

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/AMC/157C/24-25/01
Date: 04.06.2024

Tender Document Fee Rs 2,000.00
EMD Rs 50,000.00

Sub: Open tender for Engagement of manpower for Electrical substation, Loading & Unloading and Machine Shop at SRBWIPL Factory premises.

Last Date & Time of Submission: By 12:00 PM on 18.06.2024
Date & Time for opening of tender: At 12:30 PM on 18.06.2024

"Sealed tenders in two packet system is invited for "Engagement of manpower for Electrical substation, Loading & Unloading and Machine Shop at SRBWIPL Factory premises".

Annexure - I: Scope of work
Annexure - II: Instruction to the bidders & general conditions of contract.
Annexure - III: Special conditions of contract
Annexure - IV: Price bid format

- 1) Tenderer are required to submit the Techno Commercial bid and the price bid in separate envelopes and put together in a common envelope and to 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) Bidder are required to super scribe the tender number, due date of submission & opening on top of the envelope and address the same to the Dy. General Manager/Purchase/ SRBWIPL/ Kulti, P.O-Kulti, Dist-Burdwan, 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 fee 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/ SRBWIPL/Kulti, P.O-Kulti, Dist-Burdwan, Pin-713343 (W.B.) may be dropped in our tender box or may be sent by registered post but must reach positively within time. no offer will be accepted after the closure of the tender box in whatsoever mode of receipt.
- 7) The Techno commercial bid will be opened on 18.06.2024 at 12.30 PM but in the event of SRBWIPL's office remaining closed on the day of opening of 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 intimated in time.

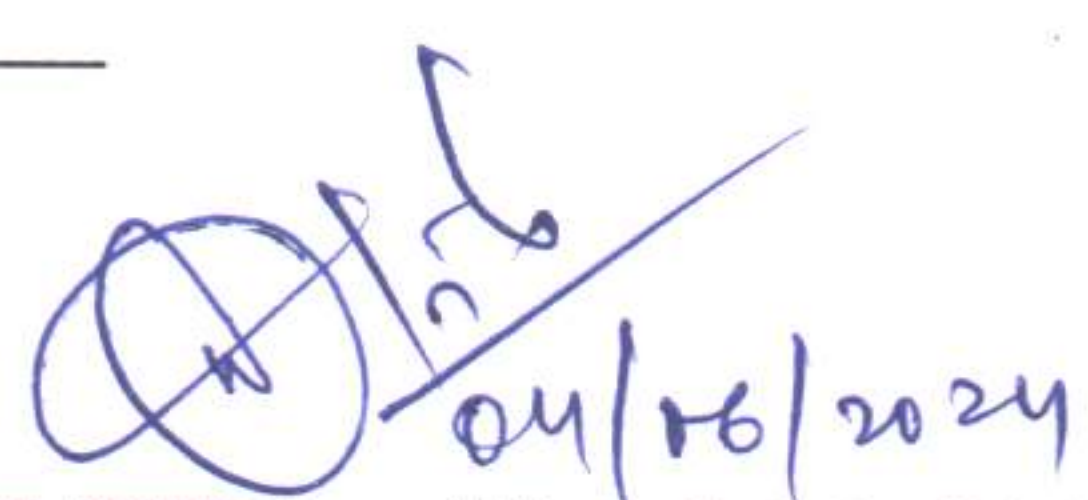
8) Contact Details of the Bidder

(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: _____

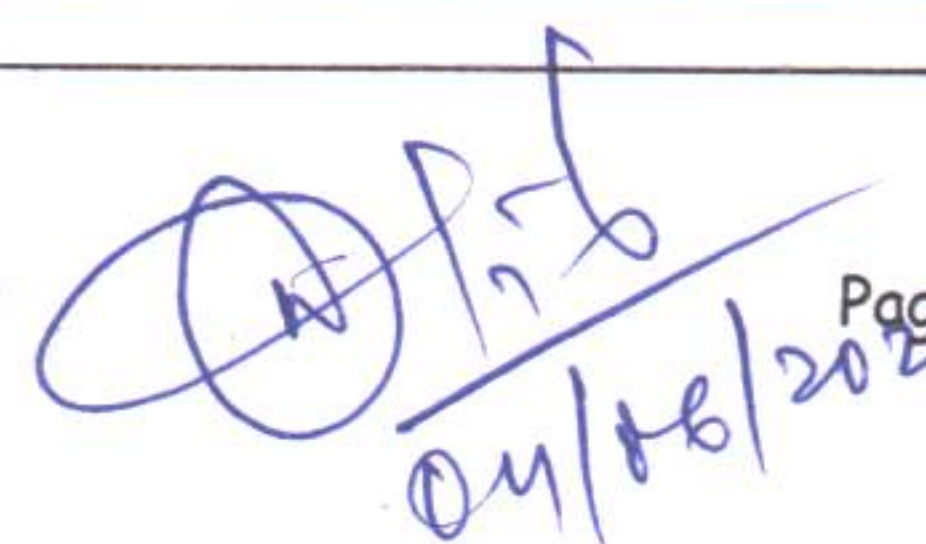

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.

