

SAIL RITES BENGAL WAGON INDUSTRY PRIVATE LIMITED (SRBWIPL)
(A Joint Venture Company of SAIL and RITES)
CIN: U35200DL2010PTC211955
Regd Office: Scope Minar, Laxmi Nagar, New Delhi - 110092
Admin Office & Works: Kulti, Dist: Paschim Bardhaman, W.B, PIN: 713343
e-mail address: purchase.srbwipl@gmail.com

Tender No. SRBWIPL/Vehicle/Hire/173-B/23-24/01
Date 12th February, 2024

Tender document fee: Rs. 1,000
EMD: Rs. 19,600

Sub: Open tender for engagement of vehicle i.e Mahendra (Bolero or Scorpio) on a hiring basis at SRBWIPL, Kulti.

Last Date & Time of Submission: By 12:00 PM on 04.03.2024
Date & Time for opening of tender: At 12:30 PM on 04.03.2024

Sealed offers in two packet system is invited for the engagement of a vehicle (Bolero or Scorpio) on a hiring basis for office use at SRBWIPL, Kulti, WB.

Annexure - I: Terms & Conditions
Annexure - II: Instruction to Bidders & General conditions of contract.
Annexure - III: Price Bid Format

- 1.0 Tenderer are required to submit the techno commercial bid and the price bid in separate envelopes and put together in a common envelope and it should be dropped in our tender box or may be sent by registered post but must reach us positively on or before last date & time of submission as specified in the tender document.
- 2.0 The bidders are required to super scribe the tender number, due date of submission & opening on the envelope and address the same to the DGM/Purchase, SRBWIPL, P.O-Kulti, Dist-Paschim Bardhaman, WB, Pin-713343.
- 3.0 Bidders must enclose the documentary evidence in support of proof as mentioned in the tender document.
- 4.0 All other terms and conditions will be as per the general & special terms and conditions detailed in the tender document.
- 5.0 Bids without tender fee will be summarily rejected. Tender fee & EMD may be submitted in the form of DD drawn in the name of M/s. SAIL RITES Bengal Wagon Industry Pvt. Ltd. payable at Kulti or may be remitted to the following bank account.

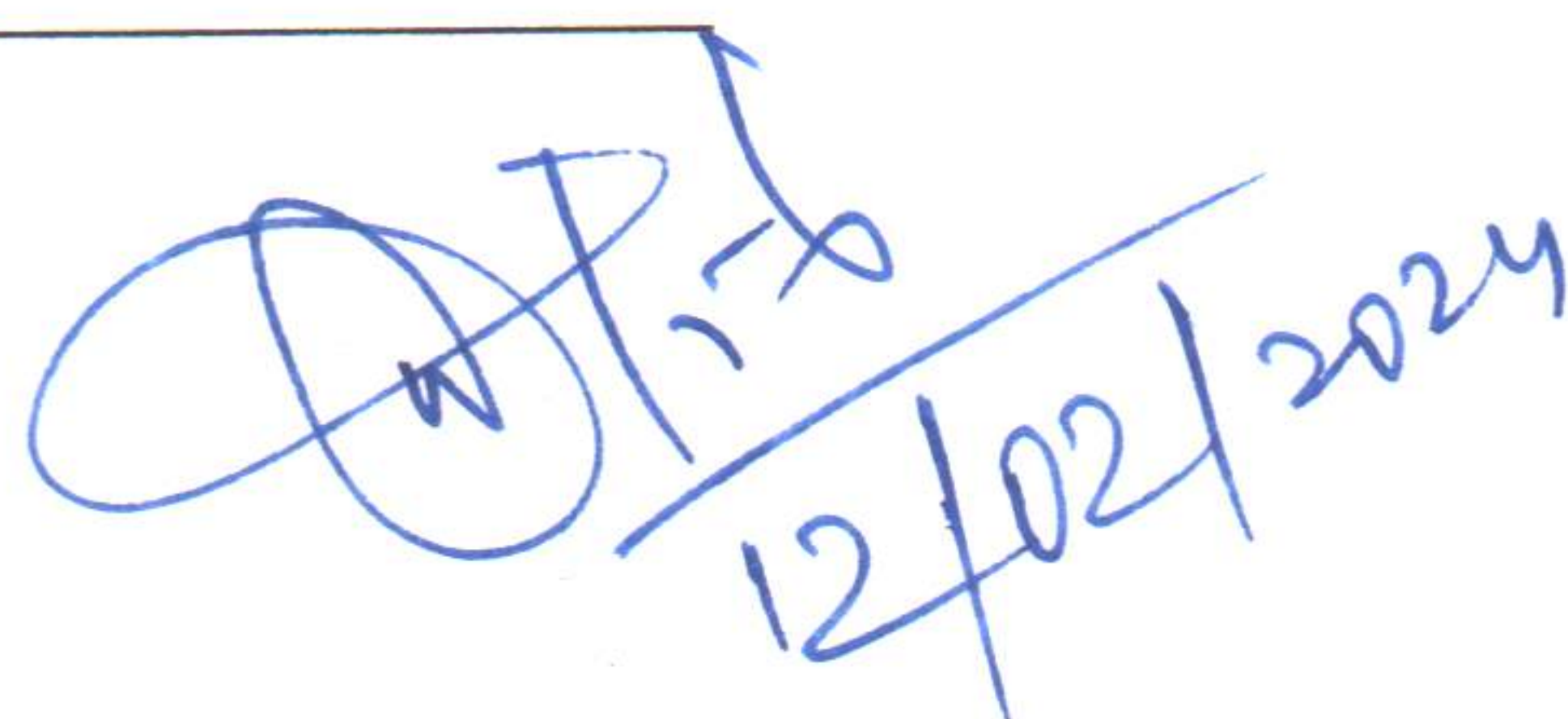
- a. Name of Bank : State Bank of India
- b. Branch Address : SME Branch, UG Floor, Ozone Plaza, Bank More, Dhanbad, Pin-826001, Jharkhand.
- c. IFS Code : SBIN0006541
- d. Branch Code : 06541
- e. Account No. : 37814705436

- 6.0 The offers may be dropped in the tender box or may be sent through the registered post but it must reach within 12.00 PM of 04.03.2024 and no offer will be accepted after the closure of the tender box in whatsoever mode of receipt.
- 7.0 The Techno commercial bid will be opened on 04.03.2024 at 12.30 PM but in the event of SRBWIPL's office remaining closed on the day of the opening of the techno commercial bid for any unforeseen reason, then the tender will be received up to 12:00 PM on the next working day and will be opened at 12:30 PM in presence of the bidders who would like to be present.
The price bid of the techno - commercially eligible bidders will be opened on a later date and it will be informed in time.

8.0 Contact Details of the Bidder

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

- i) Name of Contact Person: _____
- ii) Phone No: _____
- iii) e-mail id: _____

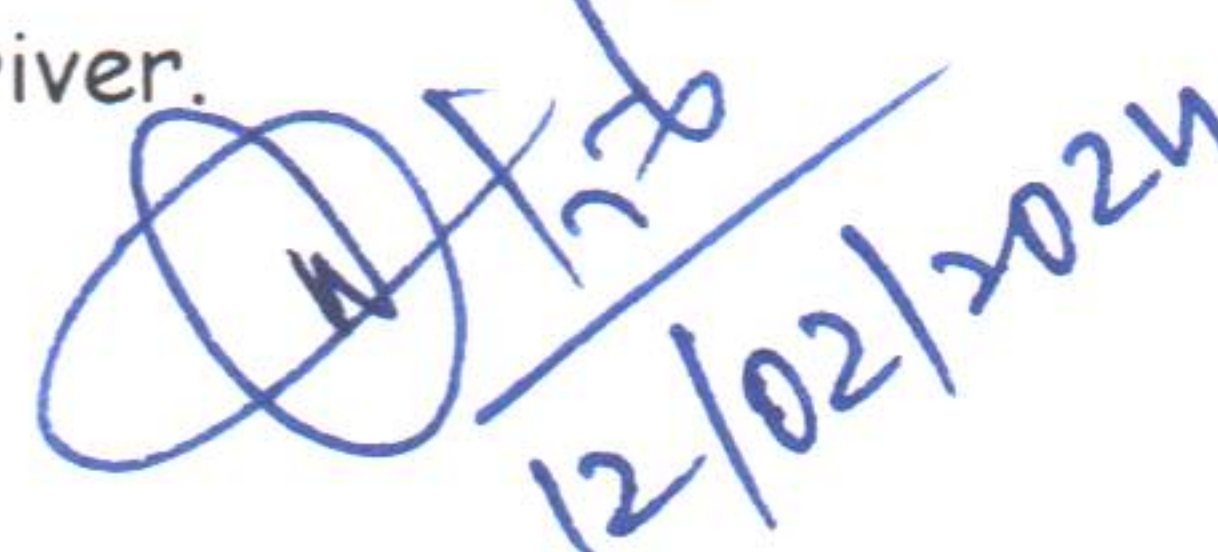

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(Signature & Stamp of Bidder)

Terms & Conditions

- 1.0 The vehicle should have a commercial registration number and should have a permit for West Bengal & Jharkhand.
- 2.0 The vehicle should be energy efficient and should provide mileage as stated by the manufacturer.
- 3.0 The vehicle will be hired for 12 hrs. X 7 days.
- 4.0 The contractor should engage the driver as per statutory provision.
- 5.0 **The registration and age of the vehicle should not be older than three years.**
- 6.0 The vehicle to be provided should be in sound condition and perfectly good mechanically and suitable for the use of the Senior Officers.
- 7.0 The vehicle should be GPS enabled.
- 8.0 Vehicles supplied should be fitted with all modern features.
- 9.0 The vehicle should be comprehensively insured and should have all necessary papers and permits so that it can be taken to any place wherever required.
- 10.0 The contractor should have sufficient numbers of drivers having experience of driving. The contractor should own a fleet of a sufficient number of vehicles to ensure prompt and smooth service.
- 11.0 The firm should ensure that the drivers employed hold valid driving license, well trained, well behaved, reasonably educated and conversant with traffic rules / regulations and city roads / routes as well as security instructions.
- 12.0 The driver employed by the firm must have a cell phone.
- 13.0 The driver should wear uniform while on duty and the driver engaged should have police verification.
- 14.0 Punctuality should be ensured and log book should be maintained by the driver. The driver should not leave office without the permission of the concerned EIC.
- 15.0 No mileage will be allowed for lunch / tea of the driver.
- 16.0 A list of drivers who may be deployed on duty along with their valid driving license number should be provided to the EIC. The driver engaged should not be changed unless the officer to whom the driver reports permits and the new driver is appraised.
- 17.0 A declaration should be submitted by the transporter on their letter-head stating that the drivers engaged should be of good character, have police verification, have valid driving license and are familiar with the routes.
- 18.0 The firm should have an adequate number of telephones for contact round the clock and these may be conveyed to this office.
- 19.0 The firm should be experienced in providing fleets for events, delegations, meetings and conferences etc.
- 20.0 Full day would imply 12 hours a day.
- 21.0 Rates once finalized will be fixed for the entire period of the contract.
- 22.0 Any complaint from the users regarding poor upkeeping, maintenance, non-availability of accessories or any of the conditions prescribed for drivers not being met would attract a deduction from the bill for that day(s) on pro rata basis @ 25% in the first instance, 50% in the second instance and removal of driver or vehicle or both from the fleet on the third instance.
- 23.0 Overtime arising due to breakdown of the vehicle will not be paid.
- 24.0 A daily record indicating time and mileage of the vehicle should be maintained by the driver in a log book in the format as per govt. instructions and the log book should be submitted to the concerned officer regularly for scrutiny.
- 25.0 A vehicle will be allowed for booking only on condition that the mile meter is sealed. If during the plying of the vehicle, it is found that the mile meter is unsealed then the hiring charge will be forfeiture and a penalty as fixed by SRBWIPL will be imposed.
- 26.0 The time and mileage displayed from the reporting time at the appointed place will be taken into account (both at the time of reporting and closing). **There will be no dead mileage.** In other words to and fro movement of the vehicle from the parking place to the place of reporting will not be counted for the computation of mileage or time.
- 27.0 Once the hiring of vehicles commences from a particular agency/firm, the vehicle and driver should be available at any time whenever required.
- 28.0 **The driver engaged should fulfill the following conditions.**
 - a) Should be in possession of a valid driving license issued by the RTO.
 - b) Should not have any bad habits of smoking, chewing Pan, Pan masala, Tobacco etc.
 - c) Should be conversant with the routes of all Government buildings and important roads.
 - d) Should not indulge in any activity inimical to the security of the officers travelling in his car.
 - e) The contractor must also ensure that all the necessary documents (Registration Certificate, Insurance papers, PUC certificate etc.) should be available with the driver.

