

SAIL RITES BENGAL WAGON INDUSTRY PRIVATE LIMITED (SRBW IPL)

(A Joint Venture Company of SAIL and RITES)

CIN: U35200DL2010PTC211955

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

Admin OFF: Kulti, Asansol, Dist: Burdwan, Pin-713343, W.B

e-mail address: purchase.srbwipl@gmail.com

No. SRBW IPL/Open Gantry/143-B/24-25/01

Date 2nd July, 2024

Tender Document Cost: Rs 10,000

EMD: Rs 2,25,000

Sub: Open tender in two packet system for "Design, drawing, supplying, erection and commissioning of self-supported Arc Shaped Single span Truss-less Galvalume Roofing system" on existing open gantry structure on Turnkey basis at SAIL RITES Bengal Wagon Industry Private Limited, Kulti, Dist: Paschim Bardhaman, West Bengal

Last Date & Time of Submission of bid: By 12.00 PM on 23.07.2024

Date & Time for opening of technical bid: At 12.30 PM on 23.07.2024

"Sealed tenders in two packets system is invited for "Design, drawing, supplying, erection and commissioning of self-supported Arc Shaped Single span Truss-less Galvalume Roofing system" on existing Open Gantry structure on Turnkey basis at SAIL RITES Bengal Wagon Industry Private Limited, Kulti, Dist: Paschim Bardhaman, West Bengal as per tender conditions.

- i) Annexure - I : NOTICE INVITING TENDER
- ii) Annexure - II : INSTRUCTIONS TO THE BIDDER
- iii) Annexure - III : GENERAL & SPECIAL TERMS AND CONDITIONS
- iv) Annexure - IV : DETAILS OF SCOPE OF WORK AND SPECIFICATION
- v) Annexure - V : PRICE BID

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: _____


TENDERER'S SIGNATURE:

DESIGNATION:

DATE:

COMMON SEAL

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.


(Navneet Kr. Jha)
DGM/PUR
02/07/2024

NOTICE INVITING TENDER

The DGM/PUR, M/s SAIL RITES Bengal Wagon Industry Pvt. Ltd., Kulti, Dist. Paschim Bardhaman, West Bengal, Pin-713343 invites sealed tenders in two part bid system containing Part-I (Technical Bid) & Part-II (Financial Bid) from the eligible contractors and other agencies meeting the minimum qualification criteria for the said work.

Sl No	Name of work	Cost of Tender Document (Rs)	Earnest Money Deposit (Rs)	Time for Completion	Date and time of submission of bid	Date and time of opening Technical Bid
1	Design, Drawing, Supplying, Erection and Commissioning of self-supported Arc Shaped Single span Truss-less Galvalume Roofing system on existing Open Gantry structure on Turnkey basis at SAIL RITES Bengal Wagon Industry Pvt. Ltd., Kulti, Dist: Paschim Bardhaman, West Bengal	10,000	Rs 2,25,000	05 Months	12.00 PM on 23.07.2024	12.30 PM on 23.07.2024

1.0 Cost of Tender Paper Rs. 10,000 (Rupees Ten Thousand only), non-refundable, in the form of DD only in favour of **SAIL RITES Bengal Wagon Industry Private Ltd, Payable at Kulti** (validity of DD should be at least 03 months) to be submitted along with the tenders (within Technical Bid). Tender without tender fee will be summarily rejected. Tender fee may also be remitted to the following bank account.

- a) Name of the Bank : State Bank of India
- b) Branch Name & Address : SME Branch, UG Floor, Ozone Plaza, Bank More, Dhanbad.
- c) IFS Code : SBIN0006541
- d) Branch Code : 06541
- e) Account No : 37814705436

2.0 The Earnest Money/Bid Security of Rs. 2,25,000 should be deposited along with the tenders (within Technical Bid) in the form of DD only in favour of **SAIL RITES Bengal Wagon Industry Private Ltd, Payable at Kulti** (validity of DD should be at least 03 months). Tender without 'Earnest Money Deposit' will be summarily rejected. EMD may also be remitted to the following bank account.

- a) Name of the Bank : State Bank of India
- b) Branch Name & Address : SME Branch, UG Floor, Ozone Plaza, Bank More, Dhanbad.
- c) IFS Code : SBIN0006541
- d) Branch Code : 06541
- e) Account No : 37814705436

3.0 The units registered with SSI, NSIC, MSME, registered Cooperative Society may be exempted from submission of EMD / Bid Security on the production of documentary evidence.

If the bid security is exempted for any bidder then the Bid Security Declaration as per the format specified in Annexure "A" should be submitted.

4.0 Eligibility Criteria:

4.1 Technical Eligibility Criteria:

Contractors who fulfill the following requirements shall be considered as technically eligible bidder: -

Design, drawing and erection of Truss-less/Trussed Roofing system during the FY (17-18, 18-19, 19-20, 20-21, 21-22, 22-23 & 23-24). Documentary evidence such as work order, completion certificate etc. should be submitted with the technical bid.

i) Should have completed in last seven financial years at least three similar works of minimum value of Rs 59.93 lacs each.

Or

ii) Should have completed in last seven financial years at least two similar works of minimum value of Rs 74.91 lacs each.

Or

iii) Should have completed in last seven financial years at least one similar single work of minimum value of Rs 119.86 lacs.

(Handwritten signature and date)
02/07/2024

4.2 Financial Eligibility Criteria:

The average turnover of the tenderer during the financial years (2020-21, 2021-22 & 2022-23) should be a minimum of Rs. 44.95 lacs.

The tenderer has to submit self-certified audited balance sheet, Profit & loss and Trading account statement for the financial years (2020-21, 2021-22 & 2022-23)

5.0 Terms and Conditions:

- i) The tenderer should provide the following details with documentary evidence: -
 - (a) List of similar works completed in last Seven financial years, giving description of works, organization for whom executed, approximate value of the contract at the time of award, date of award & date of schedule for completion of work. The date of actual start, actual completion & final value of the contract should also to be given.
 - (b) List of similar works on hand indicating the description of work, date of award, contract value and approximate value of balance work yet to be done.
- ii) The tenderer shall visit and inspect the site and obtain all information on his own responsibility and at own cost, which may be necessary for the purpose of quoting and submitting the tender. No excuse or ignorance as to site conditions and local information shall be accepted after awarding of the contract. All costs, charges & expenses that may be incurred in connection with the preparation of his tender shall be borne by tenderer and the company accepts no liability whatsoever therefore. Failure by the tenderer to have done all the things, which by his condition he is deemed to have done shall not relieve the successful tenderer of the responsibility for satisfactory completion of the work as required. If there is any clarification required, the tenderer shall submit the queries in writing 03 (Three) days before the last date & time of submission of the tender, to the DGM/PUR/SRBWIPL (Email Id: purchase.srbwipl@gmail.com).
- iii) Access to the site will be granted, if necessary, to the tendered by prior permission of the DGM/PUR.
- iv) The time for completion of work is 4(Four Months) Months & will be reckoned from the 15th day from the date of issue of Work Order or handing over of site, whichever is earlier.
- v) EMD of the requisite amount as mentioned in NIT in favour of SAIL RITES Bengal Wagon Industry Private Ltd in the form of a Demand Draft only from any Nationalized Bank payable at Kulti should be enclosed within the Technical Bid. Validity of DD should be at least 90 days from date of publication of NIT. Any tender received without requisite Earnest Money in the form as mentioned above shall be summarily rejected and treated as cancelled. The Earnest Money received shall be refunded to the unsuccessful bidders without any interest upon executing the Contract Agreement by the successful tenderer.
- vi) Earnest Money Deposit (EMD) of the successful tenderer shall be retained and converted as part of the Security Deposit.
- vii) Earnest Money Deposit (EMD) will be forfeited in the following cases -
 - a. If the tenderer withdraws / modifies his tender during the period of Bid Validity.
 - b. If the tenderer does not accept the correction of arithmetical errors of his tender.
 - c. If the tenderer after the awarding of work, does not start the work within the stipulated time period as per Letter of Acceptance / Work Order.
- viii) Completion certificate issued by Competent Authority will only be considered as credential.


TENDERER'S SIGNATURE:

DESIGNATION:

DATE:

COMMON SEAL

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.


