

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: srbwipl2020@gmail.com

Tender No. SRBWIPL/TPQCA/108 B/2022-23/01
Date 15th December, 2022

Tender document fee Rs. 1,000

Sub: Open tender for engagement of Third Party Quality Control Agency with NABCB accreditation for inspection of railway wagons at SRBWIPL, Kulti.

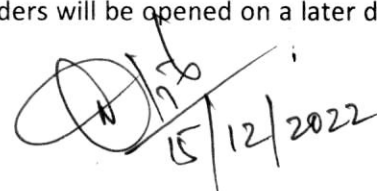
Last Date & Time of Submission: By 12:00 PM on 05.01.2023
Date & Time for opening of tender: At 12:30 PM on 05.01.2023

"Sealed tenders in two packet system is invited from the agencies accredited under NABCB for inspection of railway wagons as Third Party Quality Control Agency at SRBWIPL Factory, Kulti"

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

- 1.0 Bidder are required to submit their offers in sealed envelope and to be submitted on or before last date & time of submission specified in the tender document.
- 2.0 Bidder are required to super scribe the tender number, due date of submission & opening on the face of envelope and address the same to Dy. General Manager/Purchase/ SRBWIPL/ Kulti, P.O-Kulti, Dist-Paschim Bardhaman, Pin-713343, W.B.
- 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 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) Account No : 37814705436
- 6.0 Sealed tender, addressed to Dy. General Manager/Purchase/SRBWIPL/Kulti, P.O-Kulti, Dist-Paschim Bardhaman, Pin-713343 (W.B.) may be dropped in our tender box or may be sent by Registered Post but must reach us positively within 12:00 hrs of 05.01.2023, no offer shall be accepted after the closure of Tender Box in whatsoever mode of receipt.
- 7.0 The techno commercial bid will be opened on 05.01.2023 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 which will be intimated in time.

(Signature & Stamp of Bidder)



Scope of Work

1.0 Scope of work of the agency

- 1.1 Inspection of bought out components (other than RDSO/RITES inspected components) as per drawing and specification mentioned in SRBWIPL contract.
- 1.2 Maintenance of inspection records, super checking of P.O wise Challan.
- 1.3 Inspection of plate cutting to conform with plate cutting diagram and as per sampling plan as per approved QAP.
- 1.4 Inspection and maintenance of Records of Jigs, Fixture, gauges & Templates in a periodical interval as mentioned in the approved QAP.
- 1.5 Inspection and accuracy checking of sub assembly of wagons during assembly before welding.
- 1.6 Inspection of welding quality, welding fillet size and periodical NDT by DP or UST if required. Maintenance of necessary records as per standard formats.
- 1.7 Liaisoning with SRBWIPL/RDSO/RITES regarding any QC issues.
- 1.8 Stage wise inspection and testing of wagons as per RDSO guidelines and maintenance of records as per the approved formats.
- 1.9 Any other QC related issues not mentioned above.
- 1.10 The inspecting agency should deploy one experienced engineer at SRBWIPL, Kulti on daily basis for inspection of approx 100 Wagons per month.

2.0 Scope of SRBWIPL

- 2.1 To provide all necessary drawings, approved QAP, Welding procedures, Plate Cutting Diagram, STR and other relevant specifications in connection with Wagon Manufacturing.
- 2.2 To provide all measuring instruments, tools and unskilled work force.
- 2.3 To provide all inspection formats, register etc
- 2.4 To provide seating arrangements with internet facility. (Inspector has to carry his/her own Laptop).
- 2.5 To provide printing facility with papers.
- 2.6 To provide canteen facility at day time on chargeable basis.
- 2.7 Any urgent and immediate medical emergency assistance (First Aid) shall be provided by SRBWIPL at SRBWIPL's works health unit; however safety and responsibility of safe working shall be contractor's liability.

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.


15/12/2022
(Navneet Kr. Jha)
DGM/Purchase

Instruction to the Bidders and General Conditions of Contract**1.0 Content of Bid**

- 1.1 Tender document fee of Rs 1,000.00
- 1.2 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.
- 1.3 Copy of PAN
- 1.4 Copy of GST registration
- 1.5 Documentary evidence as a proof of NABCB accredited agency for railway wagon inspection.
- 1.6 Documentary evidence as a proof of experience of executing similar work in any other organization during the last seven financial years.
- 1.7 Copy of financial statements i.e Trading A/c, Profit & Loss A/c & Balance Sheet of last three FYs 19-20, 20-21 & 21-22.
- 1.8 Copy of Bank mandate.