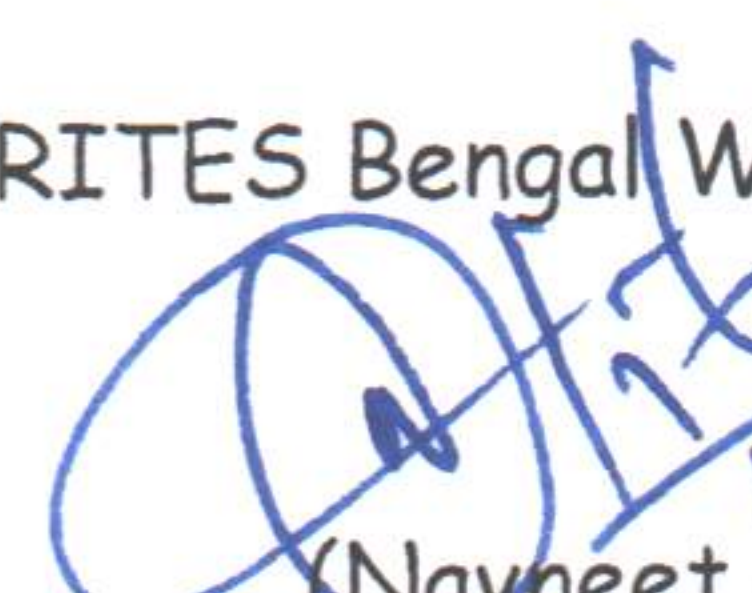
(Signature & Stamp of Bidder)



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- 29.0 The contractor has to submit an acceptance letter indicating the type of vehicle, rates and acceptance of all terms and conditions. He is also required to make a contract before the service is started.
- 30.0 In case of breakdown of the vehicle during the duty hours, it will be the responsibility of the firm to provide a substitute vehicle, which is similar to the vehicle engaged and it has to be provided immediately.
- 31.0 The liability of SRBWIPL will be limited to the charge for hiring of the vehicle as agreed in the contract.
- 32.0 No additional terms & conditions over and above the conditions stipulated above shall be entertained by SRBWIPL.
- 33.0 Actual parking charges / Toll charges will be payable along with the monthly bills, only upon submission of the parking bills/toll receipts etc.
- 34.0 The agency will be responsible for compliance with all statutory provisions related to minimum Wages, etc, in respect of the drivers deployed by it. The contractor will be fully responsible for the payment of wages and other dues and compliance with all labour laws, welfare schemes applicable to the drivers deployed.
- 35.0 In case of breach of any of the terms and conditions mentioned in the tender, the Competent Authority will have the right to cancel the work order without assigning any reason thereof, and nothing will be paid and the Security Deposit/Performance Bank Guarantee will be forfeited.
- 36.0 During the contract period or even after expiry of the contract to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- 37.0 For all disputes / differences / interpretation etc. whatsoever arising out of or relating to this contract, meaning and operation or effect of this contract of the breach thereof, decision of the SRBWIPL shall be final and binding on the contractor.
- 38.0 Normally the working hours will be from 8.00 AM to 8.00 PM on the factory working days. The vehicle may however be used round the clock as per the instruction of the EIC.
- 39.0 Alternatives vehicles will be provided immediately in case of break-down / accident etc. failing which the vehicle will be hired from the open market and the expenses incurred thereon shall be deducted from the monthly bill of the contractor.
- 40.0 Inspection of vehicles / drivers shall be carried out from time to time by SRBWIPL Management.
- 41.0 It will be the responsibility of the contractor/driver to get the log book signed by the officer using the vehicle strictly on the same day.
- 42.0 The driver's statutory elements should be the responsibility of the contractor.
- 43.0 If any accident/casualty of driver occurs it will be the responsibility of the contractor.
- 44.0 SRBWIPL will not bear any sorts of compensation/road penalty/legal charges (if any), if payable it will be the responsibility of the contractor.

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.


(Navneet Kr. Jha)
DGM/Purchase
12/02/2024

INSTRUCTION TO BIDDERS AND GENERAL CONDITIONS OF CONTRACT

1.0 Content of Bid

1.1 Bid Should Contain the Following

- a) Tender document fee of Rs 1,000.00 and EMD of Rs 19,600.
- b) Documentary evidence in support of credentials.
- c) Professional Tax registration certificate from concerned authorities.
- d) Trade License from the concerned authority as a transporter.
- e) Copy of PAN.
- f) All the pages of the tender document duly signed and stamped by the bidder as a token of acceptance of all terms and conditions should be submitted along with the offer.
- g) Copy of GST registration.
- h) Copy of valid SSI/MSME/NSIC Registration Certificate (If applicable any).
- i) Copy of Bank mandate (The bank mandate submitted with the offer cannot be changed till the completion of the contract. If the vendor intends to change the bank mandate then an NOC from the existing banker should be submitted).
- j) Road tax clearance, insurance, fitness certificate, pollution clearance, blue book of the vehicle.

1.2 Price Bid should contain the following

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

1.3 Rates

- a) The total price as per the scope of work detailed in Part-II should be quoted in "Price Bid" in Part IV.
- b) Based on the uniform codification system introduced by the Govt. of India under the GST regime, the GST rate prevailing on the date of supply will be applicable for reimbursement in addition to the unit basic price as finalized in the tender. For details refer to GST Clauses.

1.4 Income Tax Deduction U/S 194C

- a. (1) 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 percent where the payment is being made or credit is being given to a person other than an individual or a Hindu Undivided Family.
 of such sum as income-tax on income comprised therein.
- b. Either ITR of two immediately preceding the financial year or a declaration under section 206AB needs to be submitted (format enclosed).

2.0 Qualification Criteria

2.1 Technical Qualification

The bidder should have an experience in lending vehicles to reputed private companies/Public Sector Companies/Banks/Central and State Government Departments during the last FYs (i.e. 16-17, 17-18, 18-19, 19-20, 20-21, 21-22 and 22-23).

2.2 The bidder should comply with any of the following conditions

- i. The bidder should have completed at least 3 (three) contracts as stated above whose contract value should not be less than 3.93 lacs each.

Or

- ii. The bidder should have completed at least 2 (two) contracts as stated above whose contract value should not be less than 4.91 lacs each.

Or

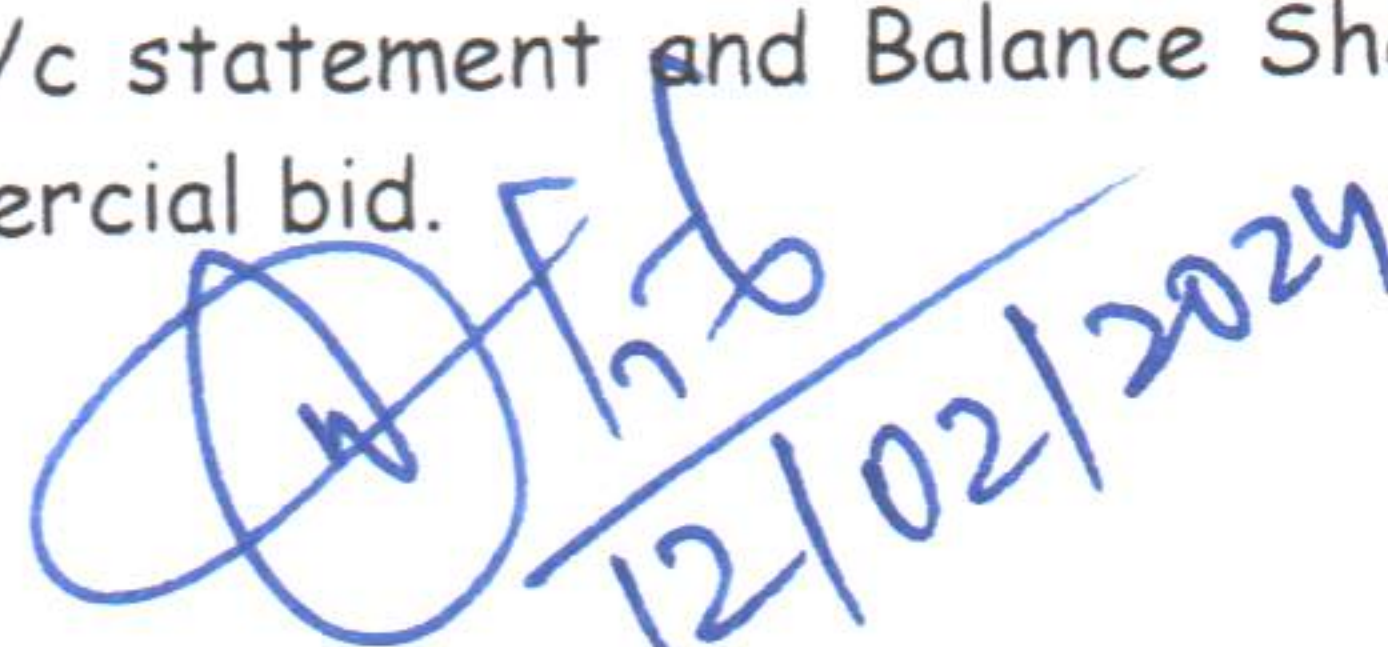
- iii. The bidder should have completed at least 1 (one) contract as stated above whose contract value should not be less than 7.85 lacs.

Documentary evidence like a completion certificate or performance certificate and work order should be submitted with the techno commercial bid as a documentary evidence.

