

SAIL RITES BENGAL WAGON INDUSTRY PRIVATE LIMITED (SRBWIPL)

(A Joint Venture Company of SAIL and RITES)

CIN: U35200DL2010PTC211955

Regd Off: Scope Minar, Laxmi Nagar, New Delhi - 110092

Admin Off: Kult, Asansol, Dist: Paschim Bardhaman, Pin-713343, W.B

e-mail address: purchase.srbwipl@gmail.com

Tender No. SRBWIPL/Fab/Wagon/227-A/23-24/01

Date 18th March, 2024

Tender Document Fee Rs 1,000

EMD Rs 2,16,400

Sub: Open tender for fabrication & assembly of 240 VU of BOXNHL, Design-D (UMBS) wagons and 5 VU of BVCM, Design-C wagons at SRBWIPL Factory, Kult.

Last date & time of submission of bid: By 12.00 PM on 08.04.2024

Date & time for opening of techno-commercial bid: At 12:30 PM on 08.04.2024

"Sealed tender in two packet system is invited for fabrication & assembly of 240 VU of BOXNHL, Design-D (UMBS) wagons and 5 VU of BVCM, Design-C wagons at SRBWIPL Factory, Kult."

Annexure-I: Scope of Work

Annexure-II: Instruction to Bidders

Annexure-III: General and Special Conditions of Contract

Annexure-IV: Price Bid Format (BOXNHL Wagon)

Annexure-V: Price Bid Format (BVCM Wagon)

- 1.0 Tenderers 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 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-Kult, Dist-Paschim Bardhaman, WB, Pin-713343.
- 3.0 The 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 the 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 on the name of M/s. SAIL RITES Bengal Wagon Industry Pvt. Ltd. payable at Kult or may be remitted to the following bank account.
 - a. Name of 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 08.04.2024 and no offer will be accepted after the closure of the tender box in whatsoever mode of receipt.
- 7.0 The techno commercial bid will be opened on 08.04.2024 at 12.30 PM but in the event of SRBWIPL's office remaining closed on the day of the opening of the techno-commercial bid for any unforeseen reason, then the tender will be received up to 12:00 PM on the next working day and will be opened at 12:30 PM in presence of the bidders who would like to be present.
The price bid of the techno-commercially eligible bidders will be opened on a later date and it will be intimated in time.

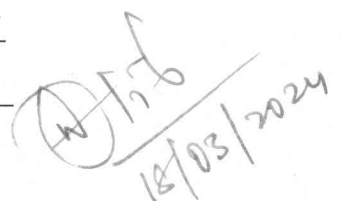
8.0 Contact Details of the Bidder

(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: _____


18/03/2024

(Signature & Stamp of the Tenderer)

Scope of Work**1.0 BOXNHL, Design-D (UMBS) Wagon**

Complete Fabrication of Broad Gauge Open wagon Type - BOXNHL, Design-D (UMBS) as per approved Drawings/specifications / Welding Procedure Specification (WPS) / Quality Assurance Plan (QAP) attached starting from cutting of material as per cutting diagram to dispatch stage (after completing the fabrication of wagon structure in all respect from preparation, fabrication and fitment of all components / sub-assemblies / assemblies, complete welding, door fitting and setting, riveting, lock bolting, wagon wheeling shot blasting, painting, lettering, air brake fitting, finishing, air-brake testing, TXR (Train Examiner) fit certificate and dispatch after obtaining clearance (DM) from RDSO as per the detailed scope of work as mentioned below.

- a) Indenting of material as per production planning given by authorized SRBWIPL personnel.
- b) Maintenance of Jigs and fixtures template as and when required as per the requirement of Inspecting authorities. One time ready fixtures, templates and jigs to be provided by SRBWIPL.
- c) Material Handling viz. Getting raw material to shearing machines from stock yard, CNC machines, sub-assembly/main assembly handling and all types of material related to wagon manufacturing.
- d) Shearing & CNC plate cutting, bending of steel plates or sheets for accommodating in cutting machines.
- e) Shearing of steel plates as per cutting diagram and processing of components i.e. Shearing, gas cutting, plasma cutting (including profile cutting as per drawing / template), drilling, machining, pressing, edge-preparation etc.
- f) Fabrication of Centre Sill Assembly including drilling, edge-preparation, fitment and riveting / lock bolting of coupler components and cambering.
- g) Fabrication of under frame including sub-assemblies like sole bar, bolster, cross bar, head stock and fitment & welding of floor plate and fitment of Centre Pivot Top.
- h) Complete fabrication of side body assembly including preparation of SS sheets, sub-assemblies, components etc.
- i) Complete fabrication of end body assembly including preparation of SS sheets, sub-assemblies, components etc.
- j) Complete fabrication of door assembly including preparation of SS sheets, sub-assemblies, components etc.
- k) Erecting super structure including all the above-mentioned assemblies/sub-assemblies and complete welding by MIG/Manual welding on manipulator and fitment of coupler components and air brake equipment and pipes.
- l) Wagon wheeling which includes handling of mounted wheels, bogies, mounting of bogie on wheel, lowering superstructure on mounted bogie as required. This stage will also include assembly and fitment of under frame mounted Brake System with bogie as per the approved drawing.
- m) Fitment and riveting / lock bolting of door assembly.
- n) Repairing / rectification as necessary including completion of missed out jobs, if any.
- o) Shot blasting, painting & lettering as per requirement of relevant drawings / specification/approved QAP.
- p) Fitment and testing of air brake system including fabrication of brake gear component as required.
- q) Put up complete wagon for inspection and obtaining clearance after inspection.
- r) Housekeeping of the working area including collection of paper cartoons, Plastic bags etc. should be done by the contractor on a daily basis and the scraps should be dumped in the nominated place / scrap bin.

2.0 BVCM, Design-C Wagon

Complete fabrication of Broad Gauge Open Wagon Type - BVCM, Design-C (RDSO's STR No. WD-01-BVCM-2017 & Diagram Drawing No. WD-15009-S-02 (Alt. Latest) read with G.A Drawing No. WD-17039-S-03 (Alt. Latest) issued by RDSO (or their latest amendment) as per approved Drawings/Specifications/Welding Procedure Specification (WPS)/Quality Assurance Plan (QAP) attached starting from cutting of material as per cutting diagram to dispatch stage (after completing the fabrication of wagon structure in all respect from preparation, fabrication and fitment of all components / sub-assemblies / assemblies, complete welding, door fitting and setting, riveting, lock bolting, wagon wheeling shot blasting, painting, lettering, air brake fitting, finishing, air-brake testing, TXR (Train Examiner) fit certificate and dispatch after obtaining clearance (DM) from RDSO as per detailed scope of work as mentioned below.

