, Plate, coach fittings, equipments, upholstery items, beds, utensils, Electrical items, buy out items, Structural steel, as well as supply of fabricated items that are not usually fabricated at site.

e) Supply of tentative bought out items required for Conversion / Refurbishment / of Coaches as per Annexure-IB.

f) Any other activities required as per terms and conditions of the Railway’s / BCL Customer’s contract.

1.2 The job may also involve upgradation / rehabilitation of coaches at facilities of BCL / Railways anywhere in India. Contractor shall be required to execute such jobs as per general scope as above.

2. To coordinate with other statutory authorities for compliance of statutory requirement in respect of Taxes / Duties/ Levies whether Central / State / Local including Labour laws during execution of the job.

3. Any / all other expenses incurred during execution of the job will be borne by the successful bidder and BCL will not be responsible for the same.

___________________________________
Signature of the Bidder with date and Seal
Tentative Schedule of work for Camping Coach Conversion

a) Dismantling of all internal mechanical & electrical items

b) Conversion work as per given drawing or schedule

c) Supply & fitment of internal structural modification item, side wall panels, partitions, seats etc, decorative fittings

d) Lavatory refurbishment

e) Kitchen refurbishment

f) Stores refurbishment

g) Refurbishing work shall include providing roof ceiling (false ceiling), removal of casting beds & relocating them in new locations with / without replacement, flooring work, upholstery, granite / marble topping on cooking platforms, modification of water tanks, provision of exhaust fans, refurbishment of bathrooms with new fittings, replacement of toilets, incorporation of cabinet / rakes in store sections, underslung boxes for storing heavy spares, boxes for empty drums, hydraulic hose etc, reshaping of doors, windows with new rain sheds & curtains

h) Re-electrification with / without replacing battery blocks, installation of self-generating equipment, alternator, new battery charger, lights, fans etc

i) Camp coach may have to be provided with amenities like Fire Extinguisher, Double Cylinder Gas connection, Multiburner LPG stoves, RO / similar water purifier, Fridge, Kitchen / Dining utensils, TV, Air conditioner etc.

Above list is tentative to give an indication of the job & supply involved.
INSTRUCTION TO BIDDERS

1.0. MODE OF SUBMISSION OF OFFER

1.1. Offer shall be submitted in two parts (Part – I: Techno-Commercial Bid and Part – II : Price Bid ) each in separate sealed envelopes.

1.2. Both the envelopes to be placed in third envelope and EOI No., Due Date & Time shall be superscribed on each envelope.

1.3. Envelopes shall be addressed to Dy. Manager (Purchase) Braithwaite & Co. Ltd., 5, Hide Road. Kolkata – 700043.

2.0. CONTENT OF BIDS

2.1. Techno Commercial Bid shall contain the following :

   a) Documentary evidence in support of qualifying requirement.
   b) P. F., ESI & GST registration certificate.
   c) Trade License from concerned authorities.
   d) PAN
   e) Scope of Work, Instruction to Bidders and Special Terms and Conditions duly signed by the bidder on each page as a token of acceptance in to-to are to be returned with Techno Commercial Bid.

2.2. Price Bid shall contain the following :-

   a) Price Format duly filled and signed

3.0. RATES

3.1. Rate shall be quoted in percentage of the ordered value which will be passed on to BCL.

3.2. The percentage of order value to be claimed by the successful bidder will include all taxes and duties applicable.

3.3. Railway will deduct the cost of released Scrap/non-usable items from the total cost of work against the bill per coach or the rate with Rlys may be finalized after taking credit on scrap/non-usable items. The scrap / non-usable items generated during work will be handed over to the successful bidder for disposal. Bidder should quote rate taking into consideration of this aspect.

   However, the stipulation in this regard will depend upon the order to be issued by BCL’s customer on BCL. Hence, bidder while furnishing final rate at a later date, shall consider the matter accordingly.

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4.0. QUALIFYING REQUIREMENT:

The bidder shall meet the following conditions of category-wise eligibility and submit the relevant documents along with Techno commercial Bid: An agency can be considered against multiple categories if they are eligible against each such category.

