

SAIL RITES BENGAL WAGON INDUSTRY PRIVATE LIMITED (SRBWIPL)
(A Joint Venture Company of SAIL and RITES)
CIN: U35200DL2010PTC211955
Regd Off: Scope Minar, Laxmi Nagar, New Delhi - 110092
Admin Off: Kulti, Asansol, Dist: Paschim Bardhaman, Pin-713343, W.B
e-mail address: purchase.srbwipl@gmail.com

Tender No. SRBWIPL/Painting/OG/143-B/24-25/01
Date 26th December, 2024

Tender Document Fee Rs 2,000
EMD Rs 2,020

Sub: Open tender for engagement of manpower for painting of columns and girders of the open gantry and the lean-to shed and columns of the R2 Shed.

Last Date & Time of Submission of Bid: By 12.00 PM on 09.01.2025

Date & Time for Opening of Techno-Commercial Bid: At 12:30 PM on 09.01.2025

"Sealed tender in two packet system is invited for engagement of manpower for painting of columns and girders of the open gantry and the lean-to shed and columns of the R2 Shed at SRBWIPL Factory, Kulti."

Annexure-I: Job Description & Manpower


Annexure-II: Instruction to Bidders

Annexure-III: General and Special Conditions of Contract

Annexure-IV: Price Bid Format

Annexure-V: Photographs (For reference only)

- 1.0 Tenderers are required to submit the techno commercial bid and the price bid in separate envelopes and put together in a common envelope and to be dropped in our tender box or may be sent by registered post but must reach us positively on or before the last date & time of submission as specified in the tender document.
- 2.0 The bidders are required to super scribe the tender number, the due date of submission & opening on the envelope and address the same to the DGM/Purchase, SRBWIPL, P.O-Kulti, Dist-Paschim Bardhaman, WB, Pin-713343.
- 3.0 The bidders must enclose the documentary evidence in support of proof as mentioned in the tender document.
- 4.0 All other terms and conditions will be as per the general and special terms and conditions detailed in the tender document.
- 5.0 Tender without tender fee will be summarily rejected. Tender fee and EMD may be submitted in the form of DD drawn in favour 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
 - c. IFS Code : SBIN0006541
 - d. Branch Code : 06541
 - e. Account No. : 37814705436
- 6.0 The offers may be dropped in the tender box or may be sent through the registered post but it must reach within 12.00 PM of 09.01.2025 and no offer will be accepted after the closure of the tender box in whatsoever mode of receipt.
- 7.0 The techno commercial bid will be opened on 09.01.2025 at 12.30 PM but in the event of SRBWIPL's office remaining closed on the day of the opening of the techno-commercial bid for any unforeseen reasons, then the tender will be received up to 12:00 PM on the next working day and will be opened at 12:30 PM in presence of the bidders who would like to be present.
The price bid of the techno-commercially eligible bidders will be opened on a later date and it will be intimated in time.
- 8.0 **Contact Details of the Bidder**
(The bidder should mention the contact details of the firm in which all communications will be done)
 - i. Name of Contact Person _____
 - ii. Phone No. _____
 - iii. e-mail id: _____


26/12/2024.

(Signature & Stamp of the Tenderer)

A. Job Description

Sl No	Description of Work	Unit	Quantity
1.0	Scrubbing and painting of columns of open gantry of height 12 metres approx	Nos	24
2.0	Scrubbing and painting of girders of the open gantry of length 105-110 metres approx	Nos	2
3.0	Scrubbing and painting of all staircase and cross beams of open gantry	-	-
4.0	Scrubbing and painting of all columns of the lean-to shed of height 5 metres approx	Nos	9
5.0	Scrubbing and painting of all columns of R2 Shed of height 5 metres approx	Nos	36
6.0	Scrubbing and painting of all cross bracing and staircase of R2 Shed	-	-
7.0	Scaffolding for working at a height should be provided by the contractor	-	-
8.0	To provide PPE and the safety of all workers should be the responsibility of the contractor	-	-
9.0	The painting should be done in three layers (Paint will be provided by SRBWIPL)	-	-
9.1	One layer of primer	Micron	75
9.2	Two layers of final paint (105 microns each)	Micron	210

B. Manpower

Sl No	Particulars	Unit	Quantity (Maximum)
1	Skilled Labour (Painter)	Man Days	105
2	Unskilled Labour	Man Days	105

Instructions to Bidders

1.0 Content of Bid

1.1 The Techno Commercial Bid should contain the following

- i. Tender fee or EMD (Offer without tender fee & EMD may be rejected.)
- ii. Documentary evidence in support of credentials.
- iii. Trade License from the concerned authorities.
- iv. All the pages of the tender document duly signed and stamped by the tenderers as a token of acceptance of all terms and conditions are to be returned along with the offer.
- v. Copy of GST registration.
- vi. Copy of valid SSI/NSIC/MSME Registration Certificate (If any)
- vii. Copy of bank mandate certified by the banker (The bank mandate submitted with the offer cannot be changed till the completion of the contract. If the vendor intends to change the bank mandate, then an NOC from the existing banker should be submitted.)

1.2 Price Bid shall contain the following

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

2.0 Rate:

2.1 Total amount as per the scope of work should be quoted in "Price Bid" in Part III.

2.2 The GST rate prevailing on the date of supply will be applicable for reimbursement in addition to the unit basic price.

3.0 Income Tax Deduction U/S 194C

3.1 (1) Any person responsible for paying any sum to any resident (hereafter in this section referred to as the contractor) for carrying out any work (including supply of labour for carrying out any work) in pursuance of a contract between the contractor and a specified person shall, at the time of credit of such sum to the account of the contractor or at the time of payment thereof in cash or by the issue of a cheque or draft or by any other mode, whichever is earlier, deduct an amount equal to—

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

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

4.0 Qualification Criteria

4.1 Technical Qualification

The bidder should have an experience in labour supply during the last 7 Fys (i.e. 17-18, 18-19, 19-20, 20-21, 21-22, 22-23 and 23-24).

The bidder should comply with any of the following conditions.

- i. The bidder should have completed at least 1 contract as stated above whose contract value should not be less than 40.40 thousand.

Or

- ii. The bidder should have completed at least 2 contracts as stated above whose each contract value should not be less than 5.51 thousand.

Or

- iii. The bidder should have completed at least 3 contracts as stated above whose each contract value should not be less than 80.81 thousand.

Documentary evidence like a completion certificate or performance certificate and work order, Form 26AS/16A should be submitted with the techno-commercial bid as documentary evidence. Completion certificate issued by the competent authority will only be considered as credential.

4.2 Financial Qualification

The firm should have an average annual turnover of Rs 30.30 thousand during the Fys (2021-22, 22-23 & 23-24). Audited and self-attested Trading A/c Statement, P&L A/c Statement and Balance Sheet should be submitted along with the techno commercial bid.

