

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

Tender No. SRBWIPL/GATX/NDM/186 BOXNHL/218/2022-23/01

Date 06.02.2023

Tender document fee Rs 1,000.00
EMD Rs 1,90,500.00

Sub: Open tender for procurement of 186 sets of NDM Components as per latest RDSO drawing and specification for BOXNHL, Design-D (MBS) wagons.

Last Date & Time of Submission: By 12:00 PM on 21.02.2023

Date & Time for opening of tender: At 12:30 PM on 21.02.2023

"Sealed tenders in two packet System is invited from reputed vendors for supply of 186 sets of NDM Components conforming latest drawing and specification and as per list annexed for BOXNHL, Design-D (MBS) wagons and the materials have to be delivered to SRBWIPL, Kulti."

Annexure – I: Schedule of Requirement


Annexure – II: Instruction to Bidders & General Conditions of Contract.

Annexure – III: Special Terms and Conditions

Annexure – IV: Price Bid Format


- 1.0 Tenderer are required to submit the Techno Commercial bid and the price bid in separate envelopes and put together in a common envelope and to be dropped in our tender box or may be sent by registered post but must reach us positively on or before last date & time of submission as specified in the tender document.
- 2.0 The bidders are required to super scribe the tender number, due date of submission & opening on the envelope and address the same to the DGM/Purchase, SRBWIPL, P.O-Kulti, Dist-Paschim Bardhaman, WB, Pin-713343.
- 3.0 Bidders must enclose the documentary evidence in support of proof as mentioned in the tender document.
- 4.0 All other terms and conditions will be as per general & special terms and conditions detailed in the tender document.
- 5.0 Tender without tender fee will be summarily rejected. Tender fee & EMD may be submitted in the form of DD drawn 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 the Bank : State Bank of India
 - b) Branch Name & Address : SME Branch, UG Floor, Ozone Plaza, Bank More, Dhanbad.
 - c) IFS Code : SBIN0006541
 - d) Branch Code : 06541
 - e) Account No : 37814705436
- 6.0 The offers may be dropped in the tender box or may be sent through the registered post but it must reach within 12 PM of 21.02.2023 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 21.02.2023 at 12.30 PM but in the event of SRBWIPL's office remaining closed on the day of opening of techno commercial bid for any unforeseen reason, then the tender will be received up to 12:00 PM on the next working day and will be opened at 12:30 PM in presence of the bidders who would like to be present.
The price bid of the techno – commercially eligible bidders will be opened on a later date and it will be intimated in time.

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.




Schedule of Requirement
Non- DM Component for BOXNHL (MBS) Design – D

Sl No	RDSO Drawing No	Alt No	Item No	Description	Qty/ Wagon	Reference Drawing No.	MTL & Specn.
1	WD-09034-S-21	6	N.A.	Standard Plate (English) cast Iron Gr. FG 150, Spec: IC 210	1	W/ML-7,Alt-3 or latest	As per Ref. Drg.
2	WD-09034-S-21	6	N.A.	Standard Plate (Hindi) cast Iron Gr. FG 150, Spec: IC 210	1	W/ML-14,Alt-7 or latest	As per Ref. Drg.
3				Galvanised G.I. Sign. Plate for standard. Plate	2		
Door Components							
4	WD-09034-S-07	7	15	Door Check Spring (Carbon Steel, Gr-1)	8	W/DW-305D Alt latest	As per Ref. Drg.
5	WD-09034-S-07	7	1 & 2	Locking Bolt with 2no. Brackets & Stud Washer(5mm Thk) and 6diax41long pin complete set	8 Sets	N.A.	IS: 2062 E250A for It. 1 IRSM-44 for It. 2
6	WD-09034-S-07	7	3	Door Hinge Straight (Long)	8	WD-93067-S-01 latest alt.	IS: 2062 Fe 410 Cu WA
7	WD-09034-S-07	7	4	Door Hand Hold with "IRS" stamp	8	W/ML-5 latest alt.	IRS:M44
8	WD-09034-S-07	7	6	Door Hinge Foot	12		IRS:M44
9	WD-09034-S-07	7	7a & 7b	Pin 20 Dia X 101 long with 6mm 29dia head with washer 4mm thk. OD 29 & ID 21.5	12		IRS:M44
10	WD-09034-S-07	7	8	Flap Door Chainless Cotter Rivet	16	WD-04063-S-01	IRS: M44
11	WD-09034-S-07	7	12	Door Hinge Straight (Short)	4	WD-93067-S-02 latest alt.	IS: 2062 Fe 410 Cu WA
12	WD-09034-S-07	7	9	Flap Door Chainless Cotter	8	W/DW - 297	Steel Cl:2
13	WD-09034-S-05	4		Door Way Cross Bar Packing	8		IRSM-44
Under Frame Components & Superstructure							
14	WD-09034-S-08	3	13	Taper Washer for Bolster Side Bearer Pad	8		IRS: M-44,
15	WD-09034-S-14	12	12	Yoke Support Plate	2		IS:2062 2006 E250
16	WD-09034-S-14	12	11	Safety Plate	2		IS:2062 2006 E250
17	WD-09034-S-05	4	7	Prasad Label Holder	2	W/ML-11	IRS: M-44,
18	WD-09034-S-17	3	2	Tarpaulin Cleat	20	W/ML-2726	IRS: M-44,
19	WD-09034-S-06	6	7	Ladder Pipe 20 NB	12		IRSM-44 ASTM-A 312 SCHEDULE 40 S Gr TP (ERW)
20	WD-09034-S-06	6	13	Body End Hand Hold (16 dia Rod)	2		IRSM-44 ASTM-A 312 SCHEDULE 40 S Gr TP (ERW)
21	WD-09034-S-14	12	5	Towing Hook	4	W/ML-2724	IRSM-44