- a) Indenting of material as per production planning given by authorized SRBWIPL personnel.
- b) Maintenance of Jigs and fixtures template as and when required as per the requirement of Inspecting authorities. One time ready fixtures, templates and jigs to be provided by SRBWIPL.
- c) Material Handling viz. Getting raw material to shearing machines from stock yard, CNC machines, sub-assembly/main assembly handling and all types of material related to wagon manufacturing.
- d) Shearing & CNC plate cutting, bending of steel plates or sheets for accommodating in cutting machines.
- e) Shearing of steel plates as per cutting diagram and processing of components i.e. Shearing, gas cutting, plasma cutting (including profile cutting as per drawing / template), drilling, machining, pressing, edge-preparation etc.

18/03/2024

- f) Fabrication of Centre Sill Assembly including drilling, edge-preparation, fitment and riveting / lock bolting of coupler components and cambering.
- g) Fabrication of under frame including sub-assemblies like sole bar, bolster, cross bar, head stock and fitment & welding of floor plate and fitment of Centre Pivot Top.
- h) Complete fabrication of side body assembly including preparation of sheets, sub-assemblies, components etc.
- i) Complete fabrication of end body assembly including preparation of SS sheets, sub-assemblies, components etc.
- j) Complete fabrication of door assembly including preparation of SS sheets, sub-assemblies, components etc.
- k) Erecting super structure including all the above-mentioned assemblies/sub-assemblies and complete welding by MIG/Manual welding on manipulator and fitment of coupler components and air brake equipment and pipes.
- l) Wagon wheeling which includes handling of mounted wheels, bogies, mounting of bogie on wheel, lowering superstructure on mounted bogie as required. This stage will also include assembly and fitment of components.
- m) Fitment and riveting / lock bolting of door assembly.
- n) Repairing / rectification as necessary including completion of missed out jobs, if any.
- o) Shot blasting, painting & lettering as per requirement of relevant drawings / specification/approved QAP.
- p) Fitment and testing of air brake system including fabrication of brake gear component as required.
- q) Put up complete wagon for inspection and obtaining clearance after inspection.
- r) Housekeeping of the working area including collection of paper cartons, Plastic bags etc. should be done by the contractor on a daily basis and the scraps should be dumped in the nominated place / scrap bin.

3.0 Work Support Items to be Supplied by the Contractor

- a) All PPEs to be provided by the contractor (Safety Shoes, Safety Helmet, Welding Gloves, Safety Goggles etc.), penalty to be imposed @ Rs 500 in each case for non compliance of safety measures outlined by SRBWIPL.
- b) P-80 Nozzle and electrode for plasma cutting.
- c) Ceramic Cap for Plasma Machine.
- d) Contact Tip, Tip Holder, Nozzle Insulator for MIG Machine and Swan Neck for MIG Machines.
- e) Wire Spiral 1.2/1.6 Liner for MIG machine.
- f) Nozzle cap for MIG machine.
- g) Silicon Spray.
- h) Gas Cutting Nozzle 1/16" and 1/32" (if required).
- i) Black Glass & White Glass.
- j) Head Screen & Hand Screen.
- k) All types of drill bits with sleeves and reamer bits of required sizes
- l) Painting/Lettering Brushes
- m) Grinding Wheels

Note: The contractor should maintain stock of all work support items at any time so that no work is hampered due to the shortage of the work support items.

4.0 Proper accounting of steel plates and work support items to be maintained by the contractor.

5.0 All engaged welders should be certified by the competent authority and the cost of which will be borne by the contractor.

6.0 Infrastructural Facilities Available

- a) Covered shed with EOT crane facility
- b) Shearing machines: 01 No.
- c) Side body fixture: 01 No.
- d) End Body Fixture: 01 No.
- e) Underframe Fixture: 01 No.
- f) Door fixture: 01 No.
- g) Sub Assembly Fixtures: 01 Nos.
- h) Underframe Manipulator: 01 No.

7.0 Responsibilities of SRBWIPL

- a) To provide necessary technical information such as the latest approved drawings, Welding Procedure Specification (WPS), Quality Assurance Plan (QAP).
- b) To provide material and consumables required for making additional jigs and fixtures or improvement thereto.
- c) To supply of materials like CTRB mounted wheel sets, air brake equipment, Underframe Mounted Brake System with Bogies, MIG Wire, Electrodes, Paints, Lock Bolts, RFID Tag etc. except those included in the contractor's scope.

(Handwritten Signature)
18/03/2024

- d) To provide necessary plant & Machineries such as shearing machine, Press Machine, Hydraulic Press, Gang Drill Machine, Radial Drill Machine, and lock bolting machine required for fabrication.
- e) To provide electric power from existing points only and compressed air as required.
- f) To provide EOT crane without operator.
- g) To provide MIG/MAG Welding Machine, Hand Plasma & MMAW Machine, Grinding Machine (7"), Grinding Machine (4"), Reamer Machine and any other requirement other than mentioned above if required would be the responsibility of the contractor to arrange to achieve the production target.

8.0 Responsibilities of Contractor:-

- a) All free issue materials (MIG Wire, Electrode, Gases, Paints etc.) from the store of SRBWIPL should be fully utilized and any sort of wastage will not be accepted and appropriate penalty will be imposed to compensate the wastage.
- b) All machines, tools, equipments etc. issued by SRBWIPL will be in running (good) condition, the maintenance of all the machines will be the responsibility of the contractor and after the completion of the contract the machines should be returned in the same condition in which it was issued. The machines should be handled carefully and it should be the responsibility of the contractor to ensure that the workman takes proper care in using the machines. If there is any damage done to the machines then, SRBWIPL will impose penalty and the amount incurred in repairing the machines will be recovered from the bill of the contractor.

9.0 Idle Hours

In the event of held up in the continuity of supply of power, materials due to unavoidable circumstances, no claim for idle hours will be entertained by SRBWIPL.

A handwritten signature, possibly 'N. S.', is written over the date '18/03/2024'.

Instructions to Bidders

1.0 Content of Bid**1.1 The Techno Commercial Bid should contain the following**

- i. Offer without tender fee or EMD may be rejected.
- ii. Documentary evidence in support of credentials.
- iii. Trade License from the concerned authorities.
- iv. Professional Tax registration certificate from concerned authorities.
- v. Copy of I.T return of FY (2020-21, 2021-22 & 2022-23) & PAN number.
- vi. Copy of Form 16A or 26AS.
- vii. All the pages of the tender document duly signed and stamped by the tenderers as a token of acceptance of all terms and conditions are to be returned along with the offer.
- viii. Copy of GST registration.
- ix. Copy of valid SSI/NSIC/MSME Registration Certificate (If any)
- x. Copy of bank mandate certified by the banker (The bank mandate submitted with the offer cannot be changed till the completion of the contract. If the vendor intends to change the bank mandate, then a NOC from the existing banker should be submitted.)
- xi. Self-Certified Audited Balance Sheet and P&L accounts for the last three financial years 2020-21, 2021-22 & 2022-23.
- xii. Documents of registration with PF & ESI
- xiii. Integrity Pact Document as per Annexure-D
- xiv. Undertaking as per the format in Annexure-E

1.2 Price Bid shall contain the following:-

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

2.0 Rates:-

- 2.1 Total Price as per scope of work detailed in Part-II shall be quoted in "Price Bid" in Part IV.
- 2.2 Based on the uniform codification system introduced by Govt. of India under GST regime, GST rate prevailing on the date of supply as notified for the materials shall be applicable for reimbursement by the buyer 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 the issue of a cheque or draft or by any other mode, whichever is earlier, deduct an amount equal to—
 - (i) One per cent where the payment is being made or credit is being given to an individual or a Hindu undivided family.
 - (ii) Two per cent 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. Either ITR of two immediately preceding the financial year or a declaration under section 206AB needs to be submitted (format enclosed).