Financial Eligibility:

The bidder should have average annual turnover of Rs. XYZ lakhs during last three years ending on 31.03.2019. Bidder must have earned net profit in any of the last three years ending on 31.03.2019 and should have positive net worth as on 31.03.2019.

Audited Balance Sheet and Profit & Loss accounts for last three financial years ending 31.03.2019 need to be submitted in support of above requirement.

Technical Eligibility:

1. Experience of having successfully executed/executing similar works (defined below) during last 07 (seven) years ending on 31.12.2019 fulfilling any of the following criteria.

Three similar executed works each costing not less than Rs. X lakhs OR executed three similar works of quantity not less than A Nos. Coaches or Rolling Stocks against each such job.

OR

Two similar executed works each costing not less than Rs. Y lakh OR executed two similar works of quantity not less than B Nos. Coaches or Rolling Stocks against each such job.

OR

One similar executed work costing not less than Rs. Z lakh OR executed one similar work of quantity not less than C Nos. Coaches or Rolling Stocks against such job.

Value of XYZ, A, B, C, X, Y, Z are given in below table.

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>XYZ</th>
<th>A</th>
<th>B</th>
<th>C</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>6</td>
<td>40</td>
<td>64</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>15</td>
<td>80</td>
<td>160</td>
<td></td>
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<tr>
<td>3</td>
<td>24</td>
<td>128</td>
<td>256</td>
<td></td>
</tr>
</tbody>
</table>

Note:

Category 1: Less than Rs 20 Crores
Category 2: Rs 20 Crores to Less than Rs 50 Crores
Category 3: Above Rs 50 Crores

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The term “similar works” means works of following nature:

a) Stripping or repairs or fitment of Seats berths, interior panels, PVC flooring, etc in Railway Coaches.

b) Manufacture of Newly Built Railway Rolling Stocks

b) Repairing / Refurbishment of Railway Rolling Stocks

d) Camping Coach jobs for Railways

The bidder should submit copies of Work Order / Purchase order & completion certificates / documents that the bidder has successfully executed the job and fulfilling the above technical eligibility condition. In case of running order, jobs executed till 31.12.2019 shall be considered.

2. The bidder should have registration with PF, ESIC & GST. Copies of the same are to be enclosed with the Techno- commercial Bid.

5.0. TERMS & CONDITIONS

5.1. Bidder’s quoted rate against this EOI will be the minimum which is to be passed on to BCL. However, the actual percentage of the order value to be retained by BCL will be decided after taking another price bid from the empanelled bidders for obtaining competitive rate on case to case basis and such quoted rates of the bidders should not be less than the rates quoted against this EOI.

5.2. Payment Terms: - All payments shall be released after receipt of corresponding payments from BCL’s customer. The deductions to be made from BCL’s bills by its customer shall be applicable to the bidder. Stage payments as will be permitted in the contract between BCL & its customer shall generally be considered except for Advance payments. Bills to be submitted by the successful bidder should contain relevant documents. Bills should be GST compliant.

5.3. Income Tax: - Income Tax, as applicable, will be deducted at the prevailing rates from the bill of contractor and any increase in Income Tax or Surcharge thereto will be borne by Contractor.

5.4. METHOD OF SELECTION & AWARD: - Price Bid of the technically qualified bidders will be opened at a later date. Based on the highest percentage rate quoted by a bidder, the party will be empanelled. Such highest rate will be offered to other technically qualified bidders for their acceptance and if accepted by the bidders, they will also be empanelled. Upon receipt of jobs from customers of BCL, BCL will consider placement of orders on the bidders at the discretion of BCL. Bidders should note that Bidders quoted rate against this EOI will be the minimum which is to be passed on to BCL. However, the actual percentage of the order value to be retained by BCL will be decided after taking another price bid from the empanelled bidders for obtaining competitive rate on case to case basis and such quoted rates of the bidders should not be less than the rates quoted against this EOI.

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5.5. **SECURITY DEPOSIT**

(a) For due fulfilment of the contractual obligations, the successful bidder shall furnish Security Deposit in the form of Bank Guarantee / Demand Draft / Pay Order for a sum equal to 5% of the contract value within 15 days from the date of issue of the Purchase Order.