2.2 Financial Qualification

The firm should have an average annual turnover of Rs 2.94 lacs during the FYs (20-21, 21-22 & 22-23). Audited and self-attested Trading A/c statement, P&L A/c statement and Balance Sheet should be submitted as the documentary evidence along with the techno commercial bid.

(Signature & Stamp of Bidder)


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3.0 Earnest Money Deposit (EMD)/Bid Security (BS)

- 3.1 The EMD will be Rs 19,600 which should be deposited in the form of Demand Draft/Online/Pay Order in favour of "SAIL RITES Bengal Wagon Industry Pvt. Ltd." payable at Kulti.
- 3.2 However the units registered with SSI, NSIC, MSME may be exempted from submission of EMD on the production of documentary evidence.
- 3.3 If the bid security is exempted for any bidder, then the bidder has to submit a Bid Security Declaration on the firm's letterhead as per the format specified in Annexure "B".
- 3.4 The EMD of unsuccessful bidders will be returned after the finalization of the tender without any interest.
- 3.5 The EMD of the successful bidder will be returned after the receipt of the Security Deposit or will be converted to Security Deposit/ Performance Guarantee.

4.0 Security Deposit (SD)

- (a) For due fulfillment of the contractual obligations, the successful bidder shall furnish 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 warranty/guarantee 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 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 the bills. 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.
- (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.

5.0 Performance Guarantee (PG)

- 5.1 The contractor shall have to submit a performance guarantee for 5% of the order value, as per the format to be provided by SRBWIPL in Annexure 'C' within 15 days from the date of issue/receipt of the order. In respect of vendors being NSIC, MSME units, SSI qualifying for exemption of submission of the security deposit, the performance guarantee for 5% of the order value should be submitted.
- 5.2 The SD if submitted may be converted to PG. The contractor who will submit SD need not submit PG separately.
- 5.3 The validity of the performance guarantee (PG) should be up to one month beyond the contract period and it may be forfeited for non execution of the contract or for non compliance with the terms and conditions of the contract.
- 5.4 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.
- 5.5 On due performance and completion of the guarantee/warranty period the SD/PG may be returned without any interest on certification of the concerned department.

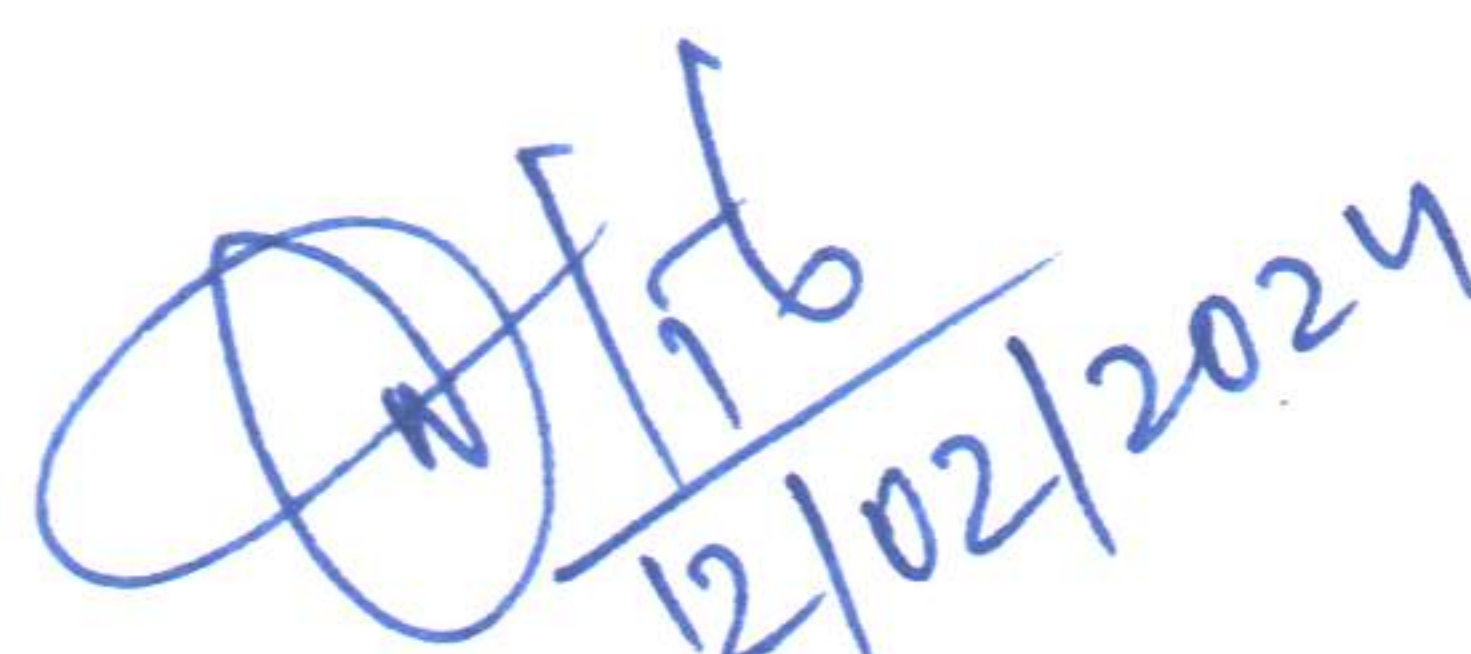
NOTE: (1) In case the Security Deposit / Performance Guarantee is not submitted in time, a penalty of 1.5% of the value of the SD/PG per month or part thereof will be applicable for the delay period which will be deducted from the bill of the contractor.

6.0 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.

7.0 Contract Period

The contract period initially will be for 2 (two) years and it may be extended further for 2 (two) years as per the discretion of the competent authority.

A handwritten signature in blue ink is written over a date stamp. The date stamp is "12/02/2024" written in a stylized, slanted font.

8.0 Payment Terms

- 8.1 Payment will be made within 30 days from the date of submission of tax invoice with the relevant documents.
- 8.2 The bidder has to submit GST compliant invoice and challan (if any) to the authorities mentioning its GSTIN.
- 8.3 The bidder has to submit compliance regarding documentation / monthly returns so as to ensure availing Input Tax Credit (ITC) by SRBWIPL, failing which SRBWIPL will deduct the resultant amount.
- 8.4 SRBWIPL reserves the right to keep the payment of GST amount to the party on hold till the receipt of ITC by SRBWIPL is ensured.
- 8.5 The payment will be made through an account payee cheque in the name of the firm/RTGS/Online.
- 8.6 No payment will be made in advance nor any loan from any bank or financial institution recommended on the basis of the order of award of work.
- 8.7 All payments shall be made on monthly basis as the case may be against the bill duly supported by duty slips to be signed by the user(s) or the concerned authorized officer of this office.
- 8.8 The management of SRBWIPL will be at liberty to withhold any of the payments in full or in part subject to recovery of the penalty (if any).
- 8.9 The term 'payment' mentioned in this para includes all types of payment due to the contractor arising on account of this contract.
- 8.10 Payments, subject to Tax Deduction at Source (TDS) shall be processed within 21 days of the submission of the complete documents.
- 8.11 Duly signed bills in triplicate should be submitted along with the daily log book/slips of vehicle usage signed by the officer who has used the vehicle. The car registration number should be mentioned in the bill.

9.0 Penalty Terms

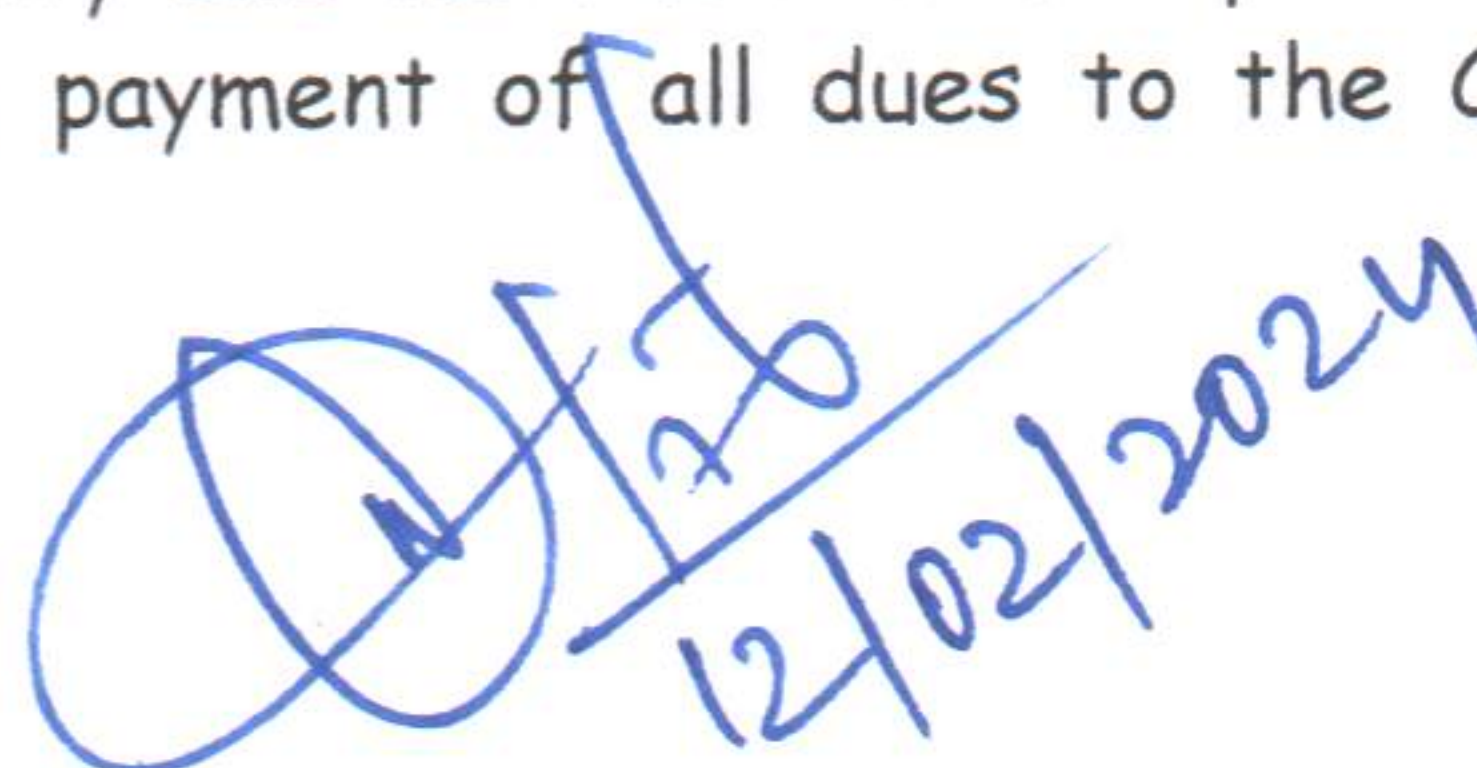
- 9.1 In case the vehicle provided does not conform to the terms & conditions of the contract or is not as per the requirement, then a penalty of Rs 2,000/- per day will be charged till a new vehicle is provided which conforms all the requirements and the terms & conditions or the rectification is made in the existing vehicle.
- 9.2 1% of the daily amount will be deducted in case the vehicle is untidy or delayed in reporting by the driver and Rs. 1000/- per day will be deducted in case of non availability of vehicle.