4.0 Qualification Criteria:**4.1 Technical Qualification**

The bidder should have an experience in the fabrication of wagons of the Railway, PSU & Non Railway/Private during the last 7 FYs (i.e. 16-17, 17-18, 18-19, 19-20, 20-21, 21-22 and 22-23).

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

- i. The bidder should have completed at least 1 contract as stated above whose contract value should not be less than 53.12 lacs.
- Or
- ii. The bidder should have completed at least 2 contracts as stated above whose each contract value should not be less than 66.39 lacs.
- Or
- iii. The bidder should have completed at least 3 contracts as stated above whose each contract value should not be less than 1.06 cr.

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

 18/03/2024

4.3 Financial Qualification

The firm should have an average annual turnover of Rs 39.84 lacs during the FYs (2020-21, 2021-22 & 2022-23).

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.

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

5.1 The amount of EMD will be Rs 2,16,400 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.

5.2 However the units registered with SSI, NSIC, MSME may be exempted from submission of EMD on the production of documentary evidence.

5.3 **If the bid security is exempted for any bidder, then the bidder has to submit a Bid Security Declaration on the firm's letterhead as per the format specified in Annexure- "B".**

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

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

6.0 Security Deposit (SD)

(a) For due fulfillment of the contractual obligations, the successful bidder shall furnish Security Deposit in the form of a Bank Guarantee / Demand Draft / Pay Order for a sum equal to 5% of the contract value within 15 days from the date of issue/receipt of the Purchase Order. The Security Deposit shall remain valid till Warranty / Guarantee period. In case the security deposit is not submitted within 15 days from the date of issue of P.O., the release of the security deposit will be after considering of the corresponding period of delay in submission of the same even though the warranty/guarantee 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 the bills. 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.

(d) Security Deposit will be returned only on completion of contractor's obligations under the contract including any warranty obligation or specified in the contract.

7.0 Performance Guarantee (PG)

7.1 The contractor shall have to submit Performance Guarantee for 5% of Order value, as per format to be provided by SRBWIPL in annexure 'C' within 15 days from date of issue / receipt of Purchase Order. In respect of vendors being NSIC, MSME units, SSI qualifying for exemption of submission of security deposit, Performance Guarantee for 5% of order value is to be submitted by them.

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

7.3 The Performance Bank Guarantee shall remain valid up to the warranty period. Contractors are responsible for the quality of the materials, workmanship, smooth operation etc. During the Guarantee period, if any defect is detected then the agency is responsible for the replacement of the defective components or repairing of wagon wherever applicable, within 2 weeks from the date of receipt of intimation at free of cost.

7.4 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.

7.5 On due performance and completion of the guarantee/warranty 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 the value of SD/PBG per month or part thereof will be applicable for the delay period which will be deducted from the party's bills.



(Signature & Stamp of the Tenderer)

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

9.1 The contract will be valid for 4 months from the date of the work order and the work must be started within 15 days from the date of the order. The minimum number of BOXNHL wagons to be DMed in a month is 60 nos and that of BVCM wagons is 3 nos. The contractor must earmark a coordinator for liaisoning with SRBWIPL.

9.2 The bidder has to strictly adhere to the delivery schedule as per the purchase order. The supply performance will be judged on the basis of the difference between the actual supply and the delivery schedule in two months time frame and in case of shortages in the supply, the difference in quantity may be cancelled as per the discretion of the CA.

9.3 The full quantity of the order should be executed within the delivery schedule as mentioned in Clause No-9.2 within 4 months from the date of placing the order. The delivery period may be extended as per requirement and as per the discretion of the competent authority.

10.0 Distribution of Tendered Quantity

The order for the tendered quantity may be awarded to the L1 bidder only for each type of wagon. However, the management reserves the right to distribute the tendered quantity in a suitable ratio between the bidders without assigning any reason whatsoever for the benefit and greater interest of the company.

11.0 Inspection

Inspection will be carried out by the QA department of SRBWIPL/nominated inspecting agency/representative of the Railway.

12.0 Local Conditions

It will be imperative for each tenderer to be fully acquainted with all the local conditions and factors which would have any effect of the performance of the contract and the cost of item of works. The "SRBWIPL" shall not entertain request for clarification from the tenderer regarding such local conditions. No request for change of price or time schedule of the completion of work shall be entertained after the "SRBWIPL" accepts the offer. The tenderer must visit the place of proposed work to understand the site conditions and correct appreciation of the volume of work to be done. To avoid any industrial dispute, the existing contract worker working for the fabrication of wagons to be engaged by the contractor.

13.0 Other Terms & Conditions

13.1 **Firm Rate:** -Quoted rates shall remain FIRM during the pendency of the contract and no escalation will be allowed.

13.2 **Paying Authority:** CEO/CFO or the authorized representative of the accounts department.

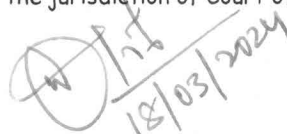
13.3 **Certifying Authority:** - The authorized representative of the concerned department as delegated by the competent authority.

13.4 **Income Tax:** - Income Tax will be deducted at the prevailing rates from the bill of the contractor and any increase in Income Tax or Surcharge thereto will be borne by the contractor.

13.5 **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 I 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 client which may raise by reason of his default either wishfully 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.

13.6 The bidders who have earlier worked with SRBWIPL and failed to comply the statutory requirements in time their bid will be rejected at Techno commercial stage.

13.7 **Arbitration:** - All questions, disputes or differences whatsoever arising between the SRBWIPL and contractor or in relation to or in connection with the contract, either party may forthwith give notice to other in writing of the existence of such question, disputes or differences and the same shall be referred to the adjudicator of sole arbitrator. Chief Executive Officer of SRBWIPL shall have the right and authority to appoint any officer of the company as arbitrator not below the rank of a Dy. General Manager who is not directly connected with the order under the Arbitration & conciliation Act 1996. Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.