In case of submission of Bank Guarantee, the same shall be verified by BCL from the concerned issuing bank. The Security Deposit shall remain valid till Warranty / Guarantee period. In case security deposit is not submitted within 15 days from the date of issue of P.O, the release of security deposit will be after taking into account of the corresponding period of delay in submission of the same even though the warranty / guarantee period expires.

(b) Security Deposit may also be built up by deducting the amount proportionately from each bill of the contractor on their request. However, 50% of the total amount of the Security Deposit is to be deposited by the successful bidder on receipt of Purchase Order. Balance 50% may be recovered from running bill. This option of security deposit submission if availed, there shall be no change afterwards.

(c) Security Deposit may be waived for SSI, NSIC, MSME units, RDSO and DGS & D registered bidders and PSUs.

(d) Security Deposit will be returned only on completion of contractor’s obligations under the contract including any warranty obligation or specified in the contract.

5.6. **PERFORMANCE GUARANTEE:**

The contractor shall have to submit Performance Bank Guarantee for 5% of Order value, as per format to be provided by BCL, within 15 days from date of issue of Purchase Order. In respect of vendors being NSIC, MSME units, SSI, DGS & D, RDSO registered or PSU qualifying for exemption of submission of security deposit, Performance Bank Guarantee for 5% of order value is to be submitted by them. The Performance Bank Guarantee shall remain valid up to the warranty period.

The Security Deposit, if submitted, may be converted to Performance Guarantee. The contractors who will submit Security Deposit, no performance Bank Guarantee is required to be submitted by them in such case. Contractors may opt submission of PBG or S.D. as suits to them.

Contractors are responsible for the quality of the materials, workmanship, smooth operation etc. During the Guarantee period, if any defect is detected for supply item or poor workmanship, the agency is responsible for replacement of defective component or repairing of wagon wherever applicable, within 2 weeks from the date of receipt of intimation at free of cost.

**NOTE:**

(1) In case Security Deposit / Performance Guarantee is not submitted in time, a penalty of 1.5% of value of SD/PBG per month or per thereof will be applicable for the delay period which will be deducted from party’s bills.

(2) MSE vendors may opt for submission of S.D. or PBG as per their choice.
5.7. **Compliance of 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) Contract Labour (Regulation & Abolition) Act 1970 Contract Rules 1971 (b) Payment of Bonus Act 1948 (c) ESI Act 1948 (d) Workmen Compensation Act 1923 (e) Factory Act 1948 and (f) Central Minimum Wages Act 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.

The Contractor is to abide by the provisions of Payment of Wages act & Minimum Wages act in terms of clause no 54 & 55 of Indian Railways General Condition of Contract. In order to ensure the same, an application has been developed & hosted on website www.shramikkalyan.indianrailways.gov.in. Contractor shall register his firm / Company etc and upload requisite details of labour and their payment in this portal. These details shall be available in public domain. The Registration / updation of Portal shall be done as under:

(a) Contractor shall apply for online registration of his company / firm etc in the Shramik kalyan portal with requisite details subsequent to issue of Letter of Acceptance. Engineer shall approve the Contractor’s registration on the portal within 7 days of receipt of such request.

(b) Contractor once approved by any Engineer, can create password with login ID (PAN No) for subsequent use of Portal for all LoAs issued in his favour.

(c) The Contractor once registered on the portal, shall provide details of his Letter of Acceptance (LoA) / Contract Agreements on shramik kalyan portal within 15 days of issue of any LoA for approval of concerned Engineer. Engineer shall update (if required) and approve the details of LoA filled by contractor within 7 days of receipt of such request.

While processing payment of any “On Account Bill” or “Final Bill” or release of “Advances” or “Performance Guarantee / Security Deposit”, contractor shall submit a certificate to the Engineer or Engineer’s representatives that “I have uploaded the correct details of contract labours engaged in connection with this contract and payments made to them during the wage period in Railway’s Shramik kalyan portal at www.shramikkalyan.indianrailways.gov.in.

5.8. **Arbitration** - All questions, disputes or differences whatsoever arising between the BCL 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. Chairman & Managing Director of BCL shall have the right and authority to appoint an Arbitrator who is not connected with either the party in any way. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

Such a reference submitted to the Arbitrator shall be deemed to be the submission to the Arbitrator within the meaning of the Arbitration and conciliation Act. 1996 statutory modification thereof. The proceedings of the Arbitration shall be held in Kolkata.

Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.
5.9. **Warranty:** The warranty / guarantee conditions shall be as per such conditions to be given to BCL by BCL’s customer. The obligations of the contractor in this regard will be discharged after release of BCL’s corresponding obligation from its customer.

5.10. **Validity of Empanelment:** The empanelment against this EOI shall remain valid for 2(Two) years from the date of empanelment. BCL reserves the right to extend the period of validity for further one year subject to satisfactory performance. Bidder’s quoted rate against this EOI should remain valid till such time.

6.0. No e-mail / FAX quotation will be accepted.

7.0. Bidders sending offer by post will do so, solely on their own risk and BCL will not be responsible for any loss in transit or postal delay.

8.0. Incomplete offer or offers submitted with condition(s) at variance with Special as well as General terms & conditions / instruction to bidders of this tender are liable to be rejected summarily.

9.0. In the event of BCL’s office remaining closed on the day of opening of the tender for any unforeseen reason, the tender shall be received up to 2.30 P.M. on the next working day of Braithwaite & Co. Ltd. and will be opened at 3.00 P.M. thereafter in presence of such bidder who may like to be present.

10.0. The successful bidder (i.e. contractor) should strictly abide by rules, regulations, and instructions issued from time to time in respect of all matters.

11.0. The safety of men and material will be sole responsibility of the contractor and BCL shall in no way be held liable for any damage or loss to the property or injury to the men of the contractor to any third party including the same of BCL’s customer. Contractor to take all the measures in respect of compliance of all safety & statutory requirements.

12.0. The contractor shall indemnify BCL against damage or loss to the property and injury to the workmen of the contractor when such damage, loss or injury is on account of any act on the part of contractor or his men.

13.0. If a contractor fails to carry out his duty to the satisfaction of BCL / its customer, it shall be open to BCL to engage other persons / contractor without any notice to the contractor and also to cancel the contract without assigning any reason and any loss or additional expenses incurred by the company will be borne by the contractor.

14.0. All records and registers under the relevant statute will be maintained by the contractor and submitted for inspection by BCL / Statutory authorities / BCL’s customer, whenever required.

15.0. 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.
16.0. It would be responsibility of the successful 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 particulars will be furnished to BCL before releasing of next payment. BCL authorities shall not entertain disputes pertaining to P.F. deduction and deposit as well as ESI, if raised by the employees of the contractors.

17.0. Each and every page of the tender document should be signed by the tenderer and returned with the Techno Commercial Bid as a token of acceptance.

18.0. Bidders on whom orders will be placed will be required to execute Integrity Pacts as per BCL’s format (enclosed in Annexure A) for effective execution of the job maintaining confidentiality.

For Braithwaite & Company Limited,

TENDERER’S SIGNATURE :...........................................
DESIGNATION :...............................................
DATE :....................................................... COMMON SEAL
## PRICE FORMAT

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Description</th>
<th>Percentage of Order Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Percentage of order value to be retained by BCL</td>
<td>In Figure</td>
</tr>
</tbody>
</table>

**Note:**

1. Bidder offering highest percentage of order value to be retained by BCL will be considered the successful bidder for empanelment.

TENDERER'S SIGNATURE : ............................................
DESIGNATION : .....................................................
DATE : ...............................................................
COMMON SEAL : .....................................................
INTEGRITY PACT DOCUMENT
(TO BE EXECUTED IN Plain Paper)

INTEGRITY PACT
Between
The Braithwaite & Co. Ltd. (BCL) 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 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 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.

(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 transgression, 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 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 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 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 that 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
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.
If the Bidder makes 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 it 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 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

(three in number depending on the size of the contract)
(to be decided by the Chairman of the Principal)

(1) The Principal appoints 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 Chairman of the Board 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 Chairman of the Board of the Principal within 8to 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 / Chairman as prevailing with Principal.
(8) If the Monitor has reported to the Chairman of the Board a substantiated suspicion of an offence under relevant Anti-
Corruption Laws of India, and the Chairman 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 Chairman of the Principal.