(Signature & Stamp of Bidder)

Scope of work

1	For Electrical Work
1.1	Daily shift wise inspection and record the condition of all electrical equipments inside SRBWIPL Factory. List of equipments to be handed over by SRBWIPL before starting of the contract.
1.2	Daily shift wise inspection, testing, rectification (if required) and record the parameters in maintenance register for all Transformer, DG Set, HT Breakers, LT Breakers, LT panels, Bus Bars, Power Control Circuit (PCC), Battery Charger, relays, HT cable line, Vacuum Circuit Breaker, general lighting arrangement and Electrical failure of our Plant & Machineries in Factory, High Mast, underground electric cabling etc. Operation of DG set in case of power failure. Operation of Compressor time to time as required by SRBWIPL management.
1.3	Arrangement of electrical spares as per the rate contract within 12 hrs during any break down which may affect production of factory and within 24 hrs system should be restored. Defective replaced electrical item to be submitted to SRBWIPL on weekly/monthly basis. (List of required spares and minimum stocking level that would be available with the Contractor is attached in Annexure -A).
1.4	Daily cleaning and housekeeping of all electrical installation inside factory and also attend electrical failure to our Bungalows and other quarters.
1.5	Co-ordination with SAIL Growth Works/ Kulti and DVC for smooth and un interrupted power supply.
1.6	Daily routine base monitoring and checking of loading amp of transformer against rated fig. and noted in the checking point.
1.7	Daily routine base monitoring and checking of voltage of transformer against rated fig. and noted in the checklist point.
1.8	Daily routine base monitoring and checking of transformer oil and noted in the checklist point.
1.9	Daily routine base monitoring and checking of OTI and WTI and noted in the checklist point.
1.10	Half yearly one time maintenance with thorough checking and tightening the Nut & Bolt of Breaker, Transformer LT panels and other equipments.
1.11	Half yearly one time Relay Testing, Contact Resistance Testing, IR Testing of HT & LT Breaker and earth testing of all Electrical equipments. Relevant Testing in all transformers on need basis required from the Management. (Testing equipments will be provided by the contractor).
1.12	Yearly one time Oil Filtration of all Transformers. (Oil Filtration Machine will be provided by the Contractor).
1.13	Operation of fire fighting equipment in case of any fire due to electrical short circuiting.
1.14	Maintenance of daily log book indicating the nature of schedule maintenance done, Maintenance of failure register and attendance register of staff and Recording of initial & final unit of power consumption shift wise of two Sub-Stations.
1.15	Daily shift wise inspection, testing, rectification (if required), attend any break down in Electrical or Mechanical portion and record the parameters in maintenance register, for all Machines and plants under SRBWIPL etc.
2	For Loading & Unloading
2.1	Loading or Unloading of any type of materials from incoming vehicle inside SRBWIPL Premises as per the instruction of SRBWIPL representative.
2.2	Handling or Shifting of materials from one place to another.
2.3	Loading or Unloading of materials at any time any place outside SRBWIPL factory premises as per instruction of SRBWIPL representative.
2.4	Cleaning cloth, cleaning agents, gloves etc. to be supplied by the contractor for lifting materials.
2.5	Segregation of Materials as per instruction of SRBWIPL representative.
2.6	Placing the materials to the respective places.
2.7	Collecting the unwanted and waste materials of the entire area.
2.8	Loading the truck with the unwanted materials and disposing it outside the factory area.
2.9	Collection of Huck Bolt End, Stub End, Mig Wire Spools, Folding the scrap cartoons, the MS Sheets and MS Strips Etc from the main shed as well as the R2 Shed.
2.10	Time to time segregation of materials and proper stacking of components at Store Building on required basis.
3	For Machine Shop
3.1	Preparation of day to day NDM items as per design and drawing.
3.2	Manufacturing of Air Brake Pipe with Marking, Cutting, fitment and welding.
3.3	Daily routine base operating, monitoring and checking of Machines like Lathe, Threading Machine, drilling machine & Pipe bending machine.
3.4	Daily routine base monitoring and checking of Lubricants like Greasing, Oil level in the Machines.
3.5	Maintenance of daily log book indicating the nature of Schedule Maintenance done, Maintenance of failure register etc.
3.6	Daily cleaning and housekeeping of all Machines installed inside the machine shop.
3.7	Half yearly one time maintenance with through checking and tightening the Nut & Bolt of Machines, Electrical Panels and other equipments.
3.8	Arrangement of spares as per the requirement within 12 hrs during any break down which may affect production of factory and within 24 hrs system should be restored. The amount will be reimbursed on actual basis after the submission of the invoice.
3.9	Fabrication of Wagons or components as per requirement from the Management.
3.10	Handling or Shifting of Materials from one place to another.

(Signature & Stamp of Bidder)


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Notes:-

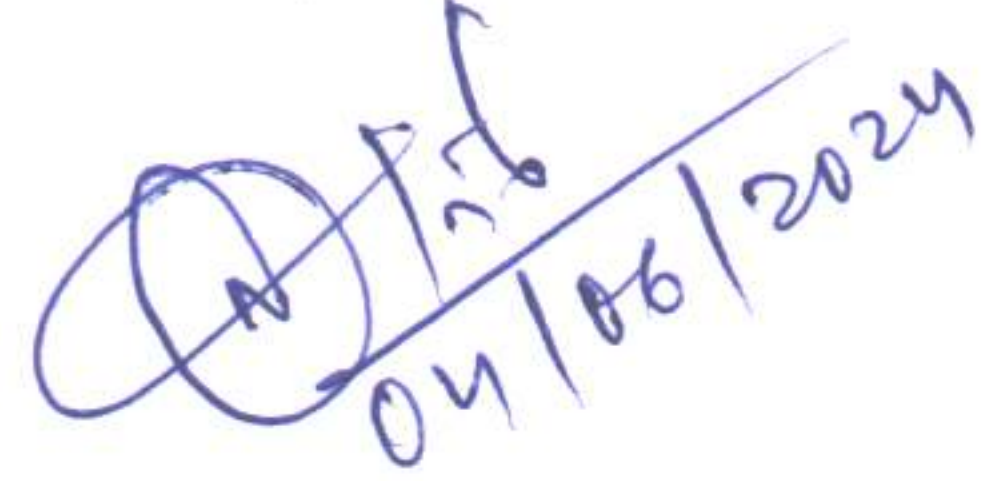
- 1 The contractor has to engage the manpower as per the following,