18/03/2024

- 13.8 **Validity of offer:** - The offer should remain valid for 120 (One Hundred and Twenty) days from the opening date of tender.
- 13.9 **Quantity Variation Clause:** - SRBWIPL management reserves the right to exercise quantity variation clause @ $\pm 30\%$.
- 13.10 **Termination of Contract and Risk Purchase:** -In case of unsatisfactory performance, SRBWIPL reserves the right to cancel the Work Order without prior notice and award the same or balance to any other agency at the risk and cost of the contractor.
- 13.11 No E- mail / FAX quotation will be accepted.
- 13.12 Tenderer sending tender by post will do so, solely on their own risk and SRBWIPL will not be responsible for any loss in transit or postal delay.
- 13.13 Incomplete tender or tenders submitted with qualified condition(s) at variance with special as well as general terms & conditions / instruction to bidders of this tender are liable to be rejected summarily.
- 13.14 In the event of SRBWIPL's office remaining closed on the day of opening of the tender for any unforeseen reason, the tender shall be received up to 12:00 Noon 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 tenderer who may like to be present.
- 13.15 Tenderer shall have no right to issue Addenda to tender documents to qualify, amend supplement or delete any of the conditions, clauses or items therein after submission of the tender at SRBWIPL.
- 13.16 The tender may be withdrawn/discharged at any point of time duly recording reason thereof in writing by the Competent Authority and without assigning the reasons to general public.
- 13.17 The Corrigendum /addendum may be added with the approval of the Competent Authority before opening of the tender.
- 13.18 The tenderer (henceforth shall be called as contractor) should strictly abide by the company's rule, regulation, and instruction issued from time to time in respect of all matters.
- 13.19 All rates, price in the tender form should be quoted both in figures and in words. Tenders containing over written or erased rates are liable to be rejected.
- 13.20 Contractor shall submit bill on his letter head only.
- 13.21 Contractor shall maintain all type of records in respect of contract labour act.
- 13.22 Contractor shall ensure that labour is paid at least minimum wages as per notification of WB labour Commissioner.
- 13.23 SRBWIPL will recovered any loss /damages to the plant and machineries of SRBWIPL due to mishandling or improper operation by the engaged workforce.
- 13.24 SRBWIPL will recovered any deduction for loss/damages if any imposed by the Railway on SRBWIPL for noncompliance's and for which the contractor is responsible.

13.25 Indemnity:

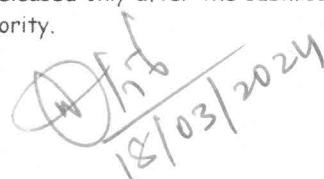
The contractor shall indemnify SRBWIPL against all claims which may be made in respect of the said work for infringement of any right or Law or Act or arising out of the obligations which are under the scope of contractor. SRBWIPL shall in no way be responsible and be party in respect of any breach and / or non-fulfillment of obligations by the contractor in respect of sourcing / procurement of various materials / components etc. as well as regarding compliance of various statutory obligations for execution of the awarded job against this tender. The bidder shall give a declaration to this effect along with their Techno - commercial Bid.

14.0 Damage from Accidents or Floods or Tides:

The Contractor shall take all precautions against damages from accidents, floods or tide or other forces of nature. No compensation will be allowed to the Contractor for his tools, plants, materials, machines and other equipment lost or damaged by any cause whatsoever. The SRBWIPL Administration will not pay to the Contractor any charges for rectification or repairs to any damage, which may have occurred, from any cause whatsoever, to any assets during executions. No claims in this regard will be entertained.

15.0 Payment of Bill

- 15.1 The contractor should submit the bill in every fifteen days (in quadruplicate) for the number of wagons inspected and DM and IC issued by the RDSO. For raising bill the minimum number of wagons should not be less than 15 except for the last and final bill where it can be less than fifteen(15) .
- 15.2 Dispatch Memo (DM) and Inspection Certificate (IC) issued by RDSO and proof of payment of wages, PF, ESI etc. in respect of Contractor's workmen shall accompany the bill.
- 15.3 100% payment with taxes will be made within 30 days from the date of receiving the bill supported by Statutory documents such as Wage sheet, PF etc. mentioned in Clause 15.2 above.
- 15.4 Payment against any statutory dues will be released only after the submission of documentary evidence in support of the deposit to the concerned authority.

 18/03/2024

(Signature & Stamp of the Tenderer)

16.0 Statutory Obligations

- 16.1 Canteen facilities shall be provided by SRBWIPL for meals, tea and Tiffin's on daily payment basis.
- 16.2 The employees of the Contractor should follow all the instructions given to their authorized representative while doing job at the SRBWIPL Factory. The Contractor's staff shall always carry Identity Card signed by Contractor and SRBWIPL representative. Staff of contractor cannot claim employment in SRBWIPL at any point of time due to execution of the tendered job.
- 16.3 The workmen should be covered under insurance against any injury / accident and or death. SRBWIPL will not be responsible on this account under any circumstances .in case of coverage by ESI or Group Insurance, documentary evidence must be produced before taking up the work. The Contractor shall observe all safety rules and regulations as per requirement of the particular nature of work.

17.0 Force Majeure

In the event of any unforeseen event directly interfering with the execution of works, arising during the currency of the contract, such as insurrection, restraint imposed by the government act of legislative or other authority, war, fire, floods, explosions, epidemics, quarantine restriction, strikes, lockout or acts of God the contractor shall within a week from the commencement thereof notify the same in writing to the SRBWIPLs with reasonable evidence thereof. If the force majeure condition mentioned above be in force for a period of 120 days or more at any times, the SRBWIPL shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the contractor in writing. In case of such termination no damage shall be claimed by either party against the other, save and except those, which had occurred under any other clause of the contract prior to such termination.

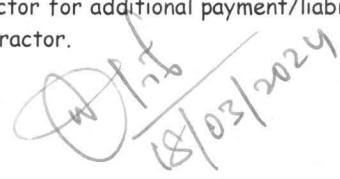
18.0 Stoppage of Work

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.

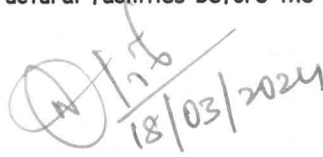
- 19.0 Proper stacking of materials including off cuts of steel raw material, lock bolts, housekeeping and shop cleaning of the works shall be done by Contractor. In case of unsatisfactory housekeeping, penalty shall be imposed at the discretion of SRBWIPL management.
- 20.0 Contractor shall have to be very careful in proper and optimum utilization of all materials supplied to them free of cost by SRBWIPL and shall ensure that there will be no deterioration / damage/ pilferage / misuse, if this happens then the cost of materials will be deducted from the pending bill of the contractor.
- 21.0 To avoid any industrial dispute the existing worker for fabrication of Wagon at SRBWIPL to be engaged first by the contractor. New induction of workmen if any shall be engaged only after obtaining prior approval of SRBWIPL and on submission of police clearance certificate.
- 22.0 If any plant & Machinery is damaged or rendered unserviceable due to mishandling of their workmen, the cost of repairing or replacement shall be borne by Contractor and deducted from payable bill further if repairing / replacement is arranged by SRBWIPL, cost of repair / replacement will be recovered from Contractor's payable bills.