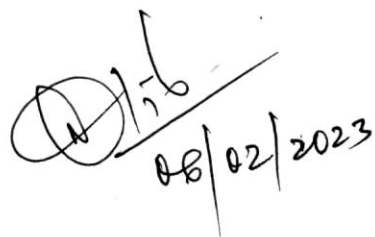

 08/02/2023

(Signature & Stamp of Bidder)

SI No	RDSO Drawing No	Alt No	Item No	Description	Qty/ Wagon	Reference Drawing No.	MTL & Specn.
Brake Gear Components							
22	WD-09034-S-10	9	1	Hand Brake Wheel (dia 380mm)	1	WD-10087-S-01	IS:2062 E250A
23	WD-09034-S-10	9	2	Hand Wheel Spindle Assembly with M-27 Nut & Std. Washer	1 Set		IS:2062 E250A
24	WD-09034-S-10	9	3	Sleeve	1	W/BG-6310	IS:2062 E250A
25	WD-09034-S-10	9	4	Hand Brake Screw Nut	1		IS:1875 CI-2
26	WD-09034-S-10	9	5	Hand Brake Screw with 6THK 70dia washer	1		IS:2062 E250A
27	WD-09034-S-10	9	6	Hand Brake Connecting Link	2		IS:1875 CI-2
28	WD-09034-S-10	9	12	Hand Brake Pull Rod	1		IS:2062 E250A
29	WD-09034-S-10	9	15	Roller	1	W/BG-6200	IS:2062 E250 A
30	WD-09034-S-10	9	17	Pin for Roller	1	W/BG-6236	IS:2062 E250 A
31	WD-09034-S-10	9	19	Tie Rod	1		IS:2062 E250 A
32	WD-09034-S-10	9	29	Boss for Stiffening Plate	1		IRSM-44
33	WD-09034-S-10	9	18	Horizontal Lever	1		IS:2062 E250 A
34	WD-09034-S-10	9	7	Equalising Lever	2		IS:2062 E250 A
35				Brake Shoe Key	8 pcs		
36	WD-09034-S-10	9	23	Horizontal Lever Hanger Bkt.	1		IRSM-44
37	WD-09034-S-10	9	11	Equalizing Lever Supporting Bkt	1		IRSM-44
Miscellaneous Components							
38	WD-09034-S-11	7	18	Coupling Support assembly	4	SK-73552	IS:2062 E250 A
39	WD-09034-S-20	3	2	APD for Cut off Angle with Hex Nut & Spring Washer Complete	4		IS: 2062 E 250 Cu
40	WD-09034-S-13	1	1	Coupler Rod	2		IS: 2062 E 410 Cu
41	WD-09034-S-13	1	2	Bearing Piece	2	W/BD-6284	IS: 2062 E 410 Cu
42	WD-09034-S-13	1	3	Pin 25 dia X 60 Long	2		IS: 2062 E 410 Cu
43	WD-09034-S-13	1	4	Bevel Washer (50 dia X 12 Thick)	4	W/BD-6285	As per Ref. Drg.
44	WD-09034-S-13	1	5	Safety Strap for Bearing Piece	2	W/BD-6318	IS: 2062 E 250 Cu
45	WD-09034-S-20	3	1	Auxiliary Reservoir Suspension Strap along with Stud M-16 x 120 long with nut & washer complete	3 sets	WD-09034-S-16 Alt. 7 or Latest	Strap - 6mm IRSM-44 Stud, nut & washer IS:2062 E250A with Cu