Sl. No.	Area of Work	No. Of Worker	Remarks
1.	Loading and Unloading	04 Nos	Unskilled worker
2.	Electrical	03 Nos	Skilled Worker
3.	Technician cum operator (Turner cum fitter)	03 Nos	Skilled Worker
4.	Welder cum fitter	02 Nos	Skilled Worker
5.	Work shop helper	01 No	Unskilled Worker

- 2 All engaged manpower should wear proper uniform, helmet, Hand gloves, mask etc. and should carry ID card issued by the firm.
- 3 Materials required for Maintenance like Silica Gel, Fiber Jute, PVC Tape, Grease, Cleaning Cloths, Gloves etc. has to be supplied by the contractor and the cost to be absorbed by the contractor, before procurement consent to be taken from DGM/M&BD.
- 4 The engaged manpower should be paid minimum wages as per notification of Govt. of WB along with all statutory payment like PF, ESI, and Bonus etc.
- 5 All wage payment to be made through respective Bank account of each Workman. No cash payment to the workman will be allowed.
- 6 Agency will have to maintain a register for keeping the records of job done on daily basis and it has been counter signed by the officer in-charge daily at the end of the day after completing the work.
- 7 The agency should be able to supply all testing kits like Relay testing kits, Megger, Hi-pot test kit, Multi meter and earth resistance Megger, Earth fault detection kit, Digital Tong Tester etc. List of all such testing kits to be submitted with proof of ownership along with the Techno Commercial Bid.

SRBWIPL's Scope of Supply: -

- 1.0 Any urgent and immediate medical emergency assistance (First Aid) will be provided by SRBWIPL, however safety and responsibility of safe working will be the contractor's liability.

 04/06/2024

(Signature & Stamp of Bidder)

Instruction to the Bidders and General Conditions of Contract**1.0 CONTENT OF BID:-****1.1 TECHNO COMMERCIAL BID SHALL CONTAIN THE FOLLOWING: -**

- a. Tender document fee of Rs 2,000.00 and EMD of Rs 50,000.00
- b. All the pages of the tender document duly signed and stamped by the bidder as a token of acceptance of all terms and conditions is to be returned along with the offer
- c. Documentary evidence in support of credentials.
- d. Statutory documents like PF, ESI Registration certificate, trade license etc.
- e. Copy of SSI/NSIC/MSME Registration Certificate (If any)
- f. Copy of PAN (Documentary evidence showing status of the firm/vendor like, sole proprietary, corporation, partnership firm etc.)
- g. Copy of GST registration
- h. Professional Tax registration certificate from concerned authorities.
- i. Valid Minimum HT license for 33 KV.
- j. Copy of I.T return (F.Y. 2022-23 & 2021-22, 2020-21)
- k. Self-Certified Audited Balance Sheet and P&L accounts for last three FY i.e. 2022-23 & 2021-22, 2020-21.
- l. Copy of bank mandate duly certified by the banker.
- m. List of testing kits like Relay testing kits, Megger, Hi-pot test kit, Multi meter and earth resistance Megger, Earth fault detection kit, Digital Tong Tester etc. to be submitted with proof of ownership along with the Techno Commercial Bid.
- n. A past history of payment to worker, deposit of PF/ESI duly self-certified by contractor for at least 2 years.

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.

3.0 INCOME TAX DEDUCTION U/S 194C: -

- a. Any person responsible for paying any sum to any resident (hereafter in this section referred to as the contractor) for carrying out any work (including supply of labour for carrying out any work) in pursuance of a contract between the contractor and a specified person shall, at the time of credit of such sum to the account of the contractor or at the time of payment thereof in cash or by 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. Provision of 206 AB- Declaration.

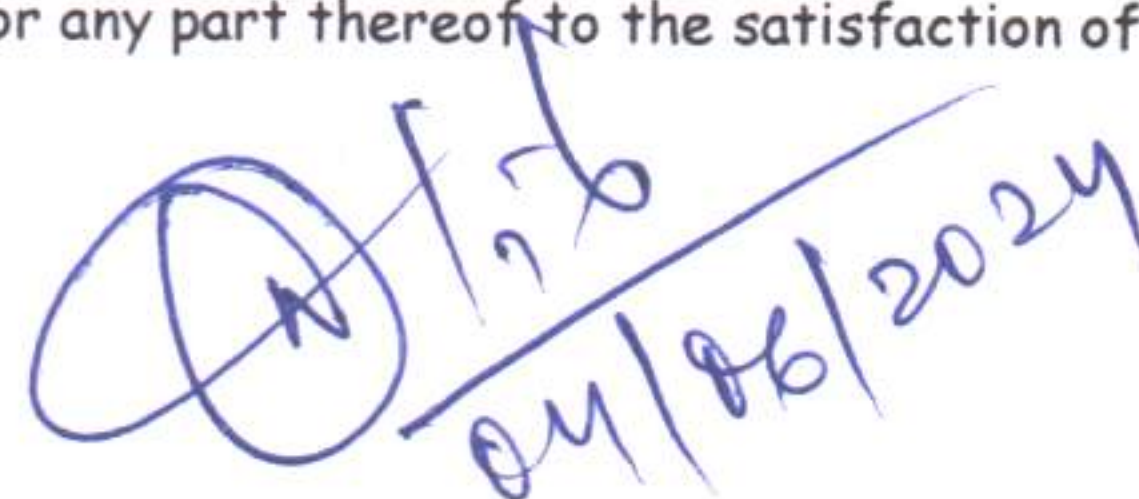
4.0 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY (BS):-

- 4.1 Earnest Money of 50,000 should be deposited along with the bid.
- 4.2 The units registered with SSI, NSIC, MSME, Co-operative society may be exempted from submission of EMD on production of documentary evidence.
- 4.3 If the EMD/ bid security is exempted for any bidder then the bidder has to submit a Bid Securing Declaration as per format specified in Annexure- "A".
- 4.4 The EMD/Bid Security of the unsuccessful bidders will be returned without any interest after finalization of contract and for the successful bidder it will be returned after the receipt of SD or it may be adjusted against the SD.

