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, WB, PIN: 713343
e-mail address: purchase.srbwipl@gmail.com

Tender No. SRBWIPL/DG/BOXNHL/268/24-25/01
Date 10.05.2024

Tender document fee Rs 2,000

Sub: Limited tender for procurement of 2000 Sets of High Capacity Draft Gear with Follower for BOXNHL, Design-D (UMBS) wagons.

Last Date & Time of Submission: By 12:00 PM on 24.05.2024
Date & Time for opening of tender: At 12:30 PM on 24.05.2024

"Sealed tenders in single packet System are invited from RDSO registered vendors for supply of High Capacity Draft Gear with Follower for BOXNHL, Design-D (UMBS) wagons and the materials have to be delivered to SRBWIPL, Kulti."

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

1.0 The bidders are required to submit their offers in a sealed envelope and should submit the bids on or before the last date & time of submission as specified in the tender document.
2.0 The bidders are required to super scribe the tender number, the 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. The tender fee & EMD may be submitted in the form of a DD drawn in the name of M/s. SAIL RITES BENGAL WAGON INDUSTRY PVT. LTD. payable at Kulti or may be remitted to the following bank account.
   a) Name of 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 in time and no offer will be accepted after the closure of the tender box in whatsoever mode of receipt.
7.0 In the event of the office remaining closed on the day of the opening of the tender 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 the presence of the bidders who would like to be present.
8.0 Contact Details of the Bidder
(The bidder should mention the contact details of the firm in which all communications will be done)

i) Name of Contact Person _____

ii) Phone No. _____

iii) e-mail id: _____

10.05.2024

(Signature & Stamp of Bidder)

Schedule of Requirement

Sl No	Description	UOM	Qty
1	High Capacity Draft Gear with Follower conforming RDSO Spec No. WD-71-BD-15 with Latest Alteration/Revision	set	01

Note:

- The RDSO registered vendors as per the latest RDSO vendor directory are eligible to quote.
- Latest alteration in drawings will be applicable.
- Latest amendment in specifications will be applicable.
- The past supply performance of the vendor will be taken into consideration while evaluation of offers.

10.05.2024

(Signature & Stamp of Bidder)

Instruction to the Bidders and General Conditions of Contract

1.0 CONTENT OF BIDS

1.1 Bid Should Contain The Following

a. Documentary evidence in support of credentials and RDSO approved source.
b. Copy of PAN.
c. All the pages of the tender document duly signed and stamped by the Bidders as a token of acceptance of all terms and conditions is to be returned along with the offer.
d. Copy of GST registration.
e. Copy of valid SSI/MSME/NSIC Registration Certificate (If applicable any).
f. Copy of bank mandate 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.).

1.2 Price Bid Should Contain The Following

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

2.0 Rates

2.1 The price offered should be based on the "Schedule of Requirement" in Annexure-I and it should be quoted in "Price Bid" in Annexure - IV.

2.2 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.

2.3 Income Tax Deduction u/s 194Q

A. 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."**
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.

B. Either ITR of two immediately preceding the financial year or a declaration under section 206AB needs to be submitted (format enclosed).

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

3.1 The EMD is Rs 2,45,000 but for the RDSO approved sources, the Earnest Money / Bid Security may be exempted on submission of documentary evidence like RDSO vendor registration certificate.

3.2 The units registered with SSI, NSIC, MSME, PSU and OEM 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 as per the format specified in Annexure- "A".

4.0 Security Deposit (SD)

4.1 Security Deposit @ 5% of the contract value should be deposited to ensure the fulfillment of the contractual obligations. The SD may be furnish in the form of a Bank Guarantee / Demand Draft / Pay Order and it should be deposited within 15 days from the date of issue of the purchase order. The security deposit will remain valid till the Warranty / Guarantee period. In case the security deposit is not submitted in time, the release of the security deposit will be delayed considering the corresponding period of delay in submission of the same even though the warranty/guarantee period expires.

4.2 Security Deposit may also be built up by deducting the amount proportionately from each bill of the contractor on their request. However, 50% of the total amount of the Security Deposit is to be deposited by the successful bidder on receipt of Purchase Order. Balance 50% may be recovered from the bills. This option of security deposit submission if availed, there shall be no change afterwards. The security deposit should bear no interest and will be forfeited for non-execution of the contract

4.3 Security Deposit may be waived for SSI, NSIC, MSME and PSU. The security deposit may also be waived for the RDSO approved vendors and OEM.

10.05.2024

(Signature & Stamp of Bidder)

4.4 The company (SRBWIPL) will be entitled and 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 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 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 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 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.