23.0 GST Clause

- 23.1 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.
- 23.2 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.
- 23.3 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.
- 23.4 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.


18/03/2024

- 23.5 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.
- 23.6 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.
- 23.7 Vendor/Supplier/Contractor agrees to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and/or acceptance or rejection of credit notes/debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by 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.
- 23.8 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.
- 23.9 Vendor/Supplier/Contractor shall maintain high GST compliance rating track record at any given point of time.
- 23.10 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.
- 23.11 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.
- 23.12 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 the contractor.
- 24.0 Execution of the contract**
- Contractor must not engage any workmen of more than 60 years of age at any point of time.
 - Appropriate cleanliness, industrial peace and discipline have to be maintained by the Contractor and all outside and local problems have to be tackled by the Contractor. SRBWIPL shall not be concerned with these matters in any way.
 - Standard Engineering practice and specific advice by RDSO are to be duly taken care of even if those are not specifically covered in the tender.
- 25.0 The bidders may visit the works and infrastructural facilities before the submission of bid.**

18/03/2024

General and Special Conditions of Contract**A. Commencement of Work & Liquidated Damages:**

Successful bidder shall start the preparatory work at the site within 07 days of receipt of "Letter of Acceptance" so as to start the work within 10 days of receipt of "Letter of Acceptance". The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the contractor fails to complete the works within the time as specified in the contract, SRBWIPL may, if satisfied that the works can be completed by the contractor within a reasonable short time thereafter, allow the contract such further extension of time as the Engineer may decide. On such extension the SRBWIPL will be entitled without prejudice to any other right and remedy available on that behalf, to impose a token penalty of Rs.2000 per wagon per day on the remaining wagons after the permitted completion period.

B. Inspection Registers and Records:

The Contractor shall maintain accurate records, plans and charts showing the dates and progress of all main operations and the Engineer or his representative shall have access to this information at all times. Records of observations made shall be handed over to the Engineer's representative. The Contractor's representative will maintain the following registers at site.

- i. **Site Order Register:** The Contractor shall promptly acknowledge orders given therein by Engineer or his representative and shall make all efforts to comply with them. The Contractor shall report to the Engineer the compliance so that it can be checked.
- ii. **Labour Register:** This register will be maintained to show daily strength of Labour in different categories employed by the Contractor. Attendance Register and Wage / Salary Register should also be maintained by Contractor.
- iii. **Log Book of events:** All events are required to be chronologically logged in this book date and shift wise.

C. Payment of Wages by Contractor to the Workers/Employees: -

- i. *The Contractor shall make payment to his workers within 5th days of each month, and the wages paid to the workers should not be less than the minimum wages payable as the Minimum Wages Act as notified by Govt. of West Bengal from time to time for various Categories.* The payment of wages by the Contractor to his workers should be made through Bank by directly depositing the amount payable to the Bank Account of the worker/Employee. The Contractor will be required to submit the copy of the Bank document in support of the said deposit along with his bills for necessary verification by the Financial Department.
- ii. If the contractor defaults in making payment to the workers/employees within the stipulated time, SRBWIPL, Kulti being the principal employer, reserves the right to make such payment of wages to the workers and the amount so paid plus 10% as administrative fee will be recovered from any of contractor's bill. In case the contractor fails to pay wages to his workers in time for the second time, action as deemed fit shall be taken against his firm. Timely and regular payment of wages will also be a criterion for evaluation of work performance.
- iii. The Contractor shall be fully responsible to comply with all his Statutory obligations/liabilities as Employer in respect of their labour engaged by them for the Job undertaken under the Contract as per applicable Statutory provisions/Law and Government Notification, and will take full liability on this account.
- iv. The Contractor will ensure that all Half Yearly as well as Yearly Returns are submitted in time with the appropriate authority. The Company will not take any liability on this account.
- v. The Contractor shall deposit their own Contribution as well as Contribution of their workers, engaged under the Contract, towards P.F. and ESI well in time and submit the copies of the Challan with the bills for verification. Release of Payment to the Contractor shall be made after due verification of the actual executed the working days by the Executing Authority and verification of copies of various Challan, as per proof of compliance of statutory requirements and payment of all dues to the Contractor's Workmen, by Finance Department.
- vi. In the event of failure of the Contractor to comply with the above, the Company shall be entitled to recover the amount by deduction from any amount payable to the Contractor under the Contractor, including Security Deposit, Performance Guarantee, or as debt payable by the Contractor.

D. Payment Through ECS/EFT/RTGS

- i. Tenderer to give consent in a mandate form for receipt of payment through ECS/EFT/RTGS.
- ii. Tenderer to provide the details of Bank A/C in line with RBI guidelines for the same. These details will include Bank Name, Branch Name & Address, Account type, Bank a/c No. and Bank & Branch code as appearing in MICR cheque issued by the bank.

(Signature & Stamp of the Tenderer)

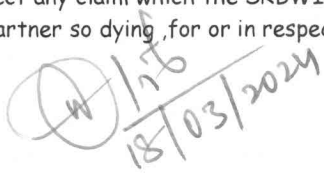
18/03/2024

- iii. Tenderer to attach a certificate from their bank certifying the correctness of all above mentioned information.
- iv. In case of non-payment through ECS/EFT / RTGS or where ECS/EFT facility is not available, payment will be released through cheque.

E. Post Payment Audit

- i. It is an agreed term of contract that the SRBWIPL reserves the right to carry out a post-payment audit and or technical examination of the works and the final bill including all supporting vouchers, abstracts, etc. and to make a claim on the Contractor for the refund any excess amount paid to him if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract.
- ii. Production of vouchers etc. by the Contractor: - For a contract of more than one crore rupees, the Contractor shall, whenever required, produce or cause to be produced for examination by the Engineer any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the Engineer on the question of relevancy of any documents, information or return being final and binding in the parties). The Contractor shall similarly produce vouchers etc., if required to prove the Engineer that materials supplied by him, are in accordance with the specifications laid down in the contract.
- iii. **Withholding and Lien In Respect Of Sums Claimed** Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the SRBWIPL shall be entitled to withhold and also have a lien to retain such sum or sums in whole the SRBWIPL shall be entitled to withhold the said cash security deposit or the security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the SRBWIPL shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract with this or any other SRBWIPL or pending finalization or adjudication of any such claim. It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the SRBWIPL will be kept withheld or retained as such by the SRBWIPL till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the Arbitration clause) or by the competent court as the case may be and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor. For the purpose of this clause, where the Contractor is a partnership firm or a limited company, the SRBWIPL shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be whether in his individual capacity or otherwise.
- iv. **Lien in respect of claims in Other Contracts**-Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the SRBWIPL, against any claim of this or any other SRBWIPL or any other Department of the Central Government in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with this or any other Department of the Central Government.
It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the SRBWIPL will be kept withheld or retained as such by the SRBWIPL till the claim arising out of or under any other contract is either mutually settled or determined by Arbitration, if the other contract is governed by Arbitration clause or by the competent court as the case may be and Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

- F. Signature On Receipts For Amounts:** - Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents, shall, if signed in the partnership name by any one of the partners of a Contractor's firm be a good and sufficient discharge to the SRBWIPL in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Contractor partners during the pendency of the contract it is hereby expressly agreed that every receipt by any one of the surviving Contractor partners shall if so signed as aforesaid be good and sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or effect any claim which the SRBWIPL may hereafter have against the legal representative of any Contractor partner so dying, for or in respect to any breach of any of the

 18/03/2024

conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Contractor partners and of the legal representatives of any deceased Contractor partners interest.