10.0 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) The Contract Labour (Regulation & Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971 (b) The Payment of Bonus Act, 1965 and payment of Bonus Act (Amendment), 2015 (c) The Employee's State Insurance Act, 1948 (d) The Workmen's Compensation Act, 1923 (e) The Factories Act, 1948 and (f) The West Bengal Minimum Wages Act, 1948 and comply with the provisions of all other statutory labour legislation now in force and also that may be introduced in future and keep the company indemnified from any claim which may arise by reason of his default either wishfully or by ignorance. If the tenderer failed to comply such acts/rules in any past contract, they shall in no way entitle to participate in the present tender.

11.0 Payment of Wages by Contractor to His Workers/Employee/Driver

- 11.1 The Contractor shall make payment to his workers within the 5th day of every month, and the wages paid by him to his workers shall not be less than the minimum wages payable as the Minimum Wages Act as notified by Govt. of West Bengal from time to time for various Categories. The payment of wages by the Contractor to his workers must be made through Bank by directly depositing the amount payable, to the Bank Account of the worker/Employee. The Contractor will be required to submit the copy of the Bank document in support of the said deposit along with his bills for necessary verification by the Financial Department.
- 11.2 The Contractor shall be fully responsible to comply with all his Statutory obligations/liabilities as Employer in respect of their labour engaged by them for the Job undertaken under the Contract as per applicable Statutory provisions/Law and Government notification, and will take full liability on this account. The Contractor will ensure that all Half Yearly as well as Yearly Returns are submitted in time with the appropriate authority. The Company will not take any liability on this account.
- 11.3 The Contractor shall deposit their own Contribution as well as Contribution of their workers, engaged under the Contract, towards P.F., ESI and P. Tax well in time and submit the copies of the Challan with the bills for verification. Release of Payment to the Contractor shall be made after due verification of the actual executed the working days by the Executing Authority and verification of copies of various Challan, as per proof of compliance of statutory requirements and payment of all dues to the Contractor's Workmen, by Finance Department.

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- 11.4 In the event of failure of the Contractor to comply with the above, the Company shall be entitled to recover the amount by deduction from any amount payable to the Contractor under the Contractor, including Security Deposit, Performance Guarantee, or as debt payable by the Contractor.

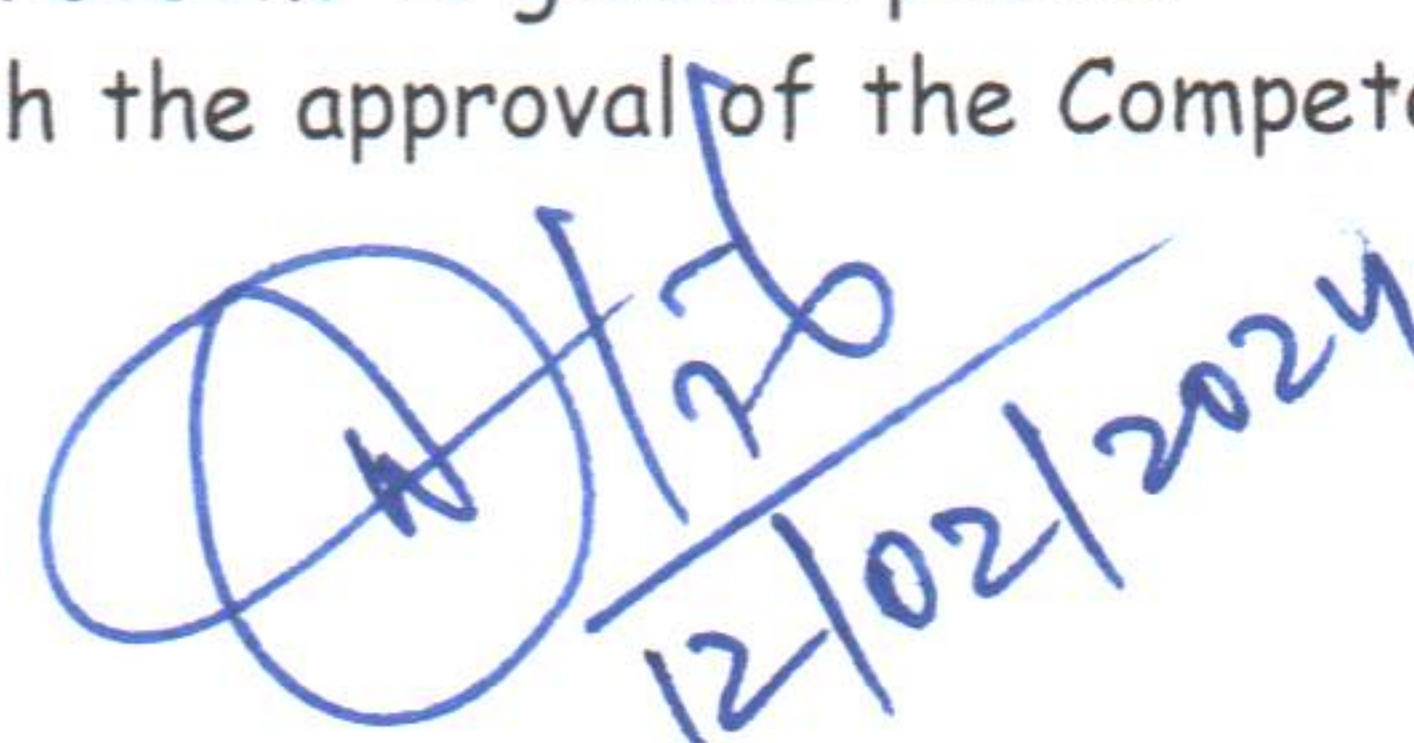
In case the contractor fails to make payment of wages of the workers by 7th of the month, SRBWIPL, Kulti being the principal employer, reserves the right to make such payment of wages to the workers and the amount so paid plus 10% as administrative fee + GST will be recovered from any of contractor's bill. In case the contractor fails to pay wages to his workers in time for the second time, action as deemed fit shall be taken against his firm. Timely and regular payment of wages will also be a criterion for evaluation of work performance.

12.0 Force Majeure

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

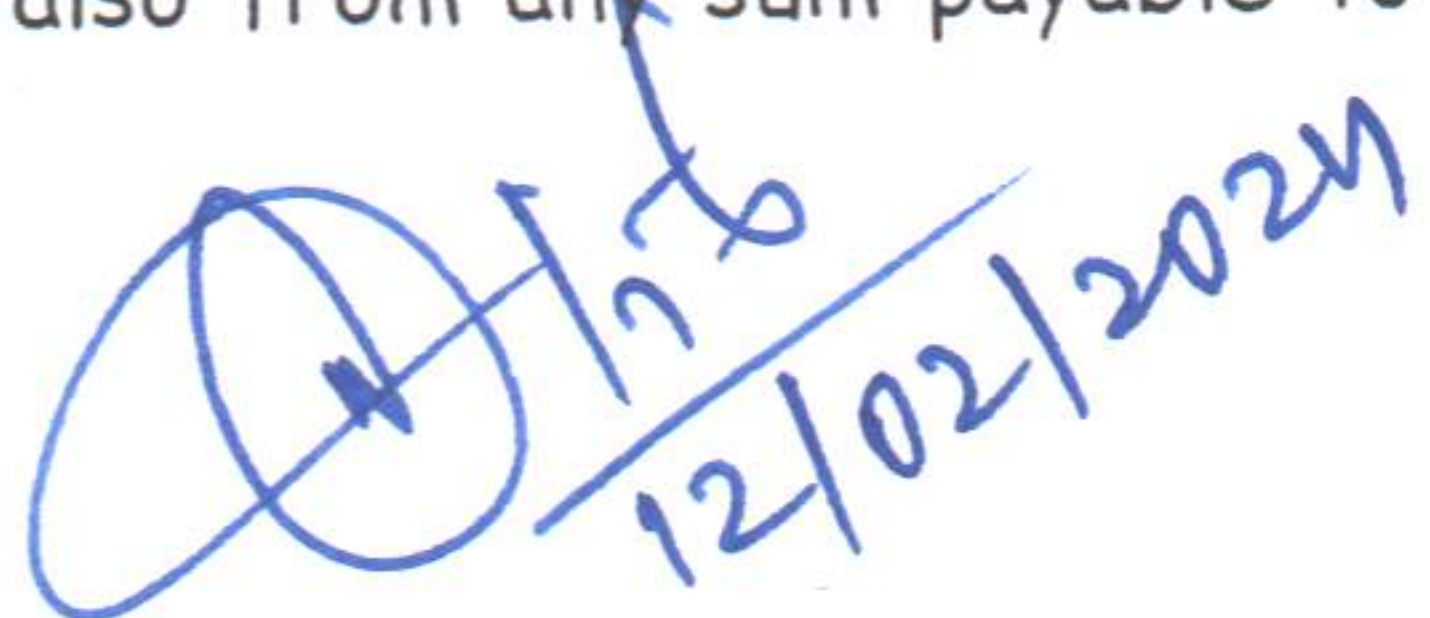
13.0 Other Terms & Conditions

- 13.1 **Firm Rate:-**Quoted rates shall remain FIRM during the pendency of the contract and no escalation will be allowed. Bidders are requested to submit a declaration as per the format annexed with the price bid.
- 13.2 **Paying Authority:** - CEO/CFO or the authorized representative of the accounts department.
- 13.3 **Certifying Authority:-**DGM/M&BD/ SRBWIPL/Kulti or the authorized representative.
- 13.4 **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 Dy. General Manager who is not directly connected with the order under the Arbitration & conciliation Act 1996. Any legal dispute that may arise will be settled within the jurisdiction of the Court of Kolkata.
- 13.5 **Validity of offer:** - The offer should remain valid for 90 (Ninety) days from the opening date of tender.
- 13.6 Tender documents are required to be submitted in physical mode only.
- 13.7 Bidder sending tender by post will do so, solely on their own risk and SRBWIPL will not be responsible for any loss in transit or postal delay.
- 13.8 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.
- 13.9 Bidder shall have no right to issue Addenda to tender documents to qualify, amend supplement or delete any of the conditions, clauses or items therein after submission of the tender at SRBWIPL.
- 13.10 The Bidder (henceforth shall be called as Contractor) should strictly abide by the company's rule, regulation, and instruction issued from time to time in respect of all matters.
- 13.11 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.
- 13.12 Contractor shall submit bill on his letter head only.
- 13.13 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 general public.
- 13.14 The Corrigendum /addendum may be added with the approval of the Competent Authority before opening of the tender.