02/07/2024
(Navneet Kr. Jha)
DGM/PUR

INSTRUCTIONS TO THE BIDDER

SUBMISSION OF BID: The bids shall be submitted in two parts in two separate sealed envelopes:

- i) Complete technical bid will comprise of:
 - a) Tender document fees of Rs. 10,000.
 - b) EMD of Rs 2,25,000.
 - c) Bid without tender document fees and EMD would be summarily rejected except for the exempted bidder.
 - d) Statutory registration documents like PAN, GST Registration certificate etc.
 - e) All rates, amounts & sums shall have to be quoted in indelible ink and written both in figures and words. If the rate quoted in words does not tally with the rate quoted in figures then the rate which corresponds to the lesser amount shall be considered.
 - f) Any overwriting / correction / applying correction fluid shall be avoided and in case any correction is made the same must be initialized and stamped.
 - g) Tender must be submitted with the rates for all the items of work involved and any incomplete tender will not be considered. The items for which the rates are not quoted will be considered as 'Zero' & the agency shall complete that item of work without any claim.
 - h) No alteration shall be made by the tenderer in the tender and no conditional tender will be entertained. Tender with split rate will not be considered.
 - i) The bid shall remain valid for a period of 90 days from the date of opening of the bid. If before expiry of the validity period or issue of work order, whichever is earlier, the bidder amends / modifies / withdraws his bid, making unacceptable to the institute, then the Earnest Money Deposit shall be liable to forfeiture at the option of the Institute.
 - j) The Rates quoted by the tenderer should be inclusive of freight, cost for loading & unloading. The quoted rate must hold good till the completion of work and shall not be subjected to escalation due to increase in local market rates of materials and labour. No claim on this account what so ever shall be entertained at any stage including the extended period, if any. Applicable GST will be reimbursed by M/s SRBWIPL as per HSN code declared by Govt. of India during billing.
 - k) The tenderer shall have to submit copies of valid PAN, Income tax, GST & other statutory tax clearance Certificates along with the tender. The original copies of these Certificates will have to be produced when demanded for verification.
 - l) Each page of the bid document shall have to be signed and stamped by the Bidder / Authorised Signatory before submission. The bidders have to submit the tender documents and correspondences accompanying the tender with proper sign and stamp on each page along with the bid. The person / officer signing the tender / bid should be delegated with an appropriate Power of Attorney (duly endorsed by a Notary Public) by the Owner / Proprietor / Partner / CEO / MD / Director of the company to sign such documents.
 - m) The Intending bidders will have to produce documentary evidence in original in support of their credentials before the competent authority whenever demanded for verification. If any information furnished by the bidder is found as false / fabricated then his bid will be rejected and treated as cancelled, even if the same is detected at any stage after signing of the contract and would lead to termination of the contract besides forfeiture of Earnest Money Deposit (EMD) and liabilities towards prosecution under appropriate law. In such cases the bidder / tenderer will be debarred from participation in future tendering process for next 03 (Three) years.
 - n) Should there be any doubt or obscurity as to the meaning of any of the tender documents or if any further information is required, the tenderer must address his enquiry in writing in duplicate to Dy. General Manger/PUR of SAIL RITES Bengal Wagon Industry Pvt Ltd (e-mail: purchase.srbwipl@gmail.com). Such enquiries must be submitted not later than 03 (Three) working days before the last date fixed for submission of the tenders.
 - o) Tenders that are received after the date and time specified will not be considered.
 - p) The Technical Bid of tender will be opened on the specified date and time of opening at the M/s SRBWIPL, Kulti in the presence of bidders / tenderers or their Authorised representatives (with proper authorization letter from Owner/Proprietor/Partner/CEO/MD/Director of the company mentioning Name, Address and designation of the person being authorised).
 - q) Date and time of opening of Price Bid will be informed to the Technically Qualified Bidders and will be opened at the M/s SRBWIPL, Kulti in the presence of bidders / tenderers or their Authorised representatives (with proper authorization letter from owner/Proprietor/Partner/CEO/MD/Director of the company mentioning Name, Address and designation of the person being authorised).
 - r) The Company reserves the right to accept or reject any or all the offer including the lowest without assigning any reason. The Institute does not bind itself to accept the lowest offer.

126
02/07/2024

- s) **SECURITY DEPOSIT:** For due fulfillment of the contractual obligations, the successful bidder shall furnish a Security Deposit in the form of a Bank Guarantee / Demand Draft / Pay Order for a sum equal to 5% of the contract value within 15 days from the date of issue/receipt of the Purchase Order. The Security Deposit shall remain valid till the defect liability period. In case the security deposit is not submitted within 15 days from the date of issue of P.O., the release of the security deposit will be after considering of the corresponding period of delay in submission of the same even though the defect liability period expires.

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 the purchase order. Balance 50% may be recovered from the bills. This option of security deposit submission if availed, there shall be no change afterwards.

Security Deposit may be waived for SSI, NSIC, MSME units, registered cooperative society.

Security Deposit will be returned only on completion of the contractor's obligations under the contract including any obligation as specified in the contract.

- t) **PERFORMANCE GUARANTEE:** The contractor shall have to submit Performance Guarantee @ 5% of the order value, within 15 days from the date of issuing of the purchase order. In respect of vendors being NSIC, MSME units, SSI, registered cooperative society qualifying for exemption in submission of the security deposit, a performance guarantee @ 5% of the order value is to be submitted by them.

The SD if submitted may be converted to PG. The contractor who will submit SD need not submit PG separately.

The PG will remain valid up to the defect liability period. The contractor will be responsible for the quality of the materials, workmanship, smooth operation etc. During the defect liability period, if any defect is detected then the agency will be responsible for the replacement of the defective components within two weeks from the date of receipt of intimation and not extra amount will be paid for the same.

The company (SRBWIPL) shall be entitled and lawful on its part to forfeit the said SD/PG in whole or in part in the event of any default, failure or neglect on the part of the Supplier 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 SD/PG for 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 Supplier in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Supplier to maintain the said SD/PG 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.

On due performance and completion of the defect liability period the SD/PG may be returned without any interest on certification of the concerned department.

NOTE: (1) In case the SD/PG is not submitted in time, a penalty @ 1.5% of the value of SD/PG per month or part thereof will be charged for the delay period which will be deducted from the party's bills.

- u) The quantities indicated are approximate and may vary at the time of execution. The company will exercise absolute discretion for operating all or some items of the schedule.
- v) Contractor has to remove all the debris from the site of execution and dispose them at suitable places shown by the Engineer or his authorised representative at site.
- w) All temporary arrangements, staging, working platforms etc. is to be provided by the tenderer at his own expense to the satisfaction of the Engineer-in-Charge. The Institute will not however, be liable to pay any compensation due to accident, injury to the contractor's work men or any account what-so-ever.
- x) Steel to be supplied and used should be from approved manufacturers. Steel from manufacturers other than approved make / re-rolled steel will not be acceptable. The consumption of steel will be regulated as per bar bending schedule and drawing to the contractor and/or as directed by Engineer-in-charge.

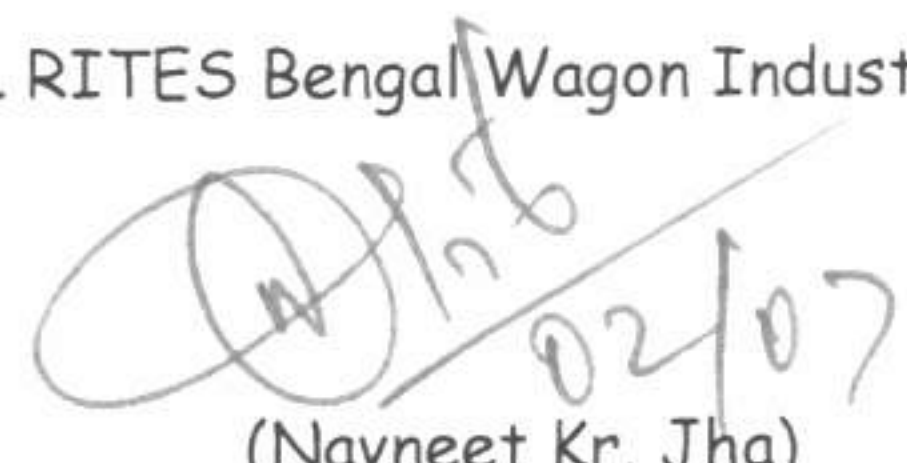
TENDERER'S SIGNATURE:

DESIGNATION:

DATE:

COMMON SEAL

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.