G. Claim

- i. **Monthly Statement of claims:** The Contractor shall prepare and furnish to the Engineer once in every month an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding month and no claim for payment for and such additional work will be considered which has not been included in such particulars.
- ii. **Signing of "No claim" Certificate:** The Contractor shall not be entitled to make any claim whatsoever against the SRBWIPL under or by virtue of or arising out of this contract, nor shall the SRBWIPL entertain or consider any such claim, if made by the Contractor after he shall have signed a "No Claim" Certificate in favour of the SRBWIPL, in such form as shall be required by the SRBWIPL after the works are finally measured up and paid for by the SRBWIPLs. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demand Arbitration in respect thereof.

H. Postponement: The successful tender(s)/Contractor(s) shall have no claim whatsoever against SRBWIPL if the work is postponed to a later date, closed down for completion over a longer period, suspended the course of execution or abandoned either in part or whole in the overall interest of the SRBWIPL Administration or for any reason beyond the control of SRBWIPL Administration. The decision of the SRBWIPLs in this regard shall be final and binding.

I. Specifications, Drawings, Technical Details Etc. : The specifications, drawings, bill of materials and other technical information etc. should normally be available with the Contractor. However, for any clarification the Firm may contact SRBWIPL Administrative Office / SRBWIPL Factory Incharge (Kulti). A declaration in the techno-commercial bid shall have to be submitted by the bidder that the design, specification, drawings and other technical information have been fully read and understood and accordingly prices have been quoted in price bid. Queries if any may be clarified from DGM/SRBWIPL Administrative Office, (Kulti).

J. Quality Plan: The execution of awarded work shall be as per the RDSO approved drawings, specifications, QAP, WPS and inspection Check Sheets of the BOXNR wagon.

K. Wastage / Scrap / Off Cuts: All the wastage / scrap / off-cuts generated during the fabrication by Contractor shall be the property of SRBWIPL. Contractor shall not be entitled to claim any wastage / scrap / off-cuts to be generated for the job against this contract. Daily reconciliation of scrap and Off Cuts with nominated staff of SRBWIPL to be done and to be kept at location identified by SRBWIPL.

L. Material Reconciliation: Contractor has to submit Daily Material Reconciliation Statement for all materials supplied by SRBWIPL and supplied by the contractor. The statement to be submitted and duly certified by SRBWIPL's representative at the time of submission of bill after each lot of 25 (Twenty-five) wagons against the order. The same is to be attached with the bill for release of payment.

M. Subletting:

The Contractor shall not or assign this work or any part thereof without the permission of SRBWIPL. Subletting may be permitted as per discretion of CEO/SRBWIPL if machine / infrastructure is not available at SRBWIPL Factory, Kulti. In the event of the vendor subletting or assigning this work or part thereof without such permission, SRBWIPL shall be entitled to cancel the order and execute the at the risk of the vendor and the vendor shall be liable for any loss or damage which SRBWIPL may sustain in consequence of or arising out of such supplies elsewhere and also cancellation of registration or temporary suspension.

N. Evaluation Of Lowest Bid: - Evaluation of lowest bid shall be made on the basis Total basic price by the Techno commercially eligible bidder.

O. Safety: The safety of men and material will be sole responsibility of the contractor and in no way SRBWIPL will be held liable for any damage or loss to the property or injury to the men of the contractor. Contractor to take all the measures in respect of compliance of all statutory and safety requirements.

P. Penalty For Shortfall of Production: -

The minimum number of BOXNHL wagons to be DMed in a month is 60 nos and BVCM wagon is 3 nos. If the contractor fails to meet the target, then an amount of Rs 2,000.00 per wagon will be levied as a penalty for the number of wagons falling short of the target and the amount will be levied from the monthly bills. However, an initial period of 30 days from the date of issuing the work order will be allowed without penalty to stabilize the work.

18/03/2024

The contract should be executed in time, adhering the delivery schedule and in case of non-completion of the job in the scheduled delivery time, a penalty to be imposed as deemed fit by the management of SRBWIPL.

In case the contractor fails to meet the target due to some other reason i.e. implementation of force majeure or some other calamity which is unavoidable then the penalty may be waived for that period at the sole discretion of the management of SRBWIPL.

Q. 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.

R. Guarantee/Warranty: -

Guarantee/ Warranty period will be 30 months from the date of delivery or 24 months from the date of commissioning whichever is earlier.

S. JV/Consortium: -

1.0 The bidder with Joint Venture (JV) or consortiums may also participate in the tender for which the relevant agreement should be submitted with the bid.

2.0 The JV/Consortium must have experience in execution of same type of job (as stated in the NIT) during last seven years.

3.0 Supporting documents complying the technical & financial eligibility criteria must be submitted with the bid without which the offer will be treated as incomplete and shall be rejected.

4.0 Conditions for JV/Consortium Bids:

4.1 The tenders for this contract will be considered only from those tenderers (Proprietorship firms, Partnerships firms, Companies, Corporations, JV/Consortium) who meet the requisite eligibility criteria prescribed in the tender.

4.2 (I) Number of bidders in a Consortium shall not be more than three.

(II) A member of the JV/Consortium shall not be permitted to participate either in individual capacity or as a member of another JV/Consortium in the same tender.

(III) The tender document submitted should be in the name of the JV/Consortium and not in the name of any of the constituent member.

4.3 Bidders found to have a conflict of interest in the opinion of SRBWIPL shall be disqualified.

4.4 Tender fee & EMD shall be submitted in the name of JV/Consortium.

4.5 Any Central / State government department / public sector undertaking / other government entity or local body must not have banned business with the bidder (any member in case of JV/Consortium members) as on the date of tender submission. The bidder should submit an undertaking to this effect.

4.6 One of the members of the JV/Consortium shall be its Lead Member who shall have a majority (at least 51%) share of interest in the JV/Consortium and any of the member must have met either of the Financial or Technical Eligibility criteria. (Consortium as a whole shall meet the qualifying norms in respect to the work experience and turnover requirement).

4.7 A copy of Memorandum of Understanding (MOU) executed by the JV/Consortium members shall be submitted by the JV/Consortium along with the tender. The complete details of the members of JV/Consortium, their share & responsibility in the JV/Consortium, particularly with reference to financial, technical and other obligations shall be furnished in the MOU.