4.5 The security deposit will be returned only on completion of the contractor's obligations under the contract including any warranty obligation or as specified in the contract.

5.0 **Validity of offer**: The offer should remain valid for 90 (Ninety) days from the opening date of tender.

6.0 **Delivery terms**:

6.1 Delivery of materials should commence from June, 2024 onwards and the bidder has to strictly adhere to the delivery schedule as per the purchase order. The required quantities per month will be based on the progress of execution of work which will be informed by our material management department. The supply performance will be judged on the basis of the difference in actual supply and as per the delivery schedule in two months time frame and in case of shortages in the supply, the difference in quantity may be liable to get cancelled as per the discretion of the CA.

6.2 DM number should be mentioned in tax invoice and the tax invoice should be sent along with the DM copy.

6.3 Each lot should be delivered with the original tax invoice along with the original DM paper issued by the RDSO.

7.0 **Delivery Period**: The full quantity of the order should be delivered with a staggered delivery schedule as mentioned in clause No-6.1 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.

8.0 **Payment Terms**:

8.1 Payment will be made within 30 days from the date of submission of tax invoice with other documents i.e DM copy.

8.2 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.

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

8.4 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.

8.5 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.

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

9.0 **Mode of Despatch**:

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

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

9.3 Freight should be included in the price, freight should not be mentioned separately and no extra amount towards freight will be paid by SRBWIPL.

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

10.0 **Distribution of Tendered Quantity**: The total tendered quantities may be distributed amongst the technically eligible L-1 & L-2 bidder in the ratio of 7:3 respectively subject to acceptance of L-1 price by the L-2 bidder. However M/s SRBWIPL management reserves the right to distribute the total tendered quantity to technically eligible L-1 bidder only or in a suitable ratio between L-1 & L-2 at the discretion of the management without assigning any reason whatsoever for the greater interest of the company and the counter offer may or may not be sent to the other bidder based on the requirement.

11.0 **Inspection**: Inspection of materials will be carried out by RDSO. Suitable advance notice must be given to the inspecting authority to enable them to inspect. Material should be delivered with inspection certificate issued by Inspecting agency. Inspection charges will be borne by supplier. The cost of test at Government Test House or other institutions will be on the Contractor's account.

13.0 **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 the supplier will be bound to accept the repeat order.

14.0 **Guarantee / Warranty**: The Guarantee/warranty shall be against defective workmanship and materials. Even providing Guarantee, Suppliers are responsible for the quality of the materials, workmen ship, smooth operation etc. This warranty will be in the same line as you are given to Railway against Railway Board Contract. During the Guarantee period, if any defect is detected, supplier shall arrange replacement of the defective materials within 4 weeks from the date of receipt of intimation at free of cost. **"As per item's respective specifications or Railways Purchase Order, Whichever is more stringent".**

10.05.2024

(Signature & Stamp of Bidder)

SPECIAL CONDITIONS OF THE CONTRACT

1.0 Packing:

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

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

2.0 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.

3.0 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.

4.0 Documents-Privacy & Confidentiality:

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

5.0 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, the government of India Notification No. 503, Dated 23.03.2012 and subsequent notification therein.

6.0 Firm Rate: Quoted rates shall remain FIRM during the pendency of the contract and no escalation will be allowed. Bidders are requested to submit a declaration as per the format annexed with the price bid.

7.0 Paying Authority: CEO/CFO or the authorized representative of the accounts department as delegated by the competent authority.

8.0 Certifying Authority: DGM/MM/SRBWIPL/Kulti or the authorized representative of the concerned department as delegated by the CEO of SAIL RITES Bengal Wagon Industry Pvt. Ltd. Kulti.

9.0 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 the other in writing of the existence of such question, disputes or differences and the same shall be referred to the adjudicator of sole arbitrator. Chief Executive Officer of SRBWIPL shall have the right and authority to appoint any officer of the company as arbitrator not below the rank of a Dy. General Manager who is not directly connected with the order under the Arbitration & conciliation Act 1996. Any legal dispute that may arise will be settled within the jurisdiction of the court of Kolkata.

10.05.2024

(Signature & Stamp of Bidder)

10.0 **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, 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.

11.0 **OTHER TERMS & CONDITIONS**

11.1 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.

11.2 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.

11.3 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.

11.4 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.

11.5 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.

11.6 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.

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

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

12.0 **GST Clauses:**

12.1 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.

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

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

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

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

10.05.2024

(Signature & Stamp of Bidder)

12.6 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.