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 Price as per scope of work detailed in Annexure-I should be quoted in the "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 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. (1) Any person responsible for paying any sum to any resident (hereafter in this section referred to as the contractor) for carrying out any work (including supply of labour for carrying out any work) in pursuance of a contract between the contractor and a specified person shall, at the time of credit of such sum to the account of the contractor or at the time of payment thereof in cash or by 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.

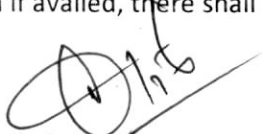
4.0 Earnest Money Deposit (EMD) / Bid Security (BS)

- 4.1 The amount of EMD will be Rs 12,564 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.
- 4.2 However the units registered with SSI, NSIC, MSME, Co-operative Society, DGS&D or PSU may be exempted from submission of EMD on production of documentary evidence.
- 4.3 **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".**
- 4.4 The EMD of unsuccessful bidders will be returned after finalization of the tender without any interest.
- 4.5 The EMD of successful bidder will be returned after the receipt of Security Deposit or will be converted to Security Deposit/ Performance Guarantee.

5.0 Security Deposit (SD):

- 5.1 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 order. The Security Deposit shall remain valid till the contract period. In case security deposit is not submitted within 15 days from the date of issue of order, 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 contract period expires.
- 5.2 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 running bill. This option of security deposit submission if availed, there shall be no change afterwards.

(Signature & Stamp of Bidder)



5.3 Security Deposit may be waived for SSI, NSIC, MSME units, DGS & D registered bidders, Registered Co-operative Society and PSU.

5.4 Security Deposit will be returned after 3 months beyond the successfully completion of contract.

6.0 Performance Guarantee (PG):

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

6.2 The SD if submitted may be converted to PG. The contractor who will submit SD need not submit PG separately.

6.3 The Performance Bank Guarantee shall remain valid till the contract period.

6.4 The company (SRBWIP) 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.

6.5 On due performance and successfully completion of contract 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.

7.0 Technical Qualification:

7.1 The bidder should have an experience of wagon inspection as a third party during the last 7 FYs (i.e. 2015-16, 16-17, 17-18, 18-19, 19-20, 20-21 and 21-22).

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

i. The bidder should have completed at least 3 contracts as stated above whose each contract value should not be less than 2.51 lakhs.

Or

ii. The bidder should have completed at least 2 contracts as stated above whose each contract value should not be less than 3.14 lakhs.

Or

iii. The bidder should have completed at least 1 contract as stated above whose contract value should not be less than 5.02 lakhs.

Documentary evidence like completion certificate or performance certificate and work order, Form 26AS/16A should be submitted with the techno- commercial bid as documentary evidence.

7.3 Financial Qualification:

The firm should have an average annual turnover of Rs 1.88 lakhs during the last 3 FYs (2019-20, 2020-21 & 2021-22).

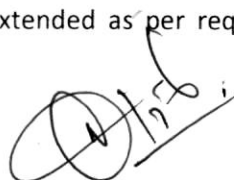
Audited and self-attested Trading A/c statement, P&L A/c statement and Balance Sheet should be submitted as the documentary evidence along with the techno commercial bid.

8.0 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.

9.0 Contract Period:

The contract period will be for 12 months and it may be extended as per requirement and at the discretion of the competent authority.



(Signature & Stamp of Bidder)

10.0 Payment Terms:

- 10.1 The payment will be made within 30 days from the date of submission of tax invoice along with relevant documents.
- 10.2 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.
- 10.3 The contractor has to submit GST compliant invoice and challan (if any) to the authorities mentioning its GSTIN.
- 10.4 The contractor has to submit compliance regarding documentation / monthly returns so as to ensure availing Input Tax Credit (ITC) by SRBWIP, failing which SRBWIP will deduct the resultant amount.
- 10.5 SRBWIP reserves the right to keep the payment of GST amount to the party on hold till the receipt of ITC by SRBWIP is ensured.
- 10.6 The payment will be made through account payee cheque in the name of the firm/RTGS/Online.