(Navneet Kr. Jha)
DGM/PUR

GENERAL AND SPECIAL CONDITIONS OF THE CONTRACT

- 1.0 GENERAL:** Contractor shall engage workmen having sufficient experience.
- 2.0 CONTRACTOR'S RESPONSIBILITY**
- 2.1 Execute the Works in accordance with the Contract Awarder's requirements as may be documented in drawings, schedules, diagrams and specifications, to be approved by M/s SRBWIPL. The job is to be done as per relevant IS codes. Wherever these are silent, the construction and completion of works shall conform to sound engineering practice as approved by the Engineer-In-Charge. In case of any dispute arises out of the interpretation of the above, the decision of the Engineer-In-Charge shall be final and binding to the contractor.
- 2.2 Provision of managers, engineers, supervisors, foremen, construction workers, skilled and unskilled labour and other personnel necessary or appropriate for the completion of the Works Irrespective of rates quoted by the bidder, the contractor shall be solely responsible for payment of *Minimum Wages* as stipulated by the West Bengal Government from time to time.
- 2.3 Unloading of the all-construction material at site.
- 2.4 Fabrication, erection and commissioning of the structure including arrangement of all manpower, material, material handling equipment and facilities required for the same,
- 2.5 All other facilities required for Fabrication, erection & commissioning.
- 2.6 Proper training to the maintenance staff of M/s SRBWIPL for schedule maintenance procedure.
- 3.0 SRBWIPL's RESPONSIBILITY**
- 3.1 Providing electric power from existing points and compressed air as required.
- 3.2 Providing EOT cranes.
- 4.0 COMPLIANCE TO THE STATUTORY LAWS & RULES BY CONTRACTOR:** The contractor should comply with the provisions of laws & rules in force from time to time which will apply to the contract workmen such as:
- Contract Labour (Regulation and Abolition) Act 1970 & Contract Rules.
 - Payment of Bonus Act, 1948.
 - Payment of Gratuity Act, 1972
 - ESI Act, 1948
 - Workmen Compensation Act, 1923
 - Factory Act, 1948
 - West Bengal Minimum Wages Act
 - Employee's Provident Fund & Misc Provision Act, 1952.
 - Provisions of all other statutory labour legislation now in force and also that may be introduced in future and keep SRBWIPL indemnified from any claim which may arise by reasons of Contractor's default either wilfully or by ignorance.
- 5.0 SUBMISSION OF QAP, STRUCTURAL DRAWING AND INSPECTION:** QAP to be submitted for approval from SRBWIPL before the start of job. Before starting of the work contractor should also submit the details of structural drawings along with structural analysis duly proof checked by RITES Ltd. and the necessary fees for the proof checking to be borne by the contractor. The final inspection will be done jointly during the commissioning stage by the firm's representative, SRBWIPL Representative and RITES Representative as a third-party inspector. The inspection charge by RITES has to be borne by the contractor.
- 6.0 SHORT CLOSURE OF THE ORDER:** SRBWIPL Management reserves the right to short close the order by giving one month notice to the Contractor if the performance of the contractor found un-satisfactory.
- 7.0 TECHNICAL LITERATURE:** The successful bidders shall furnish 04 copies of structural drawings giving the part list Number of each component and assembly drawings, maintenance guide before the start of work.
- 8.0 DEFECTS LIABILITY PERIOD:** The defect liability period will be for a period of 36 months which will be reckoned from the date(s) of completion upon the completion of the physical works, erection and commissioning of the complete works by the contractor.
- During the defect liability period if any defect is detected then the contractor will have to repair it and the cost of repair will be borne by the supplier. If the contractor fails/denies to repair it then SRBWIPL will have the right to repair it and the cost incurred will be deducted from the PG.
- 9.0 PAYMENT TERMS**
- 1% of the contract value will be paid after submission of detailed design and drawing along with the bill of materials duly proof checked by RITES Ltd.
 - 30% payment to be released after receipt of material at site as per BOM.
 - 20% payment will be released after completion of structural modification for laying truss less roof.
 - 20% payment will be released after laying of roof on the modified structure.
 - 20% payment will be released after painting of the structures and roofing.
 - 4% payment will be released after joint inspection and commissioning by contractor SRBWIPL representative/s and representative of RITES Ltd as a third-party inspecting agency.
 - 5% payment will be released after the submission of the performance guarantee.

- 10.0 **STOPPAGE OF WORK:** Stoppage of work without prior notice is not admissible. However, in the event of any emergency or any reason beyond the control of SRBWIPL and in case SRBWIPL feels necessary, it may suspend or stop the work for a certain period without any compensation.
- 11.0 **ARBITRATION:** 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 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 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.
- 12.0 **JURISDICTION:**
- i) The contract shall be deemed to have been entered into at KOLKATA and all courses of action relating to the contract will thus be deemed to have been arising only within the jurisdiction of Kolkata High Court, West Bengal, India.
 - ii) The SRBWIPL 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.
 - ii) Past supply performance of the supplier will be taken into consideration at the time of finalising the order. SRBWIPL management reserves the right to ignore the offer of the bidders whose past performance is not satisfactory.
 - iii) In case the offer is not accepted by SRBWIPL, the tenderer shall not be entitled to claim any cost, charges, expenses made for submission of offer.
 - iv) All other terms and conditions of the contract will be as per the General terms and conditions for supply / purchase (1974).
- 13.0 **FORCE MAJEURE:** In the event of any unforeseen event directly interfering with the execution of works, arising during the currency of the contract, such as insurrection, restraint imposed by the government act of legislative or other authority, war, fire, floods, explosions, epidemics, quarantine restriction, strikes, lockout or acts of God the contractor shall within a week from the commencement thereof notify the same in writing to the SRBWIPLs with reasonable evidence thereof. If the force majeure condition mentioned above be in force for a period of 120 days or more at any times, the SRBWIPL shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days notice to the contractor in writing. In case of such termination, no damage shall be claimed by either party against the other, save and except those, which had occurred under any other clause of the contract prior to such termination.
- 14.0 **EVALUATION OF THE OFFERS:** Interse position of the bidders will be decided based on the Grand total cost as per Price bid annexed with the tender.
- 15.0 **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.
- 16.0 **CONTRACT PERIOD:**
- 16.1 The contract will be valid for 5 months from the date of the work order. The contractor must earmark a coordinator for liaising with SRBWIPL.
 - 16.2 The bidder has to strictly adhere to the contract period and the work must be completed in time. The contract period may be extended as per the discretion of the competent authority.
- 17.0 **CERTIFYING AUTHORITY:** The authorized representative of the concerned department as delegated by the competent authority.
- 18.0 **INSPECTION:** Stage inspection and final inspection will be carried out by RITES Ltd. and the inspection charge will be borne by the contractor. Day to day inspection will be done by the EIC of SRBWIPL as per the approved QAP.
- 19.0 **TERMINATION OF CONTRACT AND RISK PURCHASE:** In case of unsatisfactory performance, SRBWIPL reserves the right to cancel the work order without prior notice and award the same or balance to any other agency at the risk and cost of the contractor.
- 20.0 **INDEMNITY:** The contractor shall indemnify SRBWIPL against all claims which may be made in respect of the said work for infringement of any right or Law or Act or arising out of the obligations which are under the scope of contractor. SRBWIPL shall in no way be responsible and be party in respect of any breach and / or non-fulfillment of obligations by the contractor in respect of sourcing / procurement of various materials / components etc. as well as regarding compliance of various statutory obligations for execution of the awarded job against this tender. The bidder shall give a declaration to this effect along with the techno commercial Bid.

21.0 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 the 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 per cent 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).

22.0 VALIDITY OF OFFER: The offer should remain valid for 120 (One Hundred and Twenty) days from the opening date of tender.

23.0 GST CLAUSE:

- 23.1 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.
- 23.2 The rates quoted by the Vendor/Supplier/Contractor shall be inclusive of all taxes, duties, levies and Cess except GST. Vendor/Supplier/ 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/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.
- 23.3 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.
- 23.4 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.
- 23.5 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.
- 23.6 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.
- 23.7 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 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.

- 23.8 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.
- 23.9 Vendor/Supplier/Contractor shall maintain high GST compliance rating track record at any given point of time.
- 23.10 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.
- 23.11 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.
- 23.12 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 the contractor.
- 24.0 **SAFETY:** The safety of men and material will be the sole responsibility of the contractor and in no way SRBWIPL will be held liable for any damage or loss to the property or injury to the men of the contractor. The contractor is to take all the measures in respect of compliance with all statutory and safety requirements. The workmen should be covered under insurance against any injury / accident and or death. SRBWIPL will not be responsible on this account under any circumstances. In case of coverage by ESI or Group Insurance, documentary evidence must be produced before taking up the work. The Contractor shall observe all safety rules and regulations as per requirement of the particular nature of work.
- 25.0 **OTHER TERMS & CONDITIONS:**
- 25.1 **Firm Rate:** The quoted rates shall remain FIRM during the pendency of the contract and no escalation will be allowed. The Rates quoted by the tenderer should be inclusive of freight, cost for loading & unloading. The quoted rate must hold good till the completion of work and shall not be subjected to escalation due to increase in local market rates of materials and labour. No claim on this account whatsoever shall be entertained at any stage including the extended period, if any.
- 25.2 **Execution of the contract**
- Contractor must not engage any workmen of more than 60 years of age at any point of time.
 - 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. SRBWIPL shall not be concerned with these matters in any way.
 - Standard Engineering practice and specific advice by RDSO are to be duly taken care of even if those are not specifically covered in the tender.
- 25.3 **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.
- 25.4 **Awarding of Contract:** The contract will be awarded to the technically eligible L-1 bidder only.
- 25.5 **Paying Authority:** CEO/CFO or the authorized representative of the accounts department.
- 25.6 **Income Tax:** - Income Tax will be deducted at the prevailing rates from the bill of the contractor and any increase in Income Tax or Surcharge thereto will be borne by the contractor.
- 25.7 No e-mail / FAX quotation will be accepted.
- 25.8 Tenderer 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.
- 25.9 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 rejected summarily.
- 25.10 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 12:00 Noon 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 tenderer who may like to be present.
- 25.11 Tenderer 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.
- 25.12 The tender may be withdrawn/discharged at any point of time duly recording reason thereof in writing by the Competent Authority and without assigning the reasons to the general public.

- 25.13 The corrigendum /addendum may be added with the approval of the Competent Authority before opening of the tender.
- 25.14 The tenderer (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.
- 25.15 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.
- 25.16 Contractor shall submit the bill on the letterhead only.
- 25.17 Contractor shall maintain all type of records in respect of the contract labour act.
- 25.18 Contractor shall ensure that labour is paid at least minimum wages as per notification of WB labour Commissioner.
- 25.19 SRBWIPL will recover any deduction for loss/damages if any imposed by the Railway on SRBWIPL for noncompliance and for which the contractor is responsible.
- 26.0 Damage from Accidents:** The Contractor shall take all precautions against damages from accidents, floods or tide or other forces of nature. No compensation will be allowed to the Contractor for his tools, plants, materials, machines and other equipment lost or damaged by any cause whatsoever. The SRBWIPL Administration will not pay to the Contractor any charges for rectification or repairs to any damage, which may have occurred, from any cause whatsoever, to any assets during executions. No claims in this regard will be entertained.
- 27.0 The bidders may visit the site before submitting the bid.**

TENDERER'S SIGNATURE:

DESIGNATION:

DATE:

COMMON SEAL

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.