5.0 SECURITY DEPOSIT (SD):-

- 5.1 Security deposit @5% of the total contract including GST value shall have to be deposited by the successful tenderer within 15 days of receipt of the LOA and after submission of SD the Work Order will be issued. SD will be submitted either in the form of (a) Demand draft in favor of SAIL RITES BENGAL WAGON INDUSTRY PRIVATE LIMITED Payable at KULTI or (b) Bank guarantee which should be valid the completion of contract. The Security deposit will bear no interest and will be forfeited for non-performance of the contract.
- 5.2 The units registered with SSI, NSIC, MSME, Co-operative society may be exempted from submission of SD on production of documentary evidence.
- 5.3 The company (SRBWIPL) shall be entitled and shall be lawful on its part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the Contractor in the fulfillment or performance in all respects of the contract under reference or any other contract with the company or any part thereof to the satisfaction of the company

(Signature & Stamp of Bidder)



and the company shall also be entitled to deduct from the said security deposit any loss or damage which the company may suffer or be put to by reason due to any act or other default, recoverable by the company from the Contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Contractor to maintain the said security deposit at its original limit by making further deposit, provided further that the company shall be entitled to recover such claim from any sum then due or which at any time thereafter may become due to the contract under this or any other contract with the company.

- 5.4 The security Deposit shall be retained by the Company for a period of Three months beyond the validity period of the Contract. In case the Contract is extended for further period, the validity period of the Security Deposit shall also to be extended accordingly. The Security Deposit shall be released after completion of the validity of the Contract Period as above and on submission of "No Dues Certificate" by the Contractor obtained from the Executing Authority and the Operating Authority and compliance of statutory provisions after deduction of any duties from the Contractor arising out of any claim by SRBWIPL, Kulti on the Contractor.

6.0 **PERFORMANCE GUARANTEE (PG):-**

- 6.1 Performance Guarantee (PG) will only be applicable for SSI, NSIC, MSME, Co-operative society who are exempted for submission of SD.
- 6.2 For SSI, NSIC, MSME, Co-operative society the bidders who are exempted from submission of SD, need to be submit a P.G. @5% of total contract Value including GST.
- 6.3 For the non SSI, NSIC, MSME, Co-operative society bidders SD will be treated as Performance Guarantee and no need to submit separate PG.
- 6.4 Performance Guarantee equivalent to Five (5%) percent of the total contract value and letter of unconditional shall have to be submitted by the successful tenderer within 15 days of receipt of the LOA and after submission of PG the Work Order will be issued. PG will be submitted either in the form of (a) Demand draft in favour of SAIL RITES BENGAL WAGON INDUSTRY PRIVATE LIMITED Payable at Kulti or (b) Bank guarantee as per format provided by SRBWIPL the validity of the PG should be till completion of Contract Period. PG shall bear no interest and will be forfeited for non-performance of the contract by the successful tenderer.
- 6.5 The company (SRBWIPL) shall be entitled and shall be lawful on its part to deduct the said PG in whole or in part in the event of any default, failure or neglect on the part of the contractor in the fulfillment or performance in all respects of the contract under reference or any other contract with the company or any part thereof to the satisfaction of the company and the company shall also be entitled to deduct from the said PG. Any loss or damage which the company may suffer or be put to by reason due to any act or other default, recoverable by the company from the contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the contractor to maintain the said PG at its original limit by making further deposit, provided further that the company shall be entitled to recover such claim from any sum that due or which at any time thereafter may become due to the contract under this or any other contract with the company.
- 6.6 The Performance Guarantee shall be retained by the Company for a period of Three months beyond the validity period of the Contract. In case the Contract is extended for further period, the validity period of the Performance Guarantee shall also to be extended accordingly. The Performance Guarantee shall be released after completion of the validity of the Contract Period as above and on submission of "No Dues Certificate" by the Contractor obtained from the Executing Authority and the Operating Authority and compliance of statutory provisions after deduction of any duties from the Contractor arising out of any claim by SRBWIPL, Kulti on the Contractor.

