

**SAIL RITES BENGAL WAGON INDUSTRY PRIVATE LIMITED (SRBWIPL)**

**(A Joint Venture Company of SAIL and RITES)**

**CIN : U35200DL2010PTC211955**

**Regd Office: Scope Minar, Laxmi Nagar, New Delhi – 110092**

**Admin Office & Works: Kulti, Dist: Burdwan, W.B, PIN: 713343**

**Email address: srbwipl2020@gmail.com**

**Tender No. SRBWIPL/Transportation/Wheel/19I/2022-23/03**

**Date 24.06.2022**

**Tender document fee Rs. 1,000.00**

**EMD Rs 2,40,000.00**

**Sub: Open Tender among the IBA Registered Transporter for Transportation of 2400 sets of wheels of 1000 mm diameter from Rail Wheel Factory, Yelahanka, Bangalore to SRBWIPL, Kulti, West Bengal.**

**Last Date & Time of Submission: By 12:00 PM on 15.07.2022**

**Date & Time for opening of tender: At 12:30 PM on 15.07.2022**

**Sealed tenders in two packet system is invited from IBA registered transporter for transportation of 2400 sets of wheels of 1000 mm diameter from Rail Wheel Factory, Yelahanka, Bangalore to SRBWIPL, Kulti, WB.**

**Annexure – I: Scope of Work**

**Annexure – II: Instruction to Bidders & general conditions of contract.**

**Annexure – III: Special Terms and conditions**

**Annexure – IV: Price Bid Format**

- 1.0 Tenderer are required to submit the Techno Commercial bid and the price bid in separate envelopes and put together in a common envelope and to be dropped in our tender box or may be sent by registered post but must reach us positively on or before last date & time of submission as specified in the tender document.
- 2.0 The bidders are required to super scribe the tender number, due date of submission & opening on the envelope and address the same to the DGM/MM, SRBWIPL, P.O-Kulti, Dist-Paschim Bardhaman, WB, Pin-713343.
- 3.0 Bidders must enclose the documentary evidence in support of proof as mentioned in the tender document.
- 4.0 All other terms and conditions will be as per 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 Kulti 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, Pin-826001, Jharkhand.
  - c) IFS Code : SBIN0006541
  - d) Branch Code : 06541
  - e) MICR Code : 826002017
  - f) 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 15.07.2022 and no offer will be accepted after the closure of tender box in whatsoever mode of receipt.
- 7.0 The Techno commercial bid will be opened on 15.07.2022 at 12.30 PM but in the event of SRBWIPL's office remaining closed on the day of opening of techno commercial bid for any unforeseen reason, then the tender will be received up to 12:00 PM on the next working day and will be opened at 12:30 PM in presence of the bidders who would like to be present.  
The price bid of the techno – commercially eligible bidders will be opened on a later date and it will be intimated in time.

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.

(Ashutosh Kr. Jha)

DGM/MM

(Signature & Stamp of Bidder)



**Scope of Work****Scope of Work:**


The brief Scope of work is appended below.

1. Co-ordination with SMM, RWF and M/s SRBWIPL to schedule the lifting date.
2. Arrangement of required formalities for taking over the materials.
3. Arrangement of suitable vehicles for loading of wheels and placement at RWF Store.
4. Arrangement of loading of Wheels at RWF.
5. Collection of Invoice, Challan from RWF.
6. Arrangement of transit insurance for ensuring security of materials against pilferage, theft, damage etc during transit.
7. Transportation of wheel sets to "SAIL RITES Bengal Wagon Industry Pvt. Ltd., Kulti, Paschim Burdwan, West Bengal".

Please note that detention charges if any at RWF will not be paid separately by us. You have to Co-ordinate with RWF in such a manner that there will be no detention at RWF.

It is also to be noted that vehicle will be unloaded by us during the day time only (up to 16.00 Hrs) at our Factory premises on working days only. No unloading will be done on Sunday and the other holidays.

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.