 02/07/2024

(Navneet Kr. Jha)

DGM/PUR

DETAILS SCOPE OF WORK AND SPECIFICATION

Prospective bidders are advised to visit the site at SRBWIP, Kulti, as truss-less roofing is required to be provided on the existing open gantry columns/ pillars. No additional columns/ pillars are permitted to be erected from ground level to support the roofing shed.

1. Providing and fixing of self-supported mechanically seamed truss-less roofing shed with the following specifications: Roofing material specification including Erection & Execution: As per Report No. RDSO/WKS/2015/3 dated April, 2015 on Self Supported Roofing System.

- Base Metal should be of High Quality, High Grade, Pre-Coated Blue Galvalume Sheet of suitable thickness with 55% Al, 43.5% Zn & 1.5% silicon coating, having 350 MPA minimum yield strength as per ASTM A792 (Standard Spec for Steel Sheet, 55%Al-Zn Alloy-Coated by Hot Dip Process).

- Blue Colour coating on Top side should be minimum 25 micron and 12 micron on back side with epoxy primer and polyester wash-coat as per AZM 150.

- Roofing should be designed as per ASCE 7-20 international building code 2002. The analysis should be carried out for span and center arch rise considering the required live load, wind load, dead load and seismic factor. The analysis should also determine the end reactions at the beam level.

- The roof panel formation shall be done as per the required length and curvature using hydraulic profile machine to give it the trapezoidal shape in required curvature. The roof panel shall be lifted using crane and using a spreader bar and a sling evenly placed to ensure no distortion of panel till the alignment is done and completed using plumb and a water tube and bolted into beam. These curved roofing panels should have interlocking formation and should be crimped together using mechanical seaming machine which should impose a minimum load of five tones to ensure the seaming of required rigidity. After seaming a clear epoxy lacquer should be applied on the inner side of panel beam.

2. Lumpsum provision of Support Structures (for supporting roofing shed) as extension of existing Gantry shed by about 1.8 meters above the top level of gantry walkway along with Gutter beam and Runner plate inclusive of all supply & fixing of lewis/ holding down bolts of approved design with nuts & washers complete. Details of existing Gantry are given below:

- Length of the Gantry shed = About 115 Meters

The proposed roofing structure should rest on the extended members of existing open Gantry columns. There are 10 columns/ pillars on each side of gantry.

- Span of the roofing shed = About 23.00 Meters

- Height: 12.00 M (Approx.)

- Arc Rise: 4.60 M (Span by 5)

- Laid Area: About 3056 Sqm

- Number of bays: 01

Span of Roofing should cover the walkways on left and right side of the gantry. Arch Rise should be as per permitted design (usually 20% of span).

- Maximum height of each structure supporting roofing shed = About 2.0 meters from the top of level of gantry walkways.

- Number of support structures on existing gantry columns/ beams: The support structures to bear the load of roof need to be optimally designed as vertical extensions on existing columns. Contractor has to design and firm up the number of support structures to hold the roofing. The design should clearly indicate whether the support structures are needed only at the existing gantry columns or also required in between the consecutive columns on the transverse beam connecting the top of the adjacent columns. The runner plate should have a thickness of minimum 6 mm. In case, the design requires strengthening of existing columns, the same should be included in the scope and costing done accordingly. **The design / extension of support structures should not interfere with the free movement of cranes and allow a man of normal height to move on the walk way comfortably.** For ease of designing, contractors can see the existing 4 Support Structures welded to transverse beams, one at each corner of the Open Gantry which allows free movement of cranes.

Painting of additional steel structures: Application of one prime coat of steel primer on entire fabricated structures followed by two coats of approved make & brand Synthetic Enamel Green paint.

4. Fixing of sheets with main Support structures: The Pre-Curved Sheets, after launching should be fixed at the supporting structure with self-splitting High Tensile Screws / Nuts & Bolts. GI sheet gutters of suitable size should be used with Side/End Supports for collection and disposal of rainwater. Minimum 3 drainage pipes should be provided on each left / right side to collect & drain the rain water into proper ground drainage. Gable ends at front & rear of the Gantry are required to be covered with polycarbonate sheets of minimum 1 mm thickness.

- Beam shall be designed for arch reaction and vertical loads.

- The rate should include supplying, fixing, loading, unloading, hire charges of all plants & machineries, anchors, fasteners, washers, bolt, epoxy, paint and all wastage etc. complete.

Provision of Ventilators for exhaust, polycarbonate sheets for strip sunlight and electrical wiring / light fittings is NOT included in the scope of work.

The lowest eligible bidder will have to get the final approval of design from RITES Ltd. before execution.

Handwritten signature and date: 02/07/2024

PRICE BID (TO BE FILLED BY TENDERER)

Design, Drawing, Supplying, Fixing, Erection and Commissioning of self-supported Arc Shaped Single Span Truss-less Galvalume Roofing system on existing Open Gantry structure at SAIL RITES Bengal Wagon Industry Pvt Ltd, Kulti-713343, Dist.- Paschim Bardhaman, West Bengal.

Sl No	Description	Unit	Quantity	Basic Rate (Rs)	Total Amount	
					In Figures	In Words
1	Provision of Support Structures (for supporting roofing shed) as extension of existing Gantry shed by about 2.0 meters above the top level of gantry walkway along with Gutter beam and Runner plate inclusive of Cost of Steel plates and Structural Material, all supply & fixing of lewis/ holding down bolts of approved design with nuts & washers, complete Fabrication, Erection, commissioning and Transportation at Site as per scope of work. Details of existing Gantry are given below.	MT	63.00			
2	Cost of Detailed Drawing with BOM duly proof checked by RITES Ltd.	NA	LS			
3	Cost of painting of structure as per scope of work	MT	63.00			
4	Supply & Laying of roof with material and all consumables and inclusive of Anchors, Fasteners, Washers, Epoxy paint, Lacer, Rubber paints, Hangers/Clamps Span : 23.00 M (Approx) Length : 115.00 M (Approx) Height : 12.00 M (Approx) Arc Rise : 4.60 M (Span by 5) Laid Area : 3056 Sqm Number of bay: 01	Sqm	3056.00			
5	Total Cost (Rs)					

N.B:

1. Interse position will be determined on the basis of the total lowest cost quoted by the bidder.
2. Taxes as applicable will be reimbursed in addition to the unit basic price as finalized in the tender.
3. The price will be firm during the pendency of the contract. Bidders should submit an undertaking as per the format in Annexure -A.
4. The past performance of the bidder will be considered during the evaluation of bids.

TENDERER'S SIGNATURE:

DESIGNATION:

DATE:

COMMON SEAL

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.


(Navneet Kr. Jha)
DGM/PUR

02/07/2024

Annexure to the Price Bid

(To be submitted by the bidder with the price bid on the letterhead of the firm duly signed by the authorized signatory)

Reference no.....

Date.....

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

Sub: Undertaking of the contract for roofing of the open gantry with firm price without any escalation during the pendency of the contract.

Ref: SRBWIPL/Open Gantry/143-B/24-25/01, Date 02.07.2024

I do hereby declare that the contract for roofing of the open gantry will be executed by us with the agreed basic price plus applicable taxes during the pendency of the contract stipulated in the tender document.
No price escalation will be demanded by us whatsoever the reason may be.

A handwritten signature in blue ink, followed by the date 02/07/2024 written below it.

Signature of Authorized Signatory of Firm
with company seal

Bid Security Declaration Form
(To be printed on the letterhead)

Date: _____

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

Ref. Tender No. & Date _____

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 vendors.

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.

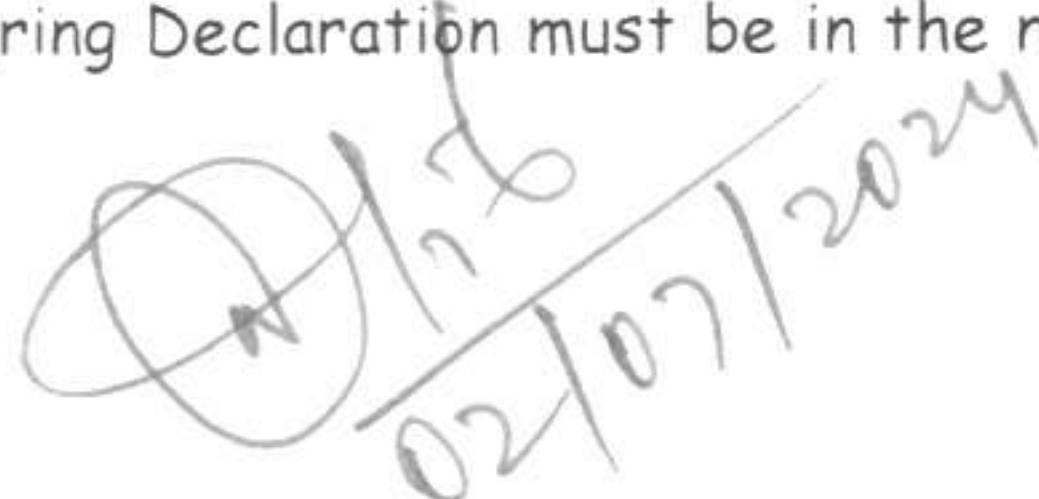
I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signature & designation of authorized person of the Bidder