7.0 **Documents-Privacy & Confidentiality: -**

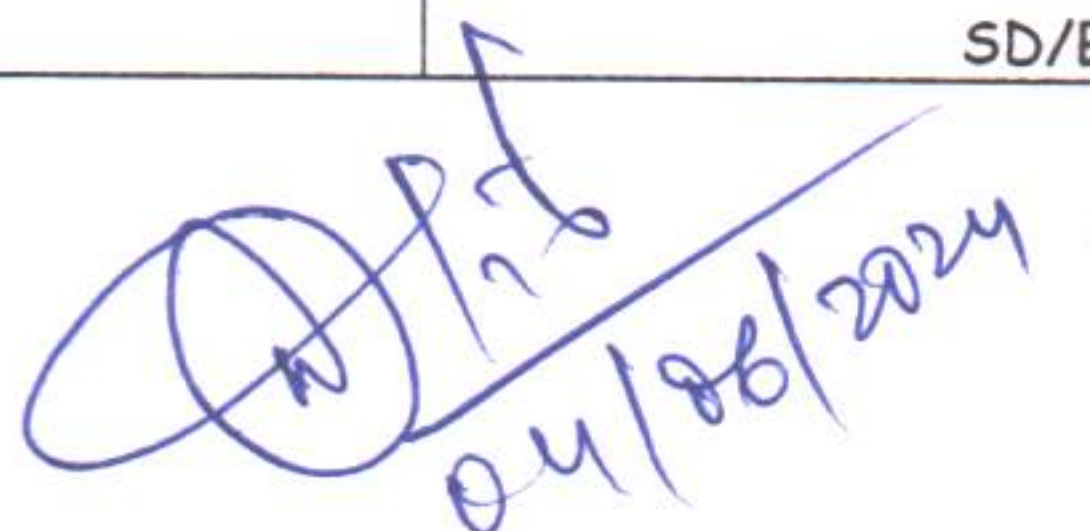
The Contractor shall treat the work order and everything therein as private & confidential and shall not publish or issue to any third party any information, drawing, documents or photographs concerning the work and shall not use the site for the purpose of advertising except with our prior written consent.

8.0 **Penalty Clause: -**

The agency has to ensure engagement of 13 manpower per day in different shifts as per the directive of officer in-charge. In case of any shortfall of manpower following penalty may be imposed.

Average manpower per day (The man days will be calculated with respect to working days (Excluding Holidays) in a months for which SRBWIPL remains open)	Penalty Amount
13	No penalty
less than 13 but greater than or equal to 12	Rs 10,000.00 + GST (for each absent persons)
Less than 12	Rs 15,000.00 + GST (for each absent persons)
less than 12 in three instance	The contract will be short closed with forfeiture of SD/BG

(Signature & Stamp of Bidder)



9.0 **Contract Period: -**

The contract period will be for 12 months from the date of issuing the work order and the contract period may be extended for another 12 months as per the discretion of the competent authority as per existing Terms & Conditions.

10.0 **Payment of Wages by Contractor to His Workers/Employee: -**

10.1 *The Contractor shall make payment to his workers within 5th days of each 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.* If the contractor defaults to make the payment within 5th days of each month then a penalty @ 10% of the total bill value will be deducted from the pending bill/PG/SD. 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.

10.2 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.

10.3 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.

10.4 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 5th 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.

11.0 **INDEMNITY BOND: -**

In case any Spare Part/Material is required to be taken outside the premises of SRBWIPL, Kulti for Repair/ machining, the Contractor shall submit an Indemnity Bond equal to the cost of the Spare part/Material. The decision of the Executing / Operating Authority regarding total value of such Spare Part / Material shall be final and binding on the Contract. The cost of preparation of the Indemnity Bond shall be borne by the contractor.

12.0 **Payment Terms: -**

12.1 The payment will be made within 30 days from the date of submission bill/tax invoice along with relevant papers like attendance sheet, Proof of the payment of wages, proof of payment of P.F, ESI, and other statutory liabilities. Payment of salary to all persons engaged by contractor shall be made through bank account only duly certified by the authorized representative of the concerned department as delegated by CEO of SRBWIPL/ Kulti.

12.2 The contractor has to submit GST compliant invoice and challan (if any) to the authorities mentioning its GSTIN.

12.3 The contractor 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.

12.4 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.

12.5 The payment will be made through account payee cheque in the name of the firm/RTGS/Online.

12.6 For any non-compliance by contractor because of which SRBWIPL incurs loss will be recovered from S.D / P.G. of the contractor.

13.0 **OTHER TERMS & CONDITIONS:-**

13.1 **Firm Rate:** - Quoted rate 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 the authorized representative of accounts department as delegated by the competent authority of SAIL RITES Bengal Wagon Industry Pvt. Ltd, Kulti.

13.3 **Certifying Authority:** - DGM/M&BD/SRBWIPL/Kulti or the authorized representative of concerned department as delegated by the CEO of SAIL RITES Bengal Wagon Industry Pvt. Ltd, Kulti.

(Signature & Stamp of Bidder)



