

SAIL RITES BENGAL WAGON INDUSTRY PRIVATE LIMITED (SRBW IPL)
(A Joint Venture Company of SAIL and RITES)
CIN : U352000DL2010PTC211955
Regd Office: Scope Minar, Laxmi Nagar, New Delhi – 110092
Admin Office & Works: Kulti, Dist: Paschim Bardhaman, W.B, PIN: 713343
e-mail address: purchase.srbwipl@gmail.com

Tender No. SRBW IPL/WS/Cable/124/2022-23/01
Date 10.02.2023

Tender Document Fee Rs. 1,000.00
EMD: Rs. 540.00

Sub: Open tender for procurement of Earthing Copper Cable (600 Amp, Dia 75 mm)

Last Date & Time of Submission: By 12:00 PM on 20.02.2023
Date & Time for opening of tender: At 12:30 PM on 20.02.2023

"Sealed tenders in two packet system is invited for procurement of Earthing Copper Cable (600 Amp, Dia 75 mm)"

Annexure – I: Schedule of Requirement
Annexure – II: Instruction to the bidders & general conditions of contract.
Annexure – III: Special conditions of contract
Annexure – IV: Price Bid Format

- 1) Bidders are required to submit their offers in sealed envelope, and to be submitted on or before last date & time of submission specified in the tender document.
- 2) Bidders are required to super scribe the tender number, due date of submission & opening on the face of envelope and address the same to Dy. General Manager/Purchase/ SRBW IPL/ Kulti, P.O-Kulti, Dist-Paschim Bardhaman, Pin-713343, W.B.
- 3) Bidders must enclose the documentary evidence in support of proof as mentioned in the tender document.
- 4) All other terms and conditions will be as per General & Special terms and conditions detailed in the tender document.
- 5) Tender without Tender fees will be summarily rejected. Tender fee/EMD may be submitted in the form of DD drawn on the name of M/s. SAIL RITES BENGAL WAGON INDUSTRY PVT. LTD. payable at Kulti or may be remitted to our bank account, details of which given below :-
 - a) Name of the Bank : State Bank of India
 - b) Branch Name & Address: SME Branch, UG Floor, Ozone Plaza, Bank More, Dhanbad, PIN: 826001, Jharkhand.
 - c) IFS Code : SBIN0006541
 - d) Branch Code : 06541
 - e) MICR Code : 826002017
 - f) Account No : 3 7 8 1 4 7 0 5 4 3 6
- 6) Sealed Tender, addressed to Dy. General Manager/Purchase/ SRBW IPL/Kulti, P.O-Kulti, Dist-Paschim Bardhaman, Pin-713343 (W.B.) may be dropped in our Tender Box or may be sent by Registered Post but must reach us positively within 12:00 hrs of 20.02.2023, no offer shall be accepted after the closure of tender box in whatsoever mode of receipt.
- 7) The techno commercial bid will be opened on 20.02.2023 and the price bid of the eligible bidders will be opened later will be informed.


For SAIL RITES Bengal Wagon Industry Pvt. Ltd.

Schedule of Requirement

Sl No	Description	UOM	Quantity
1	Earthing Copper Cable (600 Amp, Dia 75 mm)	Metre	100

Note

1. The interse position of bidders will be determined on the basis of total landed cost to SRBWIPL.
2. The rate will be firm during the pendency of contract. Bidder shall submit an undertaking as per the format annexed with the price bid.
3. Past performance of supply of the bidders to SRBWIPL will be considered during evaluation of bids.


10/02/2023

Instruction to the Bidders and General Conditions of Contract

1.0 CONTENT OF BIDS**1.1 BID SHALL CONTAIN THE FOLLOWING :-**

- a. Tender document fee of Rs 1,000.00 and EMD of Rs 540.00.
- b. Copy of PAN.
- c. All the pages of the tender document duly signed and stamped by the Bidders as a token of acceptance of all terms and conditions is to be returned along with the offer.
- d. Copy of GST registration.
- e. Copy of valid SSI/MSME/NSIC Registration Certificate (If applicable any).
- f. Copy of Bank mandate duly authorized by Banker. (The Bank Mandate submitted with the offer cannot be changed till the completion of contract. If the vendor intends to change the Bank Mandate then an NOC from the existing banker should be submitted)

1.2 PRICE BID SHALL CONTAIN THE FOLLOWING :-

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

2.0 RATES :-

2.1 Unit Rate & Total Price as per scope of supply detailed in Part-I shall be quoted in "Price Bid" in Part IV.

2.2 Based on the uniform codification system introduced by Govt. of India under GST regime, GST rate prevailing on the date of supply as notified for the materials shall be applicable for reimbursement in addition to the unit basic price as finalized in the tender. For details refer to GST Clauses.

