

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: srbwipl2020@gmail.com

No. SRBWIPL/MS Scrap & MS Off Cuts/22-23/01

Date 4th June, 2022

Tender Document Fee Rs. 1,000.00

EMD Rs 1,70,000.00

Sub: Open Tender for Disposal 50 MT of MS Scrap (Consisting of Plates & Structural Member Generated From Railway Wagon Cutting) & 150 MT of MS Off Cuts from SRBWIPL Works, Kulti, West Bengal.

Last Date & Time of Submission: By 12.00 PM on 24.06.2022

Date & Time of opening of tender: At 12:30 PM on 24.06.2022

Sealed offers in single packet system is invited for disposal of 50 MT of MS Scrap (Consisting of Plates & Structural Member Generated From Railway Wagon Cutting) & 150 MT of MS Off Cuts from SRBWIPL Works at Kulti as per the following terms and conditions.

- Annexure – I : Terms & Conditions
- Annexure – II : Other terms & Conditions
- Annexure – III : Details of Scrap for Disposal
- Annexure – IV : Price Bid Format
- Annexure – V : Photographs of Scrap

- 1.0 Bidder are required to submit their offers in sealed envelope, and to be submitted on or before last date & time of submission specified in the tender document.
- 2.0 Bidder are required to super scribe the tender number, due date of submission & opening on the face of envelope and address the same to the Dy. General Manager/MM SRBWIPL/Kulti, P.O-Kulti, Dist-Paschim Bardhaman, Pin-713343, W.B.
- 3.0 Bidders must enclose the documentary evidence in support of proof as mentioned in the tender document.
- 4.0 All other terms and conditions will be as per general & special terms and conditions detailed in the tender document.
- 5.0 Tender without Tender fees 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 our bank account, details of which given below.
 - a) Name of the Bank : State Bank of India
 - b) Branch Name & Address: SME Branch, UG Floor, Ozone Plaza, Bank More, Dhanbad, PIN: 826001, Jharkhand.
 - c) IFS Code : SBIN0006541
 - d) Branch Code : 06541
 - e) MICR Code : 826002017
 - f) Account No : 37814705436

6.0 Earnest Money Deposit (EMD)

- Bidders must enclose EMD of Rs. 1,70,000.00 in the form of DD drawn in favour of SAIL RITES Bengal Wagon Industry Pvt. Ltd payable at Kulti.
- The EMD amount of the unsuccessful bidders will be returned back after finalization of tender.
- For successful bidders EMD will be converted to SD till completion of the contract.

(Signature of Bidder)


24/06/2022

Terms & Conditions

1.0 Security Deposit

- 1.1 Security deposit @ 5% of the total amount should be deposited by the successful bidder within 7 working days of issue of bid acceptance letter and against proforma invoice in the form of NEFT/RTGS in favour of SAIL RITES BENGAL WAGON INDUSTRY PRIVATE LIMITED, bank details will be communicated to the H1 bidder. The security deposit shall bear no interest and will be forfeited for non-performance of the contract by the successful bidder. The successful H1 may opt for converting EMD to SD.
- 1.2 The company (SRBWIPL) shall be entitled and therefore it shall be lawful on its part to receive the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the contractor in the fulfillment or performance in all respects of the contract under reference or any other contract with the company or any part thereof to the satisfaction of the company and the company shall also be entitled to deduct from the said security deposit 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 contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the contractor to maintain the said security deposit 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.
- 1.3 The SD amount will returned without any interest after completion of contract.

2.0 Payment Terms

Payment against invoice quantity of scrap inclusive of taxes and duties has to be paid through RTGS/NEFT within 7 working days of issue of acceptance letter by SRBWIPL and against proforma invoice issued by SRBWIPL. The Bank mandate of SRBWIPL will be communicated along with PI.

3.0 Termination of Contract and Risk Purchase

In case of unsatisfactory performance, SRBWIPL reserves the right to cancel the contract without prior notice and award the same or balance to any other agency at the risk and cost of contractor.

4.0 Lifting Terms

Sale Release Order (SRO) will be issued by SRBWIPL to the successful bidder after the full payment of security deposit and sale value including applicable Taxes and Duties. The H1 bidder will be allowed to lift the material only after making the complete payment (including taxes & duties).

5.0 Validity of offer

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

6.0 Forfeiture & Debarment

The contractor defaulting in any of the terms mentioned above in case of payments or lifting will result in forfeiture of SD. In case of Non-Payment of material value within the stipulated date the full Security Deposit will be forfeited, in case of default also within stipulated date in lifting full security deposit will be forfeited. The defaulting customer may also be debarred from the future auctions of SRBWIPL.

7.0 Applicable Taxes & Duties

The bidders shall be liable to pay all taxes as would be applicable on the date of dispatch of the material and "SAIL RITES BENGAL WAGON INDUSTRY PVT LTD" would not be liable for taxes in any manner, whatsoever. Applicable taxes and duties are indicated in the material list. In case of any changes in the taxation laws by the Government, the taxes and duties prevailing on date of dispatch will be applicable.