- 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 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 **Termination of Contract :** - For the following case SRBWIPL reserve the right to terminate the contract without any prior notice to the contractor:-
- Unsatisfactory of performance reported by the E.I.C.
 - Noncompliance of statutory dues.
 - Stoppages of work without prior intimation.
- 13.7 Tender documents required to be submitted in physical mode only, offers sent through e-mail or FAX will not be accepted.
- 13.8 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.
- 13.9 Incomplete tender or tenders submitted with qualified condition(s) at variance with special as well as general terms & conditions / instruction to bidders of this tender are liable to be summarily rejected.
- 13.10 In the event of SRBWIPL's office remaining closed on the day of opening of the tender for any unforeseen reason, the tender shall be received up to 12:00 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.
- 13.11 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.
- 13.12 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.
- 13.13 All rates, price in the tender form should be quoted both in figures and in words. Tenders with over writing or erased rates are liable to be rejected.
- 13.14 The SRBWIPL management reserves the right to withdraw/discharge the tender or issue corrigendum/addendum to the tender before opening or make amendment to the purchase order duly recording reason thereof in writing by the competent authority and without assigning the reasons to the general public.
- 13.15 In case the offer is not accepted by SRBWIPL, the tenderer will not be entitled to claim any cost, charges, expenses made for submission of offer.
- 13.16 The SRBWIPL management reserves the right to terminate the contract at any stage if considered necessary by the management without assigning any reason whatsoever for greater interest of the company and such action cannot be challenged by the tenderer / supplier.
- 13.17 The safety of men and material will be sole responsibility of the contractor and the company in no way be held liable for any damage or loss of property or injury to the men of the contractor. Contractor to take all the measures in respect of compliance of all statutory requirements.
- 13.18 The contractor shall indemnify the company against damage or loss to the property and injury to the workmen of the company when such damage, loss or injury is on account of any act on the part of contractor or his men.
- 13.19 All records and registers under the relevant statute will be maintained by the contractor and submitted for inspection by the company whenever required.
- 13.20 Contractor should have sufficient skilled manpower for technical evaluation of the bid, contractor must furnish identity proof of dedicated skilled man power particularly, electricians & supervisors.
- 13.21 It would be responsibility of the contractor to deduct and deposit employee's contribution, employer's contribution of provident fund and other related charges as per act and to deposit the same directly to P.F. authority as well as ESI will be deposited to the respective authority and due particular will be furnished to SRBWIPL before releasing of next payment. The SRBWIPL authorities shall entertain no disputes pertaining to P.F. deduction and deposit as well as ESI, if raised by the employees of the contractors.
- 13.22 Contractor should have an attendance register with his stamp on it at the factory gate where attendance of the contract workers will be marked and at the end of the month the contractor shall submit a photo copy of the attendance record duly signed and with official stamp on it.
- 13.23 Contractor shall maintain all type of records in respect of contract labour act.
- 13.24 Contractor shall ensure that labour is paid at least the minimum wages as per notification of West Bengal Labour commissioner.
- 13.25 In case ESI is not applicable, contractor to get his workers covered under workmen compensation policy to ensure that compensation for death/injury under workmen compensation act 1923 is paid in accordance with law.
- 13.26 Contractor must not engage any workmen of more than 60 years or any child labourer at any point of time.

(Signature & Stamp of Bidder)

14.0 **GST CLAUSES: -**

- 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 SRBWIPL 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.
- 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 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.

(Signature & Stamp of Bidder)



SPECIAL CONDITIONS OF CONTRACT**1.0 COMPLIANCE TO THE STATUTORY LAWS & RULES:-**

The contractor shall comply with the provisions of Laws & Rules in force from time to time which will be applicable to the contract workmen such as.

- 1.1 The Contract Labour (Regulation and Abolition) Act 1970 & Contract labour (Regulation and Abolition) Central Rules 1971
- 1.2 The Payment of Bonus Act 1965 and the payment of Bonus (Amendment) Act, 2015
- 1.3 The Workmen's Compensation Act, 1923
- 1.4 The Factories Act, 1948
- 1.5 The Minimum Wages Act, 1948
- 1.6 The Payment of Gratuity Act 1972
- 1.7 The Employee State Insurance Act, 1948
- 1.8 The Employee's Provident Funds & Misc. Provision Act, 1952
- 1.9 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 reasons of contractor's default either willfully or by ignorance.

2.0 STOPPAGE OF WORK:-

Stoppage of work without prior notice is not admissible. However, in the event of any emergency or any other reason beyond the control of SRBWIPL and in case company feels necessary, it may suspend or stop the work for certain period without any compensation.

3.0 EXECUTION OF CONTRACT:-

- 3.1 Contractor should produce the medical fitness certificate of each workman engaged by him from a registered medical practitioner or by doctor authorized by SRBWIPL. In case the company feels that any of the workmen is not fit, the company on its own can conduct the medical examination and the result of the examination shall be binding on the contractor.
- 3.2 Appropriate cleanliness, Industrial peace and discipline have to be maintained by the contractor and all outside and local problems have to be tackled by the contractor. SRBWIPL shall not be concerned with these matters in any way.
- 3.3 Minimum 04 Nos. skilled man power required to be engaged by the contractor.

4.0 REDUCTION & REDISTRIBUTION OF CONTRACT:-

Performance of the contractor shall be continuously reviewed by SRBWIPL. In case it is observed that the contractor has failed to fulfill the work satisfactorily, the SRBWIPL management reserves the right to terminate at any point of time & the Order for the balance contract period may be awarded to any other bidder.

5.0 QUALIFYING CRITERIA:-**5.1 Technical Qualification:-**

- I. The contractor should have an experience of executing electrical maintenance contracts for HT voltage range of 33 kV or higher range/Manpower supply within last seven financial years (2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24).
- II. Documentary evidence like work order along with completion certificate or performance certificate should be submitted with the techno- commercial bid.
- III. The contractor must have a valid HT license from the authorized body. Copy of the license to be submitted along with the bid.
- IV. The contractor should have a qualified engineer who should possess sufficient competency level of supervision of electrical assets. Documentary evidence such as certificate, license etc. to be submitted along with the bid.
- V. Testing of electrical protection system experience is mandatory with necessary testing equipments & calibration certificates.
- VI. Experience for dealing with electrical plant machineries in SRBWIPL or Rail or Other Govt./reputed concern.