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SI No	RDSO Drawing No	Alt No	Item No	Description	Qty/ Wagon	Reference Drawing No.	MTL & Specn.
Packing (Impregnated Compressed Laminates) WD-3-ABR-7							
46	WD-09034-S-11	7	30	Packing 120 X 40 X 40	2		RDSO Spec. WD-20-ABR-07
47	WD-09034-S-11	7	31	Packing 120 X 40 X 15	3		RDSO Spec. WD-20-ABR-07
48	WD-09034-S-11	7	32	Packing 120 X 40 X 5	2		RDSO Spec. WD-20-ABR-07
49	WD-09034-S-11	7	33	Packing 140 X 40 X 5.5	2		RDSO Spec. WD-20-ABR-07
50	WD-09034-S-11	7	34	Packing 100 X 40 X 40	5		RDSO Spec. WD-20-ABR-07
51	WD-09034-S-11	7	55	Packing 140 X 40 X 58.5	2		RDSO Spec. WD-20-ABR-07
52	WD-09034-S-11	7	56	Packing 120 X 40 X 18	2		RDSO Spec. WD-20-ABR-07
53	WD-09034-S-11	7	60	Packing 100 X 40 X 58	1		RDSO Spec. WD-20-ABR-07
Clamp for pipe							
54	WD-09034-S-11	7	27	Clamp for Pipe 32 NB (WD-04058-S-01, It. 4)	9		RDSO Spec. WD-20-ABR-07
55	WD-09034-S-11	7	28	Clamp for Pipe 32 NB (WD-04058-S-01, It. 3)	4		RDSO Spec. WD-20-ABR-07
56	WD-09034-S-11	7	29	Clamp for Pipe 20 NB (WD-04058-S-01, It. 1)	6		RDSO Spec. WD-20-ABR-07
Brake Gear Pin							
57	WD-09034-S-09	5	2	Brake Gear Pin	3	WD-09034-S-09 (Pin at 2)	
58	WD-09034-S-09	5	3	Brake Gear Pin	2	W/Pin-47	
59	WD-09034-S-09	5	4	Brake Gear Pin	1	W/Pin-57	
STD Plain Washer							
60	WD-09034-S-09	5	2	STD. Plain Washer M-42	3		Pin Locatin 2
61	WD-09034-S-09	5	3 & 4	STD. Plain Washer M-27	3		Pin Location 3 & 4
62	WD-09034-S-10	9	4	STD. Plain Washer M-30	2		IS:1875 CI-2
63				M.S. Plain Washer 4 mm Thk X 30 mm ID X 50 mm OD	8		IS: 2016
Split Pin							
64	WD-09034-S-09	4	2	Split Pin 8 X 68	3		IS: 549
65	WD-09034-S-10	9		Split Pin 5 X 50	10		
Bulb Cotter							
66	WD-09034-S-09	5		Bulb Cotter (3.15 / 16X66)	3		W/KY-20
67	WD-09034-S-09	5		Split Cotter (8X68)	3		



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(Signature & Stamp of Bidder)

Sl No	RDSO Drawing No	Alt No	Item No	Description	Qty/ Wagon	Reference Drawing No.	MTL & Specn.
Rivets							
68	WD-09034-S-10	9	5	CSK HD 10 Dia X 85 Lg	2		IS:1148 & IS:2155
69				Aluminium Rivet (3 mm X 16 mm Long)	4		Gliv.
Miscellaneous Items							
70				SS Shorts ; for finish SA 2.5 ; ISO 8501-1/IS:9954	6 Kgs		IS: 2932
71				Sealing Tape (Thread seal) ½ inch x 12 mtrs long (Teflon Tape)	5 nos		
BOLTS, NUTS & SPRING WASHER							
1	WD-09034-S-11	7	35	Bolt M10x 120 lg with Nut & Spring Washer	10		is:1364 & is:3063
2	WD-09034-S-11	7	36	Bolt M10x 95 lg with Nut & Spring Washer	14		is:1364 & is:3063
3	WD-09034-S-11	7	37	Bolt M10x 100 lg with Nut & Spring Washer	14		is:1364 & is:3063
4	WD-09034-S-11	7	38	Bolt M16x 70 lg with Nut & Spring Washer	4		is:1364 & is:3063
5	WD-09034-S-11	7	39	Bolt M12x 55 lg with Nut & Spring Washer	8		is:1364 & is:3063
6	WD-09034-S-11	7	45	Bolt M12x 25 lg with Nut & Spring Washer	2		is:1364 & is:3063
7	WD-09034-S-11	7	57	Bolt M10x 140 lg with Nut & Spring Washer	4		is:1364 & is:3063
8	WD-09034-S-08	3	13	Std. M-20 X 110 lg CSK Screw with Hex Nut	8		IS:1837 CI-IV & IS:1365
9	WD-09034-S-11	7	19A	Bolt M-6 X 30 Long with Nut & Spring Washer	4		IS: 1364 & IS: 3063

Note:

- Bidders should quote for all items in the price bid. Offers received for partial items will not be accepted.
- Latest alteration in drawings will be applicable.
- Latest amendment in specifications will be applicable.
- The past supply performance of the vendor will be taken into consideration while finalization of tender.


 For SAIL RITES Bengal Wagon Industry Pvt. Ltd.