**Section 10 – Other provisions**

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered office of the Principal, i.e. Kolkata.

(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  For the Bidd er / Contractor
(Official Seal) (Official Seal)

Place: ___________________  Witness: 1. ______________
Date:_____________________  2. ______________
The following is an indicative list of probable items (Not Exhaustive) to be bought out for fitment in each coach. Quantities specified are also indicative only.

<table>
<thead>
<tr>
<th>SL. NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>KITCHEN</td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>Fire extinguisher</td>
<td>02 nos.</td>
</tr>
<tr>
<td>2.</td>
<td>Commercial Gas Connection with double cylinder</td>
<td>01 set</td>
</tr>
<tr>
<td>3.</td>
<td>Four burner LPG Gas stove</td>
<td>01 set</td>
</tr>
<tr>
<td>4.</td>
<td>RO+UV water purifier</td>
<td>01 no.</td>
</tr>
<tr>
<td>5.</td>
<td>Refrigerator-410 lit. capacity</td>
<td>01 no.</td>
</tr>
<tr>
<td>6.</td>
<td>Dinner set</td>
<td>01 no.</td>
</tr>
<tr>
<td>7.</td>
<td>Thermos 02 lit. cap.</td>
<td>02 nos.</td>
</tr>
<tr>
<td>8.</td>
<td>Gas Lighter</td>
<td>02 nos.</td>
</tr>
<tr>
<td>9.</td>
<td>Presser cooker 5 lit. cap</td>
<td>01 no.</td>
</tr>
<tr>
<td>10.</td>
<td>Presser cooker 3 lit. cap</td>
<td>01 no.</td>
</tr>
<tr>
<td>11.</td>
<td>Casserole 10&quot; dia.</td>
<td>04 nos.</td>
</tr>
<tr>
<td>12.</td>
<td>Bhagona Copper base as per required sizes</td>
<td>04 nos.</td>
</tr>
<tr>
<td>13.</td>
<td>Plate steel 12&quot; dia.</td>
<td>10 nos.</td>
</tr>
<tr>
<td>15.</td>
<td>Spatula (Karchhul) of various sizes</td>
<td>03 nos.</td>
</tr>
<tr>
<td>16.</td>
<td>Service spoon Big</td>
<td>03 nos.</td>
</tr>
<tr>
<td>17.</td>
<td>Service spoon small</td>
<td>03 nos.</td>
</tr>
<tr>
<td>18.</td>
<td>Service bowl big</td>
<td>03 nos.</td>
</tr>
<tr>
<td>19.</td>
<td>Gripper</td>
<td>02 nos.</td>
</tr>
<tr>
<td>20.</td>
<td>Tea mug</td>
<td>12 nos.</td>
</tr>
<tr>
<td>21.</td>
<td>Stainless Steel Spice Box</td>
<td>01 no.</td>
</tr>
<tr>
<td>22.</td>
<td>Stainless Steel Container 2 lit.</td>
<td>06 nos.</td>
</tr>
<tr>
<td>23.</td>
<td>Stainless Steel Container for Floor 15 lit.</td>
<td>01 no.</td>
</tr>
<tr>
<td>24.</td>
<td>Stainless Steel Container for Rice 15 lit.</td>
<td>01 no.</td>
</tr>
<tr>
<td>25.</td>
<td>Stainless Steel Container for water 20 lit.</td>
<td>01 no.</td>
</tr>
<tr>
<td>26.</td>
<td>Stainless Steel Bucket 15 lit.</td>
<td>01 no.</td>
</tr>
<tr>
<td>27.</td>
<td>Hot chapatti case</td>
<td>02 nos.</td>
</tr>
<tr>
<td>28.</td>
<td>Sink</td>
<td>01 no.</td>
</tr>
<tr>
<td>29.</td>
<td>Stool for work</td>
<td>02 nos.</td>
</tr>
<tr>
<td>30.</td>
<td>Tea set</td>
<td>02 nos.</td>
</tr>
<tr>
<td>31.</td>
<td>Tea Strainer (Stainless Steel)-4&quot;</td>
<td>01 no.</td>
</tr>
<tr>
<td>32.</td>
<td>Tea spoon</td>
<td>12 nos.</td>
</tr>
<tr>
<td>33.</td>
<td>Stainless Steel Utensil Stand (Wall Hanging)</td>
<td>01 no.</td>
</tr>
<tr>
<td>34.</td>
<td>Stainless Steel Sauce-Pan (Copper Base) 1 lit.</td>
<td>01 no.</td>
</tr>
<tr>
<td>35.</td>
<td>Hot plate iron (Tawa)-12&quot; with handle</td>
<td>01 no.</td>
</tr>
<tr>
<td>36.</td>
<td>Pastry Board (Chakla) 10&quot;</td>
<td>01 no.</td>
</tr>
<tr>
<td>37.</td>
<td>Pastry Roller (Belna)</td>
<td>01 no.</td>
</tr>
<tr>
<td>38.</td>
<td>Fridge water Bottle 1 lit.</td>
<td>06 no.</td>
</tr>
<tr>
<td>39.</td>
<td>Dustbin</td>
<td>1 no.</td>
</tr>
</tbody>
</table>