5.2 The contractor should comply with any of the following conditions:-

The contractor should have completed at least three contracts of electrical maintenance for a HT voltage range of 33 kV or higher range/Manpower supply during the last seven financial years (2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24) whose contract value should not be less than 10 Lakh each.

or

The contractor should have completed at least two contracts of electrical maintenance for a HT voltage range of 33 kV or higher range/Manpower Supply during the last seven financial years (2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24) whose contract value should not be less than 12.50 Lakh each.

or

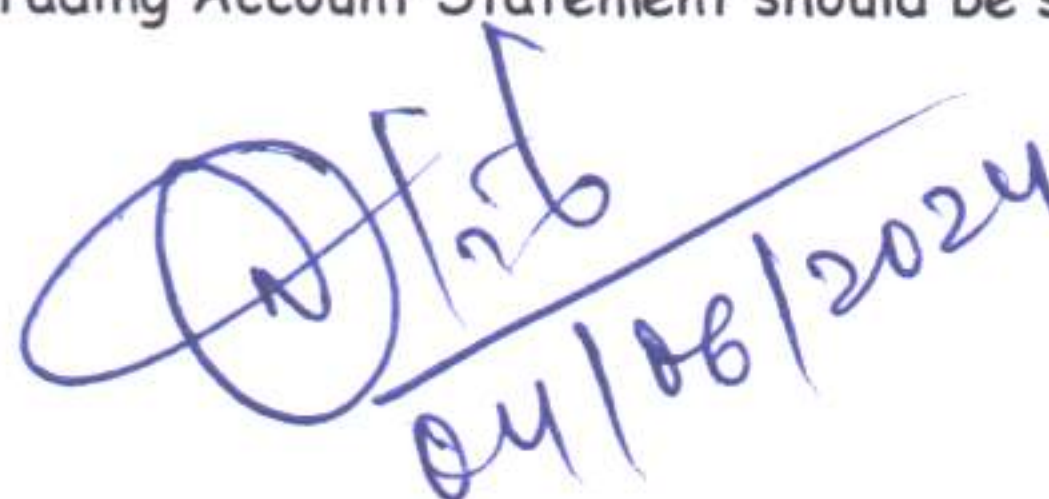
The contractor should have completed at least one contract of electrical maintenance for a HT voltage range of 33 kV or higher range/Manpower Supply during last seven financial years (2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24) whose contract value should not be less than 20.00 Lakh.

5.3 Financial qualification:-

The firm should have average annual turnover of Rs 7.50 Lakh during last three years (2020-21, 2021-22 & 2022-23).

Self-attested audited Balance Sheet, P&L Account Statement and Trading Account Statement should be submitted along with the techno commercial bid.

(Signature & Stamp of Bidder)



6.0 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.

7.0 General:-

- 7.1 The bidder with joint venture (JV) or consortiums also may participate in the bid for which the relevant agreement should accompany with the offer.
- 7.2 The bidders or JV Partners must have previous experience in successful same type job during last three years. Credential (Performance Report) for performing similar type of job to be furnished with bid document.
- 7.3 The bidders must have a team of required skill particularly qualified Electricians with valid certification for undertaking similar type of job. The team to be deployed must be led by a qualified Engineer preferably from the Electrical discipline having minimum experience for HT/LT line.
- 7.4 Supporting document fulfilling above mentioned technical eligibility criteria must be attached with the bid document without which the offer will be treated incomplete and shall be rejected.

8.0 Project Planning & Co-ordination:-

- 8.1 Record book to be maintained jointly recording the daily work done and to be submitted to Dy. General Manager/M&BD of SRBWIPL, Kulti of SAIL RITES Bengal Wagon Industry Private Limited.
- 8.2 The contractor must earmark an engineer either a diploma holder or a graduate engineer having HT license for close supervision and for liaising with SRBWIPL.

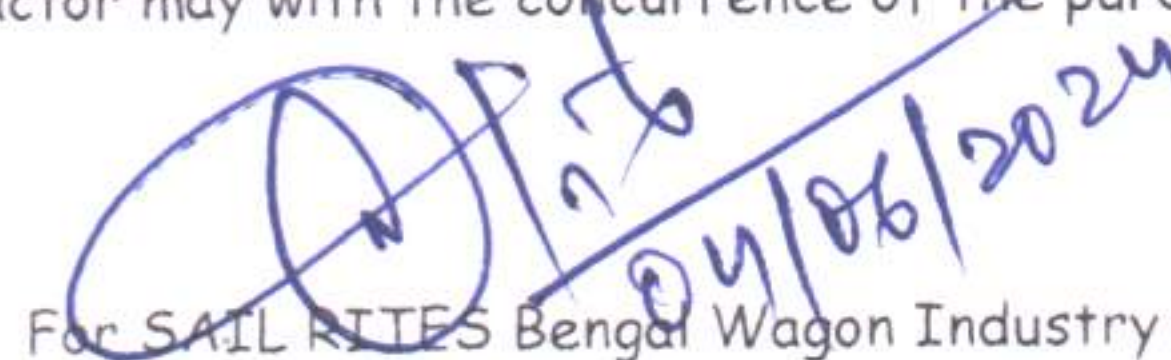
9.0 Shift Timing:-

Morning Shift (6.00 AM to 02.00 PM)
Evening Shift (02.00 PM to 10.00 PM)
Night Shift (10.00 PM to 6.00 AM)
General Shift (8.00 AM to 04.00 PM)

- 10.0 The contractor is responsible for safety and well fare of your engaged staff. SRBWIPL will not be responsible for any type of compensation whatsoever.
- 11.0 All electrical spares etc. supplied by Firm should be certified by SRBWIPL and then supported with bills from authorized dealers and Internal Test Certificate if applicable.
- 12.0 Warranty for replaced electrical spares shall be as stipulated by OEM for new items and recorded in Electrical Maintenance Register (EMR).

13.0 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 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 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.


For SAIL RITES Bengal Wagon Industry Pvt. Ltd.