4.8 Once the tender is submitted, the MOU shall not be modified / altered / terminated during the validity of the tender. In case the bidder fails to observe / comply with this stipulation, the full EMD/SD/PG amount shall be forfeited.

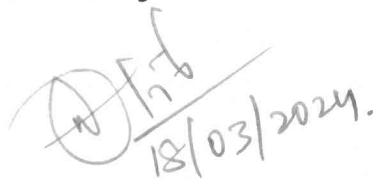
4.9 Approval for change of constitution of JV/Consortium shall be at the sole discretion of SRBWIPL. The constitution of the JV/Consortium shall not be allowed to be modified after submission of the bid, except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. However, the Lead Member shall continue to be the Lead Member of the JV/Consortium. Failure to observe this requirement would render the tender to be invalid.

4.10 Similarly, after the contract is awarded, the constitution of the JV/Consortium shall not be allowed to be altered during the currency of the contract except when modification becomes inevitable due to succession laws etc. and in any case the minimum eligibility criteria should not get vitiated. Failure to observe this stipulation shall be deemed to be breach of contract with all the consequential penal action as per contract condition.

4.11 Work order will be placed in the name of JV/Consortium.


18/03/2024

- 4.12 On issue of contract to a JV/Consortium, a single Security Deposit/Performance Guarantee shall be submitted by the JV/Consortium as per tender conditions. All the Guarantees shall be accepted in the name of JV/Consortium and no splitting of Guarantees amongst the members of JV/Consortium shall be accepted.
- 4.13 Joint and several liabilities: - Members of the JV/Consortium to which the contract is awarded, shall be jointly and severally liable to SRBWIPL for execution of the project in accordance with the terms & conditions of the NIT. The JV/Consortium members shall also be liable jointly and severally for the loss, damages caused to SRBWIPL during the course of execution of the contract or due to non-execution of the contract or part thereof.
- 4.14 Payments will be made to the JV/Consortium, SRBWIPL will not take the responsibility of apportion of the payment among the members of the Consortium.
- 4.15 Duration of the JV/Consortium Agreement: - It shall be valid during the entire currency of the contract including the period of extension (if any) and the guarantee period after the work is completed.
- 4.16 Governing Law: - The JV/Consortium Agreement shall in all respect be governed by and interpreted in accordance with the Indian Laws.
- 4.17 Authorized member : - JV/Consortium members shall authorize one of the members on behalf of the JV/Consortium to deal with the tender, sign the agreement or enter into contract in respect of the said tender, to receive payment, to witness joint measurement of work done and similar such action in respect of the said tender / contract. All notices / correspondences with respect to the tender / contract shall be sent only to the person and e-mail address to be mentioned by the bidder in Page No. 1 of the NIT.
- 4.18 No member of the JV/Consortium shall have the right to assign or transfer the interest right or liability in the contract without the written consent of the other members and that of SRBWIPL in respect of the said tender / contract.
- 4.19 Documents to be enclosed by the JV/Consortium along with the tender: (a) In case of one or more of the members of the JV/Consortium is/are Partnership firm(s), following documents are to be submitted. (i) Notary certified copy of the Partnership deed (ii) Consent of all the members to enter into the JV/Consortium agreement on a stamp paper of appropriate value (in original) (iii) Power of attorney (duly registered) in favour of one of the partners of the Partnership firm to sign the JV/Consortium Agreement on behalf of the Partnership firm & create liability against the firm (b) In case of one or more of the members of the JV/Consortium is/are Proprietary firm(s), following documents shall be enclosed: Affidavit on stamp paper of appropriate value declaring his/her Concern is a Proprietary Concern and he/she is the sole proprietor of the Concern OR he/she is in position of KARTA of Hindu Undivided Family (HUF) and he/she has the authority, power and & consent given by other partners to act on behalf of HUF. (c) In case of one or more of the members of the JV/Consortium is/are limited company(s), following documents shall be enclosed: (i) Notary certified copy of the resolutions of the Directors of the Company, permitting the Company to enter into a JV/Consortium, authorizing one of the Directors or Managers to sign JV/Consortium agreement, such other documents required to be signed on behalf of the company and enter into liability against the company and / or do any other act on behalf of the company. (ii) Copy of Memorandum of Articles of the Company. (iii) Power of Attorney (duly registered) by the Company authorizing the person to do/act mentioned in para (i) above.
- 4.20 Bidder (any member in case of JV/consortium) must not have suffered bankruptcy/insolvency during the last 3 years. The bidder should submit an undertaking with the Techno-commercial Bid.

 18/03/2024.

Price Bid of BOXNHL Wagon

Stage Wise Break up of Rate for Fabrication of BOXNHL, Design-D (UMBS) Wagon

Stages	Description of Work	Price/Wagon (In Rupees)	
		In Figures	In Words
1	Raw material cutting as per cutting diagram and processing of components i.e. shearing, gas cutting, plasma cutting (including profile cutting as per drawing / template), drilling, machining, pressing, forging (as applicable).		
2	Fabrication of Centre Sill Assembly including fitment and riveting /lock bolting of coupler components and cambering.		
3	Fabrication of under frame including sub-assemblies like sole bar, bolster, cross bar, head stock and fitment and welding of floor plate.		
4	Fabrication of side body assembly complete including preparation of SS sheets, sub-assemblies, components etc.		
5	Fabrication of end body assembly complete including preparation of SS sheets, sub-assemblies, components etc.		
6	Erecting super structure including all the above mentioned assemblies. / sub-assemblies and complete welding by CO2 / MIG / Manual welding on manipulator and fitment of Centre Pivot Top and coupler components.		
7	Wagon wheeling which includes handling of mounted wheels, bogie, mounting of bogie on wheel, lowering superstructure on mounted bogie as required and relevant.		
8	Fabrication of door assembly complete including preparation of SS sheets, sub-assemblies, components etc.		
9	Fabrication of all other miscellaneous wagon components /sub-assemblies out of free supply steel items.		
10	Fitment and riveting / lock bolting of door assembly.		
11	Repairing / rectification as necessary including completion of missed out jobs, if any.		
12	Shot blasting, painting & lettering as per requirement of relevant drawings / specification.		
13	Fitment and testing of air brake system including fabrication of brake gear component as required.		
14	Put up complete wagon for RDSO inspection and obtaining DM after inspection		
15	Any other work not specified above but is required to be done for completion of fabrication of wagon.		
A	Total labour charge for fabrication of one BOXNHL, Design-D (UMBS) Wagon		

Note:

- Interse position will be determined on the basis of total labour charge for the fabrication of BOXNHL Wagon.
- The price will be firm during the pendency of contract. The bidder should submit an undertaking as per the format in Annexure -A.
- Taxes as applicable will be reimbursed in addition to the unit basic price as finalized in the tender.
- The past performance of the bidder will be considered during the evaluation of bids.