Corporate Seal

Dated on _____ day of _____ 2024 (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)


02/07/2024

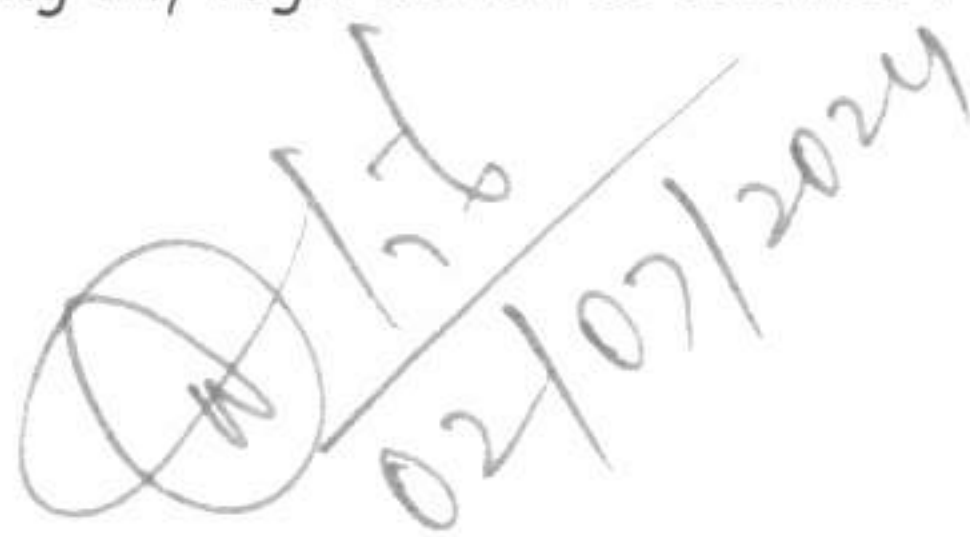
FORMAT FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER ALONG WITH THE TENDER DOCUMENT

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 document for as per the Tender No. SRBWIPL/Open Gantry/143-B/24-25/01, Date 02.07.2024 (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:



 02/07/2024

SEAL AND SIGNATURE OF
THE BIDDER

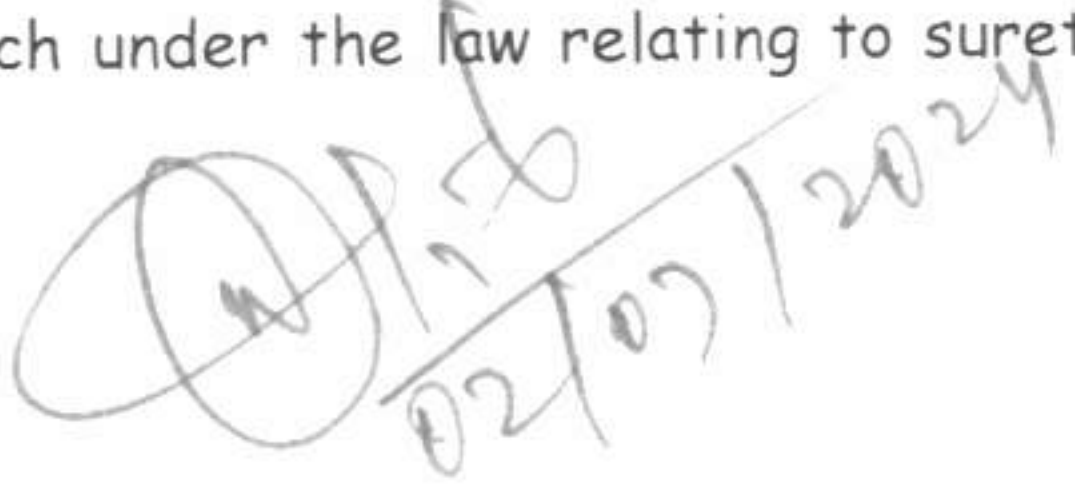
(This is for the purpose of submission of Performance Guarantee after awarding of the work order and before execution of contract agreement by the successful tenderer)

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 roofing of the open gantry 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 contained 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.



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: _____

A handwritten signature in blue ink, followed by the date 02/07/2024 written diagonally below it.

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 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

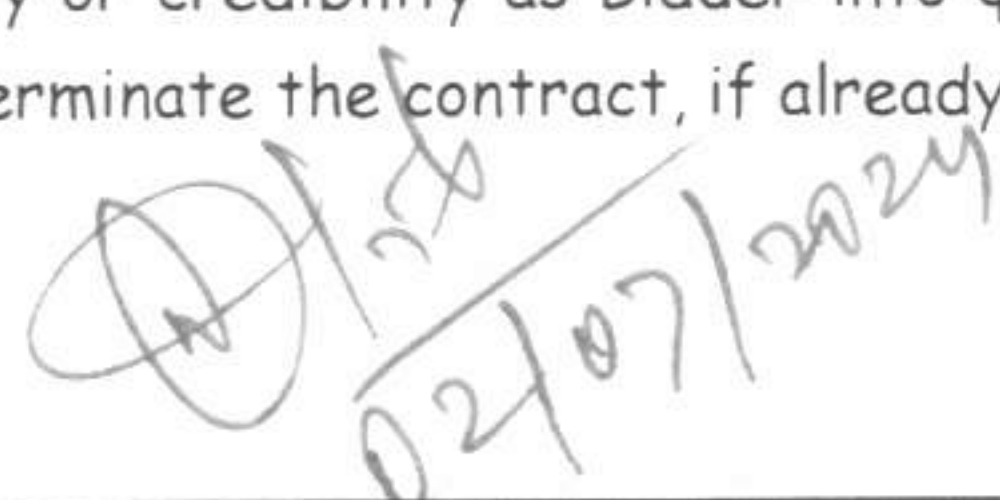
1. The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 1. No employee of the principal, personally or through family members, will be in connection with the tender for, or the execution of a contract, demand, take a promise for or 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.


 02/07/2024

(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 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 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

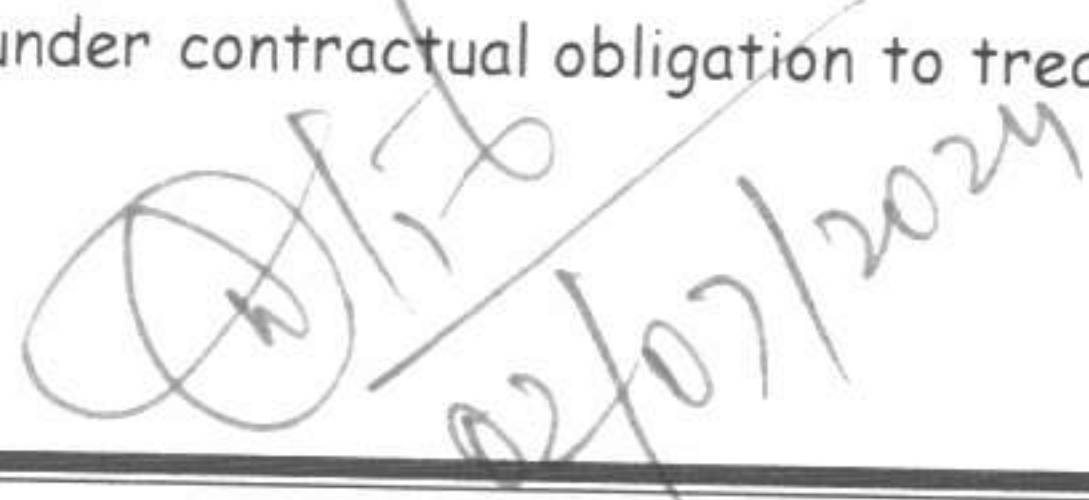
(2 nos. or depending on the size of the contract)

(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.

(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.

 02/07/2024

(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. _____

02/07/2024

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 firm 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,

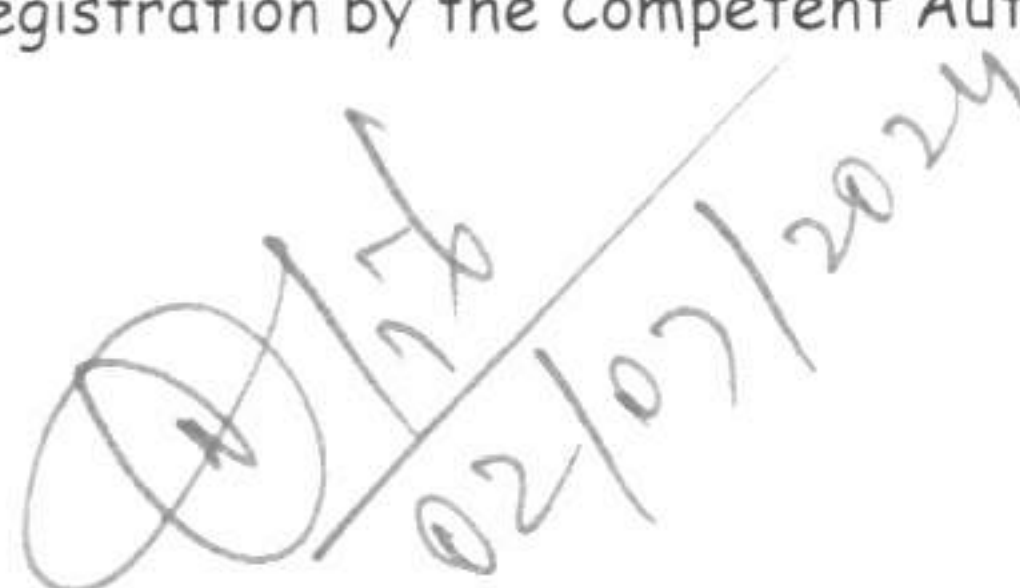
In line with the guidelines issued for compliance with Restrictions for Countries which share a land border with India as issued by the Govt. of India in July 2020.