2.3 Income Tax deduction u/s 194Q:

As per the section 194Q of Income Tax Act (1961), the buyer of goods is liable to deduct Tax deducted at source ('TDS') on the amount exceeding Rs. 50 lakhs in case the turnover, total sales or gross receipts of the buyer exceeds Rs. 10 crores during the financial year immediately preceding the financial year in which the purchase of goods is carried out.

Hence non-compliance of above provision, with effect from 1st July 2021, we shall be deducting TDS under section 194Q at the rate of 0.1% on the amount of purchases made during the year. **"Buyer have to provide proof of valid PAN else TDS will be deducted at higher rate of 5% or as per the rate notified by the Income Tax department from time to time."**

In addition to above, we request you to not collect Tax collected at source ('TCS') under section 206C (1H), as section 194Q (5) specifically provides that in case buyer has deducted TDS under section 194Q, then the seller is not required to collect TCS on the same transaction and hence only the buyer is liable to deduct TDS on such transaction.

Provision of Sec-206 AB – Declaration.

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

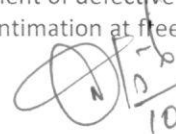
- 3.1** Earnest money / Bid Security of Rs 540.00 should be deposited along with the bid.
- 3.2** The units registered with SSI, NSIC, MSME, Co-operative Society, DGS&D or PSU may be exempted from submission of EMD on production of documentary evidence.
- 3.3** If the bid security is exempted for any bidder then the bidder has to submit a Bid Securing Declaration as per format specified in Annexure- "A".

4.0 Security Deposit (SD):-

- 4.1** Security deposit equivalent to 3% of the total contract value shall have to be deposited by the successful bidder within 15 days from the date of Purchase order in the form of (a) Demand draft in favor of SAIL RITES BENGAL WAGON INDUSTRY PRIVATE LIMITED Payable at KULTI or (b) Bank guarantee as per format provided by SRBWIP which should be valid till the completion of contract. In case the SD is not submitted within 15 days from the date of the P.O, then the SD may be built up by deducting the amount proportionately from the bills of the contractor. The SD shall bear no interest and will be forfeited for non-performance of the contract by the successful bidder. However SD may be waived for SSI Unit registered with NSIC, MSME, PSU units, DGS&D & Co-operative society. The SD may also be waived for RDSO approved vendor, proprietary items, original equipment supplier.

4.2 Performance Guarantee (PG):-

The contractor shall have to submit PG @ 3% of the total contract value within 15 days from date of P.O. In respect of vendors being NSIC, MSME units, SSI, DGS&D, Co-operative society & RDSO registered or PSU qualifying for exemption of submission of SD, PG for 3% of total contract value is to be submitted by them. The PG shall remain valid up to the completion of contract period. The SD, if submitted, may be converted to PG. The contractors who will submit SD, no PG is required to be submitted by them in such case. Contractors are responsible for the quality of the materials, workmanship, smooth operation etc. During the Guarantee period, if any defect is detected for supply item or poor workmanship, the agency is responsible for replacement of defective component or repairing of wagon wherever applicable, within 2 weeks from the date of receipt of intimation at free of cost or else an amount equivalent to defective lot will be deducted from the PG.

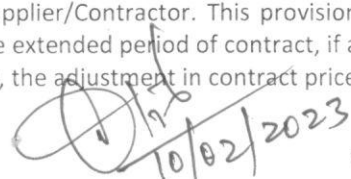

10/02/2023

(Signature & Stamp of Bidder)


