SAIL RITES BENGAL WAGON INDUSTRY PRIVATE LIMITED (SRBWIPL)
(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: srbwipl2020@gmail.com

Tender No. SRBWIPL/Pur/Oxygen/BCNA/10/2022-23/02
Date 20th October, 2022

Tender document fee Rs 1,000
EMD Rs 33,928

Sub: Open tender for procurement of 63750 cum of Oxygen.

Last Date & Time of Submission: By 12:00 PM on 01.11.2022
Date & Time for opening of tender: At 12:30 PM on 01.11.2022

"Sealed tenders in two packets system is invited from industrial gas manufacturers for supply of 63750 cum of Oxygen and the materials have to be delivered to SRBWIPL, Kulti."

Annexure – I: Schedule of Requirement
Annexure – II: Instruction to Bidders & General Conditions of Contract.
Annexure – III: Special Terms and Conditions
Annexure – IV: Price Bid Format

1.0 Tenderer are required to submit the Techno Commercial bid and the price bid in separate envelopes and put together in a common envelope and 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.

2.0 The bidders are required to super scribe the tender number, due date of submission & opening on the envelope and address the same to the DGM/Purchase, SRBWIPL, P.O-Kulti, Dist-Paschim Bardhaman, WB, Pin-713343.

3.0 Bidders must enclose the documentary evidence in support of proof as mentioned in the tender document.

4.0 All other terms and conditions will be as per general & special terms and conditions detailed in the tender document.

5.0 Tender without tender fee will be summarily rejected. Tender fee & EMD may be submitted in the form of DD drawn in favour of M/s. SAIL RITES BENGAL WAGON INDUSTRY PVT. LTD. payable at Kulti or may be remitted to the following bank account.

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

6.0 The offers may be dropped in the tender box or may be sent through the registered post but it must reach within 12.00 PM of 01.11.2022 and no offer will be accepted after the closure of tender box in whatsoever mode of receipt.

7.0 The Techno commercial bid will be opened on 01.11.2022 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.

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.

20/10/2022

(Navneet Kr. Jha)
DGM/Purchase

(Signature & Stamp of Bidder)

Annexure – I

Schedule of Requirement

Sl No	Description	UOM	Total Quantity
1	Oxygen	cum	63750

Note:

- The arrangement and cost of loading and unloading of cylinders at the store of SRBWIPL will be the responsibility of the supplier.
- The price quoted should be inclusive of freight.
- The past supply performance of the vendor will be taken into consideration while finalization of tender.

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.

(Navneet Kr. Jha)
DGM/Purchase

20/10/2022

(Signature & Stamp of Bidder)

Instruction to the Bidders and General Conditions of Contract

1.0 CONTENT OF BID:

1.1 Bid Should Contain The Following:

a. Documentary evidence in support of credentials.
b. Documentary evidence as a proof of industrial gas manufacturer
c. Copy of PAN.
d. Copy of GST registration.
e. Copy of valid SSI/MSME/NSIC Registration Certificate (If applicable any).
f. Copy of bank mandate certified by the 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.)
g. 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.

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.

1.3 Qualification Criteria:-

I Technical Qualification

The vendor should have an experience of supplying industrial gases within the last seven financial years (2015-16, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22).

II The bidder should comply with any of the following conditions.

The vendor should have completed at least 3 contracts of supplying industrial gases during the last seven financial years (2015-16, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22) whose contract value should not be less than 6.79 lakhs each.

Or

The vendor should have completed at least 2 contracts of supplying industrial gases during the during last seven financial years (2015-16, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22) whose contract value should not be less than 8.48 lakhs each.

Or

The vendor should have completed at least 1 contract of supplying industrial gases during the during last seven financial years (2015-16, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22) whose contract value should not be less than 13.57 lakhs.

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

III Financial qualification

The firm should have average annual turnover of Rs 5.09 lakhs during the last 3 financial years (2018-19, 2019-20 & 2020-21).

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

2.0 Price:-

2.1 Unit price & total price as per scope of supply detailed in Part-I should be quoted in "Price Bid" in Annexure - 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 will 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 incompliance 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."**

(Signature & Stamp of Bidder)

20/10/2022

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 The EMD of Rs 33,928 which should be deposited in the form of Demand Draft /Online/ Pay Order in favour of "SAIL RITES Bengal Wagon Industry Private Limited" payable at Kulti or may be remitted to our bank account, details of which is given in Page 1 clause no. 5

3.2 However the units registered with SSI, NSIC, MSME, Co-operative Society, DGS&D or PSU and the Gas Manufacturers 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 Security Declaration on the firm's letter head as per the format specified in Annexure- "B".**

3.4 The EMD of unsuccessful bidders will be returned after finalization of the tender without any interest.

3.5 The EMD of successful bidder will be returned after the receipt of Security Deposit or will be converted to Security Deposit/ Performance Guarantee.