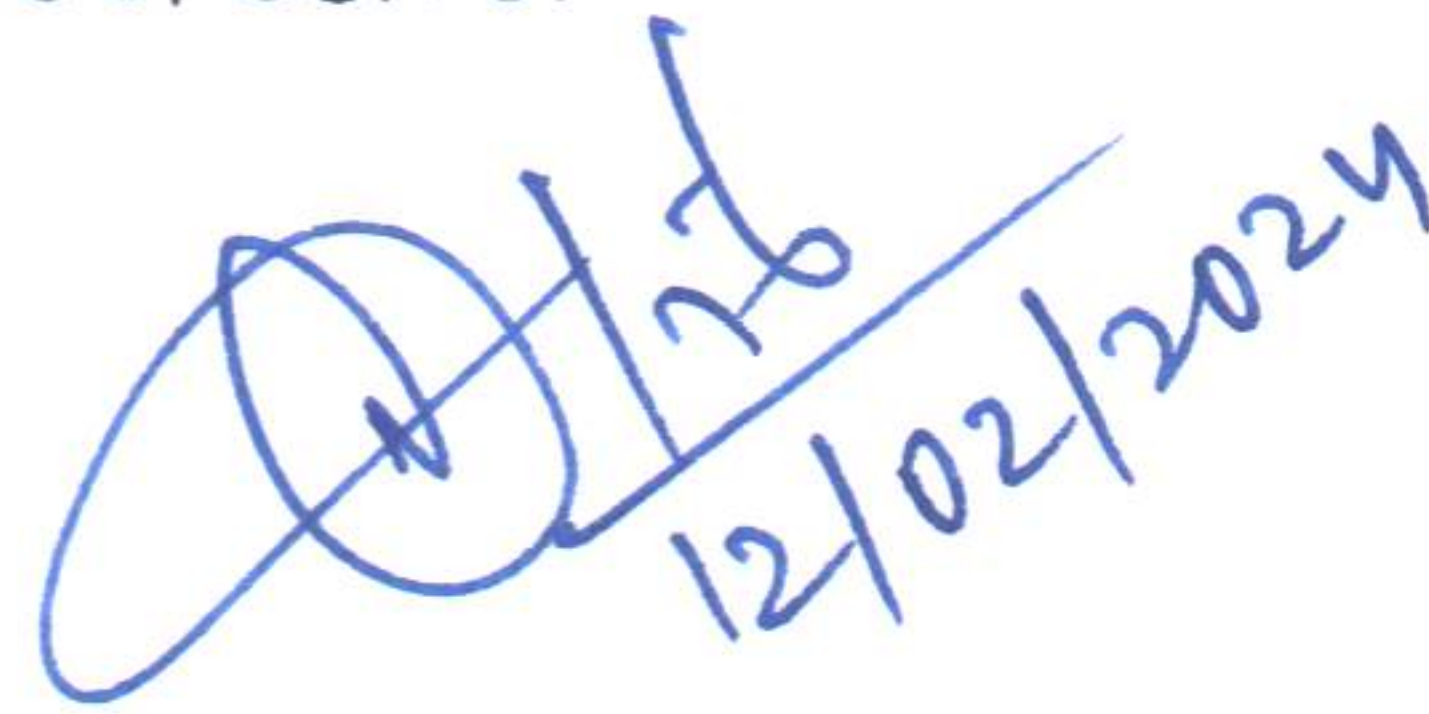


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- 13.15 **Income Tax:** - Income Tax will be deducted at the prevailing rates from the bill of the contractor and any increase in Income Tax or Surcharge thereto will be borne by the Contractor.
- 13.16 **Preference to MSME Units:-** Offers from MSME units will be considered for placements of order in accordance with the guidelines circulated vide Ministry of MSME, Government of India Notification No. 503, Dated 23.03.2012 and subsequent notification therein.
- 14.0 GST Clause**
- 14.1 For the purposes of levy and imposition of GST, the expressions shall have the following meanings: a) GST - means any tax imposed on the supply of goods and/or services under GST Law. b) Cess - means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017. Page 28 of 85 c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
- 14.2 The rates quoted by the Vendor/Contractor/Contractor shall be inclusive of all taxes, duties, levies and Cess except GST. Vendor/Contractor/ Contractor has to clearly show the amount of GST separately in the Tax Invoices raised by them. Further, it is the responsibility of the Vendor/Contractor/Contractor to make all possible efforts to make their accounting and IT system GST compliant in order to ensure timely availability of Input Tax Credit (ITC) to SRBWIPL.
- 14.3 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/Contractor/ Contractors and the consideration for which is recovered by SRBWIPL in the form of reduction in the value of invoice raised by Vendor/Contractor/ Contractor, then SRBWIPL will raise GST invoices on such transactions and the same will be borne by Vendor/Contractor/Contractor.
- 14.4 Evaluation of L-1 prices shall be done based on landed cost net of Input Tax Credit of GST, if available to SRBWIPL. SRBWIPL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the Vendor/Contractor/Contractor for additional payment/liability shall not be admitted and has to be borne by the Vendor/Contractor/Contractor.
- 14.5 For the purpose of this contract, it is agreed between the parties that if any new taxes, duties or levies other than GST is introduced subsequent to the final date of submission of tender or reverse auction by the Central/State Government & Local Authorities and such new taxes, duties or levies become payable, then an equitable adjustment on account of new taxes, duties or levies in the contracted price shall be made which shall be subject to the production of documentary evidence by the Vendor/ Contractor/Contractor. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows: a. If input tax credit (ITC) is available, the adjustment in contract price for such new tax shall be made. b. In other cases (i.e. where tax credit is not available), adjustment in contract price shall be made only if the new tax is enacted during the period of extension arising out of reasons attributable to SRBWIPL.
- 14.6 In case of variation (increase/decrease) in the rate of GST after the final date of submission of tender or reverse auction, the said revised rate shall be reimbursed or recovered on production of relevant statutory documentary evidence. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows: a. If input tax credit (ITC) is available, the said revised rate shall be reimbursed or recovered. b. In other cases (i.e. where input tax credit is not available), the said revised rate shall be reimbursed only if the reasons for extension of the contract is attributable to SRBWIPL. In any case, recovery shall be made in case of a downward variation in the rate of tax.
- 14.7 Vendor/Contractor/Contractor agrees to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and/or acceptance or rejection of credit notes/debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by SRBWIPL in the customized format shared by SRBWIPL in order to enable SRBWIPL to update its database, etc. that may be necessary to match the invoices on GSTN common portal and enable SRBWIPL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
- 14.8 In case Input Tax Credit of GST is denied or demand is made on SRBWIPL by the Central/State Authorities on account of any non-compliance by Vendor/Contractor/Contractor, including non-payment of GST charged and recovered, the Vendor/Contractor/Contractor shall indemnify SRBWIPL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. SRBWIPL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the Vendor/Contractor/Contractor and /or also from any sum payable to the contractor by any other SAIL Plant or Unit.

12/02/2024

- 14.9 Vendor/Contractor/Contractor shall maintain high GST compliance rating track record at any given point of time.
- 14.10 Vendor/Contractor/Contractor is required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in Section 171 of the CGST Act relating to Anti-Profiteering Measure and the relevant provisions of GST Law.
- 14.11 Vendor/Contractor/Contractor shall avail the most beneficial Notifications, abatements, exemptions etc., if any, as applicable for the supplies under the Goods and Service Tax Act
- 14.12 Any recovery or payment from the contractor for allotment of land or provision of water, etc, and for provision of any service(s) to the contractor by the purchaser on a chargeable basis or any other recovery under any clause of this NIT , then such recovery or payment from the contractor shall be subject to levy of GST (as applicable as per prevailing GST Laws) on the amount of recovery to be made or payment to be collected from the contractor, However such charge of GST over and above the amount of recovery or payment due shall be available for credit benefit as Input Tax Credit for GST in the hands of the contractor.
- 15.0 Termination of Contract:-**In case of unsatisfactory performance relating to non conformity of the terms & conditions of the contract or 3 instances of imposition of penalty, SRBWIPL reserves the right to cancel the work order with one month notice with the forfeiture of SD/PG.

A handwritten signature in blue ink, followed by the date 12/02/2024, also written in blue ink.

PRICE BID FORMAT

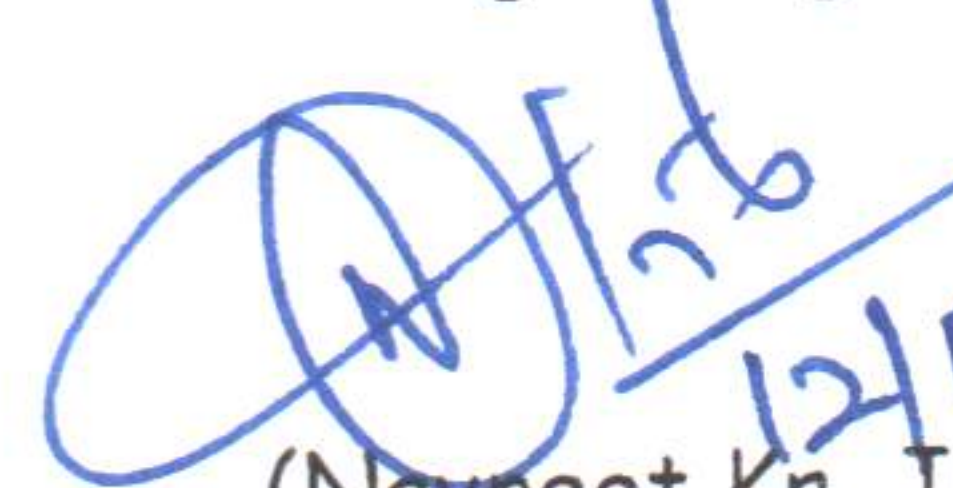
Sl No	Vehicle Offered	Monthly Charge of Vehicle with Driver for 12 hrs. X 7 days (Rs)	Mileage (Km per Ltr of Diesel)	Consumption of Engine Oil in Km/Ltr
1				

Overtime Rs _____

Note:

1. Interse position will be determined on the basis of lowest cost to the company calculated on 2530 Kms. The plying distance mentioned above is tentative and for calculation of interse position only. The actual running may vary month wise.
2. M/s SRBWIPL will hire one vehicle only whichever will be economical.
3. The price will be firm during the pendency of the contract. The bidder should submit an undertaking as per the format annexed with the price bid.
4. Taxes as applicable will be reimbursed in addition to the unit basic price as finalized in the tender.
5. **Past performance of the bidders in SRBWIPL will be considered during the evaluation of bids.**

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.


 (Navneet Kr. Jha)
 DGM/Purchase

Declaration of Firm Price

(To be submitted on the firm's letterhead with the signature and stamp of the authorized person)

Reference no.....

Date.....