- 4.3 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.
- 4.4 On due performance and the completion of contract period the SD/PG may be returned without any interest on certification of the concerned department.
- 4.0 **Documents-Privacy & Confidentiality :-**
The Supplier 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.
- 6.0 **Delivery terms:-**
a. The material should be delivered within 10 days from the date of issuing the order.
b. Each lot should be delivered with original Tax Invoice.
- 7.0 **Contract Period:-**
The contract period will be for 03 months from the date of issuing the purchase order and the contract period may be extended by SRBWIPL management at the discretion of competent authority.
- 8.0 **Payment Terms :-**
a. The payment will be made within 30 days from the date of submission of tax invoice with relevant documents.
b. The supplier has to submit GST compliant invoice and challan (if any) to the authorities mentioning its GSTIN.
c. The supplier 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.
d. 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.
e. The payment will be made through account payee cheque in the name of the firm/RTGS/Online.
- 9.0 **Mode of Despatch :-**
a. Mode of dispatch: By road transport on door delivery basis.
b. Date of delivery would be date of receipt of material at Consignee's end (SRBWIPL Factory, Kulti)
c. Freight charges shall be included by Bidder in the price, freight should not be mentioned separately and no extra amount towards freight will be paid by SRBWIPL.
d. Transit risk / Insurance cover while the material is in transit will be borne by the supplier.
- 10.0 **Distribution of tendered quantity :-**
a. Full Order quantities will be awarded to the L1 Bidder only.
b. However M/s SRBWIPL management reserves the right to distribute the total tendered quantity in the suitable ratio at the discretion of management without assigning any reason whatsoever for greater interest of the company.
- 11.0 **Inspection:-**
11.1 Inspection of materials will be carried out by the QA department of Sail Rites Bengal Wagon Industry Pvt. Ltd. The cost of test at Government Test House or other institutions if required will be on the Contractor's account.
11.2 The defective material should be replaced within 07 days from the date of rejection or else the material will be treated as scrap and the company will not be liable to return it after 07 days.
- 12.0 **PREFERENCE TO MSME UNITS**
Offers from MSME units will be considered for placement of order in accordance with the guidelines circulated vide Ministry of MSME, government of India Notification No. 503, Dated 23.03.2012 and subsequent notification therein.
- 13.0 **OTHER TERMS & CONDITIONS:-**
13.1 **Firm Rate:-**Quoted rates shall remain FIRM during pendency of contract and no escalation will be allowed. Bidders are requested to submit a declaration as per format annexed with price bid.
13.2 **Paying Authority:-** CEO/CFO or his authorized representatives of Accounts Department as delegated by competent authority of SAIL RITES Bengal Wagon Industry Pvt. Ltd, Kulti.
13.3 **Certifying Authority:-**DGM/QA/SRBWIPL/Kulti or his Authorized representatives of concerned departments as delegated by CEO of SAIL RITES Bengal Wagon Industry Pvt. Ltd, Kulti.
13.4 **Arbitration :-** All questions, disputes or differences whatsoever arising between the SRBWIPL and Supplier 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 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 **Quantity Variation Clause:** - SRBW IPL management reserves the right to exercise quantity variation clause @ $\pm 30\%$ of the order at the same rate and terms within the currency of the contract and Supplier will be bound to accept the repeat order.
- 13.7 **Termination of Contract and Risk Purchase:** - In case of abnormal delays (beyond the maximum delivery period) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order or variation of quantity of order by Railway Board, SRBW IPL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. SRBW IPL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, SRBW IPL reserves the right to reject the offer. In case for compelling reasons SRBW IPL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken for invocation of Risk Purchase clause from the pending bills, SD, PBG or other dues if any from SRBW IPL. This will be without prejudice to any other right of SRBW IPL under the contract.
- 13.8 Tender documents required to be submitted in physical mode only.
- 13.9 Bidder sending tender by post will do so, solely on their own risk and SRBW IPL will not be responsible for any loss in transit or postal delay.
- 13.10 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.
- 13.11 In the event of SRBW IPL's office remaining closed on the day of opening of the tender for any unforeseen reason, the tender shall be received up to 12:00 P.M. on the next working day of SAIL RITES Bengal Wagon Industry Pvt. Ltd. and will be opened at 12:30 P.M. thereafter in presence of such Bidder who may like to be present.
- 13.12 Bidder shall have no right to issue Addenda to tender documents to qualify, amend supplement or delete any of the conditions, clauses or items therein after submission of the tender at SRBW IPL.
- 13.13 The Bidder (henceforth shall be called as Supplier) should strictly abide by the company's rule, regulation, and instruction issued from time to time in respect of all matters.
- 13.14 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.
- 13.15 Supplier shall submit bill on his letter head only.
- 13.16 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.
- 13.17 The Corrigendum /addendum may be added with the approval of the Competent Authority before opening of the tender.
- 13.0 GST CLAUSES:-**
- 13.1 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.
- 13.2 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 SRBW IPL.
- 13.3 SRBW IPL shall declare in the Tender about value / estimated value of free issue of material and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by SAIL and used by Vendor/Supplier/ Contractors and the consideration for which is recovered by SRBW IPL in the form of reduction in the value of invoice raised by Vendor/Supplier/ Contractor, then SRBW IPL will raise GST invoices on such transactions and the same will be borne by Vendor/Supplier/Contractor.
- 13.4 Evaluation of L-1 prices shall be done based on landed cost net of Input Tax Credit of GST, if available to SRBW IPL. SRBW IPL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the Vendor/Supplier/Contractor for additional payment/liability shall not be admitted and has to be borne by the Vendor/Supplier/Contractor.
- 13.5 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