4.0 Security Deposit (SD):-

(a) For due fulfillment of the contractual obligations, the successful bidder shall furnish Security Deposit in the form of Bank Guarantee / Demand Draft / Pay Order for a sum equal to 3% of the contract value within 15 days from the date of issue / receipt of the Purchase Order. The Security Deposit shall remain valid till 3 months beyond the expiry of contract period. In case security deposit is not submitted within 15 days from the date of issue of P.O, the release of security deposit will be after taking into account of the corresponding period of delay in submission of the same even though the period expires.

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

(c) Security Deposit may be waived for SSI, NSIC, MSME units, DGS & D registered bidders, Registered Co-operative Society and PSU, for the Industrial gas manufacturer the SD may be waved subjected to submission of valid factory license.

(d) Security Deposit will be returned only on completion of contractor's obligations under the contract as specified in the contract.

5.0 Performance Guarantee (PG):-

The contractor shall have to submit Performance Bank Guarantee for 3% of Order value, as per the format provided by SRBWIPL in Annexure 'C' within 15 days from date of issue / receipt of Purchase Order. In case of vendors qualifying for exemption of submission of security deposit, the Performance Bank Guarantee for 3% of order value is to be submitted by them.

5.1 The Performance Bank Guarantee shall remain valid up to 3 months beyond the expiry of contract period. Contractors are responsible for the quality, quantity of materials supplied and smooth operation etc.

5.2 The company (SRBWIPL) shall be entitled and lawful on its part to forfeit the said SD/PG in whole or in part in the event of any default, failure or neglect on the part of the Supplier in the fulfillment or performance in all respects of the contract under reference or any other contract with the company or any part thereof to the satisfaction of the company and the company shall also be entitled to deduct from the said SD/PG for any loss or damage which the company may suffer or be put to by reason due to any act or other default, recoverable by the company from the Supplier in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Supplier to maintain the said SD/PG at its original limit by making further deposit, provided further that the company shall be entitled to recover such claim from any sum then due or which at any time thereafter may become due to the contract under this or any other contract with the company.

5.3 On due performance and the expiry of contract period the SD/PG may be returned without any interest on certification of the concerned department.

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

20/10/2022

(Signature & Stamp of Bidder)

6.0 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.

7.0 Delivery terms:-

7.1 Delivery of materials should commence from November, 2022 onwards. The required quantities per month will be based on the progress of execution of work which will be informed by our material management department.

7.2 Each lot should be delivered with original Tax Invoice.

8.0 Delivery Period:-

The full quantity of the order should be delivered within 12 months from the date of placing the order. The delivery period may be extended as per requirement and with the discretion of the competent authority.

9.0 Payment Terms:-

9.1 Payment will be made within 30 days from the date of delivery of materials at SRBWIPL, Kulti along with original tax invoice and other relevant documents.

9.2 For any deviation of payment terms as per tender document, the quoted price of the bidder will be evaluated by escalating the quoted price suitably considering the current lending rate of interest of State Bank of India.

9.3 Supplier has to submit GST compliant invoice and challan (if any) to the authorities mentioning its GSTIN.

9.4 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.

9.5 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.

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

10.0 Mode of Dispatch:-

10.1 Mode of dispatch: By road transport on door delivery basis.

10.2 Date of delivery would be date of receipt of material at Consignee's end (SRBWIPL Factory, Kulti)

10.3 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.

10.4 Transit risk / Insurance cover while the material is in transit will be borne by the supplier.

11.0 Distribution of tendered quantity:-

Normally the total tendered quantities may be distributed amongst three bidders in the ratio of 50:30:20 between L-1, L-2 & L3 bidder respectively subjected to the acceptance of L-1 price by the other bidder.

However M/s SRBWIPL management reserves the right to distribute the total tendered quantity in a suitable ratio for the benefit and greater interest of the company at the sole discretion of the management without assigning any reason whatsoever.

12.0 Inspection:-

The volume of gases supplied in each cylinder will be measured by SRBWIPL and if found any shortage then the supplier will have to make up for the loss.