I/We have read the clause regarding restrictions on procurements from a bidder of a country which 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:

(To be Printed on the letterhead 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.

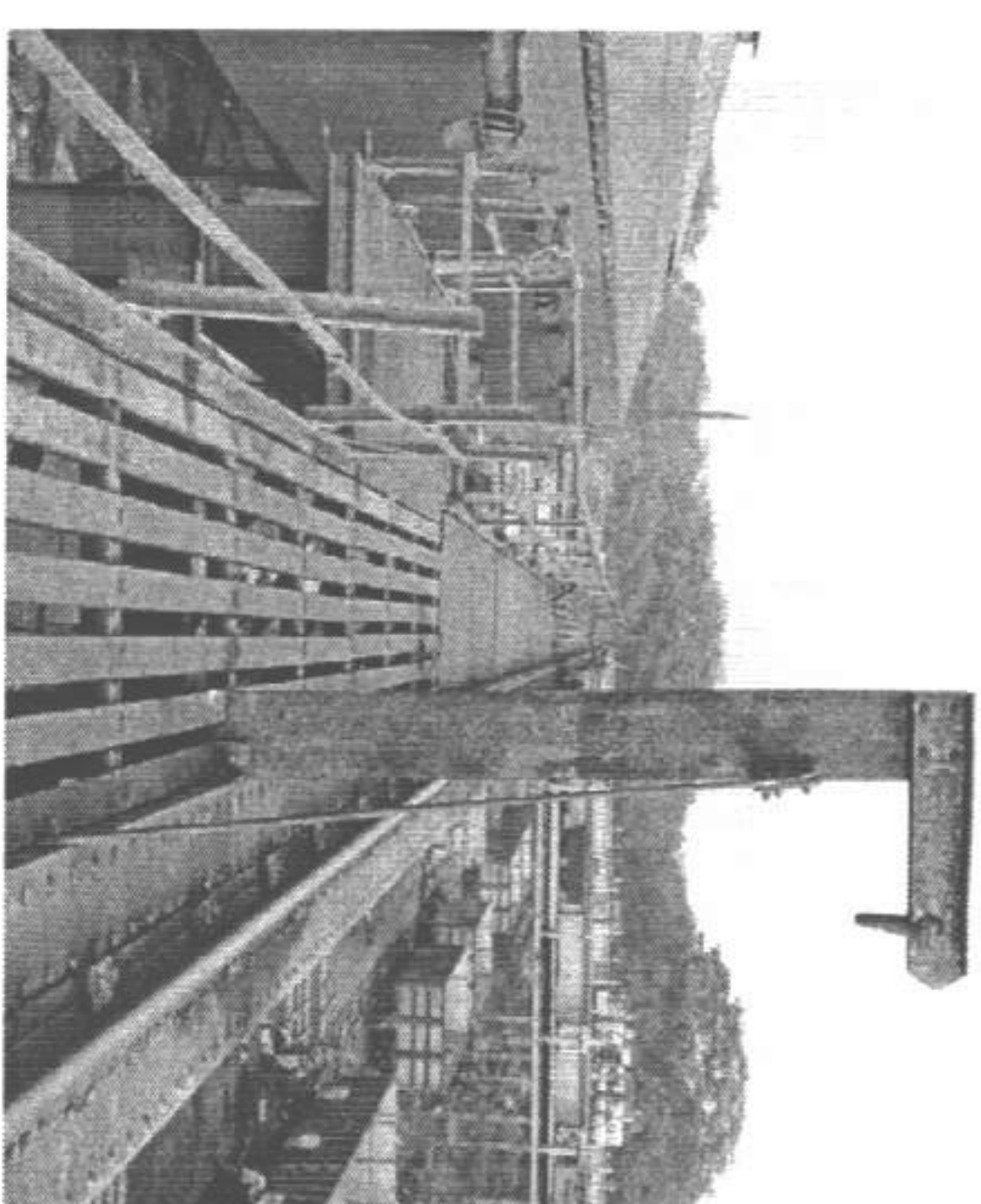
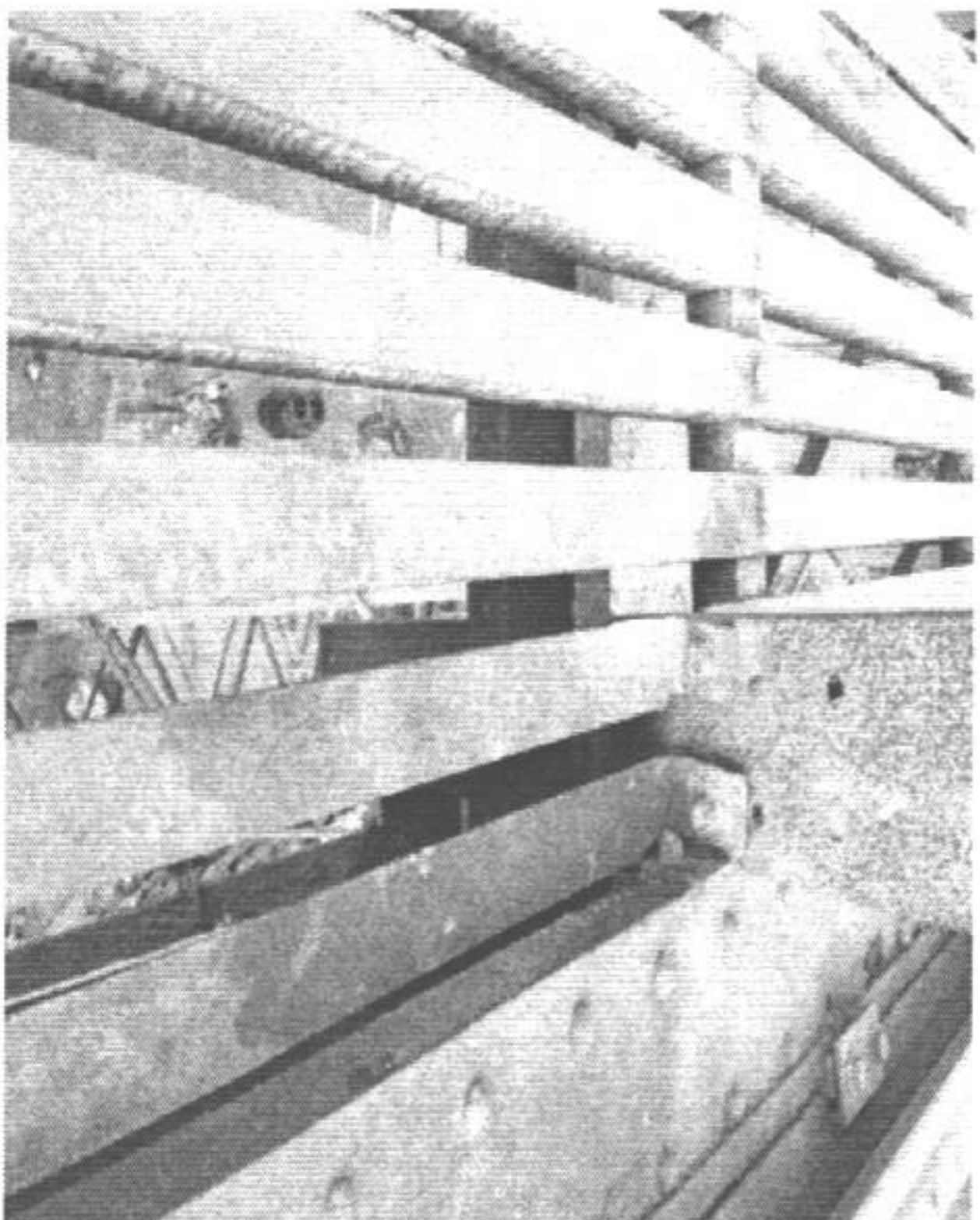
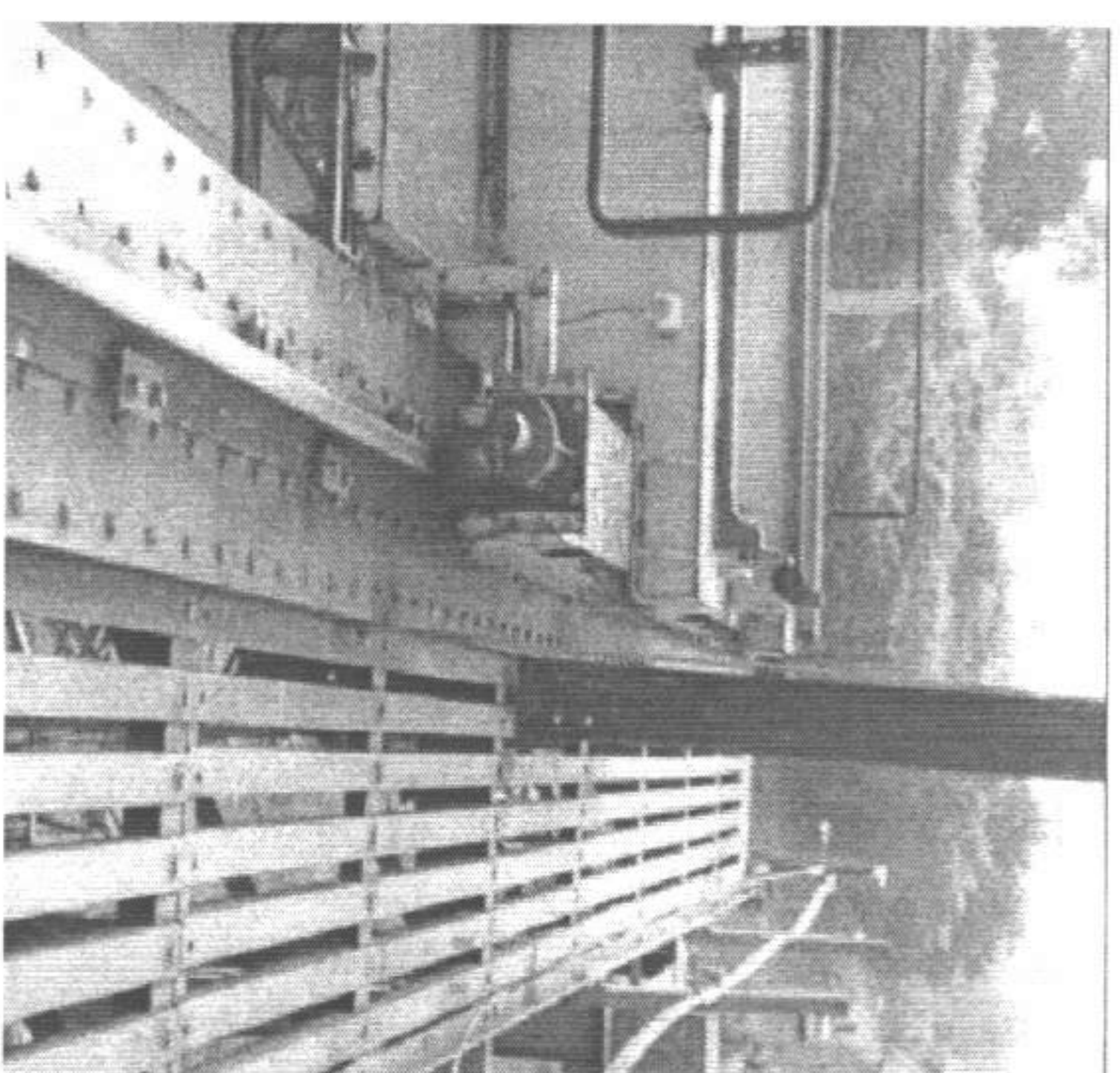
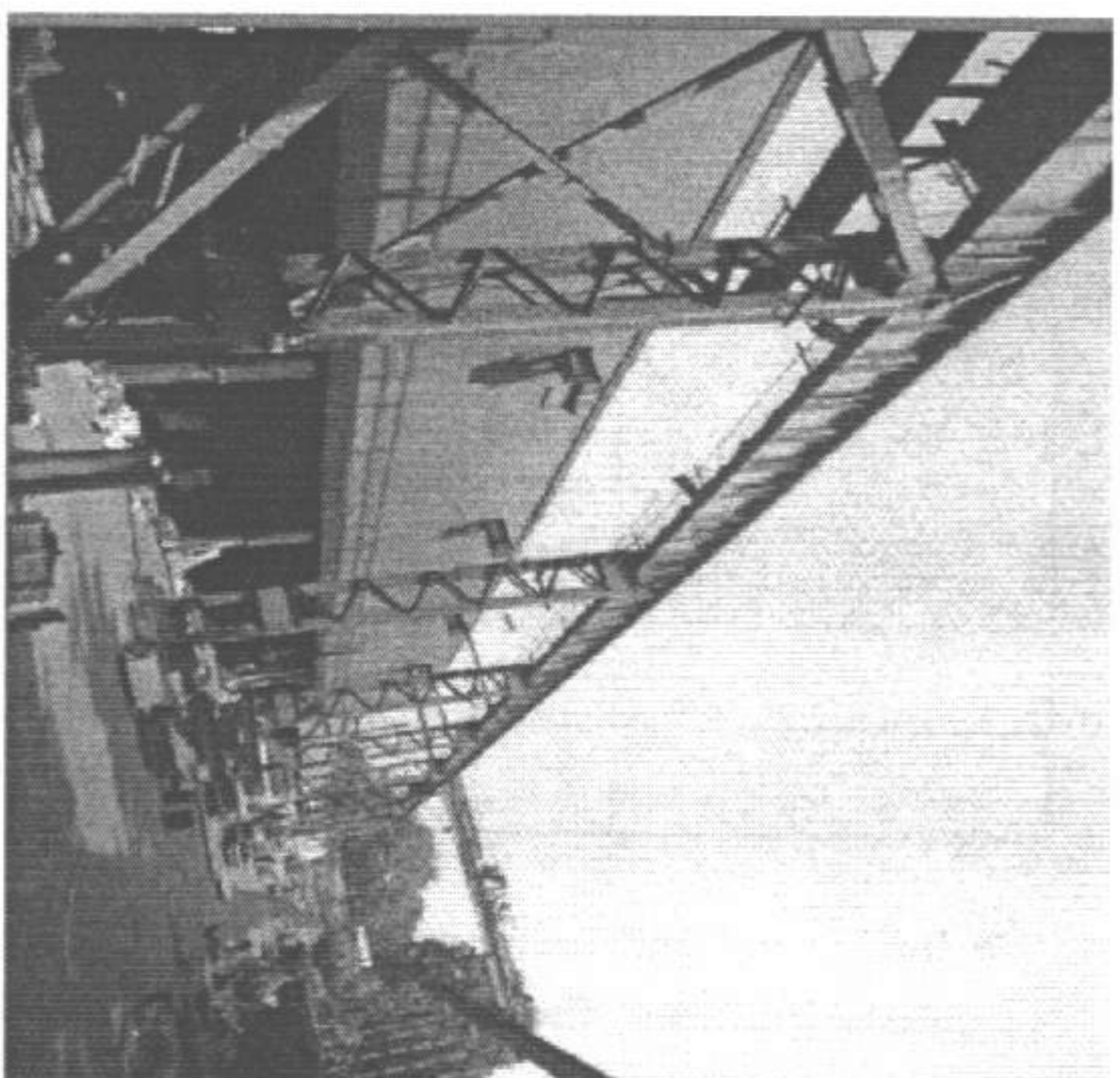
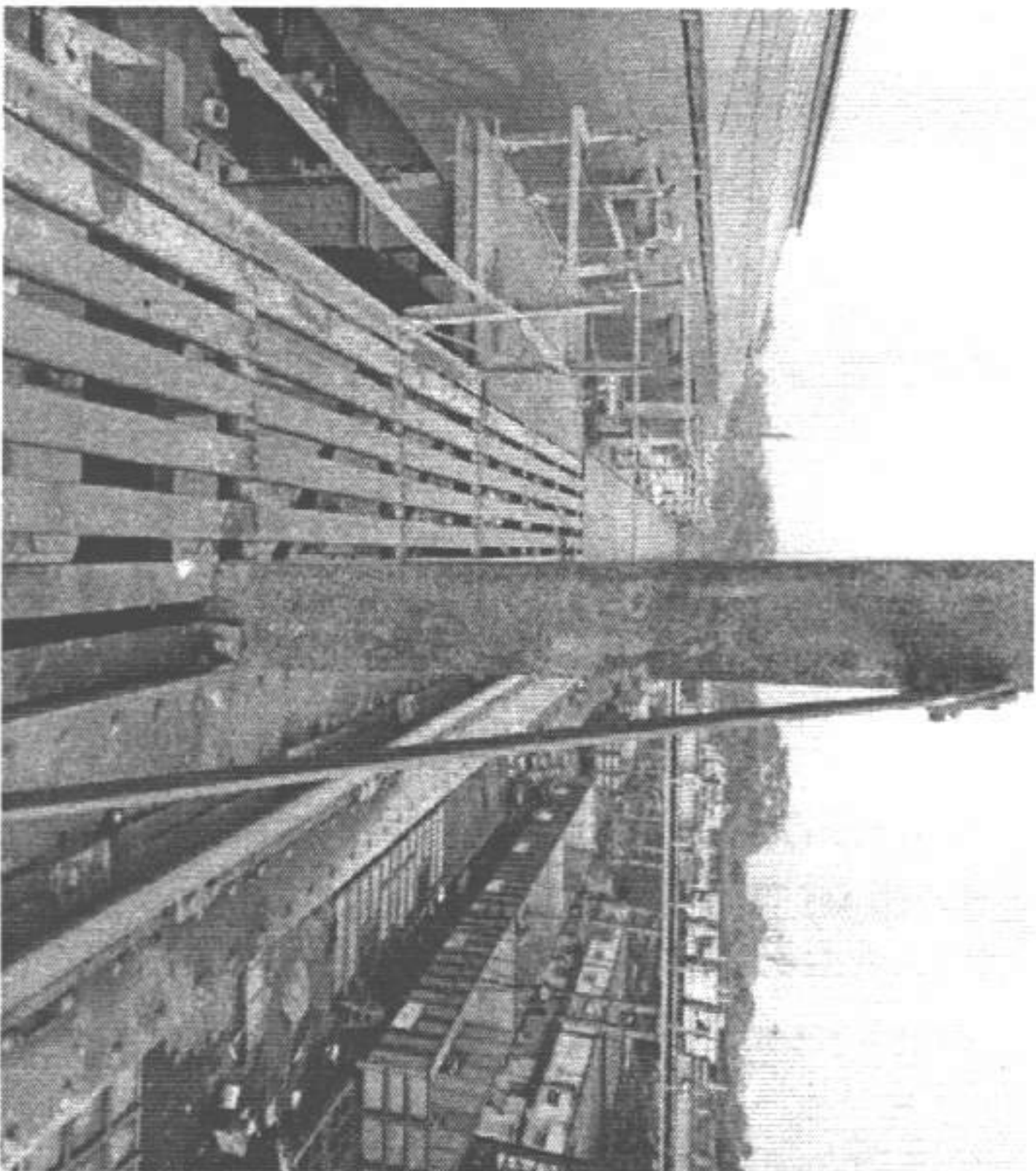
Signature & designation of the authorized person of the Bidder