12.7 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.

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

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

12.10 Vendor/Supplier/Contractor is required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in Section 171 of the CGST Act relating to Anti-Profiteering Measure and the relevant provisions of GST Law.

12.11 Vendor/Supplier/Contractor shall avail the most beneficial Notifications, abatements, exemptions etc, if any, as applicable for the supplies under the Goods and Service Tax Act.

12.12 Any recovery or payment from the contractor for allotment of land or provision of water, etc, and for provision of any service(s) to the contractor by the Purchaser on chargeable basis or any other recovery under any clause of this NIT , then such recovery or payment from the contractor shall be subject to levy of GST (as applicable as per prevailing GST Laws) on the amount of recovery to be made or payment to be collected from the contractor. However such charge of GST over and above the amount of recovery or payment due shall be available for credit benefit as Input Tax Credit for GST in the hands of contractor.

10.05.2024

Price Bid Format

Sl No	Description	UOM	Qty	Basic Price	
				In figures	In Words
1	High Capacity Draft Gear with Follower for BOXNHL, Design-D (MBS) wagons conforming RDSO Spec no. WD-71-BD-15 with latest Alteration/Revision suitable for fitment with Upgraded High Capacity Coupler to RDSO specification No. WD-70-BD-10 latest alteration.	set	2000		

Note:

1. Interse position will be determined on the basis of the total landed price at SRBWIPL factory, Kulti.
2. The price will be firm during the pendency of the contract, bidders should submit an undertaking as per the format annexed with the price bid.
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 the evaluation of bids.
5. Latest alteration in drawing and amendment in the specification will be applicable.

10.05.2024

(Signature & Stamp of Bidder)

Annexure to the Price Bid

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

Reference no.....
Date.....

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

Sub: Undertaking for the supply of High Capacity Draft Gear with Follower for BOXNHL Design-D (UMBS) wagons with firm price without any escalation during the pendency of the contract.

Ref: SRBWIPL/DG/BOXNHL/268/24-25/01, Date 10.05.2024

I do hereby declare that the ordered quantity of High Capacity Draft Gear with Follower will be supplied by us with the agreed basic price plus applicable taxes during the pendency of the contract stipulated in the tender document.
No price escalation will be demanded by us whatsoever the reason may be.

10.05.2024

Signature of Authorized Signatory of Firm
with company seal

(Signature & Stamp of Bidder)

Annexure: A

Bid Security Declaration Form

(To be printed on the letterhead of the company)

Date: _____

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

Ref. Tender No. & Date: _____

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 an 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 failing 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)

10.05.2024

(Signature & Stamp of Bidder)

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

I ..... (Name and Designation) appointed as the attorney/authorized signatory of the bidder (including its constituents) M/s ..... (Hereinafter called the bidder) for the purpose of the Tender Documents for ..... as per the Tender No. SRBWIPL/DG/BOXNHL/268/24-25/01, Date 10.05.2024 (SAIL RITES BENGAL WAGON INDUSTRY PVT. LTD.), do hereby solemnly affirm and state on behalf of the bidder including its constituents as under:

1. I/We the bidder(s) am/are signing this document after carefully reading the contents of the above mentioned tender.

2. I/We declare and certify that I/we have not made any misleading or false representation anywhere in the tender submitted including the annexure thereto.

3. I/We also understand that my / our offer will be evaluated based on the documents/credentials submitted along with the offer and the same shall be binding upon me/us.

4. I/We declare that the information and documents submitted along with the tender documents by me/us are complete and correct and I/we are fully responsible for the authenticity and correctness of the information and documents, submitted by us.

5. I/We understand that at any time during the process for evaluation of tenders, if any information / document submitted by me / us are found to be suppressing facts / forged / false / fabricated/fudged or incorrect, it shall lead to forfeiture of the EMD, if submitted, besides banning under the extant Guidelines for Banning of Business Dealings of SAIL RITES BENGAL WAGON INDUSTRY PVT. LTD and initiating any legal action as deemed fit by SAIL RITES BENGAL WAGON INDUSTRY PVT. LTD, Further, I/We ..... (Name of the Bidder) and all my / our constituents understand that my / our offer shall be summarily rejected.

6. I/We also understand that at any time after the awarding of contract, if the certificate(s) submitted by me / us are found to be suppressing facts / false / forged / fabricated / fudged or incorrect, it may lead to termination of the contract, along with forfeiture of EMD / SD and Performance Guarantee if submitted, besides any other action provided in the contract including banning under the extant Guidelines for Banning of Business Dealing of SAIL RITES BENGAL WAGON INDUSTRY PVT. LTD and initiating any legal action as deemed fit by SAIL RITES BENGAL WAGON INDUSTRY PVT. LTD.