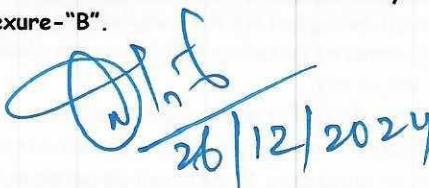
5.0 Earnest Money Deposit (EMD) / Bid Security (BS)

5.1 The EMD will be Rs 2,020 which should be deposited in the form of Demand Draft/Online/Pay Order in favour of "SAIL RITES Bengal Wagon Industry Private Limited" payable at Kulti.

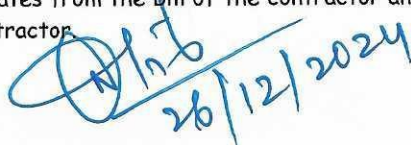
5.2 However the units registered with SSI, NSIC, MSME may be exempted from submission of EMD on submission of documentary evidence.

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

(Signature & Stamp of the Tenderer)

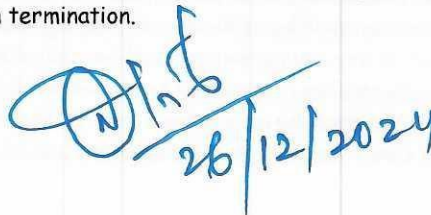


- 5.4 The EMD of unsuccessful bidders will be returned after the finalization of the tender without any interest.
- 5.5 The EMD of the successful bidder will be returned after the receipt of the Security Deposit or will be converted to Security Deposit/ Performance Guarantee.
- 5.6 Earnest Money Deposit (EMD) will be forfeited in the following cases.
- If the tenderer withdraws/modifies his bid during the period of validity of bid.
 - If the tenderer does not accept the correction of arithmetical errors of his bid.
 - If the tenderer after awarding of work, does not start the work within the stipulated time period as per the work order.
- 6.0 Security Deposit (SD)**
- (a) The successful bidder should submit the SD in the form of a Bank Guarantee/Demand Draft/Pay Order for a sum equal to 5% of the contract value within 15 days from the date of the order. The security deposit will remain valid till the defect liability period. In case the security deposit is not submitted within 15 days from the date of issue of the order, the release of the security deposit will be after considering of the corresponding period of delay in submission of the same even though the warranty/guarantee period expires.
- (b) Security Deposit may also be built up by deducting the amount proportionately from each bill of the contractor on their request. However, 50% of the total amount of the Security Deposit is to be deposited by the successful bidder on receipt of the order. Balance 50% may be recovered from the bills. This option of security deposit submission if availed, there shall be no change afterwards.
- I The security deposit may be waived for SSI, NSIC, MSME units.
- (d) The security deposit will be returned on completion of all obligations of the contractor under the contract.
- 7.0 Performance Guarantee (PG)**
- 7.1 The contractor should submit the PG for 5% of the order value within 15 days from the date of the order. In respect of vendors being NSIC, MSME units, SSI qualifying for exemption of security deposit, the PG for 5% of the order value should be submitted.
- 7.2 The SD if submitted may be converted to PG. The contractor who will submit SD need not submit PG separately.
- 7.3 The performance guarantee will remain valid up to the defect liability period. The contractor should be responsible for the quality of the materials, workmanship, smooth operation etc. During the defect liability period, if any defect is detected then the contractor will be responsible for repairing the defect within 1 week from the date of receipt of intimation and the cost involved should be borne by the contractor.
- 7.4 The company (SRBWIPL) shall be entitled and lawful on its part to forfeit the said SD/PG in whole or in part in the event of any default, failure or neglect on the part of the Supplier in the fulfillment or performance in all respects of the contract under reference or any other contract with the company or any part thereof to the satisfaction of the company and the company shall also be entitled to deduct from the said SD/PG for any loss or damage which the company may suffer or be put to by reason due to any act or other default, recoverable by the company from the Supplier in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Supplier to maintain the said SD/PG at its original limit by making further deposit, provided further that the company shall be entitled to recover such claim from any sum then due or which at any time thereafter may become due to the contract under this or any other contract with the company.
- 7.5 On due performance and completion of the guarantee/warranty period the SD/PG may be returned without any interest on certification of the concerned department.
- NOTE: (1) In case the SD/PG is not submitted in time then a penalty of 1.5% of the value of SD/PG per month or part thereof will be applicable for the delay period which will be deducted from the party's bills.
- 8.0 Documents-Privacy & Confidentiality:** The Contractor shall treat the work order and everything therein as private & confidential and shall not publish or issue to any third party any information, drawing, documents or photographs concerning the work and shall not use the site for the purpose of advertising except with our prior written consent.
- 9.0 Contract Period:** The contract will be valid for 4 months from the date of the work order. The contractor must earmark a coordinator for liaisoning with SRBWIPL.
- The bidder has to strictly adhere to the contract period and the work must be completed in time. The contract period may be extended as per the discretion of the competent authority.
- 10.0 Certifying Authority:** The authorized representative of the concerned department as delegated by the competent authority.
- 11.0 Inspection:** Supervision and inspection will be carried out by the EIC of SRBWIPL.
- 12.0 Other Terms & Conditions**
- 12.1 Firm Rate: The quoted rate will be firm during the pendency of the contract and no escalation will be allowed. The quoted rate must hold good till the completion of work and shall not be subjected to escalation due to an increase in local market rates of materials and labour. No claim on this account will be entertained at any stage including the extended period, if any.
- 12.2 Paying Authority: CEO/CFO or the authorized representative of the accounts department.
- 12.3 Income Tax: Income Tax will be deducted at the prevailing rates from the bill of the contractor and any increase in Income Tax or Surcharge thereto will be borne by the contractor.