10/02/2023

- 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 RMD.
- 13.6 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 SRBWIP. In any case, recovery shall be made in case of a downward variation in the rate of tax.
- 13.7 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 SRBWIP in the customized format shared by SRBWIP in order to enable SRBWIP to update its database, etc. that may be necessary to match the invoices on GSTN common portal and enable SRBWIP to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
- 13.8 In case Input Tax Credit of GST is denied or demand is made on SRBWIP 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 SRBWIP 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. SRBWIP, 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.
- 13.9 Vendor/Supplier/Contractor shall maintain high GST compliance rating track record at any given point of time.
- 13.10 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.
- 13.11 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
- 13.12 Any recovery or payment from the contractor for allotment of land or provision of water, etc, and for provision of any service(s) to the contractor by the Purchaser on chargeable basis or any other recovery under any clause of this NIT , then such recovery or payment from the contractor shall be subject to levy of GST (as applicable as per prevailing GST Laws) on the amount of recovery to be made or payment to be collected from the contractor, However such charge of GST over and above the amount of recovery or payment due shall be available for credit benefit as Input Tax Credit for GST in the hands of contractor.


10/02/2023

SPECIAL CONDITIONS OF CONTRACT**1.0 GENERAL:-**

Successful Bidder shall ensure supply of full ordered quantity of materials within the stipulated delivery period in the order.

2.0 PACKING:-

- 2.1 The supplier shall provide such roadworthy packing of the goods as he is required to prevent their damage or deterioration during transit to the final destination. The packing shall be sufficient to withstand without limitation rough handling during transit and exposure to extreme temperature, rainfall, transit damage etc during open storage.
- 2.2 The indigenous supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit. The packing shall be sufficient to withstand the rigours of road transportation.

3.0 LIQUIDATED DAMAGES:- Recovery of Liquidated Damage (LD) shall be levied @ 1/ 2 % (Half Percent) of the price of the store per week or part of the week during which delivery is accepted and the upper limit for recovery of LD in supply contracts is 10% (Ten Percent) of the value of contract (Including Elements of Taxes, Duties etc.) irrespective of delays on the part of suppliers, unless otherwise provided, specifically in the contract.

SRBWIPPL reserves the right to regulate the in-take or off-take of materials as well as to re-fix the terminal date of delivery.

4.0 FORCE MAJEURE:-

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

5.0 GUARANTEE / WARRANTY:-

- 5.1 The material shall be guaranteed for satisfactory performance for 12 months from the date of supply. The guarantee shall cover design, material and workmanship. The vendor at his own expense shall replace the defective lot within 07 days. All lots should be followed by Guarantee/ Warranty certificate.
- 5.2 Guarantee/Warranty certificate should be attached with every delivery challan/Tax Invoice.

6.0 TECHNICAL QUALIFICATION

- 6.1 The vendor should have an experience of supplying similar components within the last seven financial years (2015-16, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22).
- 6.2 The contractor should comply with any of the following conditions.
- The vendor should have completed at least 3 contracts during last 7 financial years including the current year, whose each contract value should not be less than Rs 10.80 thousand.
 - or
 - The contractor should have completed at least 2 contracts during last 7 financial years including the current year, whose each contract value should not be less than Rs 13.50 thousand.
 - or
 - The Contractor should have completed at least 1 contract during last 7 financial years including the current year, whose contract value should not be less than Rs 21.60 thousand.

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

6.3 Financial qualification

The firm should have average annual turnover of Rs 8.10 thousand during the financial years (2018-19, 2019-20 & 20-21).

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.