Instruction to the Bidders and General Conditions of Contract

1.0 CONTENT OF BID:**1.1 Bid Should Contain The Following:**

- a. Documentary evidence in support of credentials should be submitted.
- b. Copy of PAN.
- c. All the pages of the tender document duly signed and stamped by the Bidders as a token of acceptance of all terms and conditions is to be returned along with the offer.
- d. Copy of GST registration.
- e. Copy of valid SSI/MSME/NSIC Registration Certificate (If applicable any).
- f. Copy of bank mandate certified by the banker (The bank mandate submitted with the offer cannot be changed till the completion of contract. If the vendor intends to change the bank mandate then an NOC from the existing banker should be submitted.)

1.2 Price Bid Shall Contain The Following:-

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

1.3 Qualification Criteria:-**Technical Qualification**

- a. The vendor should have an experience of supplying wagon components to Railway or non Railway wagon builders within last seven financial years (2015-16, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22). Documentary evidence like work order along with completion certificate or performance certificate should be submitted with the techno-commercial bid.
- b. The vendor should have completed at least 3 contracts during last seven financial years (2015-16, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22) whose contract value should not be less than 37.50 lakhs each.
Or
The vendor should have completed at least 2 contracts during last seven financial years (2015-16, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22) whose contract value should not be less than 46.87 lakhs each.
Or
The vendor should have completed at least 1 contract during last seven financial years (2015-16, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21 & 2021-22) whose contract value should not be less than 75 lakhs.

II Financial qualification

- a. The firm should have average annual turnover of Rs 28.12 lakhs during last three financial years (2018-19, 2019-20 & 2020-21). Self attested audited Balance Sheet, P&L Account Statement and Trading Account Statement should be submitted along with the techno commercial bid.

2.0 Price:-

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

2.3 Income Tax deduction u/s 194Q:

As per the section 194Q of Income Tax Act (1961), the buyer of goods is liable to deduct Tax deducted at source ('TDS') on the amount exceeding Rs. 50 lakhs in case the turnover, total sales or gross receipts of the buyer exceeds Rs. 10 crores during the financial year immediately preceding the financial year in which the purchase of goods is carried out.

Hence in compliance of above provision, with effect from 1st July 2021, we shall be deducting TDS under section 194Q at the rate of 0.1% on the amount of purchases made during the year. **"Buyer have to provide proof of valid PAN else TDS will be deducted at higher rate of 5% or as per the rate notified by the Income Tax department from time to time."**

In addition to above, we request you to not collect Tax collected at source ('TCS') under section 206C (1H), as section 194Q (5) specifically provides that in case buyer has deducted TDS under section 194Q, then the seller is not required to collect TCS on the same transaction and hence only the buyer is liable to deduct TDS on such transaction.

Provision of Sec-206 AB – Declaration.

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

- 3.1 EMD of Rs 1,90,500.00 should be deposited in the form of DD drawn in favour of Sail Rites Bengal Wagon Industry Pvt. Ltd. payable at Kulti or may be remitted to our bank account, details of which is given in Page 1 clause no. 5
- 3.2 The units registered with SSI, NSIC, MSME, may be exempted from submission of EMD / Bid Security on production of documentary evidence.
- 3.3 If the bid security is exempted for any bidder then the bidder has to submit a Bid Security Declaration as per the format specified in Annexure "A".

4.0 Security Deposit (SD):-

- 4.1 Security deposit equivalent to 5% of the total contract value shall have to be deposited by the successful bidder within 15 days from the date of Purchase order in the form of (a) Demand draft in favor of SAIL RITES BENGAL WAGON INDUSTRY PRIVATE LIMITED Payable at KULTI or (b) Bank guarantee as per format provided by SRBWIPL which should be valid till the completion of contract. In case the SD is not submitted within 15 days from the date of the P.O, then the SD may be built up by deducting the amount proportionately from the bills of the contractor. The SD shall bear no interest and will be forfeited for non-performance of the contract by the successful bidder. However SD may be waived for SSI Unit registered with NSIC, MSME, PSU units, DGS&D & Co-operative society. The SD may also be waived for RDSO approved vendor, proprietary items, original equipment supplier.

(Signature & Stamp of Bidder)

4.2 Performance Guarantee (PG):-

The contractor shall have to submit PG @ 5% of the total contract value within 15 days from date of P.O. In respect of vendors being NSIC, MSME units, SSI, DGS&D, Co-operative society & RDSO registered or PSU qualifying for exemption of submission of SD, PG for 5% of total contract value is to be submitted by them. The PG shall remain valid up to the completion of contract period. The SD, if submitted, may be converted to PG. The contractors who will submit SD, no PG is required to be submitted by them in such case. Contractors are responsible for the quality of the materials, workmanship, smooth operation etc. During the Guarantee period, if any defect is detected for supply item or poor workmanship, the agency is responsible for replacement of defective component or repairing of wagon wherever applicable, within 2 weeks from the date of receipt of intimation at free of cost or else an amount equivalent to defective lot will be deducted from the PG.