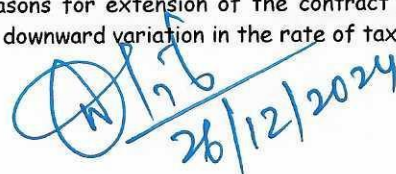


- 12.4 No e-mail / FAX quotation will be accepted.
- 12.5 Tenderer sending tender by post will do so, solely on their own risk and SRBWIPL will not be responsible for any loss in transit or postal delay.
- 12.6 Incomplete tender or tenders submitted with qualified condition(s) at variance with special as well as general terms & conditions / instruction to bidders of this tender are liable to be rejected summarily.
- 12.7 In the event of SRBWIPL's office remaining closed on the day of opening of the tender for any unforeseen reason, the tender shall be received up to 12:00 Noon on the next working day of SAIL RITES Bengal Wagon Industry Pvt. Ltd. and will be opened at 12.30 P.M. thereafter in presence of such tenderer who may like to be present.
- 12.8 Tenderer shall have no right to issue Addenda to tender documents to qualify, amend supplement or delete any of the conditions, clauses or items therein after submission of the tender at SRBWIPL.
- 12.9 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.
- 12.10 The corrigendum /addendum may be added with the approval of the Competent Authority before opening of the tender.
- 12.11 The tenderer (henceforth shall be called as contractor) should strictly abide by the company's rule, regulation, and instruction issued from time to time in respect of all matters.
- 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 Contractor shall submit bill on his letter head only.
- 12.14 Contractor shall maintain all type of records in respect of contract labour act.
- 12.15 Contractor shall ensure that labour is paid at least minimum wages as per notification of WB labour Commissioner.
- 12.16 SRBWIPL will recovered any deduction for loss/damages if any imposed by the Railway on SRBWIPL for noncompliance's and for which the contractor is responsible.
- 12.17 Preference to MSME Units: The offers received 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.
- 13.0 Damage from Accidents:** The contractor will take all precautions against damages from accidents, floods or tide or other forces of nature. No compensation will be allowed to the Contractor for his tools, plants, materials, machines and other equipment lost or damaged by any cause whatsoever. The SRBWIPL Administration will not pay to the Contractor any charges for rectification or repairs to any damage, which may have occurred, from any cause whatsoever, to any assets during executions. No claims in this regard will be entertained.
- 14.0 Payment of Bill:**
- 14.1 Payment with taxes will be made within 30 days from the date of inspection by the representative of SRBWIPL and the issuing of completion certificate.
- 14.2 The tax invoice should be submitted to CFO through DGM/M&BD along with the completion certificate and joint measurement and inspection report.
- 14.3 GST compliant invoice and challan (if any) to the authorities mentioning its GSTIN.
- 14.4 Compliance regarding documentation / monthly returns should be made to ensure availing Input Tax Credit (ITC) by SRBWIPL, failing which SRBWIPL will deduct the resultant amount.
- 14.5 SRBWIPL reserves the right to keep the payment of GST amount to the party on hold till the receipt of ITC by SRBWIPL is ensured.
- 14.6 The payment will be made through account payee cheque in the name of the firm/RTGS/Online.
- 15.0 Awarding of Contract:** The contract will be awarded to the technically eligible L-1 bidder only.
- 16.0 Arbitration:** All questions, disputes or differences whatsoever arising between the SRBWIPL and contractor or in relation to or in connection with the contract, either party may forthwith give notice to other in writing of the existence of such question, disputes or differences and the same shall be referred to the adjudicator of sole arbitrator. Chief Executive Officer of SRBWIPL shall have the right and authority to appoint any officer of the company as arbitrator not below the rank of a Dy. General Manager who is not directly connected with the order under the Arbitration & conciliation Act 1996. Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.
- 17.0 Force Majeure:** In the event of any unforeseen event directly interfering with the execution of works, arising during the currency of the contract, such as insurrection, restraint imposed by the government act of legislative or other authority, war, fire, floods, explosions, epidemics, quarantine restriction, strikes, lockout or acts of God the contractor shall within a week from the commencement thereof notify the same in writing to the SRBWIPLs with reasonable evidence thereof. If the force majeure condition mentioned above is in force for a period of 120 days or more at any time, SRBWIPL shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days notice to the contractor in writing. In case of such termination no damage shall be claimed by either party against the other, save and except those, which had occurred under any other clause of the contract prior to such termination.


(Signature & Stamp of the Tenderer)


26/12/2024

- 18.0 Stoppage of Work:** Stoppage of work without prior notice is not admissible. However, in the event of any emergency or any other reason beyond the control of SRBWIPL and in case company feels necessary, it may suspend or stop the work for certain period without any compensation.
- 19.0 Indemnity:** The contractor shall indemnify SRBWIPL against all claims which may be made in respect of the said work for infringement of any right or Law or Act or arising out of the obligations which are under the scope of contractor. SRBWIPL shall in no way be responsible and be party in respect of any breach and / or non-fulfillment of obligations by the contractor in respect of sourcing / procurement of various materials / components etc. as well as regarding compliance of various statutory obligations for execution of the awarded job against this tender. The bidder shall give a declaration to this effect along with their Techno - commercial Bid.
- 20.0 Termination of Contract and Risk Purchase:** In case of unsatisfactory performance, SRBWIPL reserves the right to cancel the Work Order without prior notice and award the same or balance to any other agency at the risk and cost of the contractor.
- 21.0 Compliance of Statutory Acts / Rules:** The contractor shall comply with provisions of Laws & Rules in force from time to time which will be applicable to contract workmen including (a) The Contract Labour (Regulation & Abolition) Act, 1970 and Contract Labour (Regulation & Abolition) Central Rules, 1971 (b) The Payment of Bonus Act, 1965 and payment of Bonus Act (Amendment), 2015 (c) The Employee's State Insurance Act, 1948 (d) The Workmen's Compensation Act, 1923 (e) The Factories Act, 1948 and (f) The West Bengal Minimum Wages Act, 1948 and comply with the provisions of all other statutory labour legislation now in force and also that may be introduced in future and keep the company indemnified from any client which may raise by reason of his default either wishfully or by ignorance. If the tenderer failed to comply such acts/rules in any past contract, they shall in no way entail to participate in the present tender.
- 22.0 Validity of offer:** The offer will be valid for 90 (Ninety days) from the opening date of tender.
- 23.0 GST Clause**
- 23.1** For the purposes of levy and imposition of GST, the expressions shall have the following meanings: a) GST - means any tax imposed on the supply of goods and/or services under GST Law. B) Cess - means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017. Page 28 of 85 c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
- 23.2** The rates quoted by the Vendor/Supplier/Contractor shall be inclusive of all taxes, duties, levies and Cess except GST. Vendor/Supplier/ Contractor has to clearly show the amount of GST separately in the Tax Invoices raised by them. Further, it is the responsibility of the Vendor/Supplier/Contractor to make all possible efforts to make their accounting and IT system GST compliant in order to ensure timely availability of Input Tax Credit (ITC) to SRBWIPL.
- 23.3** SRBWIPL shall declare in the Tender about value / estimated value of free issue of material and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by SAIL and used by Vendor/Supplier/ Contractors and the consideration for which is recovered by SRBWIPL in the form of reduction in the value of invoice raised by Vendor/Supplier/ Contractor, then SRBWIPL will raise GST invoices on such transactions and the same will be borne by Vendor/Supplier/Contractor.
- 23.4** Evaluation of L-1 prices shall be done based on landed cost net of Input Tax Credit of GST, if available to SRBWIPL. SRBWIPL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the Vendor/Supplier/Contractor for additional payment/liability shall not be admitted and has to be borne by the Vendor/Supplier/Contractor.
- 23.5** For the purpose of this contract, it is agreed between the parties that if any new taxes, duties or levies other than GST is introduced subsequent to the final date of submission of tender or reverse auction by the Central/State Government & Local Authorities and such new taxes, duties or levies become payable, then an equitable adjustment on account of new taxes, duties or levies in the contracted price shall be made which shall be subject to the production of documentary evidence by the Vendor/ Supplier/Contractor. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows: a. If input tax credit (ITC) is available, the adjustment in contract price for such new tax shall be made. B. In other cases (i.e. where tax credit is not available), adjustment in contract price shall be made only if the new tax is enacted during the period of extension arising out of reasons attributable to SRBWIPL.
- 23.6** In case of variation (increase/decrease) in the rate of GST after the final date of submission of tender or reverse auction, the said revised rate shall be reimbursed or recovered on production of relevant statutory documentary evidence. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows: a. If input tax credit (ITC) is available, the said revised rate shall be reimbursed or recovered. B. In other cases (i.e. where input tax credit is not available), the said revised rate shall be reimbursed only if the reasons for extension of the contract is attributable to SRBWIPL. In any case, recovery shall be made in case of a downward variation in the rate of tax.