Contd….P/2
## B. LIVING AREA

<table>
<thead>
<tr>
<th>SL. NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>LCD/LED Television 28&quot;</td>
<td>01 no</td>
</tr>
<tr>
<td>2.</td>
<td>Satellite antenna for TV (DTH)</td>
<td>01 no</td>
</tr>
<tr>
<td>3.</td>
<td>230V AC Desert cooler</td>
<td>06 nos.</td>
</tr>
<tr>
<td>4.</td>
<td>Lap Top</td>
<td>01 no</td>
</tr>
<tr>
<td>5.</td>
<td>Foldable tubular chairs</td>
<td>06 nos.</td>
</tr>
<tr>
<td>6.</td>
<td>Folding tables- 1000 x 500 mm.</td>
<td>03 nos</td>
</tr>
<tr>
<td>7.</td>
<td>Wooden Centre Table 1000x500 mm.</td>
<td>01 no</td>
</tr>
<tr>
<td>8.</td>
<td>Radio/Audio Player</td>
<td>01 no</td>
</tr>
<tr>
<td>10.</td>
<td>Pillow cover</td>
<td>20 nos.</td>
</tr>
<tr>
<td>11.</td>
<td>Curtain</td>
<td>on each window</td>
</tr>
<tr>
<td>14.</td>
<td>Woolen Blanket (Raymond)</td>
<td>10 nos.</td>
</tr>
<tr>
<td>15.</td>
<td>Sofa</td>
<td>One 3 seater as per the space available.</td>
</tr>
<tr>
<td>16.</td>
<td>Insulated Water jug 10 lit. cap</td>
<td>02 nos.</td>
</tr>
</tbody>
</table>

## C. BATH AREA

<table>
<thead>
<tr>
<th>SL. NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Geyser 20 lit. cap.</td>
<td>01 no</td>
</tr>
<tr>
<td>2.</td>
<td>Bucket 20 lit. capacity</td>
<td>06 nos.</td>
</tr>
<tr>
<td>3.</td>
<td>Mug</td>
<td>02 nos.</td>
</tr>
<tr>
<td>4.</td>
<td>Aluminium/Stainless Steel Stool</td>
<td>02 nos.</td>
</tr>
</tbody>
</table>

## D. STORE

<table>
<thead>
<tr>
<th>SL. NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Welding set 5 KVA</td>
<td>01 no</td>
</tr>
<tr>
<td>2.</td>
<td>Water lifting pump</td>
<td>02 nos.</td>
</tr>
<tr>
<td>3.</td>
<td>Portable Drilling machine</td>
<td>01 no</td>
</tr>
<tr>
<td>4.</td>
<td>Portable grinding machine</td>
<td>01 no</td>
</tr>
<tr>
<td>5.</td>
<td>Diesel filling pump</td>
<td>01 no</td>
</tr>
<tr>
<td>6.</td>
<td>Silent DG set 10 KVA</td>
<td>01 no</td>
</tr>
<tr>
<td>7.</td>
<td>Foulding Cot (Single Bed)</td>
<td></td>
</tr>
</tbody>
</table>