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

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

5.0 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.

6.0 Delivery terms:-

6.1 Delivery of materials should commence from February, 2023 onwards. The required quantities per month will be based on the progress of execution of work which will be informed by our material management department.

6.2 Each lot should be delivered with original Tax Invoice along with original MTC & GC.

6.3 MTC should be from any NABL approved laboratory.

6.4 MTC & GC number should be mentioned in the Tax Invoice.

6.5 Materials should be delivered in matching Wagon set as required per wagon, failing which the materials will not be accepted.

6.6 All MS components should be primer coated.

7.0 Delivery Period:-

The full quantity of the order should be delivered within 01 months from the date of placing the order. The delivery period may be extended as per requirement and with the discretion of the competent authority.

8.0 Payment Terms:-

8.1 Payment will be made within 30 days from the date of receipt of materials along with original tax invoice and other relevant documents.

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

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

8.4 Supplier has to submit compliance regarding documentation / monthly returns so as to ensure availing Input Tax Credit (ITC) by SRBWIP, failing which SRBWIP will deduct the resultant amount.

8.5 SRBWIP reserves the right to keep the payment of GST amount to the party on hold till the receipt of ITC by SRBWIP is ensured.

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

9.0 Mode of Despatch:-

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

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

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

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

10.0 Distribution of tendered quantity:-

10.1 Normally the total tendered quantities may be distributed amongst three bidders in the ratio of 50:30:20 between L-1, L-2 & L-3 bidder respectively subjected to the acceptance of L-1 price by the other bidders.

However M/s SRBWIP 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.

11.0 Inspection:-

11.1 Inspection of materials will be carried out by the authorized representative of SRBWIP at its' own site.

11.2 The defective materials should be replaced within 7 days from the date of rejection or else the material will be treated as scrap and the company will not be liable to return it after 7 days.

11.3 The cost of test at Government Test House or other institutions will be on the Contractor's account.

12.0 Preference to MSME Units:-

Offers from MSME units will be considered for placements of order in accordance with the guidelines circulated vide Ministry of MSME, government of India Notification No. 503, Dated 23.08.2012 and subsequent notification therein.


(Signature & Stamp of Bidder)

12.0 OTHER TERMS & CONDITIONS:-

- 12.1 **Firm Rate:** Quoted rates shall remain FIRM during pendency of contract and no escalation will be allowed. Bidders are requested to submit a declaration as per format annexed with price bid.
- 12.2 **Paying Authority:** CEO/CFO or his authorized representatives of Accounts Department as delegated by competent authority of SAIL RITES Bengal Wagon Industry Pvt. Ltd, Kulti.
- 12.3 **Certifying Authority:** DGM/MM/SRBWIPL/Kulti or his Authorized representatives of concerned departments as delegated by CEO of SAIL RITES Bengal Wagon Industry Pvt. Ltd, Kulti.
- 12.4 **Arbitration:** All questions, disputes or differences whatsoever arising between the SRBWIP 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 SRBWIP shall have the right and authority to appoint any officer of the company as arbitrator not below the rank of a Dy. General Manager who is not directly connected with the order under the Arbitration & conciliation Act 1996. Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.
- 12.5 **Validity of Offer:** The offer should remain valid for 90 (Ninety) days from the opening date of tender.
- 12.6 **Quantity Variation Clause:** SRBWIP 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.
- 12.7 **Termination of Contract and Risk Purchase:** In case of abnormal delays (beyond the maximum delivery period) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order or variation of quantity of order, SRBWIP may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. SRBWIP will take all reasonable steps to get the material from alternate source at optimum cost. **If bidder does not agree to the above Risk Purchase Clause, SRBWIP reserves the right to reject the offer.** In case of compelling reasons SRBWIP accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken for invocation of Risk Purchase clause from the pending bills, SD, PBG or other dues if any from SRBWIP. This will be without prejudice to any other right of SRBWIP under the contract.
- 12.8 Tender documents required to be submitted in physical mode only. Bidder sending tender by post will do so, solely on their own risk and SRBWIP will not be responsible for any loss in transit or postal delay.
- 12.9 Incomplete tender or tenders submitted with qualified condition(s) at variance with special as well as general terms & conditions / instruction to bidders of this tender are liable to be rejected summarily.
- 12.10 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 SRBWIP.
- 12.11 The Bidder (henceforth shall be called as Supplier) should strictly abide by the company's rule, regulation, and instruction issued from time to time in respect of all matters.
- 12.12 All rates, price in the tender form should be quoted both in figures and in words. Tenders containing over written or erased rates are liable to be rejected.
- 12.13 The tender may be withdrawn/discharged at any point of time duly recording reason thereof in writing by the Competent Authority and without assigning the reasons to general public.
- 12.14 The Corrigendum /addendum may be added with the approval of the Competent Authority before opening of the tender.
- 12.15 GST Clauses:**
- 1.0 For the purposes of levy and imposition of GST, the expressions shall have the following meanings: a) GST - means any tax imposed on the supply of goods and/or services under GST Law. b) Cess - means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017. Page 28 of 85 c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
- 2.0 The rates quoted by the Vendor/Supplier/Contractor shall be inclusive of all taxes, duties, levies and Cess except GST. Vendor/Supplier/ Contractor has to clearly show the amount of GST separately in the Tax Invoices raised by them. Further, it is the responsibility of the Vendor/Supplier/Contractor to make all possible efforts to make their accounting and IT system GST compliant in order to ensure timely availability of Input Tax Credit (ITC) to SRBWIP.
- 3.0 SRBWIP 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 SRBWIP in the form of reduction in the value of invoice raised by Vendor/Supplier/ Contractor, then SRBWIP will raise GST invoices on such transactions and the same will be borne by Vendor/Supplier/Contractor.
- 4.0 Evaluation of L-1 prices shall be done based on landed cost net of Input Tax Credit of GST, if available to SRBWIP. SRBWIP 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.
- 5.0 For the purpose of this contract, it is agreed between the parties that if any new taxes, duties or levies other than GST is introduced subsequent to the final date of submission of tender or reverse auction by the Central/State Government & Local Authorities and such new taxes, duties or levies become payable, then an equitable adjustment on account of new taxes, duties or levies in the contracted price shall be made which shall be subject to the production of documentary evidence by the Vendor/ Supplier/Contractor. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows: a. If input tax credit (ITC) is available, the adjustment in contract price for such new tax shall be made. b. In other cases (i.e. where tax credit is not available), adjustment in contract price shall be made only if the new tax is enacted during the period of extension arising out of reasons attributable to RMD.