To

DGM/Purchase

SAIL RITES Bengal Wagon Industry Private Limited

Kulti, Dist: Burdwan

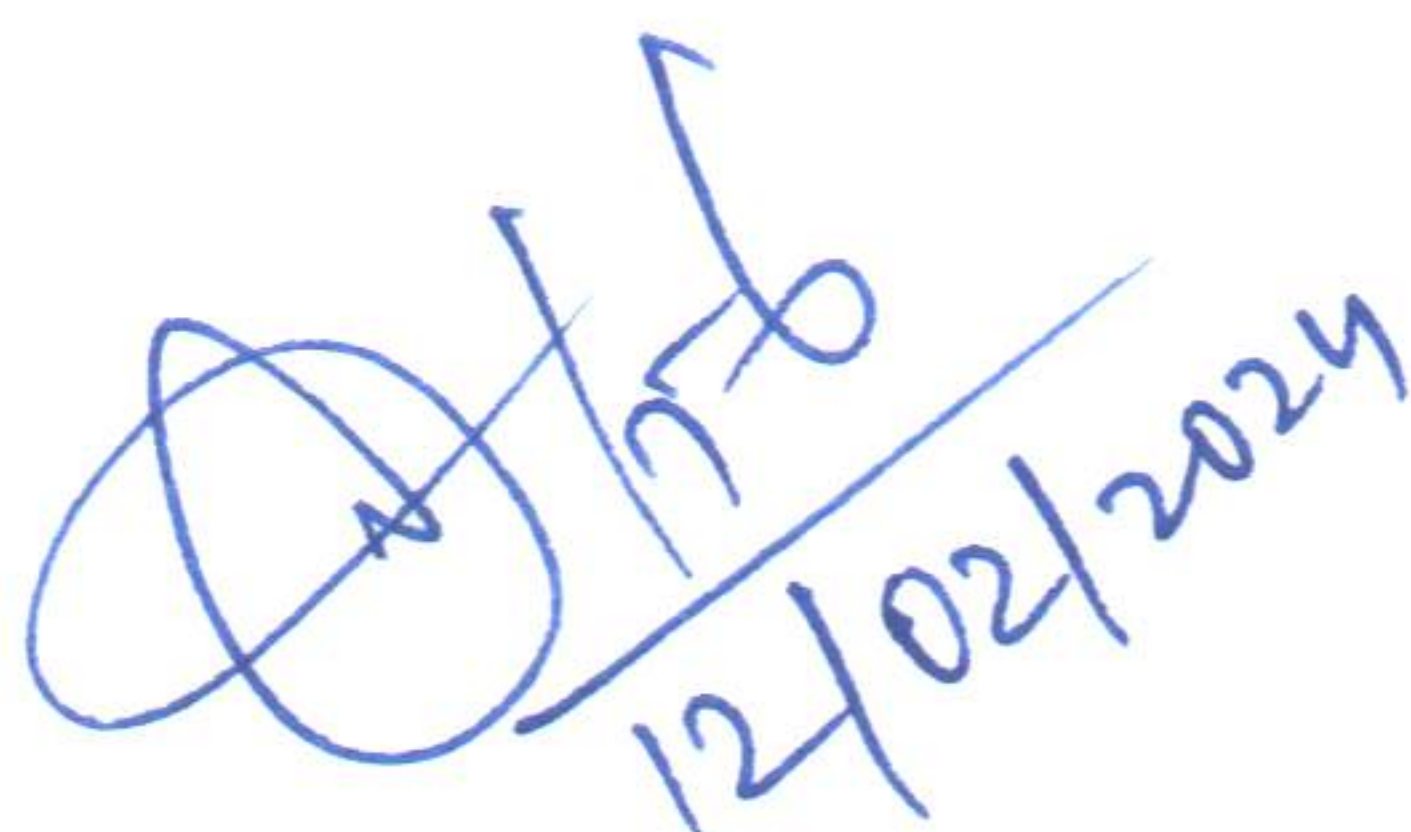
West Bengal

Sub: Undertaking for engagement of vehicle (Bolero or Scorpio) on a hiring basis for the office use at SRBWIPL, Kulti, West Bengal with a firm rate without any escalation during the pendency of the contract.

Ref: SRBWIPL/Vehicle/Hire/173-B/23-24/01, Date 12.02.2024

I do hereby declare that, the contract for the engagement of a vehicle (Bolero or Scorpio) on a hiring basis for the office use will be executed by us with the agreed basic price plus GST as applicable 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 12/02/2024 written below it.

Signature of Authorized Signatory of
Firm with company seal.

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

Date: _____

To
DGM/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 vendor.

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

I/We

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

or

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

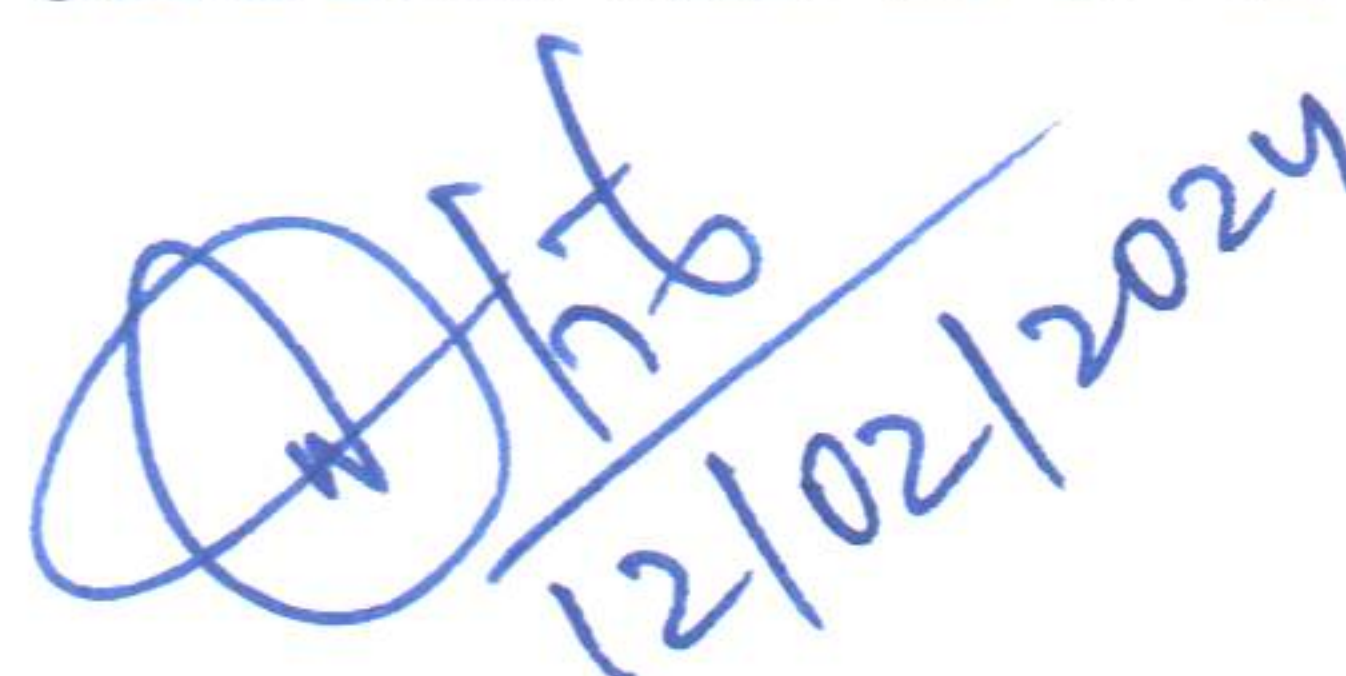
I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signature & designation of authorized person of the Bidder

Corporate Seal

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

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

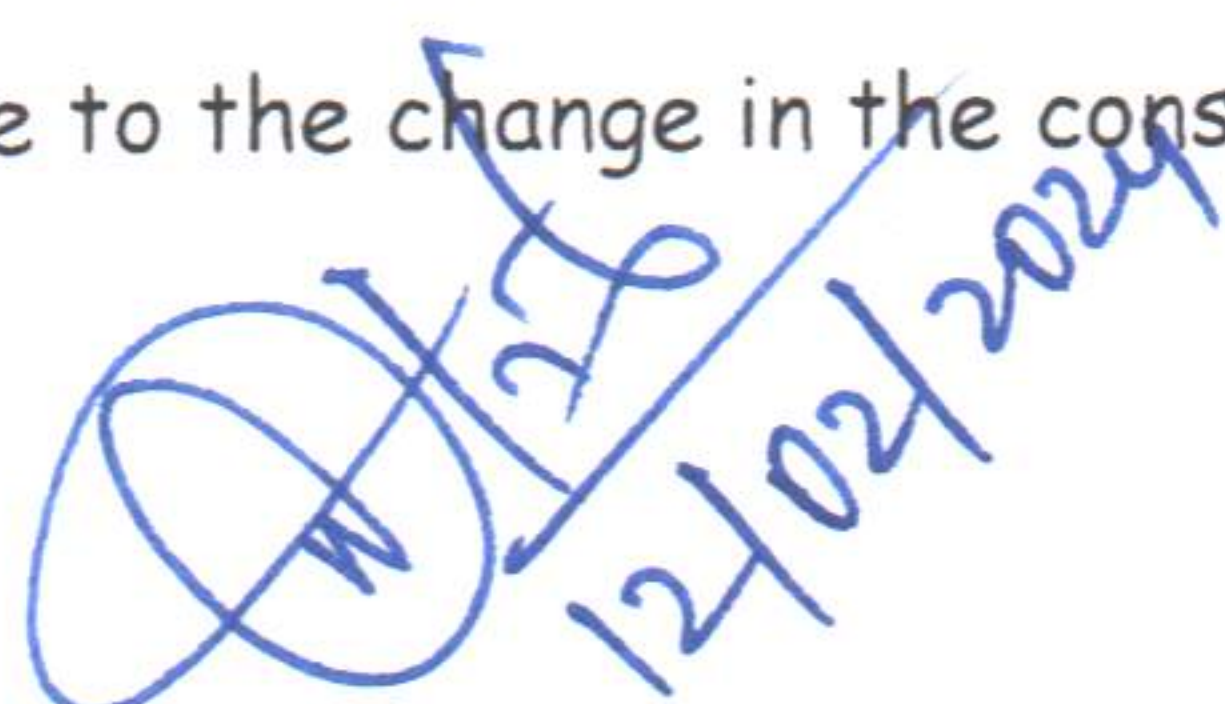

12/02/2024

(Signature & Stamp of Bidder)

(This is for the purpose of submission of Performance Guarantee after awarding of 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 the 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 the contract for Hiring of a vehicle at SRBWIPL Factory, Kulti (hereinafter called the "The said letter of Acceptance/Agreement") of performance guarantee for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said letter of Acceptance, on the production of the 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 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)/contractor(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 valid discharge of our liability for payment there under the contractor(s)/contractor(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 Contract i.e. up to (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 the change in the constitution of the Bank or the Contractor(s).



Handwritten signature and date stamp: 12/02/2024

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.