  
(Ashutosh Kr. Jha)  
DGM/MM



**INSTRUCTION TO BIDDERS AND GENERAL CONDITIONS OF CONTRACT****1.0 CONTENT OF BIDS****1.1 BID SHALL CONTAIN THE FOLLOWING :-**

- a) Tender document fee of Rs 1,000.00 & EMD of Rs 2,40,000.00
- b) Documentary evidence in support of credential.
- c) Valid registration certificate under the carriage by road act from the concerned authority.
- d) Copy of PAN.
- e) Copy of GST registration.
- f) Copy of valid SSI/MSME/NSIC Registration Certificate (If applicable any).
- g) Copy of Bank mandate duly authorized by Banker.
- h) IBA registration certificate
- i) All the pages of the tender document duly signed and stamped by the Bidders as a token of acceptance of all terms and conditions is to be returned along with the offer.

**1.2 PRICE BID SHALL CONTAIN THE FOLLOWING :-**

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

**1.3 QUALIFYING CRITERIA****A. Technical Qualification**

- I. The transporter should have IBA registration and must have executed the work of transportation of wheel sets from RWF within the last seven financial years (2015-16, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22).
- III. The contractor should comply with any of the following conditions.
  - a. The contractor should have completed at least 3 contracts of transportation of wheels from RWF during last 7 financial years including the current year, whose each contract value should not be less than Rs 72.56 lakhs.
  - or
  - b. The contractor should have completed at least 2 contracts of transportation of wheels from RWF during last 7 financial years including the current year, whose each contract value should not be less than Rs 90.70 lakhs.
  - or
  - c. The Contractor should have completed at least 1 contract of transportation of wheels from RWF during last 7 financial years including the current year, whose contract value should not be less than Rs 145.11 lakhs.

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

**B. Financial qualification**

The firm should have average annual turnover of Rs 54.42 lakhs during last 3 financial years (2018-19, 2019-20 & 20-21).

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.

**2.0 RATES:-**

- 2.1 Unit rate & total price as per scope of work detailed in Annexure-I should be quoted in "Price Bid" in Annexure-IV.
- 2.2 Based on the uniform codification system introduced by Govt. of India under GST regime, GST rate prevailing on the date of supply will be applicable for reimbursement in addition to the unit basic price as finalized in the tender.

**3.0 INCOME TAX DEDUCTION U/S 194C: -**

- a. (1) Any person responsible for paying any sum to any resident (hereafter in this section referred to as the contractor) for carrying out any work (including supply of labour for carrying out any work) in pursuance of a contract between the contractor and a specified person shall, at the time of credit of such sum to the account of the contractor or at the time of payment thereof in cash or by issue of a cheque or draft or by any other mode, whichever is earlier, deduct an amount equal to-
  - (i) one percent where the payment is being made or credit is being given to an individual or a Hindu undivided family;

*[Signature]*  
24/06/2022



(ii) two percent where the payment is being made or credit is being given to a person other than an individual or a Hindu undivided family of such sum as income-tax on income comprised therein.

b. Provision of 206 AB- Declaration.

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

4.1 The amount of EMD will be Rs 2,40,000.00 which should be deposited in the form of Demand Draft /Online/ Pay Order in favour of "SAIL RITES Bengal Wagon Industry Private Limited" payable at Kulti.

4.2 However the units registered with SSI, NSIC, MSME, Co-operative Society, DGS&D or PSU may be exempted from submission of EMD on production of documentary evidence.

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

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

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

**5.0 Security Deposit (SD)**

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

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

(c) Security Deposit may be waived for SSI, NSIC, MSME units, DGS & D registered bidders, Registered Co-operative Society and PSUs.

(d) Security Deposit will be returned only on completion of contractor's obligations under the contract including all terms & conditions specified in the tender document.

**6.0 Performance Guarantee (PG)**

6.1 The contractor shall have to submit Performance Bank Guarantee for 3% of Order value, as per format to be provided by SRBWIP in annexure 'C' within 15 days from date of issue / receipt of Work Order. In respect of vendors being NSIC, MSME units, SSI, DGS & D, Registered Co-operative Society or PSU qualifying for exemption of submission of Security Deposit, Performance Bank Guarantee for 3% of order value is to be submitted by them.

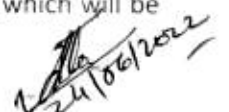
6.2 The SD if submitted may be converted to PG. The contractor who will submit SD need not submit PG separately.

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

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

6.5 On due performance and 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 contractor's bills.



(Signature & Stamp of Bidder)



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

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

**8.0 Delivery terms:-**

The transportation of wheel sets should commence from July, 2022.

**9.0 Delivery Period:-**

The full quantity of the order should be delivered within 12 months from the date of issuing the order. The delivery period may be extended as per the discretion of M/s SRBWIPL.