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- 23.7 Vendor/Supplier/Contractor agrees to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and/or acceptance or rejection of credit notes/debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by SRBWIPL in the customized format shared by SRBWIPL in order to enable SRBWIPL to update its database, etc. that may be necessary to match the invoices on GSTN common portal and enable SRBWIPL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
- 23.8 In case Input Tax Credit of GST is denied or demand is made on SRBWIPL by the Central/State Authorities on account of any non-compliance by Vendor/Supplier/Contractor, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify SRBWIPL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. SRBWIPL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the Vendor/Supplier/Contractor and /or also from any sum payable to the contractor by any other SAIL Plant or Unit.
- 23.9 Vendor/Supplier/Contractor shall maintain high GST compliance rating track record at any given point of time.
- 23.10 Vendor/Supplier/Contractor is required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in Section 171 of the CGST Act relating to Anti-Profiteering Measure and the relevant provisions of GST Law.
- 23.11 Vendor/Supplier/Contractor shall avail the most beneficial Notifications, abatements, exemptions etc., if any, as applicable for the supplies under the Goods and Service Tax Act.
- 23.12 Any recovery or payment from the contractor for allotment of land or provision of water, etc. and for provision of any service(s) to the contractor by the Purchaser on chargeable basis or any other recovery under any clause of this NIT, then such recovery or payment from the contractor shall be subject to levy of GST (as applicable as per prevailing GST Laws) on the amount of recovery to be made or payment to be collected from the contractor, However such charge of GST over and above the amount of recovery or payment due shall be available for credit benefit as Input Tax Credit for GST in the hands of contractor.


28/12/2024.

General and Special Conditions of Contract

- A. Liquidated Damage:** The successful bidder shall start the preparatory work at the site within 07 days of receipt of "Letter of Acceptance" so as to start the work within 10 days of receipt of "Letter of Acceptance". The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the contractor fails to complete the works within the time specified in the contract, SRBWIPL may, if satisfied that the works can be completed by the contractor within a reasonable short time thereafter, allow the contract such further extension of time as the Engineer may decide. On such extension the SRBWIPL will be entitled without prejudice to any other right and remedy available on that behalf, to impose a token penalty of Rs 2,000 per wagon per day on the remaining wagons after the permitted completion period.
- B. Safety:** The safety of men and material will be the sole responsibility of the contractor and in no way SRBWIPL will be held liable for any damage or loss to the property or injury to the men of the contractor. The contractor to take all the measures in respect of compliance with all statutory and safety requirements. The workmen should be covered under insurance against any injury/accident and or death. SRBWIPL will not be responsible on this account under any circumstances. The Contractor shall observe all safety rules and regulations.
- C. Contractor's Responsibility:** Execution of work in accordance with the terms and conditions of the contract and in case of any dispute which may have arisen relating to the execution of the contract or the scope of work in terms of interpretation, then the decision of the Engineer-In-Charge will be final and will be binding upon the contractor.
- D. SRBWIPL's Responsibility:** To provide the required paint and primer.
- E. Defects Liability Period:** The defect liability period will be for 12 months which will be reckoned from the date of issuing of the completion certificate after the inspection and during the defect liability period if any defect is detected then the contractor will have to repair it and the cost involved will be borne by the contractor. If the contractor fails/denies to repair it then SRBWIPL will have the right to repair it and the cost incurred will be deducted from the PG.
- F. Postponement:** The successful tenderer(s)/Contractor(s) shall have no claim whatsoever against SRBWIPL if the work is postponed to a later date, closed down for completion over a longer period, suspended the course of execution or abandoned either in part or whole in the overall interest of the SRBWIPL Administration or for any reason beyond the control of SRBWIPL Administration. The decision of the SRBWIPLs in this regard shall be final and binding.
- G. Evaluation of Lowest Bid:** Evaluation of lowest bid shall be made on the basis of the total basic price quoted by the technically eligible bidders.
- H. Execution of the contract**
- The Contractor must not engage any workmen of more than 60 years of age at any point of time.
 - Appropriate cleanliness, industrial peace and discipline have to be maintained by the Contractor.
- I. The bidders may visit the site before submitting the bid.**

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.



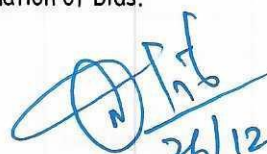
(Navneet Kr. Jha)
DGM/Purchase

Price Bid Format

Sl No	Description of Work	Contract Value (In INR)	
		In figures	In words
1	Painting of columns and girders of the open gantry and the lean-to shed and columns of the R2 Shed (As per the job description & manpower mentioned in Annexure-I)		

Note:

- 1.0 Interse position will be determined based on the total price.
- 2.0 The price will be firm during the pendency of the contract. The bidders should submit an undertaking as per the format in Annexure -A.
- 3.0 Taxes as applicable will be reimbursed in addition to the unit basic price as finalized in the tender.
- 4.0 The past performance of the bidder will be considered during the evaluation of bids.


26/12/2024.

Annexure -A

Declaration of firm price

(To be submitted by the bidder along with the price bid on the letterhead of the firm duly signed by the authorized signatory)

Reference no.....

Date.....

To

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

Sub: Undertaking for painting of columns and girders of the open gantry and the lean-to shed and columns of the R2 Shed with the firm rate without any escalation during the pendency of the contract.

Ref: SRBW IPL/Painting/OG/143-B/24-25/01, Date 26.12.2024

I do hereby declare that the contract for painting of columns and girders of the open gantry and the lean-to shed and columns of the R2 Shed will be executed by us with the agreed basic price plus applicable taxes during the pendency of the contract stipulated in the tender document.

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


26/12/2024

Signature of Authorized Signatory of
Firm with company seal.