- 6.0 In case of variation (increase/decrease) in the rate of GST after the final date of submission of tender or reverse auction, the said revised rate shall be reimbursed or recovered on production of relevant statutory documentary evidence. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows: a. If input tax credit (ITC) is available, the said revised rate shall be reimbursed or recovered. b. In other cases (i.e. where input tax credit is not available), the said revised rate shall be reimbursed only if the reasons for extension of the contract is attributable to SRBWIP. In any case, recovery shall be made in case of a downward variation in the rate of tax.
- 7.0 Vendor/Supplier/Contractor agrees to do all things not limited to providing GST 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.
- 8.0 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.
- 9.0 Vendor/Supplier/Contractor shall maintain high GST compliance rating track record at any given point of time.
- 10.0 Vendor/Supplier/Contractor is required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in Section 171 of the CGST Act relating to Anti-Profiteering Measure and the relevant provisions of GST Law.
- 11.0 Vendor/Supplier/Contractor shall avail the most beneficial Notifications, abatements, exemptions etc, if any, as applicable for the supplies under the Goods and Service Tax Act.
- 12.0 Any recovery or payment from the contractor for allotment of land or provision of water, etc, and for provision of any service(s) to the contractor by the Purchaser on chargeable basis or any other recovery under any clause of this NIT, then such recovery or payment from the contractor shall be subject to levy of GST (as applicable as per prevailing GST Laws) on the amount of recovery to be made or payment to be collected from the contractor, However such charge of GST over and above the amount of recovery or payment due shall be available for credit benefit as Input Tax Credit for GST in the hands of contractor.

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.


08/02/2023

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

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

2.3 All the small components i.e. Pin, Washer, Split Pin, Cotter, Clamp & Packing, Nut with Bolt etc. should be packed separately with proper labeling or else the material will not be accepted.

3.0 Liquidated Damages:-

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

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

4.0 Force Majeure:-

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

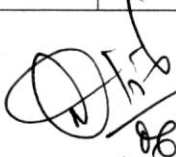
5.0 Guarantee / Warranty:-

The Guarantee/warranty shall be against defective workmanship and materials as per the respective RDSO specifications of items. During the Guarantee period, if any defect is detected, supplier shall arrange replacement of the defective materials within 15 days from the date of receipt of intimation at free of cost.


For SAIL RITES Bengal Wagon Industry Pvt. Ltd.