**10.0 Payment Terms:-**

- a. Payment will be made within 30 days from the date of submission of bill with relevant documents.
- b. For any deviation of payment terms as per tender document, the quoted price of the bidder will be evaluated by escalating the quoted price suitably considering the current lending rate of interest of State Bank of India.
- c. Party has to submit GST compliant invoice and challan (if any) to the authorities mentioning its GSTIN.
- d. Party has to submit compliance regarding documentation / monthly returns so as to ensure availing Input Tax Credit (ITC) by SRBWIPL, failing which SRBWIPL will deduct the resultant amount.
- e. SRBWIPL reserves the right to keep the payment of GST amount to the party on hold till the receipt of ITC by SRBWIPL is ensured.
- f. The payment will be made through account payee cheque in the name of the firm/RTGS/Online.

**11.0 Mode of Dispatch :-**

- a. Mode of dispatch: By road transport on door delivery basis.
- b. Date of delivery would be date of receipt of material at Consignee's end (SRBWIPL Factory, Kulti)
- c. Transit risk / Insurance cover while the material is in transit will be borne by the supplier.

**12.0 Distribution of tendered quantity :-**

The total tendered quantities may be distributed amongst three bidders in the ratio of 50:30:20 between

L-1, L-2 & L-3 bidders respectively subjected to acceptance of L-1 price by the other bidders.

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

**13.0 OTHER TERMS & CONDITIONS :-**

- 13.1 **Firm Rate:-**Quoted rates shall remain FIRM during pendency of contract and no escalation will be allowed. Bidders are requested to submit a declaration as per the format in Annexure-A.
- 13.2 **Paying Authority:-** CEO/CFO or the authorized representative of accounts department as delegated by the competent authority of SAIL RITES Bengal Wagon Industry Pvt. Ltd.
- 13.3 **Certifying Authority:-**DGM/MM/SRBWIPL/Kulti or the authorized representative of the concerned department as delegated by the competent authority of SAIL RITES Bengal Wagon Industry Pvt. Ltd.
- 13.4 **Arbitration :-** All questions, disputes or differences whatsoever arising between the SRBWIPL and Supplier or in relation to or in connection with the contract, either party may forthwith give notice to other in writing of the existence of such question, disputes or differences and the same shall be referred to the adjudicator of sole arbitrator. Chief Executive Officer of SRBWIPL shall have the right and authority to appoint any officer of the company as arbitrator not below the rank of a Dy. General Manager who is not directly connected with the order under the Arbitration & conciliation Act 1996. Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.
- 13.5 **Validity of offer:-** The offer should remain valid for 60 (Sixty) days from the opening date of tender.
- 13.6 **Quantity Variation Clause:-** SRBWIPL management reserves the right to exercise quantity variation clause @  $\pm 30\%$  of the order at the same rate and terms within the currency of the contract and Supplier will be bound to accept the repeat order.





- 13.7 **Termination of Contract and Risk Purchase:** -In case of abnormal delays (beyond the maximum delivery period) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order, SRBWIPL may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. SRBWIPL will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, SRBWIPL reserves the right to reject the offer. In case for compelling reasons SRBWIPL accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken for invocation of Risk Purchase clause from the pending bills, SD, PBG or other dues if any from SRBWIPL. This will be without prejudice to any other right of SRBWIPL under the contract.
- 13.8 Tender documents required to be submitted in physical mode only.
- 13.9 Bidder sending tender by post will do so, solely on their own risk and SRBWIPL will not be responsible for any loss in transit or postal delay.
- 13.10 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.
- 13.11 In the event of SRBWIPL's office remaining closed on the day of opening of the tender for any unforeseen reason, the tender shall be received up to 12:00 P.M. on the next working day of SAIL RITES Bengal Wagon Industry Pvt. Ltd. and will be opened at 12:30 P.M. thereafter in presence of such Bidder who may like to be present.
- 13.12 Bidder shall have no right to issue Addenda to tender documents to qualify, amend supplement or delete any of the conditions, clauses or items therein after submission of the tender at SRBWIPL.
- 13.13 The Bidder (henceforth shall be called as Supplier) should strictly abide by the company's rule, regulation, and instruction issued from time to time in respect of all matters.
- 13.14 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.
- 13.15 Supplier should submit bills on the letter head only.
- 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.
- 14.0 GST CLAUSE:-**
- 14.1 For the purposes of levy and imposition of GST, the expressions shall have the following meanings: a) GST - means any tax imposed on the supply of goods and/or services under GST Law. b) Cess - means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017. Page 28 of 85 c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
- 14.2 The rates quoted by the Vendor/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.
- 14.3 SRBWIPL shall declare in the Tender about value / estimated value of free issue of material and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by 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.
- 14.4 Evaluation of L-1 prices shall be done based on landed cost net of Input Tax Credit of GST, if available to SRBWIPL. SRBWIPL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the Vendor/Supplier/Contractor for additional payment/liability shall not be admitted and has to be borne by the Vendor/Supplier/Contractor.