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

Date: _____

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

Ref. Tender No. & Date: _____

I/We the undersigned, declare that:

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

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

I/We

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

Or

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

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

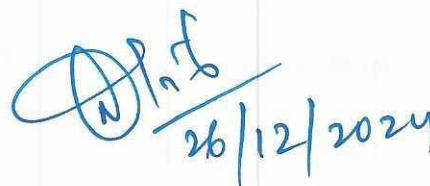
Signature & designation of authorized person of the Bidder

Corporate Seal

Dated on _____ day of _____ 20_____ (Date of signing)

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

(Signature & Stamp of the Tenderer)

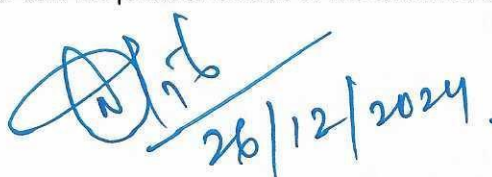

26/12/2024

(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 SRBWIPL) having agreed to exempt (Name and address of firm) (hereinafter called "The said Contractor(s)") from the demand under the terms and conditions of the letter of Acceptance No Dated made between SRBWIPL and (Name of firm) for painting of columns and girders of the open gantry and the lean-to shed and columns of the R2 Shed at SRBWIPL Factory, Kulti (hereinafter called "The said letter of Acceptance/Agreement") of performance guarantee for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said letter of Acceptance, on 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 SRBWIPL an amount not exceeding against any loss or damage caused to or suffered or would be caused to or suffered by the SRBWIPL by the reason of breach of any of the terms & conditions by the contractor(s) of 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 demand from the SRBWIPL stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the SRBWIPL by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said letter of Acceptance/Agreement or by reason of the contractor(s) failure to perform the said letter of Acceptance/Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding `
3. We undertake to pay to the SRBWIPL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court of Tribunal relating thereto our liability under this present being absolute and unequivocal.
The payment so made by us under this bond shall be a valid discharge of our liability for payment there under the contractor(s)/supplier(s) shall have no claim against us for making such payment.
4. We (Indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said letter of Acceptance/Agreement and that it shall continue to be enforceable till all the dues of the SRBWIPL under or by virtue of the said letter of Acceptance/Agreement have been fully paid and its claims satisfied or discharged or till SRBWIPL certified that the terms and conditions of the said letter of Acceptance/Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the Date of Completion of the Contract (including 60 days beyond the date of expiry of the defect liability period)
We shall be discharged from all liability under this guarantee thereafter.
5. We (indicate the name of bank) further agree with SRBWIPL that the SRBWIPL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said letter of Acceptance/Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by SBWIPL against the said Contractor(s) and to forebear or enforce any of the terms and conditions relating to the said letter of Acceptance/Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of SRBWIPL or any indulgence by SRBWIPL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This guarantee will not be discharged due to a change in the constitution of the Bank or the Contractor(s) / Supplier(s).
7. We (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the SRBWIPL in writing.

Dated day of 2024



Witness:

For (Name of the Bank)

(Signature)

(Signature)

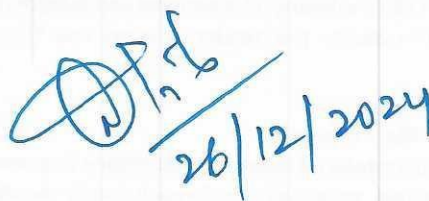
(Full Name & official Address)

(Full Name)

Date: _____

Official Address, Designation and Bank Seal

Power of Attorney no: _____


26/12/2024

(Signature & Stamp of the Tenderer)

INTEGRITY PACT DOCUMENT
(To be executed on a plain paper)

Integrity Pact Between

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

Preamble

The BUYER invites the bids from all eligible bidders and intends to enter into an agreement for

with the successful bidder (s), as per organizational systems and 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 the CONTRACTOR.

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

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

Section 1 - Commitments of the Principal

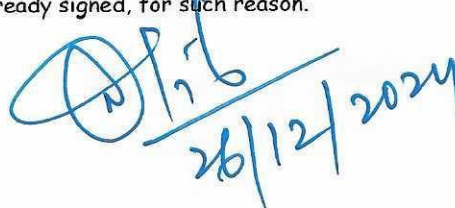
1. The principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 1. No employee of the principal, personally or through family members, will be in connection with the tender for, or the execution of a contract, demand, take a promise for or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

Section 2 - Commitments of the Bidder/Contractor

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

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

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



(Signature & Stamp of the Tenderer)

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

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

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

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

Section 4 - Compensation for Damages

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

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

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

Section 5 - Previous Transgression

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

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

Section 6 -Equal treatment of all Bidders / Contractors

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

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

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

Section 7 - Criminal charges against violating Bidders / Contractors

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

Section 8 - External Independent Monitor/ Monitors

(2 nos. or depending on the size of the contract)

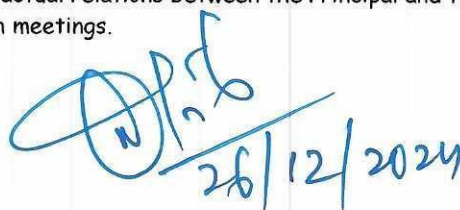
(to be decided by the Competent authority of the Principal)

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

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

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

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

A handwritten signature in blue ink, followed by a horizontal line and the date 26/12/2024.

(Signature & Stamp of the Tenderer)

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action.

The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that the pact in a specific manner, refrain from action or tolerate action.

(6) The Monitor will submit a written report to the Competent authority of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the "Principal" and, should the occasion arise, submit proposals for correcting problematic situations.

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

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

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

Section 9 – Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the competent authority of the Principal.

Section 10 – Other provisions

(1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the administrative office of the Principal, i.e. Kulti, Paschim Bardhaman.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal
(Official Seal)

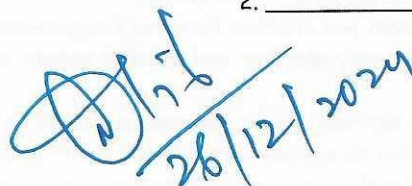
For the Bidder / Contractor
(Official Seal)

Place: _____

Witness: 1. _____

Date: _____

2. _____


26/12/2024

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

(To be printed on the letterhead of the firm and to be signed by the authorized person)

Date.....

Tender No.....

To

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

Dear Sir/Madam,

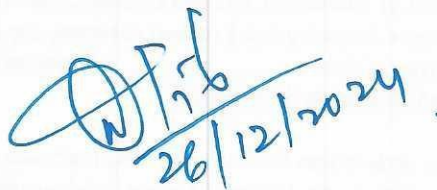
In line with the guidelines issued for compliance with Restrictions for Countries that share a land border with India as issued by the Govt. of India in July 2020.

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

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

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

(Signature and Stamp of the Bidder)

 26/12/2024

Bidder Name:

Address:

(Signature & Stamp of the Tenderer)

Format for undertaking to be submitted by the bidder along with the tender document

I (Name and Designation) appointed as the attorney/authorized signatory of the bidder (including its constituents) M/s (Hereinafter called the bidder) for the purpose of the tender documents for as per the Tender No. SRBWIPL/Painting/OG/143-B/24-25/01, Date 26.12.2024 (SAIL RITES Bengal Wagon Industry Pvt. Ltd.), do hereby solemnly affirm and state on the behalf of the bidder including its constituents as under:

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

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.

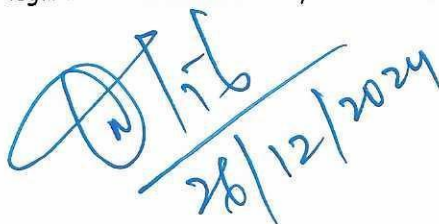
I/We also understand that my / our offer will be evaluated based on the documents/credentials submitted along with the offer and the same shall be binding upon me/us.