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

12.0 Other Terms & Conditions:

- 12.1 **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 in Annexure-A.
- 12.2 **Quoted Rates:** - 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.
- 12.3 **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.
- 12.4 **Certifying Authority:** - DGM/M/SRBWIP/Kulti or the authorized representative of concerned department as delegated by the CEO of SAIL RITES Bengal Wagon Industry Pvt. Ltd, Kulti.
- 12.5 **Arbitration:-** All questions, disputes or differences whatsoever arising between the SRBWIP 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 SRBWIP 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
- 12.6 **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, SRBWIP 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 contractor. SRBWIP 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, SRBWIP reserves the right to reject the offer. In case for compelling reasons SRBWIP 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 SRBWIP. This will be without prejudice to any other right of SRBWIP under the contract.
- 12.7 Tender documents required to be submitted in physical mode only, offers sent through e-mail or FAX will not be accepted.
- 12.8 Bidder sending tender by post will do so, solely on their own risk and SRBWIP will not be responsible for any loss in transit or postal delay.
- 12.9 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.
- 12.10 The Bidder (henceforth shall be called as Contractor) should strictly abide by the company's rule, regulation, and instruction issued from time to time in respect of all matters.
- 12.11 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.
- 12.12 The SRBWIP 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.

(Signature & Stamp of Bidder)

- 12.13 In case the offer is not accepted by SRBW IPL, the tenderer will not be entitled to claim any cost, charges, expenses made for submission of offer.
- 12.14 The SRBW IPL 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.
- 12.15 In the event of SRBW IPL's office remaining closed on the day of opening of the tender for any unforeseen reason, the tender shall be received up to 12:00 P.M. on the next working day of SAIL RITES Bengal Wagon Industry Pvt. Ltd. and will be opened at 12:30 P.M. thereafter in presence of such Bidder who may like to be present.
- 12.16 Supplier shall submit Original Tax Invoice /bill.
- 12.17 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.
- 12.18 The Corrigendum /addendum may be added with the approval of the competent authority before opening of the tender.
- 13.0 GST CLAUSES:**
- 13.1 For the purposes of levy and imposition of GST, the expressions shall have the following meanings: (a) GST - means any tax imposed on the supply of goods and/or services under GST Law. (b) Cess - means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017. Page 28 of 85 (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
- 13.2 The rates quoted by the Vendor/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 SRBW IPL.
- 13.3 SRBW IPL shall declare in the Tender about value / estimated value of free issue of material and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by SAIL and used by Vendor/Contractor/ Contractors and the consideration for which is recovered by SRBW IPL in the form of reduction in the value of invoice raised by Vendor/Contractor/ Contractor, then SRBW IPL will raise GST invoices on such transactions and the same will be borne by Vendor/Contractor/Contractor.
- 13.4 Evaluation of L-1 prices shall be done based on landed cost net of Input Tax Credit of GST, if available to SRBW IPL. SRBW IPL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the Vendor/Contractor/Contractor for additional payment/liability shall not be admitted and has to be borne by the Vendor/Contractor/Contractor.
- 13.5 For the purpose of this contract, it is agreed between the parties that if any new taxes, duties or levies other than GST is introduced subsequent to the final date of submission of tender or reverse auction by the Central/State Government & Local Authorities and such new taxes, duties or levies become payable, then an equitable adjustment on account of new taxes, duties or levies in the contracted price shall be made which shall be subject to the production of documentary evidence by the Vendor/ 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 RMD.
- 13.6 In case of variation (increase/decrease) in the rate of GST after the final date of submission of tender or reverse auction, the said revised rate shall be reimbursed or recovered on production of relevant statutory documentary evidence. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows: a) If input tax credit (ITC) is available, the said revised rate shall be reimbursed or recovered. B) In other cases (i.e. where input tax credit is not available), the said revised rate shall be reimbursed only if the reasons for extension of the contract is attributable to SRBW IPL. In any case, recovery shall be made in case of a downward variation in the rate of tax.

(Signature & Stamp of Bidder)



- 13.7 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.
- 13.8 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.
- 13.9 Vendor/Contractor/Contractor shall maintain high GST compliance rating track record at any given point of time.
- 13.10 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.
- 13.11 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.
- 13.12 Any recovery or payment from the contractor for allotment of land or provision of water, etc, and for provision of any service(s) to the contractor by the Purchaser on chargeable basis or any other recovery under any clause of this NIT, then such recovery or payment from the contractor shall be subject to levy of GST (as applicable as per prevailing GST Laws) on the amount of recovery to be made or payment to be collected from the contractor, However such charge of GST over and above the amount of recovery or payment due shall be available for credit benefit as Input Tax Credit for GST in the hands of contractor.



Special Conditions of Contract

1.0 Compliance of Statutory Acts / Rules:

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

2.0 Force Majeure:

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

3.0 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.