*[Handwritten Signature]*  
24/06/2022



- 14.5 For the purpose of this contract, it is agreed between the parties that if any new taxes, duties or levies other than GST is introduced subsequent to the final date of submission of tender or reverse auction by the Central/State Government & Local Authorities and such new taxes, duties or levies become payable, then an equitable adjustment on account of new taxes, duties or levies in the contracted price shall be made which shall be subject to the production of documentary evidence by the Vendor/ Supplier/Contractor. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows: a. If input tax credit (ITC) is available, the adjustment in contract price for such new tax shall be made. b. In other cases (i.e. where tax credit is not available), adjustment in contract price shall be made only if the new tax is enacted during the period of extension arising out of reasons attributable to RMD.
- 14.6 In case of variation (increase/decrease) in the rate of GST after the final date of submission of tender or reverse auction, the said revised rate shall be reimbursed or recovered on production of relevant statutory documentary evidence. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows: a. If input tax credit (ITC) is available, the said revised rate shall be reimbursed or recovered. b. In other cases (i.e. where input tax credit is not available), the said revised rate shall be reimbursed only if the reasons for extension of the contract is attributable to SRBWIP. In any case, recovery shall be made in case of a downward variation in the rate of tax.
- 14.7 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 SRBWIP in the customized format shared by SRBWIP in order to enable SRBWIP to update its database, etc. that may be necessary to match the invoices on GSTN common portal and enable SRBWIP to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
- 14.8 In case Input Tax Credit of GST is denied or demand is made on SRBWIP 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 SRBWIP 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. SRBWIP, 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.
- 14.9 Vendor/Supplier/Contractor shall maintain high GST compliance rating track record at any given point of time.
- 14.10 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.
- 14.11 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
- 14.12 Any recovery or payment from the contractor for allotment of land or provision of water, etc, and for provision of any service(s) to the contractor by the Purchaser on chargeable basis or any other recovery under any clause of this NIT , then such recovery or payment from the contractor shall be subject to levy of GST (as applicable as per prevailing GST Laws) on the amount of recovery to be made or payment to be collected from the contractor, However such charge of GST over and above the amount of recovery or payment due shall be available for credit benefit as Input Tax Credit for GST in the hands of contractor.

  
24/06/2022



**SPECIAL CONDITIONS OF CONTRACT**

**1.0 GENERAL:-**Successful Bidder shall ensure supply of full ordered quantity of materials within the stipulated delivery period in the order.

**2.0 PACKING:-**

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

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

**3.0 LIQUIDATED DAMAGES:-** Recovery of Liquidated Damage (LD) shall be levied @ ½ % (Half Percent) of the price of the store per week or part of the week during which delivery is accepted and the upper limit for recovery of LD in supply contracts is 10% (Ten Percent) of the value of contract (Including Elements of Taxes, Duties etc.) irrespective of delays on the part of suppliers, unless otherwise provided, specifically in the contract.

SRBWIPL reserves the right to regulate the in-take or off-take of materials as well as to re-fix the terminal date of delivery.


**4.0 FORCE MAJEURE:-**

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

**5.0 PREFERENCE TO MSME UNIT:-**

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.

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.