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.

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

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 Industry Pvt. Ltd. and initiating any legal action as deemed fit by SAIL RITES Bengal Wagon Industry Pvt. Ltd.

Place:
Date:

 26/12/2024

SEAL AND SIGNATURE OF
THE BIDDER

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

No:

Date:

To

Deputy General Manager (Purchase)

SAIL RITES Bengal Wagon Industry Pvt. Ltd.

P.O-Kulti, Dist-Paschim Bardhaman

West Bengal, Pin-713343

Ref. Tender No. & Date: _____

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

Dear Sir,

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

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

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

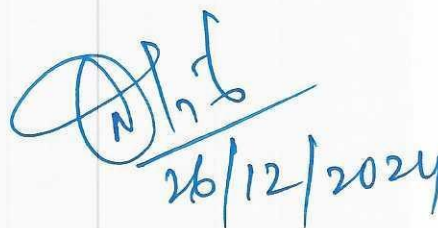
We authorize (Name of Deductor) to recover the differential tax at higher rates along with applicable interest and penalties in case above mentioned information is proved to be incorrect.

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

Signature & designation of the authorized person of the Bidder

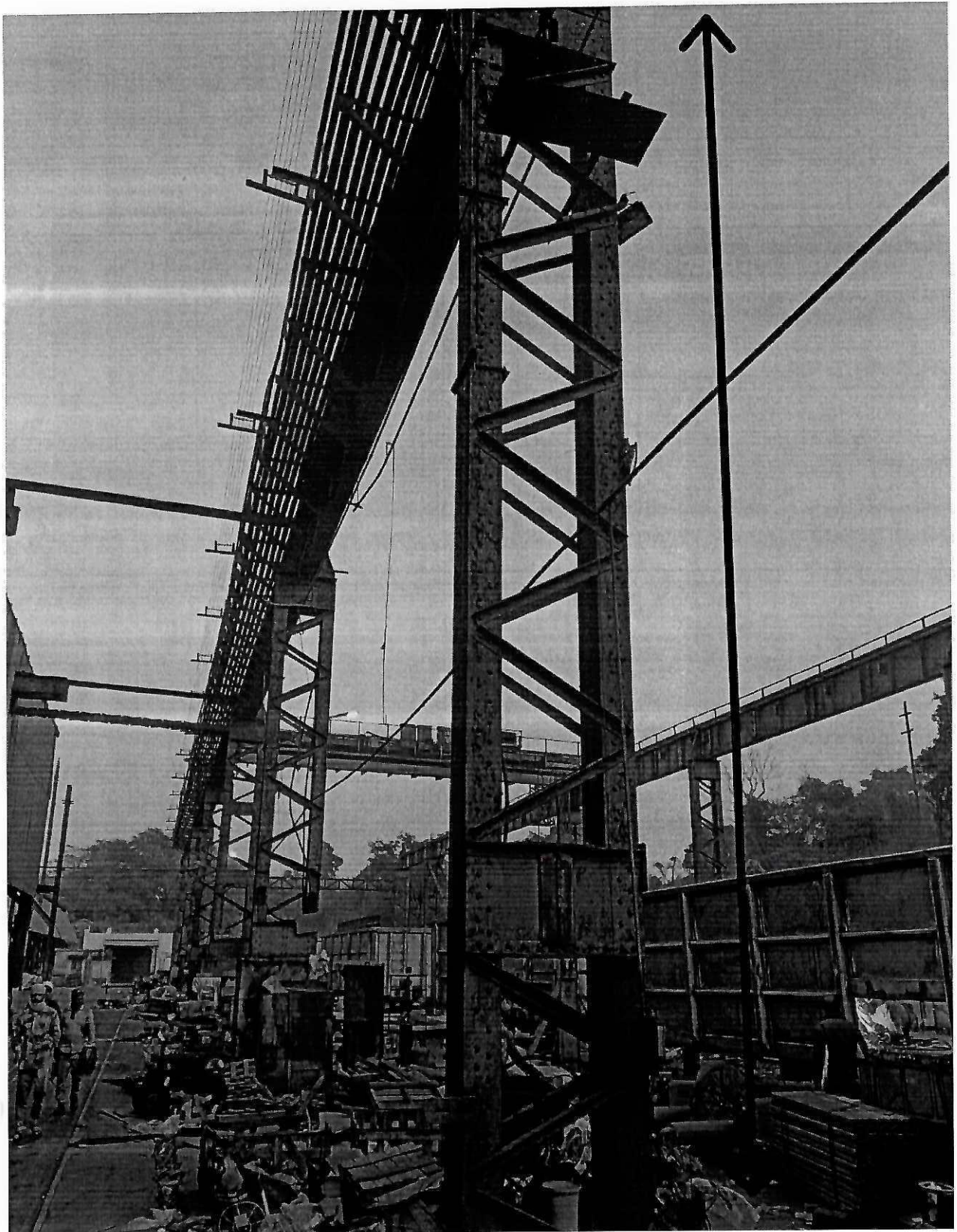
Corporate Seal

Dated on _____ day of _____ 20 _____



(Signature & Stamp of the Tenderer)

Photographs



(Handwritten signature in blue ink)



[Handwritten signature in blue ink]

(Signature & Stamp of the Tenderer)