W 1.26
18/03/2024

(Signature & Stamp of the Tenderer)

Price Bid of BVCM Wagon

Stage Wise Break up of Rate for Fabrication of BVCM wagon, Design-C, (RDSO's STR No. WD-01-BVCM-2017 & Diagram Drawing No. WD-15009-S-02 (Alt. Latest) read with G.A Drawing No. WD-17039-S-03 (Alt. Latest) issued by RDSO (or their latest amendment)

Stages	Description of Work	Price/Wagon (In Rupees)	
		In Figures	In Words
1	Raw material cutting as per the cutting diagram and processing of components i.e. shearing, gas cutting, plasma cutting (including profile cutting as per drawing/template), drilling, machining, pressing, forging (as applicable) and Machine support will be provided by SRBWIPL.		
2	Fabrication of under frame including preparation of sub-assemblies like sole bar, bolster, crossbar, stringer, (chequered plate) headstock etc. Fitment and welding of floor plate as per RDSO drawing by maintaining GATX standard.		
3	Fabrication of side body assembly complete including preparation of sheets, sub-assemblies, components etc. including supply of glass wool as per RDSO drawing by maintaining GATX standard.		
4	Fabrication of end body assembly complete after preparation of sheets, sub-assemblies, part fabrication, components etc. including supply & filling FRP windows as per RDSO drawing by maintaining GATX standard.		
5	Erecting superstructure including roof and all the above mentioned assemblies / sub-assemblies and complete welding by CO ₂ / MIG / Manual as per WPS. RDSO drawing & GATX standards are to follow strictly.		
6	Fabrication of door assembly complete including supply and fitment of all components and preparation of sheets, sub-assemblies, components etc. as per RDSO drawing by maintaining GATX standard.		
7	Fabrication of all other miscellaneous wagon components /sub-assemblies, fabrication of washroom, including supply of steel items and as per the approved drawing by maintaining GATX standard.		
8	Side railing preparation & fitment of the net, side ventilator, bathroom doors fabrication & fitment, bathroom fitting, guard chair & table etc. as per approved drawing by maintaining GATX standard.		
9	Wheeling of wagons after mounting of CTRB on axels.		
10	Fitment of coupler components as per approved drawing.		
11	Lock bolting/Riveting of wagons including supply of rivets & lock bolts as per approved drawing by maintaining GATX standard.		
12	Repairing / rectification if necessary of missing jobs, to maintain GATX standards.		
13	Shot blasting, painting & lettering as per the requirement of relevant drawings/specifications to achieve SA 2 ½ level and painting 5 coats as per drawing to maintain GATX requirements.		
14	Fitment and testing of air brake system including supply of Air Brake Pipes, Air Brake Equipment, Slack Adjuster, Dirt Collectors, Isolating Cocks, Auxiliary Reservoir and Check valve, Hose pipes and Allied clamping arrangement with guard hand brake arrangement and testing of brakes as per approved drawing by maintaining GATX standard.		
15	To offer wagons for stage-wise inspection and complete inspection by RDSO/Third Party/GATX after completion with zero defects to achieve the standard of GATX.		
16	Any other work not specified above but it is required to be done for the completion of the fabrication of the wagon to achieve GATX requirements.		
Total Labour Charge for fabrication of one BVCM, Design-C Wagon.			

Note:

- Interse position will be determined on the basis of the total labour charge for the fabrication of BVCM Wagon.
- The price will be firm during the pendency of contract. The bidder should submit an undertaking as per the format in Annexure -A.
- Taxes as applicable will be reimbursed in addition to the unit basic price as finalized in the tender.
- The past performance of the bidder will be considered during the evaluation of bids.

(Signature & Stamp of the Tenderer)

18/03/2024

Annexure -A

(To be submitted by the bidder along with the price bid on the letterhead of the firm with the stamp and signature of the authorized person)

Reference no.....

Date.....

To

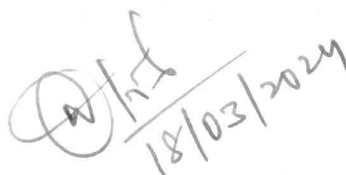
The Deputy General Manager/Purchase
SAIL RITES Bengal Wagon Industry Pvt. Ltd.
P.O-Kulti, Dist-Paschim Bardhaman
West Bengal, Pin-713343

Sub: Undertaking for fabrication & assembly of 240 VU of BOXNHL, Design-D (UMBS) wagons and 5 VU of BVCM, Design-C wagons at SRBWIPL Factory, Kulti with the firm rate without any escalation during the pendency of contract.

Ref: SRBWIPL/Fab/Wagon/227-A/2023-24/01, Date 18th March, 2024

I do hereby declare that the quantity ordered against the contract for fabrication & assembly of BOXNHL, Design-D (UMBS) wagons and BVCM, Design-C wagons 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.

A handwritten signature in blue ink, followed by the date 18/03/2024 written below it.

Signature of Authorized Signatory of
Firm with company seal.

Bid Security Declaration Form
(To be printed on the letterhead of the firm)

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 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_____ (Date of signing)

(Note: In case of a Joint Venture, the Bid Security Declaration must be in the name of all partners of the Joint Venture that submits the bid)


18/03/2024

(Signature & Stamp of the Tenderer)

(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 Pvt. Ltd., 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 the letter of Acceptance No Dated made between SRBWIPL and (Name of firm) for Contract for the fabrication & assembly of BOXNHL, Design-D (UMBS) wagons and BVCM, Design-C wagons at SRBWIPL Factory, Kulti (hereinafter Called the "The said letter of Acceptance/Agreement") of performance guarantee for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said letter of acceptance, on submitting the 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 contained 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 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 a 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 the Contract (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.
6. This guarantee will not be discharged due to a 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.

18/03/2024

Dateday of2024

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: _____

①/18/03/2024

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.

(Signature & Stamp of the Tenderer)

(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 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 than 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 declare 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 tendered 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 in 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.

(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 8 to 10 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 offense 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 Bardhaman.
- (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. _____


18/03/2024

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 firm 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 Bardhaman
West Bengal, Pin-713343

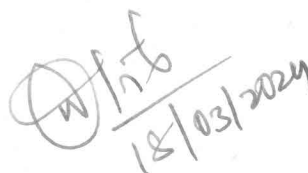
Dear Sir/Madam,

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]

A handwritten signature in a circle, followed by the date 18/03/2024.

(Signature and Stamp of the Bidder)

Bidder Name:

Address:

(Signature & Stamp of the Tenderer)

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/Fab/Wagon/227-A/2023-24/01, Date 18.03.2024 (SAIL RITES Bengal Wagon Industry 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 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 is 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.

(Signature)
18/03/2024

Place:
Date:

SEAL AND SIGNATURE OF
THE BIDDER

(To be filled & printed on the letterhead of the firm)

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

Date _____ day of _____ 20_____

W/h
18/03/2024

(Signature & Stamp of the Tenderer)