  
(Ashutosh Kr. Jha)  
DGM/MM




**PRICE BID FORMAT**

Sl No	Description	Quantity	Transportation Cost Per Wheel Set	
			In Figures (Rs)	In Words
1	Transportation of 1000 mm diameter Wheel sets from Rail Wheel Factory, Yelahanka, Bangaluru to SRBWIPL, Kulti, West Bengal along with transit insurance as per scope of work mentioned in Annexure-I	2400 Wheel sets		

**Note:**

1. Interse position will be determined on the basis of the total landed cost at SRBWIPL Factory, Kulti.
2. The rate will be firm during the pendency of contract. Bidder should submit an undertaking as per format in Annexure-A.
3. GST rate prevailing on the date of supply will be applicable for reimbursement in addition to the unit basic price as finalized in the tender.
4. Past performance of the bidders will be considered while evaluation of bid.
5. Bids will not be accepted if the bidder is not registered with IBA.

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.

  
 (Ashutosh Kr. Jha)  
 DGM/MM



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

Reference no.....

Date.....

To

Dy. General Manager/MM

SAIL RITES Bengal Wagon Industry Private Limited

Kulti, Dist: Burdwan

West Bengal

Sub: Undertaking for Transportation of 2400 sets of wheels of 1000 mm diameter from Rail Wheel Factory, Yelahanka, Bangaluru to SRBWIPL, Kulti, West Bengal with firm rate without any escalation during pendency of contract.

Ref: SRBWIPL/Transportation/Wheel/19I/2022-23/03, Date 24.06.2022

I do hereby declare that, the ordered quantity of wheel sets will be transported by us with agreed basic price plus GST as applicable during the pendency of contract stipulated in the tender document.

No price escalation will be demanded by us whatsoever the reason may be.

Signature of Authorized Signatory of  
Firm with company seal.

  
24/06/2022



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

Date: \_\_\_\_\_

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

Ref. Tender No. &amp; Date \_\_\_\_\_

I/We the undersigned, declare that:

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

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because

I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid.

or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity Fail to execute the contract.

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

Signature &amp; designation of authorized person of the Bidder

Corporate Seal

Dated on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ (Insert date of signing)

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

(Signature &amp; Stamp of Bidder)





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

In consideration of SAIL RITES Bengal Wagon Industry Private Limited, Kulti, West Bengal (hereinafter called SRBWIP) having agreed to exempt ..... (Name and Address of firm) (hereinafter called "The said Contractor(s)") from the demand under the terms and conditions of letter of Acceptance No ..... Dated ..... made between SRBWIP and ..... (Name of firm) for Contract for Preparation, Fabrication & Assembly of 480 nos. BOXNHL (MBS), Design "D" Wagons at SRBWIP Factory, Kulti (hereinafter Called the "The said letter of Acceptance/Agreement") of performance guarantee for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said letter of Acceptance, on production of Bank Guarantee for ` ..... (Rupees ..... only),

1. We, ..... (Indicate the name of the bank) (hereinafter referred to as "The Bank") at the request of ..... (contractor (s) do hereby undertake to pay to SRBWIP an amount not exceeding ` ..... against any loss or damage caused to or suffered or would be caused to or suffered by the SRBWIP 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 SRBWIP stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the SRBWIP by reason of any breach by the said contractor(s) of any of the terms or conditions contain in the said letter of Acceptance/Agreement or by reason of the contractor(s) failure to perform the said letter of Acceptance/Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ` .....
3. We undertake to pay to the SRBWIP any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court of Tribunal relating thereto our liability under this present being absolute and unequivocal.

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

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

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



(Signature & Stamp of Bidder)



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 the change in the constitution of the Bank or the Contractor(s) / Supplier(s).
7. We \_\_\_\_\_ (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the SRBWIPL in writing.

Dated .....day of .....2022

Witness:

For ..... (Name of the Bank)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Full Name & official Address)

\_\_\_\_\_  
(Full Name)

Official Address, Designation and Bank Seal  
Power of Attorney no: \_\_\_\_\_

Date: \_\_\_\_\_

(Signature & Stamp of Bidder)

*[Handwritten Signature]*  
24/06/2022



**INTEGRITY PACT DOCUMENT**  
(To Be Executed In 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 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.

*[Signature]*  
24/06/2022

(Signature & Stamp of Bidder)



### **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.

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

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

### **Section 6 –Equal treatment of all Bidders / Contractors**

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

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

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

(Signature & Stamp of Bidder)





### **Section 7 – Criminal charges against violating Bidders / Contractors**

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

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

### **Section 9 – Pact Duration**

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

### **Section 10 – Other provisions**

(1) This agreement is subject to Indian Law. 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.

(Signature & Stamp of Bidder)





(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. \_\_\_\_\_

*[Handwritten signature]*  
24/06/2022