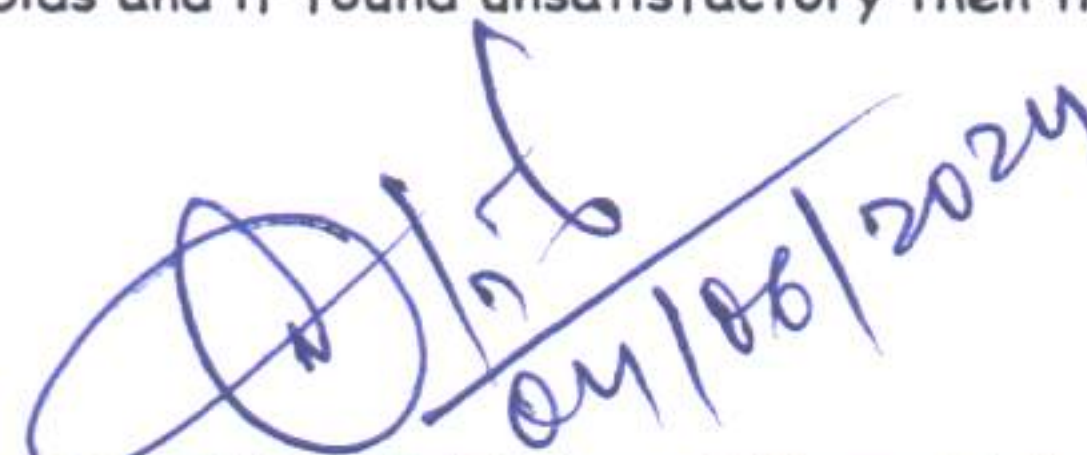
Price Bid Format

Price bid format for Engagement of manpower for Electrical substation, Loading & Unloading and Machine Shop at SRBWIPL Factory premises and the company quarters.

Sl No	Description	Duration of Contract	Contract Value/Month (Rs)	
			In Figures	In Words
1	Annual Contract for Engagement of manpower for Electrical substation, Loading & Unloading and Machine Shop at SRBWIPL Factory premises as per scope of work mentioned in annexure I	12 months		

Note:-

1. The interse position of the bidders will be determined on the basis of lowest rate quoted per month.
2. The Charges will be firm during the pendency of contract. Bidder should submit an undertaking as per format annexed with the price bid.
3. 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.
4. Past performance of the bidders will be considered while evaluation of bids and if found unsatisfactory then the bids may be rejected.



For SAIL RITES Bengal Wagon Industry Pvt. Ltd.

(Signature & Stamp of Bidder)

(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: Burdwan

West Bengal

Sub: Undertaking for the Engagement of manpower for Electrical substation, Loading & Unloading and Machine Shop at SRBWIPL Factory premises and the company quarters at Kulti with firm rate without any escalation during pendency of contract.

Ref: Tender No: SRBWIPL/AMC/157C/24-25/01, Dated 04.06.2024

I do hereby declare that the contract for the Engagement of manpower for Electrical substation, Loading & Unloading and Machine Shop at SRBWIPL Factory premises and the company quarters at Kulti will be accomplished by us with agreed basic Service Charge plus GST as applicable during the pendency of contract stipulated in the tender document.

Signature of Authorized Signatory of Firm
with company seal.

A handwritten signature in blue ink, consisting of a stylized 'N' and 'S' intertwined, followed by the date '04/06/2024' written below it.

(Signature & Stamp of Bidder)

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: SRBWIPL/AMC/157C/24-25/01, Dated 04.06.2024

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.

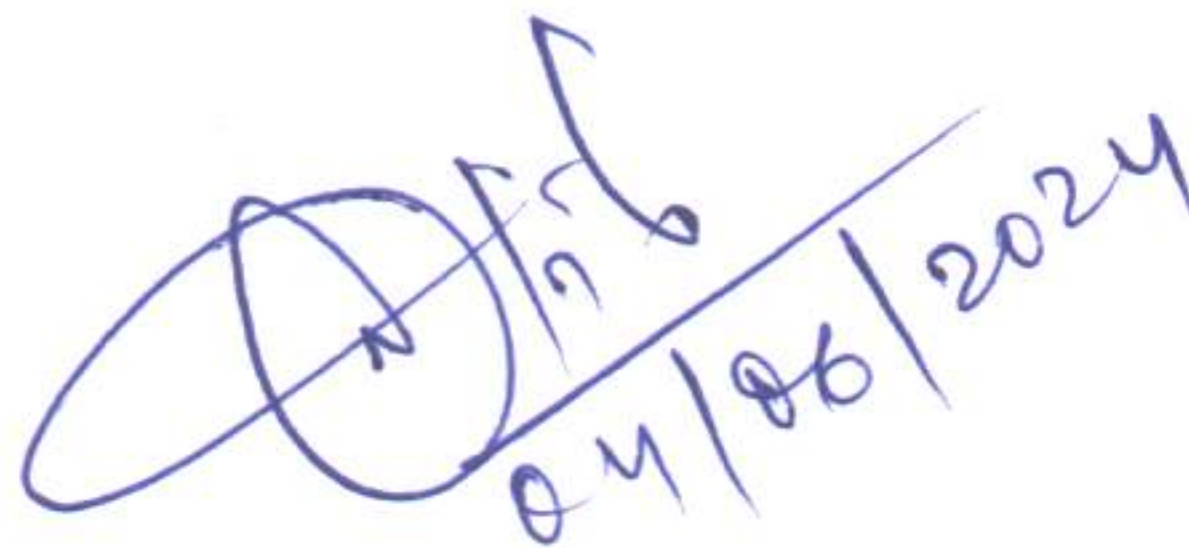
I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

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)



(Signature & Stamp of Bidder)

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. SRBWIPL/AMC/157C/24-25/01, Dated 04.06.2024 (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

 04/06/2024

(Signature & Stamp of Bidder)