13.0 Preference to MSME Units:-

Offers from MSME units will be considered for placements of order in accordance with the guidelines circulated vide Ministry of MSME, government of India Notification No. 503, Dated 23.03.2012 and subsequent notification therein.

14.0 OTHERTERMS & CONDITIONS:-

14.1 **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.

14.2 **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.

14.3 **Certifying Authority**: DGM/MM/SRBWIPL/Kulti or his Authorized representatives of concerned departments as delegated by CEO of SAIL RITES Bengal Wagon Industry Pvt. Ltd, Kulti.

14.4 **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

(Signature & Stamp of Bidder)

20/10/2022

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.

14.5 **Validity of Offer**: The offer should remain valid for 60 (Sixty) days from the opening date of tender.

14.6 **Quantity Variation Clause:** SRBWIPL management reserves the right to exercise quantity variation clause@ ± 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.

14.7 **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, SRBWIPL 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. SRBWIPL 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, SRBWIPL reserves the right to reject the offer**. In case for compelling reasons SRBWIPL 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 SRBWIPL. This will be without prejudice to any other right of SRBWIPL under the contract.

14.8 Tender documents required to be submitted in physical mode only. 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.

14.9 Incomplete tender or tenders submitted with qualified condition(s) at variance with special as well as general terms & conditions / instruction to bidders of this tender are liable to be rejected summarily.

14.10 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.

14.11 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.

14.12 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.

14.13 The tender may be withdrawn/discharged at any point of time duly recording reason thereof in writing by the Competent Authority and without assigning the reasons to general public.

14.14 The Corrigendum /addendum may be added with the approval of the Competent Authority before opening of the tender.

15.0 GST Clauses:

1.0 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.

2.0 The rates quoted by the Vendor/Supplier/Contractor shall be inclusive of all taxes, duties, levies and Cess except GST. Vendor/Supplier/ Contractor has to clearly show the amount of GST separately in the Tax Invoices raised by them. Further, it is the responsibility of the Vendor/Supplier/Contractor to make all possible efforts to make their accounting and IT system GST compliant in order to ensure timely availability of Input Tax Credit (ITC) to SRBWIPL.

3.0 SRBWIPL shall declare in the Tender about value / estimated value of free issue of material and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by SAIL and used by Vendor/Supplier/ Contractors and the consideration for which is recovered by SRBWIPL in the form of reduction in the value of invoice raised by Vendor/Supplier/ Contractor, then SRBWIPL will raise GST invoices on such transactions and the same will be borne by Vendor/Supplier/Contractor.

4.0 Evaluation of L-1 prices shall be done based on landed cost net of Input Tax Credit of GST, if available to SRBWIPL. SRBWIPL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the Vendor/Supplier/Contractor for additional payment/liability shall not be admitted and has to be borne by the Vendor/Supplier/Contractor.

(Signature & Stamp of Bidder)

20/10/2022

5.0 For the purpose of this contract, it is agreed between the parties that if any new taxes, duties or levies other than GST is introduced subsequent to the final date of submission of tender or reverse auction by the Central/State Government & Local Authorities and such new taxes, duties or levies become payable, then an equitable adjustment on account of new taxes, duties or levies in the contracted price shall be made which shall be subject to the production of documentary evidence by the Vendor/ Supplier/Contractor. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows: a. If input tax credit (ITC) is available, the adjustment in contract price for such new tax shall be made. b. In other cases (i.e. where tax credit is not available), adjustment in contract price shall be made only if the new tax is enacted during the period of extension arising out of reasons attributable to RMD.

6.0 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.

7.0 Vendor/Supplier/Contractor agrees to do all things not limited to providing GST complaint 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.

8.0 In case Input Tax Credit of GST is denied or demand is made on SRBWIPL by the Central/State Authorities on account of any non-compliance by Vendor/Supplier/Contractor, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify SRBWIPL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. SRBWIPL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the Vendor/Supplier/Contractor and /or also from any sum payable to the contractor by any other SAIL Plant or Unit.

9.0 Vendor/Supplier/Contractor shall maintain high GST compliance rating track record at any given point of time.

10.0 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.

11.0 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.

12.0 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.

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.

20/10/2022

(Navneet Kr. Jha)
DGM/Purchase

(Signature & Stamp of Bidder)

SPECIAL CONDITIONS OF CONTRACT

1.0 General:-

The 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 should provide roadworthy packing of goods to prevent damage or deterioration during transit to the final destination. The packing should be sufficient to withstand rough handling during transit and exposure to extreme temperature, rainfall etc during open storage.