Price Bid Format

Sl No	Description	UOM	Qty Required	Basic Price (Rs)	Total Amount (Rs)
1	Standard Plate (English) cast Iron Gr. FG 150, Spec: IC 210	Nos	186		
2	Standard Plate (Hindi) cast Iron Gr. FG 150, Spec: IC 210	Nos	186		
3	Galvanised G.I. Sign. Plate for standard. Plate	Nos	372		
Door Components					
4	Door Check Spring (Carbon Steel, Gr-1)	Nos	1488		
5	Locking Bolt with 2no. Brackets & Stud Washer(5mm Thk) and 6diax41long pin complete set	Set	1488		
6	Door Hinge Straight (Long)	Nos	1488		
7	Door Hand Hold with "IRS" stamp	Nos	1488		
8	Door Hinge Foot	Nos	2232		
9	Pin 20 Dia X 101 long with 6mm 29dia head with washer 4mm thk. OD 29 & ID 21.5	Nos	2232		
10	Flap Door Chainless Cotter Rivet	Set	2976		
11	Door Hinge Straight (Short)	Nos	744		
12	Flap Door Chainless Cotter	Nos	1488		
13	Door Way Cross Bar Packing	Nos	1488		
Under Frame Components & Superstructure					
14	Taper Washer for Bolster Side Bearer Pad	Nos	1488		
15	Yoke Support Plate	Nos	372		
16	Safety Plate	Nos	372		
17	Prasad Label Holder	Nos	372		
18	Tarpaulin Cleat	Nos	3720		
19	Ladder Pipe 20 NB	Nos	2232		
20	Body End Hand Hold (16 dia Rod)	Nos	372		
21	Towing Hook	Nos	744		
Brake Gear Components					
22	Hand Brake Wheel (dia 380mm)	Nos	186		
23	Hand Wheel Spindle Assembly with M-27 Nut & Std. Washer	Set	186		
24	Sleeve	Nos	186		
25	Hand Brake Screw Nut	Nos	186		
26	Hand Brake Screw with 6THK 70dia washer	Nos	186		
27	Hand Brake Connecting Link	Nos	372		
28	Hand Brake Pull Rod	Nos	186		
29	Roller	Nos	186		
30	Pin for Roller	Nos	186		
31	Tie Rod	Nos	186		
32	Boss for Stiffening Plate	Nos	186		
33	Horizontal Lever	Nos	186		
34	Equalising Lever	Nos	372		
35	Brake Shoe Key	Nos	1488		
36	Horizontal Lever Hanger Bkt.	Nos	186		
37	Equalizing Lever Supporting Bkt	Nos	186		


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(Signature & Stamp of Bidder)

Sl No	Description	UOM	Qty/ Wagon	Basic Price (Rs)	Total Amount (Rs)
Miscellaneous Components					
38	Coupling Support assembly	Set	744		
39	APD for Cut off Angle with Hex Nut & Spring Washer Complete	Set	744		
40	Coupler Rod	Nos	372		
41	Bearing Piece	Nos	372		
42	Pin 25 dia X 60 Long	Nos	372		
43	Bevel Washer (50 dia X 12 Thick)	Nos	744		
44	Safety Strap for Bearing Piece	Nos	372		
45	Auxiliary Reservoir Suspension Strap along with Stud M-16 x 120 long with nut & washer complete	Set	558		
Packing (Impregnated Compressed Laminates) WD-3-ABR-7					
46	Packing 120 X 40 X 40	Nos	372		
47	Packing 120 X 40 X 15	Nos	558		
48	Packing 120 X 40 X 5	Nos	372		
49	Packing 140 X 40 X 5.5	Nos	372		
50	Packing 100 X 40 X 40	Nos	930		
51	Packing 140 X 40 X 58.5	Nos	372		
52	Packing 120 X 40 X 18	Nos	372		
53	Packing 100 X 40 X 58	Nos	186		
Clamp for pipe					
54	Clamp for Pipe 32 NB (WD-04058-S-01, It. 4)	Nos	1674		
55	Clamp for Pipe 32 NB (WD-04058-S-01, It. 3)	Nos	744		
56	Clamp for Pipe 20 NB (WD-04058-S-01, It. 1)	Nos	1116		
Brake Gear Pin					
57	Brake Gear Pin at 2	Nos	558		
58	Brake Gear Pin-47	Nos	372		
59	Brake Gear Pin-57	Nos	186		
STD Plain Washer					
60	STD. Plain Washer M-42	Nos	558		
61	STD. Plain Washer M-27	Nos	558		
62	STD. Plain Washer M-30	Nos	372		
63	M.S. Plain Washer 4 mm Thk X 30 mm ID X 50 mm OD	Nos	1488		
Split Pin					
64	Split Pin 8 X 68	Nos	558		
65	Split Pin 5 X 50	Nos	1860		
Bulb Cotter					
66	Bulb Cotter (3.15 / 16X66)	Nos	558		
67	Split Cotter (8X68)	Nos	558		
Rivets					
68	CSK HD 10 Dia X 85 Lg	Nos	372		
69	Aluminium Rivet (3 mm X 16 mm Long)	Nos	744		