4.0 Reduction & Redistribution of Ordered Quantity:

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 reduce the ordered quantity up to 50% of the remaining quantity and offload the same to another Agency.

5.0 Penalty Clause:

In case of any unsatisfactory performance of Agency the SRBWIPL management has right to reserve to impose penalty in the form of deduction of any amount from their bill subjected to limit of maximum 10% amount. In case of staff absence of the deputed engineer the contractor has to depute another engineer.

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.



Price Bid Format

Sl No	Description	Tenure of Contract	Basic Rate (Rs)	
			In Figures	In Words
1	Contract for engagement of agency accredited under NABCB for inspection of railway wagons as a Third Party Quality Control Agency as per the scope of work detailed in Annexure-I	12 months		

Note:

1. Interse position will be determined on the basis of the lowest offered rate.
2. The rate will be firm during the pendency of Contract. The bidder should submit an undertaking as per the format in 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 by the bidders to SRBWIPL will be considered during evaluation of bids.
5. No TA, DA & Accommodation will be provided to the engineer/inspector.

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.


 (Navneet Kr. Jha)
 DGM/Purchase

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

Reference no.....

Date.....

To

Dy. General Manager/Purchase

SAIL RITES Bengal Wagon Industry Private Limited

Kulti, Dist: Paschim Bardhaman

West Bengal

Sub: Undertaking for engagement of Third Party Quality Control Agency with NABCB accreditation for inspection of railway wagons at SRBWIPL, Kulti with firm rate without any escalation during the pendency of contract.

Ref: Tender No. SRBWIPL/TPQCA/108 B/2022-23/01, Date 15.12.2022

I do hereby declare that the contract for inspection railway wagons as per the scope of work in Annexure-I will be executed by us with the 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.



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

Date: _____

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

Ref. Tender No. & Date: SRBWIPL/TPQCA/108 B/2022-23/01, Date 15.12.2022

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 SRBW IPL) having agreed to exempt (Name and Address of firm) (hereinafter called "The said Contractor(s)") from the demand under the terms and conditions of letter of Acceptance No, Dated made between SRBW IPL and (Name of firm) for Contract for inspection of railway wagons at SRBW IPL, Kulti as a Third Party Quality Control Agency. (hereinafter Called the "The said letter of Acceptance/Agreement") of performance guarantee for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said letter of Acceptance, on production of Bank Guarantee for ` (Rupees only),

1. We, (Indicate the name of the bank) (hereinafter referred to as "The Bank") at the request of (contractor (s) do hereby undertake to pay to SRBW IPL an amount not exceeding ` against any loss or damage caused to or suffered or would be caused to or suffered by the SRBW IPL by reason of any breach of the said Contractor(s) of any of the terms or conditions contained in the said letter of Acceptance/Agreement.
2. We (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the SRBW IPL stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the SRBW IPL by reason of any breach by the said contractor(s) of any of the terms or conditions contain in the said letter of Acceptance/Agreement or by reason of the contractor(s) failure to perform the said letter of Acceptance/Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding
3. We undertake to pay to the SRBW IPL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court of Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment there under the contractor(s)/supplier(s) shall have no claim against us for making such payment.

4. We (Indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said letter of Acceptance/Agreement and that it shall continue to be enforceable till all the dues of the SRBW IPL under or by virtue of the said letter of Acceptance/Agreement have been fully paid and its claims satisfied or discharged or till SRBW IPL certified that the terms and conditions of the said letter of Acceptance/Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the Date of Completion of Contract i.e. up to 06.06.2018 (including 60 days beyond the date of completion of the work).

(Signature & Stamp of Bidder)



We shall be discharged from all liabilities under this guarantee thereafter.

5. We _____ (indicate the name of bank) further agree with SRBW IPL that the SRBW IPL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said letter of Acceptance/Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by SBWIPL against the said Contractor(s) and to forebear or enforce any of the terms and conditions relating to the said letter of Acceptance/Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of SRBW IPL or any indulgence by SRBW IPL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) / Supplier(s).
7. We _____ (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the SRBW IPL in writing.

Datedday of2022

Witness:

For (Name of the Bank)

(Signature)

(Signature)

(Full Name & official Address)

(Full Name)

Official Address, Designation and Bank Seal

Power of Attorney no: _____

Date: _____

(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. SRBWIP/TPQCA/108 B/2022-23/01, Dated 15.12.2022 (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)