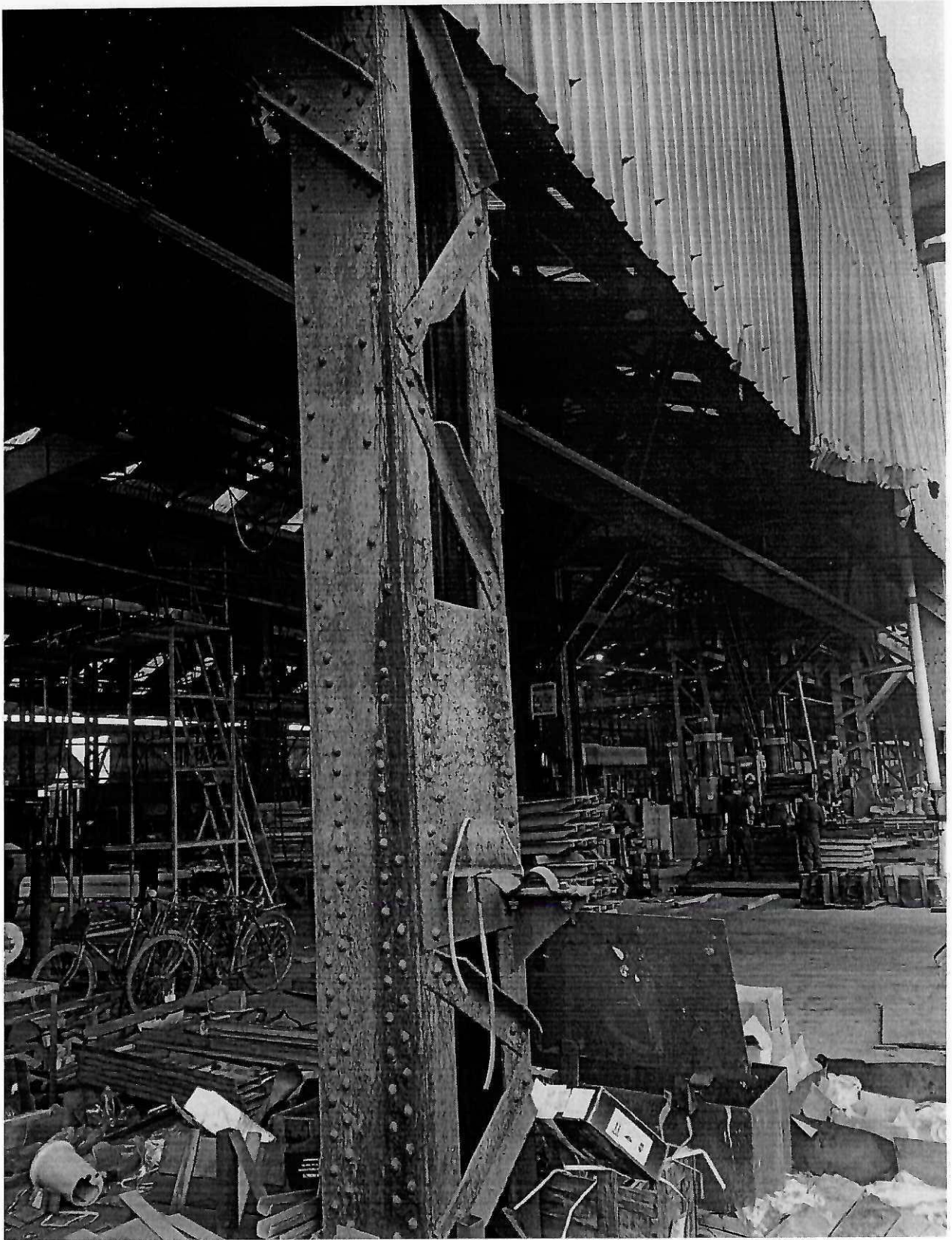


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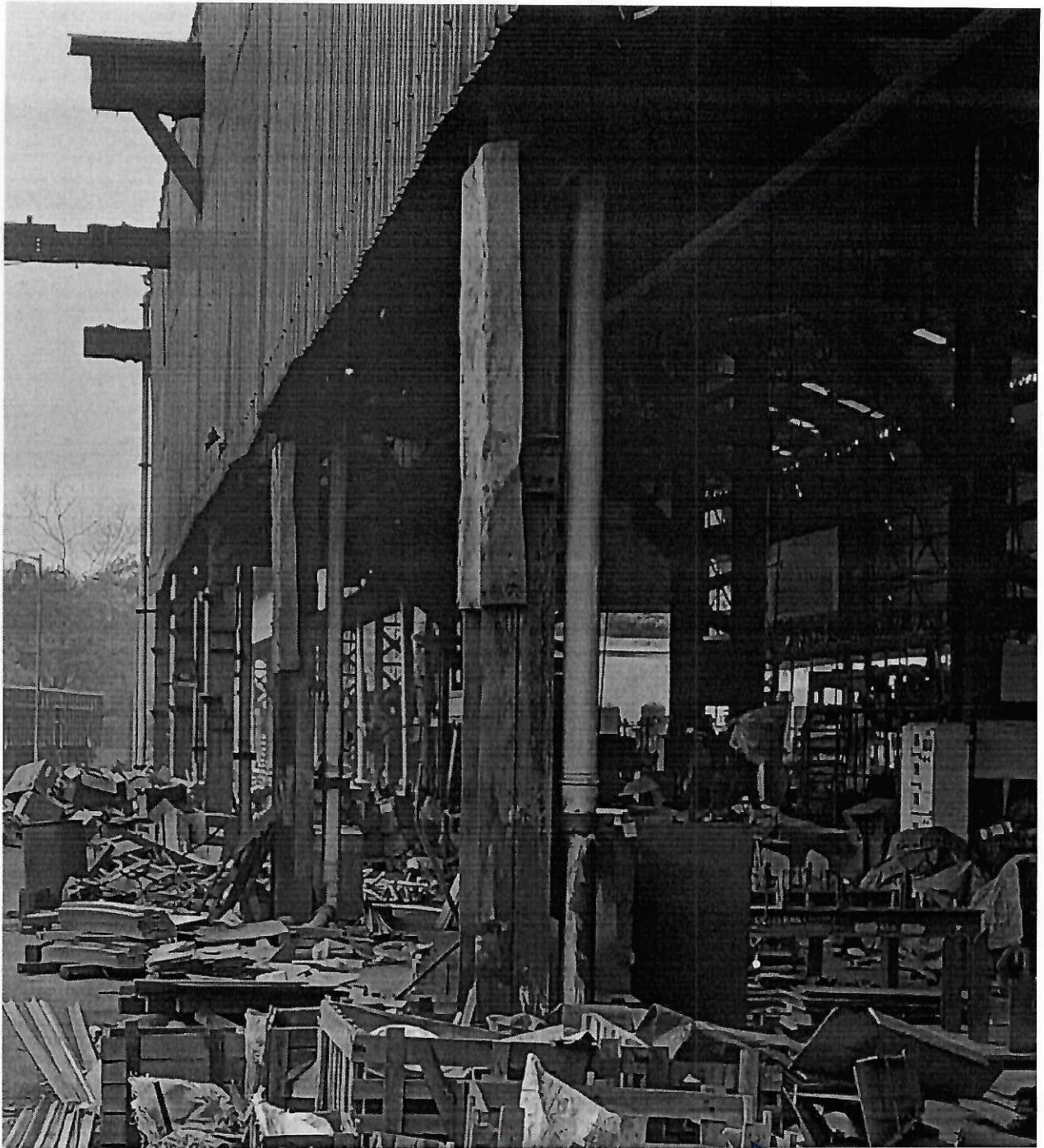


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(Signature & Stamp of the Tenderer)