Dated _____ day of _____ 2024

Witness:

For _____ (Name of the Bank)

(Signature)

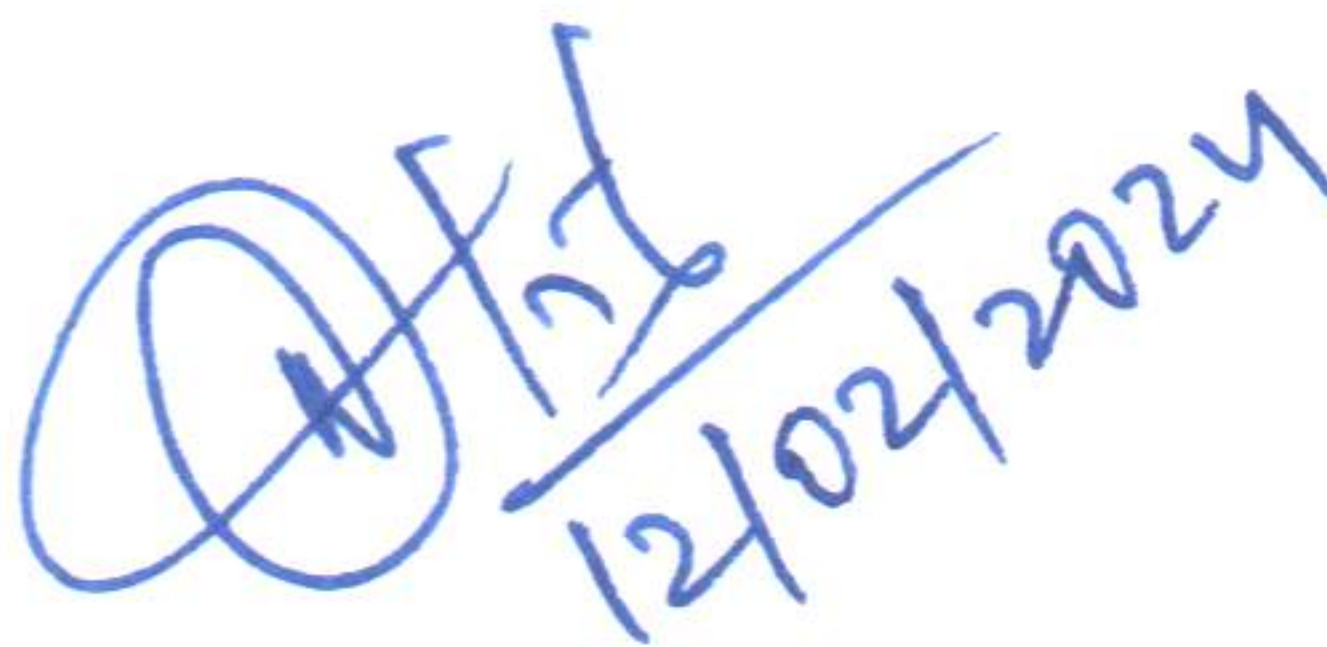
(Signature)

(Full Name & official Address)

(Full Name)

Official Address, Designation and Bank Seal
Power of Attorney no: _____

Date: _____

A handwritten signature in blue ink, consisting of a stylized 'F' and 'J' intertwined, with the date '12/02/2024' written 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 the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an External Independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

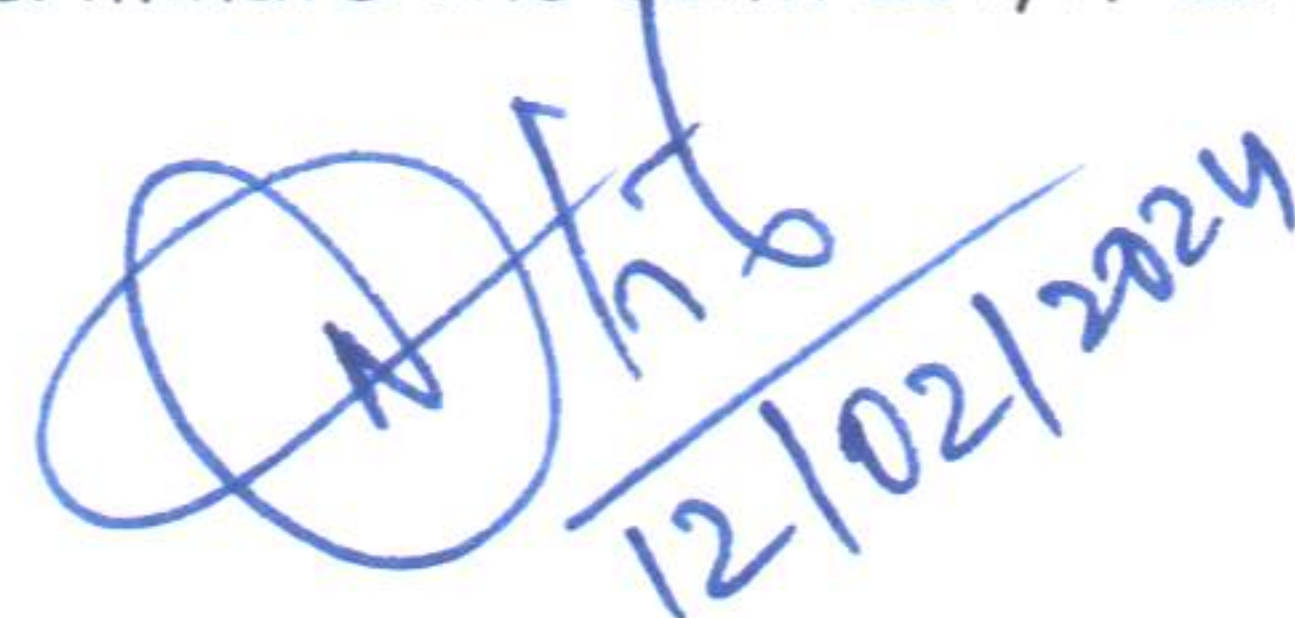
1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 1. No employee of the Principal, personally or through family members, will be in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
 2. The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tendered process or the execution of the contract.
 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 the 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.


12/02/2024

(Signature & Stamp of Bidder)

(1) If the Bidder / Contractor has committed a transgression through a violation of Section- 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of 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 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 entitle 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 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 incorrect statement on this subject, he can be disqualified from the tended 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

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

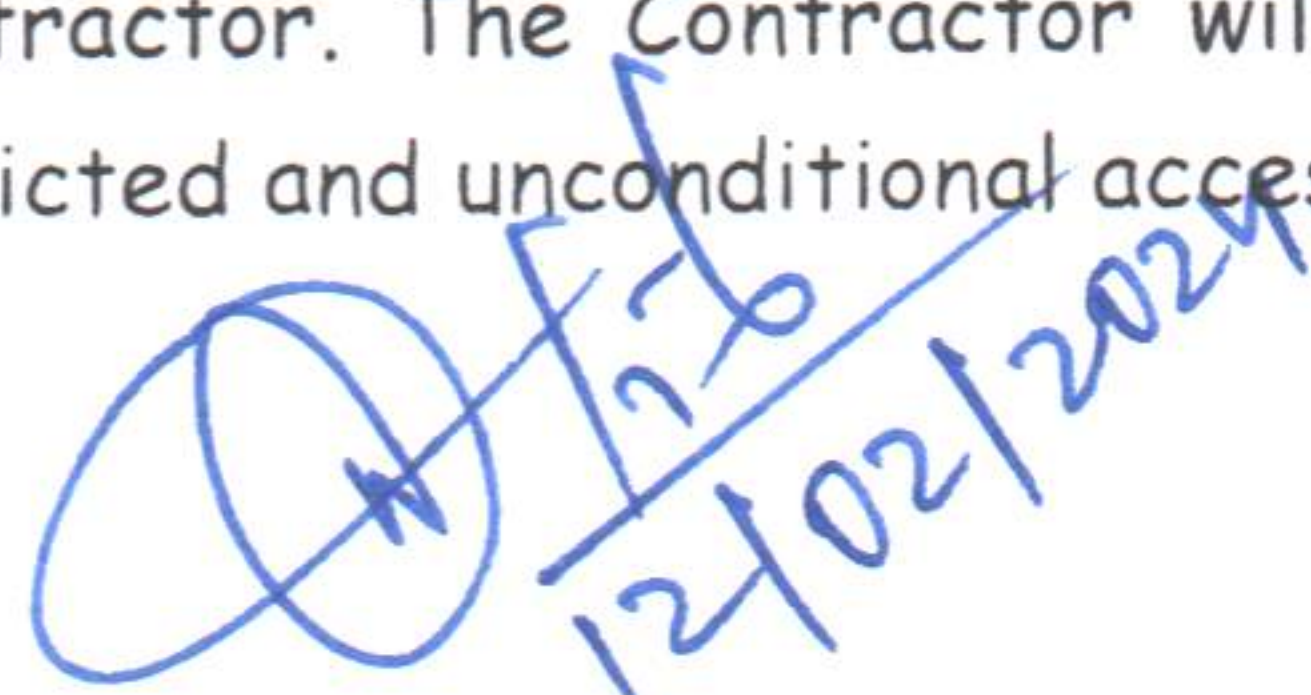
(to be decided by the Competent authority of the Principal)

(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 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.

(Signature & Stamp of Bidder)

12/02/2024

The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

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

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

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

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

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

Section 9 - Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by competent authority of the Principal.

Section 10 - Other provisions

(1) This agreement is subject to Indian Law. 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)

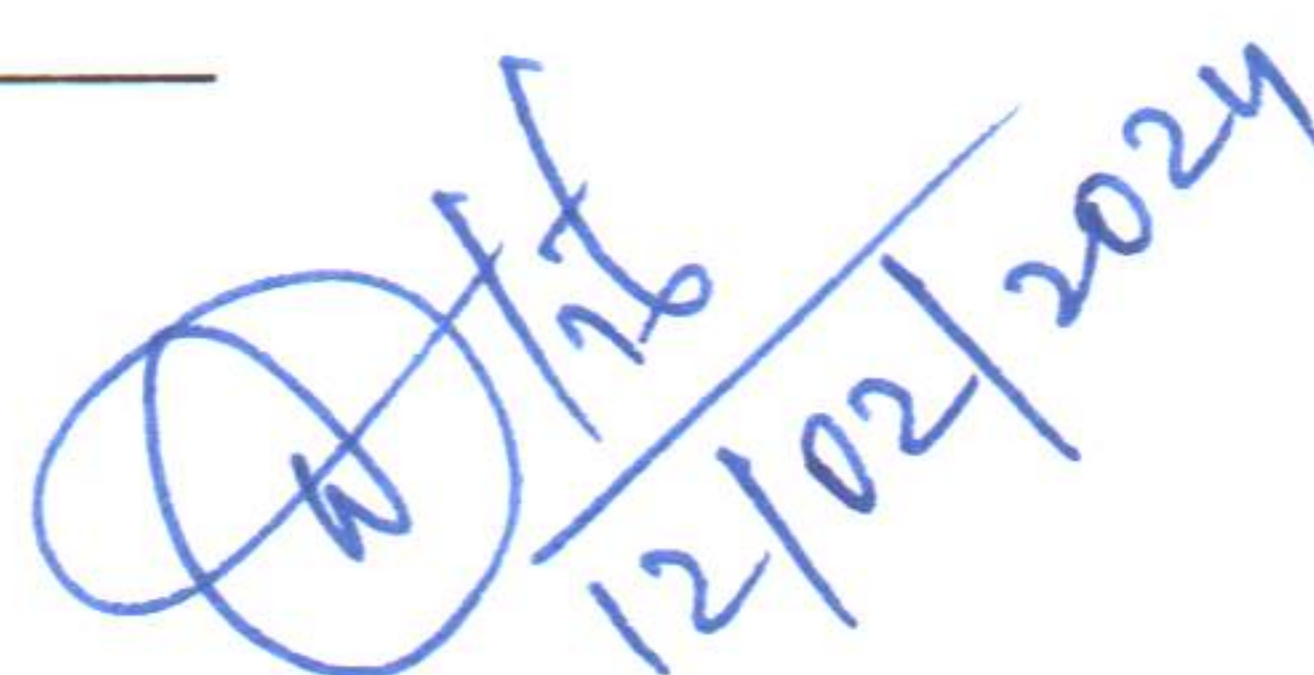
For the Bidder / Contractor
(Official Seal)

Place: _____

Witness: 1. _____

Date: _____

2. _____


12/02/2024

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

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

Date.....