Place:
Date: 10.05.2024

SEAL AND SIGNATURE OF
THE BIDDER

(Signature & Stamp of Bidder)

INTEGRITY PACT DOCUMENT

(To be executed on a plain paper)

Integrity Pact Between:

SAIL RITES Bengal Wagon Industry Pvt. Ltd. hereinafter referred to as "The BUYER", and _____ hereinafter referred to as "The Bidder/Contractor".

Preamble

The BUYER invites the bids from all eligible bidders and intends to enter into an agreement for _____ with the successful bidder (s), as per organizational systems & procedures. The BUYER values full compliance with all relevant laws and regulations, and the principle of economical use of resources and of fairness and transparency in this relation with the BIDDER and/or CONTRACTOR.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

In order to achieve these goals, the principal cooperates with the renowned international Non-Governmental Organization "Transparency International'' (TI). Following TI's national and international experience, the principal will appoint an External Independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

1. The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles;
   1. No employee of the principal, personally or through family members, will be in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
   2. The Principal will, during the tender process treat all Bidders with equity and reason. The principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder could obtain an advantage in relation to the tended process or the contract execution.
   3. The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Contractor

1. The Bidder / Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
   1. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage during the tender process or during the execution of the contract.
   2. The Bidder / Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
   3. The Bidder / Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
   4. The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.
2. The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award has committed a serious transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

10.05.2024

(Signature & Stamp of Bidder)

(1) If the Bidder / Contractor has committed a transgression through a violation of Section- 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of damage. The exclusion will be imposed for a minimum of 6 months and a maximum of 3 years.

(2) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent mega advice.

(3) If the Bidder / Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

(4) A transgression is considered to have occurred if, in light of available evidence, no reasonable doubt is possible.

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder the damages equivalent to the amount equivalent to Earnest Money Deposit or Bid Security, whichever is higher.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.

(3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to the condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage that the amount of liquidated damages, the Bidder Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous Transgression

(1) The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes an incorrect statement on this subject, he can be disqualified from the tended processor the contract, if already awarded, can be terminated for such reason.

Section 6 –Equal treatment of all Bidders / Contractors

(1) The Bidder/ Contractor undertakes to demand from all subcontractors a commitment it conformity with this Integrity Pact and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

(3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors

If the Principal obtains knowledge of the conduct of a Bidder, Contractor or of an employee or a representative or an associate of a Bidder, Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 – External Independent Monitor/ Monitors (2 nos. or depending on the size of the contract)

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

(1) The Principal appoints a competent and credible External Independent Monitor for this Pact. The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Competent authority of the Principal.

(3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor with confidentiality.

10.05.2024

(Signature & Stamp of Bidder)

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

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

(6) The Monitor will submit a written report to the Competent authority of the Principal within 8to 1 0 weeks from the date of reference or intimation to him by the "Principal" and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

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

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.
If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the competent authority of the Principal.

Section 10 – Other provisions

(1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the administrative office of the Principal, i.e. Kulti, Paschim Bardhhaman.
(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal (Official Seal)	For the Bidder / Contractor (Official Seal)
Place: _____	Witness: 1. _____
Date: _____	2. _____

10.05.2024

(Signature & Stamp of Bidder)

Annexure-D

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

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

Date .....

Tender No .....

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

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

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

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

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

(Signature and Stamp of the Bidder)

10.05.2024

Bidder Name:

Address:

(Signature & Stamp of Bidder)

(To be printed on the letter head of the company)

No:
Date:

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

Ref. Tender No. & Date: _____

Subject: Self Declaration u/s 206AB of The Income Tax Act, 1961 regarding deduction of TDS

Dear Sir,
With reference to the above subject matter, we (Name of Supplier/Deductee/Payee) hereby confirm that; we have filed Income Tax Returns for below mentioned immediately preceding Financial Years relevant to the year of declaration.

F.Y.	Whether amount of TDS is more than 50,000	Due Date of Filing of ITR	Actual Date of Filing of ITR	ITR -V Ack No.

We have read and understood the provisions of Section 206AB of the Act and related applicable rules, notifications, circulars. Further, above mentioned PAN and IT returns details are correct.

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

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

Signature & designation of the authorized person of the Bidder

Corporate Seal

Dated on _____ day of _____ 20_____

10.05.2024

(Signature & Stamp of Bidder)