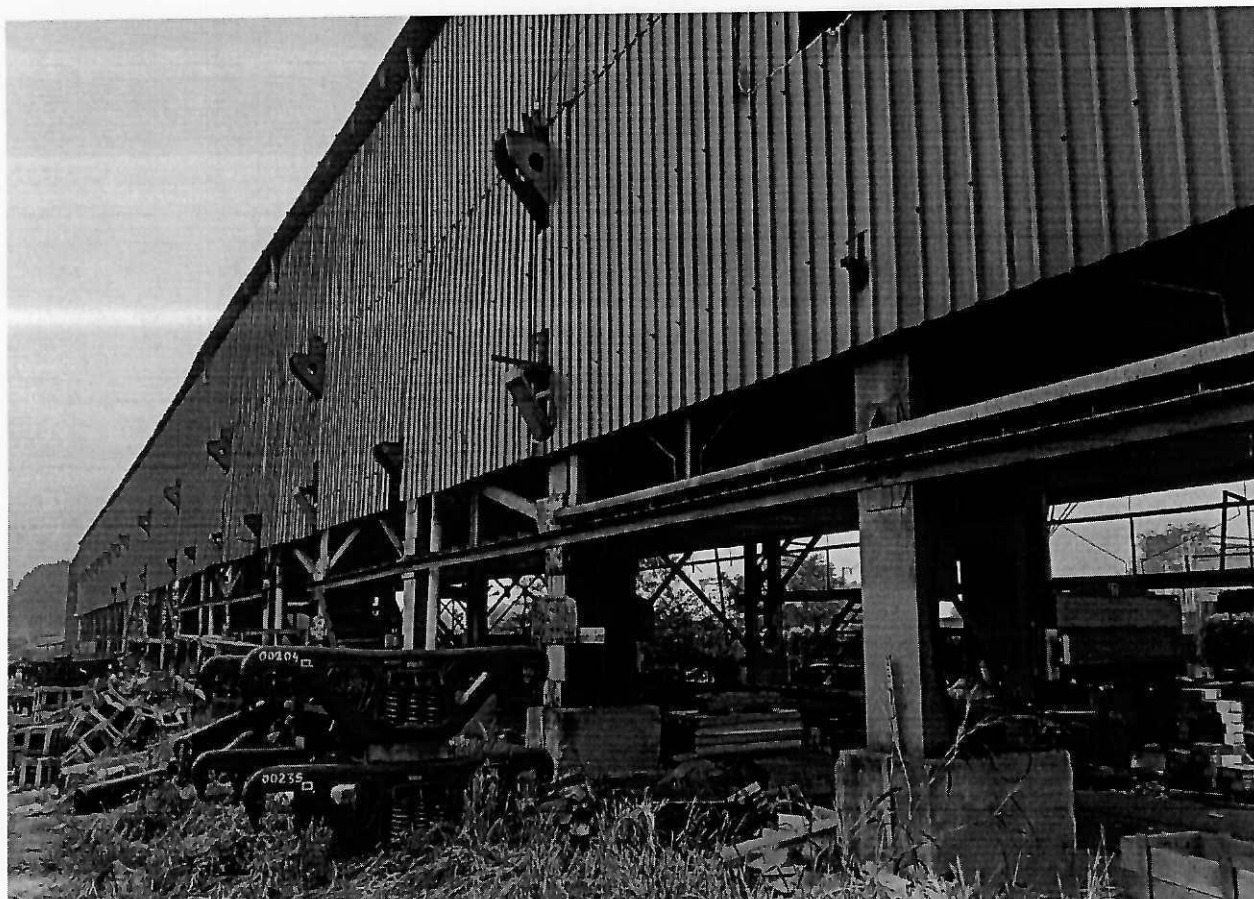


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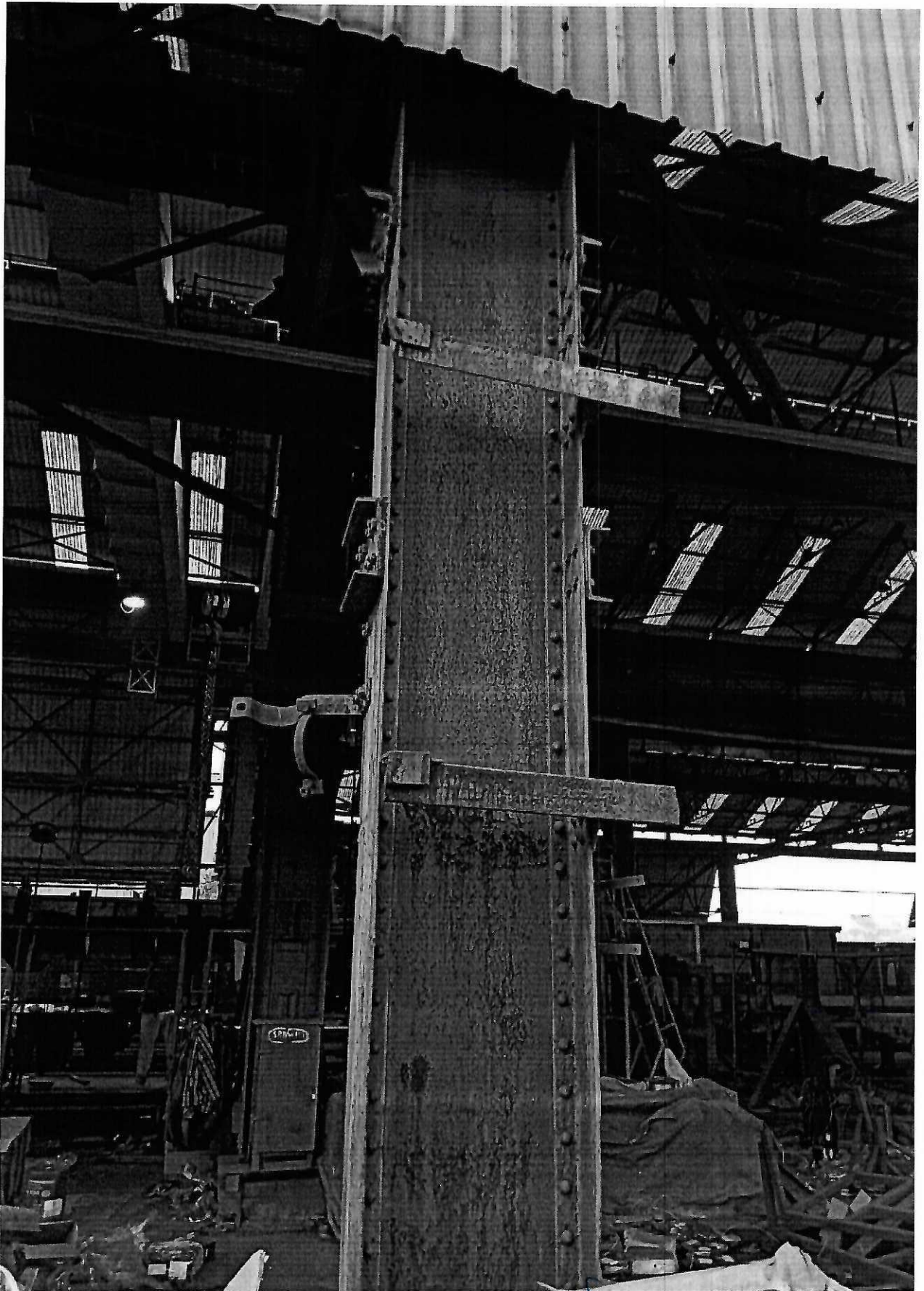
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(Signature & Stamp of the Tenderer)



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[Faint handwritten signature in blue ink]



(Handwritten signature in blue ink)

(Signature & Stamp of the Tenderer)

Photographs