Tender No.....

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

Dear Sir/Madam,

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

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

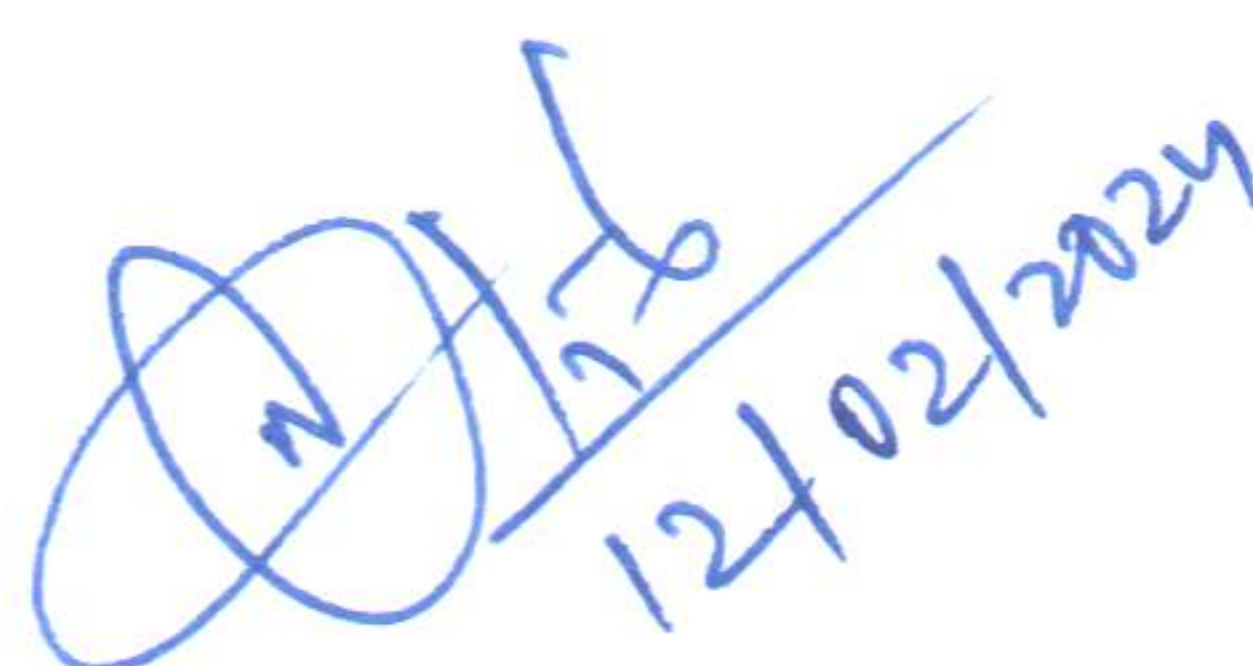
I/We hereby certify that I/We fulfil all requirements in this regard and am/are eligible to be considered.

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

(Signature and Stamp of the Bidder)

Bidder Name:

Address:

A handwritten signature in blue ink, followed by a date stamp '12/02/2024' also in blue ink.

(Signature & Stamp of Bidder)

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

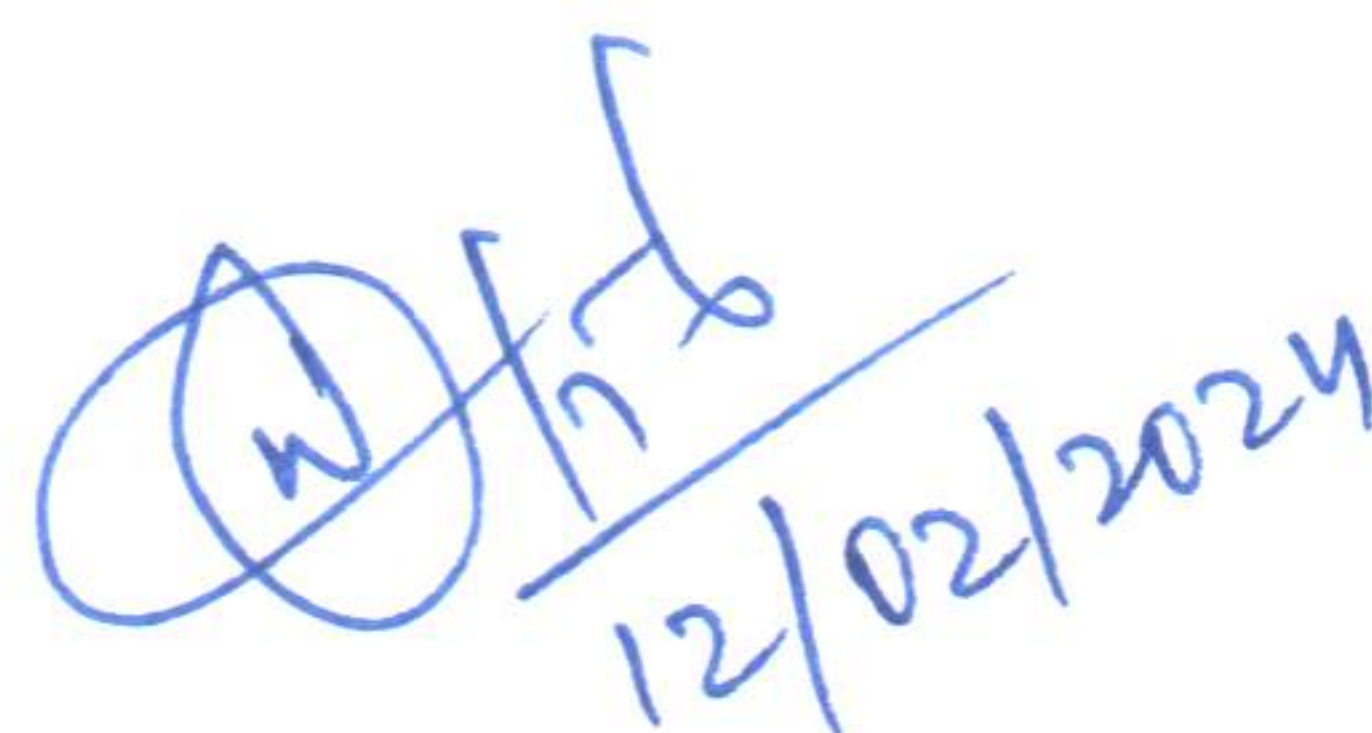
I (Name and Designation) appointed as the attorney/authorized signatory of the bidder (including its constituents) M/s (Hereinafter called the bidder) for the purpose of the tender document for as per the Tender No. SRBWIPL/Vehicle/Hire/173-B/23-24/01, Date 12.02.2024 (SAIL RITES Bengal Wagon Industry Pvt. Ltd.), do hereby solemnly affirm and state on behalf of the bidder including its constituents as under:

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

Place:

Date:

SEAL AND SIGNATURE OF
THE BIDDER



 12/02/2024

(To be filled and printed on the company's Letter Head)

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.

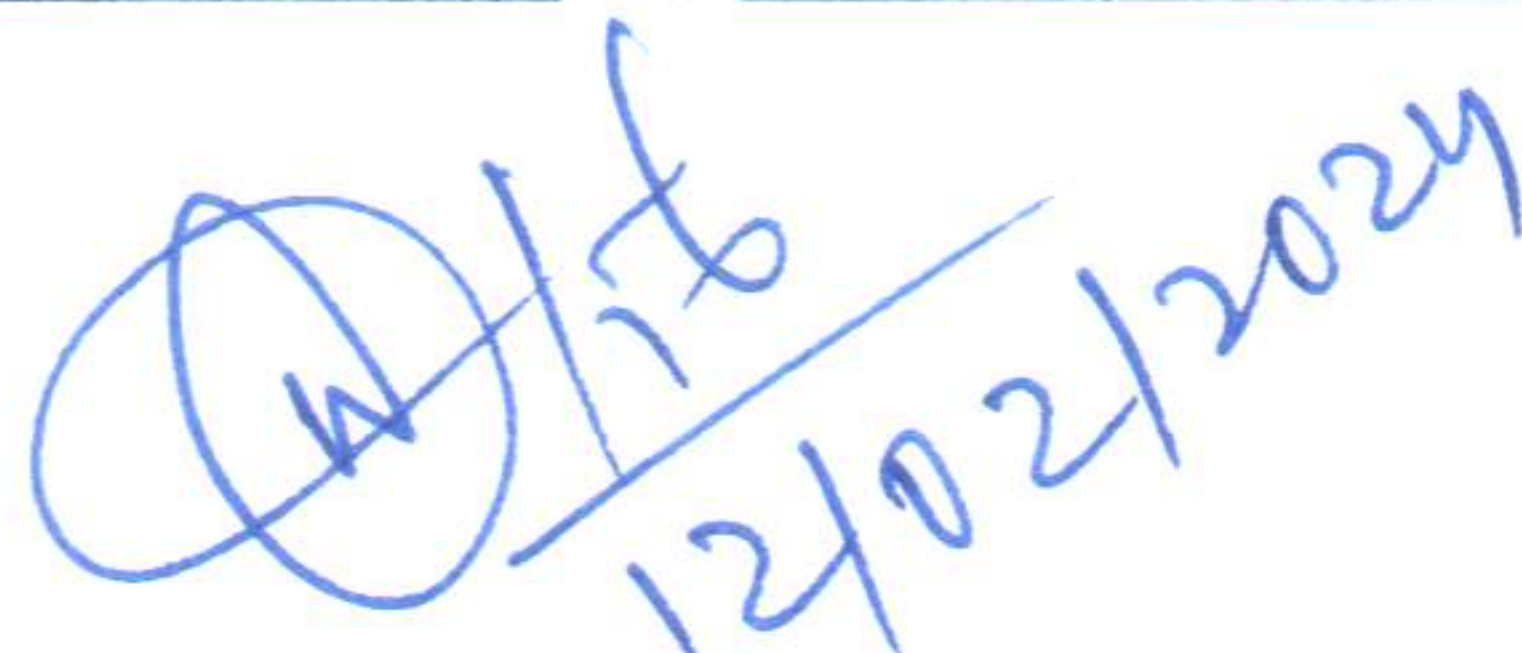
We authorize (Name of the deductor) to recover the differential tax at higher rates along with applicable interest and penalties in case above mentioned information is proved to be incorrect.

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

Signature & designation of the authorized person of the Bidder

Corporate Seal

Dated on _____ day of _____ 20 _____



(Signature & Stamp of Bidder)