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Sl No	Description	UOM	Qty/ Wagon	Basic Price (Rs)	Total Amount (Rs)
Miscellaneous Items					
70	SS Shorts ; for finish SA 2.5 ; ISO 8501-1/IS:9954	Kg	1116		
71	Sealing Tape (Thread seal) ½ inch x 12 mtrs long (Teflon Tape)	Nos	930		
Bolts, Nuts & Spring Washer					
1	Bolt M10x 120 lg with Nut & Spring Washer	Nos	1860		
2	Bolt M10x 95 lg with Nut & Spring Washer	Nos	2604		
3	Bolt M10x 100 lg with Nut & Spring Washer	Nos	2604		
4	Bolt M16x 70 lg with Nut & Spring Washer	Nos	744		
5	Bolt M12x 55 lg with Nut & Spring Washer	Nos	1488		
6	Bolt M12x 25 lg with Nut & Spring Washer	Nos	372		
7	Bolt M10x 140 lg with Nut & Spring Washer	Nos	744		
8	Std. M-20 X 110 lg CSK Screw with Hex Nut	Nos	1488		
9	Bolt M-6 X 30 Long with Nut & Spring Washer	Nos	744		
Grand Total (Rs)					

Note:

1. Interse position will be determined on the basis of total landed cost at SRBWIPL Factory, Kulti.
2. The price will be firm during the pendency of contract, bidder should submit an undertaking as per format annexed with the price bid.
3. Taxes as applicable will be reimbursed in addition to the unit basic price as finalized in the tender.
4. Past performance of supply to SRBWIPL will be considered during evaluation of bids.
5. **Latest alteration in drawing and amendment in specifications will be applicable.**


 08/02/2023
 For SAIL RITES Bengal Wagon Industry Pvt. Ltd.

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

Reference no.....

Date.....

To

Deputy General Manager/Purchase

SAIL RITES Bengal Wagon Industry Private Limited

Kulti, Dist: Burdwan

West Bengal

Sub: Undertaking for supply of NDM Components as per latest drawing and specification for BOXNHL, Design-D (MBS) wagons with firm price without any escalation during the pendency of contract.

Ref: SRBWIPL/GATX/NDM/186 BOXNHL/218/2022-23/01, Date 06.02.2023

I do hereby declare that the ordered quantity of NDM Components will be supplied by us with agreed basic price plus applicable taxes during the pendency of contract stipulated in the tender document.

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

Signature of Authorized Signatory of Firm
with company seal


06/02/2023

Bid Security Declaration Form
(To Be Printed On The Company's Letter Head)

Date: _____

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

Ref. Tender No. & Date _____

I/We the undersigned, declare that:

I/We understand that, according to your tender conditions, bids must be supported by a Bid Securing Declaration for exempted vendor.
I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

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

or

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


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

Signature & designation of authorized person of the Bidder

Corporate Seal

Dated on _____ day of _____ 20 _____ (Insert date of signing)

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


08/02/2023


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

I (Name and Designation) appointed as the attorney/authorized signatory of the bidder (including its constituents) M/s (Herein after called the bidder) for the purpose of the Tender Documents for as per the Tender No. SRBWIP/L/GATX/NDM/186 BOXNHL/218/2022-23/01, Dated 06.02.2023 (SAIL RITES BENGAL WAGON INDUSRY PVT. LTD), do hereby solemnly affirm and state on the behalf of the bidder including its constituents as under:

1. I/We the bidder(s) am/are signing this document after carefully reading the contents of the above mentioned tender.
2. I/We declare and certify that I/we have not made any misleading or false representation anywhere in the tender submitted including the annexure thereto.
3. I/We also understand that my / our offer will be evaluated based on the documents / credentials submitted along with the offer and same shall be binding upon me/us.
4. I/We declare that the information and documents submitted along with the tender documents by me/us are complete and correct and I/we are fully responsible for the authenticity and correctness of the information and documents, submitted by us.
5. I/We understand that at any time during process for evaluation of tenders, if any information / document submitted by me / us are found to be suppressing facts / forged / false / fabricated / fudged or incorrect, it shall lead to forfeiture of the EMD, if submitted, besides banning under the extant Guidelines for Banning of Business Dealings of SAIL RITES BENGAL WAGON INDUSRY PVT. LTD and initiating any legal action as deemed fit by SAIL RITES BENGAL WAGON INDUSRY PVT. LTD, Further, I/We (Name of the Bidder) and all my / our constituents understand that my / our offer shall be summarily rejected.
6. I/We also understand that at any time after award of contract, if the certificate(s) submitted by me / us are found to be suppressing facts / false / forged / fabricated / fudged or incorrect, it may lead to termination of the contract, along with forfeiture of EMD / SD and Performance Guarantee if submitted, besides any other action provided in the contract including banning under the extant Guidelines for Banning of Business Dealing of SAIL RITES BENGAL WAGON INDUSRY PVT. LTD and initiating any legal action as deemed fit by SAIL RITES BENGAL WAGON INDUSRY PVT. LTD.

Place:
Date:

SEAL AND SIGNATURE OF
THE BIDDER


06/02/2023