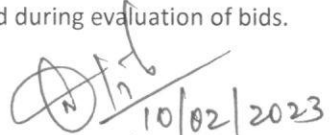
(Signature & Stamp of Bidder)
10/02/2023

Price Bid Format

Sl No	Description	UOM	Quantity	Price/Unit (Rs)	
				In Figures	In Words
1	Earthing Copper Cable (600 Amp, Dia 75 mm)	Metre	100		

Note:

1. The rate will be firm during the pendency of Contract. Bidder shall submit an undertaking as per format annexed with the price bid.
2. GST rate prevailing on the date of supply shall be applicable for reimbursement in addition to the unit basic price as finalized in the tender.
3. Past performance of supply of the bidders to SRBWIPL will be considered during evaluation of bids.


 10/02/2023
 For SAIL RITES Bengal Wagon Industry Pvt. Ltd.

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

Reference no.....

Date.....

To

Dy. General Manager/Purchase

SAIL RITES Bengal Wagon Industry Private Limited

Kulti, Dist: Paschim Bardhaman


West Bengal

Sub: Undertaking for supply of Earthing Copper Cable (600 Amp, Dia 75 mm) with firm rate without any escalation during pendency of contract.

Ref: Tender No. SRBWIPL/WS/Cable/124/2022-23/01, Date 10.02.2023

I do hereby declare that, the ordered quantity of Earthing Copper Cable (600 Amp, Dia 75 mm) will be supplied by us with the agreed basic price plus GST as applicable during the pendency of contract stipulated in the tender document. No price escalation will be demanded by us whatsoever the reason may be.

Signature of Authorized Signatory of Firm with company seal.


10/02/2023

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

Date: _____

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

Ref. Tender No. & date: SRBWIP/WS/Cable/124/2022-23/01, Dated

I/We the undersigned, declare that:

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

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

I/We

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

or

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

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

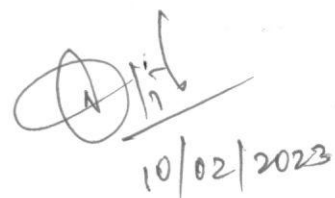
Signature & designation of authorized person of the Bidder

Corporate Seal

Dated on _____ day of _____ 2023 (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)

(Signature & Stamp of Bidder)



10/02/2023

(This is for the purpose of submission of Performance Guarantee after awarding of work 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 SRBW IPL) 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 SRBW IPL and (Name of firm) Contract for procurement of Earthing Copper Cable which has to be supplied at SRBW IPL 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 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 SRBW IPL an amount not exceeding ` against any loss or damage caused to or suffered or would be caused to or suffered by the SRBW IPL 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 SRBW IPL stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the SRBW IPL by reason of any breach by the said contractor(s) of any of the terms or conditions contain in the said letter of Acceptance/Agreement or by reason of the contractor(s) failure to perform the said letter of Acceptance/Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding `
3. We undertake to pay to the SRBW IPL any money so demanded not withstanding 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 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 SRBW IPL under or by virtue of the said letter of Acceptance/Agreement have been fully paid and its claims satisfied or discharged or till SRBW IPL 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 SRBW IPL that the SRBW IPL 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 SRBW IPL or any indulgence by SRBW IPL 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) / Supplier(s).


10/02/2023

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

Datedday of2022

Witness:

For (Name of the Bank)

(Signature)

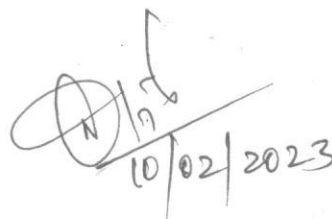
(Signature)

(Full Name & official Address)

(Full Name)

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

Date: _____


10/02/2023


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

I (Name and Designation) appointed as the attorney/authorized signatory of the bidder (including its constituents) M/s (Herein after called the bidder) for the purpose of the Tender Documents for as per the Tender No. SRBWIP/WS/Cable/124/2022-23/01, Date 10.02.2023 (SAIL RITES BENGAL WAGON INDUSRY 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 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 INDUSRY PVT. LTD and initiating any legal action as deemed fit by SAIL RITES BENGAL WAGON INDUSRY 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 INDUSRY PVT. LTD and initiating any legal action as deemed fit by SAIL RITES BENGAL WAGON INDUSRY PVT. LTD.

Place:
Date:

SEAL AND SIGNATURE OF
THE BIDDER


10/02/2023