Corporate Seal


02/07/2024

Dated on _____ day of _____ 2024

EXISTING OPEN GANTRY WITH EOT CRANE

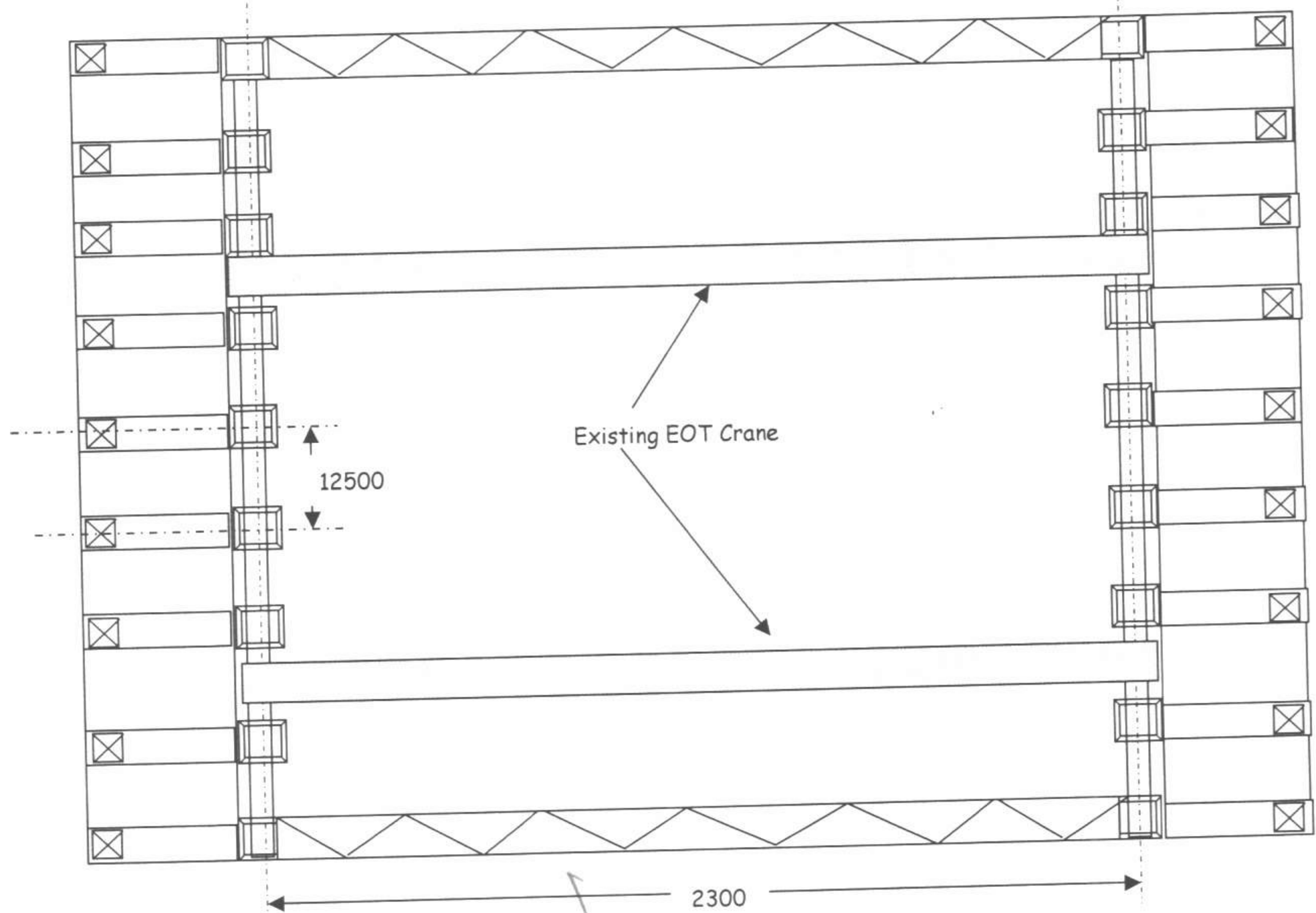
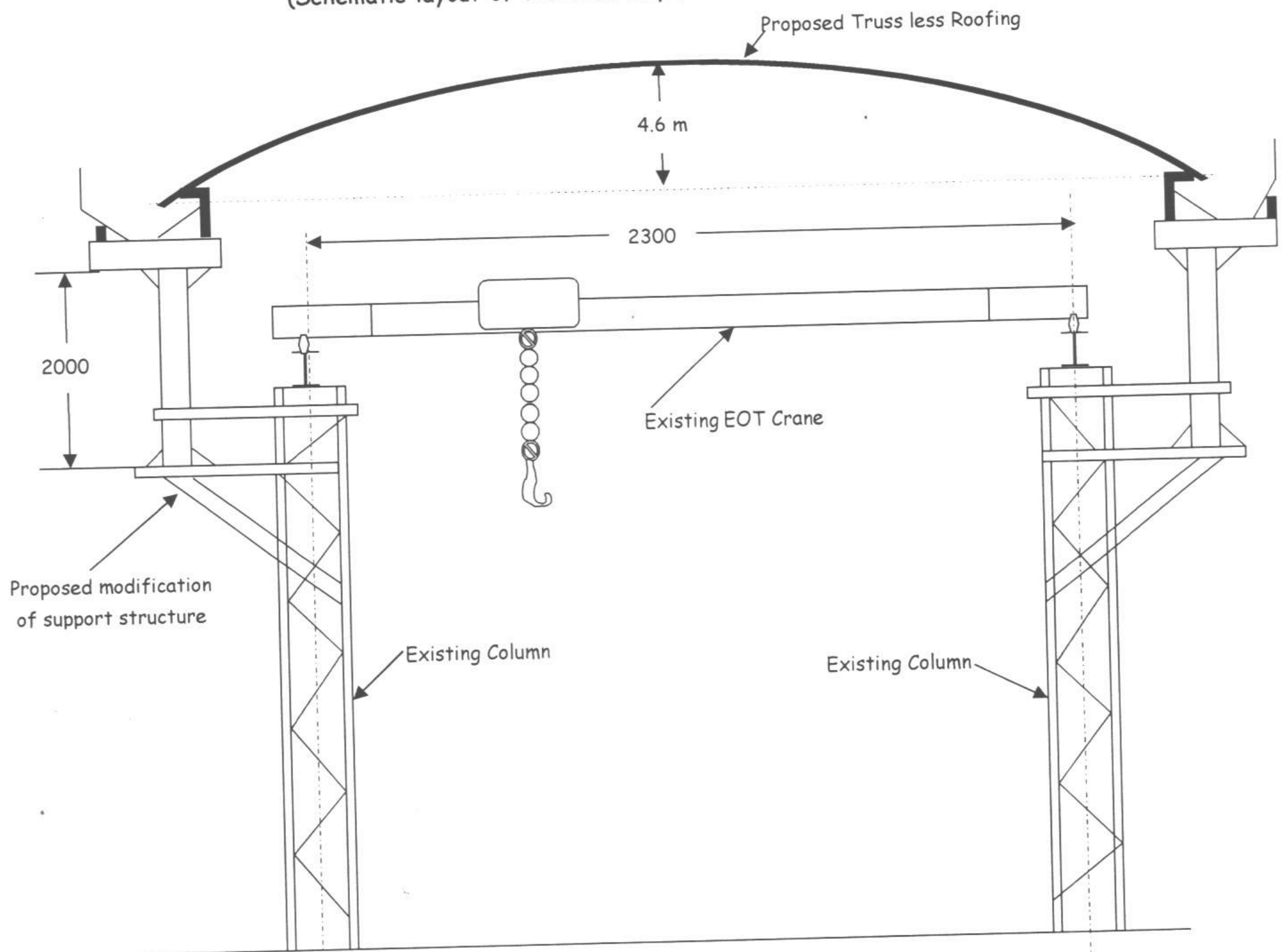


TENDERER'S SIGNATURE:
DESIGNATION:
DATE:
COMMON SEAL

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.

(Navneet Kr. Jha)
DGM/PUR

(Schematic layout of the shed only for reference to the bidder)



WPS
02/07/2024

All dimensions are in mm. (Not to Scale)