2.2 The indigenous supplier should provide such packing of the goods as is required to prevent damage or deterioration during transit. The packing should be sufficient to withstand the rigours of road transportation.

3.0 Liquidated Damages:-

Recovery of Liquidated Damage (LD) shall be levied @ ½ % (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.

SRBWIPL 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 contactor may with the concurrence of the purchaser elect to retain.

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.

20/10/2022

(Navneet Kr. Jha)
DGM/Purchase

(Signature & Stamp of Bidder)

Price Bid Format

Part A

Sl No	Description	UOM	Total Quantity	Basic Price/Unit *(Including freight)*	
				In Figures	In words
1	Oxygen	Cum	63750		

Part B

Holding Charge Per Cylinder/Day				
Sl No	Description	UOM	Supply Quantity Per Cylinder	Holding Charge Per Cylinder/Day (Rs)
1	Oxygen	cum		

Note:

1. Interse position of the bidders will be determined on the basis of the following formula:-
   Total Cost per unit = Cost of one unit of gas + (Holding charge per Cylinder/day) / (*Supply Quantities Per Cylinder*)
2. The price will be firm during the pendency of contract, bidder should submit an undertaking as per format of Annexure-A.
3. Taxes as applicable will be reimbursed in addition to the unit basic price as finalized in the tender.
4. Past performance of supply to SRBWIPL will be considered during evaluation of bids.
5. The price quoted should be including freight.

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.

20/10/2022

(Navneet Kr. Jha)
DGM/Purchase

(Signature & Stamp of Bidder)

Annexure -A

(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
Deputy General Manager/Purchase
SAIL RITES Bengal Wagon Industry Private Limited
Kulti, Dist: Burdwan
West Bengal

Sub: Undertaking for supply of Oxygen with firm price without any escalation during the pendency of contract.

Ref: SRBWIPL/Pur/Oxygen/BCNA/10/2022-23/02, Date 20.10.2022

I do hereby declare that the ordered quantity of Oxygen will be supplied by us with agreed basic price plus applicable taxes 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

(Signature & Stamp of Bidder)

Annexure-B

Bid Security Declaration Form

(To Be Printed On The Company's Letter Head)

Date: _____

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

Ref. Tender No. & Date_____

I/We the undersigned, declare that:

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

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

In consideration of SAIL RITES Bengal Wagon Industry Private Limited, Kulti, West Bengal (hereinafter called SRBWIPL) having agreed to exempt ..... (Name and Address of firm) (hereinafter called "The said Contractor(s)") from the demand under the terms and conditions of letter of Acceptance No ....., Dated ..... made between SRBWIPL and ..... (Name of firm) for Contract for supply of Oxygen at SRBWIPL Factory, Kulti (hereinafter Called the "The said letter of Acceptance/Agreement") of performance guarantee for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said letter of Acceptance, on production of Bank Guarantee for ` _____(Rupees _____ only),

1. We, _____ (Indicate the name of the bank) (hereinafter referred to as "The Bank") at the request of _____ (contractor (s) do hereby undertake to pay to SRBWIPL an amount not exceeding ` _____ against any loss or damage caused to or suffered or would be caused to or suffered by the SRBWIPL by reason of any breach of the said Contractor(s) of any of the terms or conditions contained in the said letter of Acceptance/Agreement.
2. We _____ (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the SRBWIPL stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the SRBWIPL by reason of any breach by the said contractor(s) of any of the terms or conditions 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 SRBWIPL 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 SRBWIPL under or by virtue of the said letter of Acceptance/Agreement have been fully paid and its claims satisfied or discharged or till SRBWIPL certified that the terms and conditions of the said letter of Acceptance/Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the Date of Completion of Contract i.e. up to 06.06.2018 (including 60 days beyond the date of completion of the work).
   We shall be discharged from all liability under this guarantee thereafter.
5. We _____ (indicate the name of bank) further agree with SRBWIPL that the SRBWIPL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said letter of Acceptance/Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by SBWIPL against the said Contractor(s) and to forebear or enforce any of the terms and conditions relating to the said letter of Acceptance/Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of SRBWIPL or any indulgence by SRBWIPL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

(Signature & Stamp of Bidder)

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) / Supplier(s).
7. We _____ (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the SRBWIPL in writing.

Dated .....day of 2022

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: _____

(Signature & Stamp of Bidder)

Annexure-D

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/Pur/Oxygen/BCNA/10/2022-23/02, Dated 20.10.2022 (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

(Signature & Stamp of Bidder)