8.0 Delay in Payment

In case the H1 bidder fails to make payment of SD & sale amount against proforma invoice within the stipulated time period, a late fee @ 0.5% of the total amount per day of delay in excess of stipulated time frame will be levied. However the maximum delay in payment can be allowed up to 07 working days beyond the initial period of 07 working days. If the H1 bidder fails to make the payment of SD & Sale amount within 14 working days then the EMD will be forfeited without giving any notice to the bidder.

(Signature of Bidder)

Signature
04/06/2022

9.0 Arbitration Clause

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. **SAIL RITES BENGAL WAGON INDUSTRY PVT LTD existing within the meaning of Companies Act, 1956** having its administrative office at SAIL RITES Bengal Wagon Industry Private Limited, C/O: SAIL Growth Works, Kulti, Dist: Paschim Bardhaman, West Bengal, PIN: 713343.

10.0 Free Lifting Period

The lifting of scrap should be completed within 30 days from the date of issue of sale release order by the SRBWIPL. The lifting will be made under the supervision and direction of concerned official of 'SAIL RITES BENGAL WAGON INDUSTRY PVT LTD' in charge of such warehouse/location where the materials are stored. The materials will be delivered Ex SRBWIPL works at Kulti, WB. It will be the responsibility of the H1 bidder to arrange for lifting, payment of freight and transit insurance. The successful bidder shall be liable to bear the transit insurance and SAIL RITES BENGAL WAGON INDUSTRY PVT LTD shall not be liable for the same in any manner.

11.0 Penalty Terms

In case of successful bidder fails to lift the scrap items within the stipulated time period from the date of issue of sale release order and not granted extension beyond the stipulated time, SAIL RITES BENGAL WAGON INDUSTRY PVT LTD may at its' discretion allocate the remaining quantity to any other bidder. Besides, SAIL RITES BENGAL WAGON INDUSTRY PVT LTD reserves the sole right and discretion of disposing off such goods to any other bidder upon violation of the terms and conditions detailed in this tender document by the H1 bidder. If the H1 bidder fails to lift the materials within free delivery period then ground rent 2000/- per day will be levied by SRBWIPL on the bidder and shall be deducted from the security deposit for maximum period of 10 days from the expiry of free lifting period. Even after that the bidder fails to lift the material then the entire lot shall be considered for re-auction and also, if the "successful bidder" fails to lift the full/part quantity within the aforesaid period, entire value of lot and security deposit shall be forfeited by SRBWIPL.

12.0 Compliance with 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 Minimum Wages Act, 1948 and comply with the provisions of all other statutory labour legislation now in force and also that may be introduced in future and keep the company indemnified from any claim which may arise by reason of his default either wilfully or by ignorance. If the bidder failed to comply such acts/rules in any past contract, they shall in no way entitle to participate in the present tender.

13.0 Extension of Lifting Period

The Purchaser will have to take prior approval from the concerned authority of SAIL RITES BENGAL WAGON INDUSTRY PVT LTD for the same, such extensions will be allowed subject to the discretion of the concerned authority of SAIL RITES BENGAL WAGON INDUSTRY PVT LTD and payment of late fee @ 0.5% per day of the outstanding amount for the period of delay. The maximum extension allowed for such cases will be limited to a maximum period of 10 working days beyond the initial free period, thereafter the purchaser shall not have any right to claim any further extension in any manner and for whatsoever reasons.

14.0 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 23.03.2012 and subsequent notification therein.

(Signature of Bidder)


04/06/2012

15.0 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, lock down, 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.

14.0 GST Clause

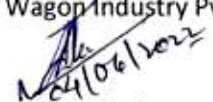
- 14.1 For the purposes of levy and imposition of GST, the expressions shall have the following meanings: a) GST - means any tax imposed on the supply of goods and/or services under GST Law. b) Cess - means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017. Page 28 of 85 c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
- 14.2 The rates quoted by the Vendor/Supplier/Contractor shall be inclusive of all taxes, duties, levies and Cess except GST. Vendor/Supplier/ Contractor have 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 SRBW IPL.
- 14.3 SRBW IPL shall declare in the Tender about value / estimated value of free issue of material and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by SAIL and used by Vendor/Supplier/ Contractors and the consideration for which is recovered by SRBW IPL in the form of reduction in the value of invoice raised by Vendor/Supplier/ Contractor, then SRBW IPL will raise GST invoices on such transactions and the same will be borne by Vendor/Supplier/Contractor.
- 14.4 Evaluation of L-1 prices shall be done based on landed cost net of Input Tax Credit of GST, if available to SRBW IPL. SRBW IPL 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.
- 14.5 For the purpose of this contract, it is agreed between the parties that if any new taxes, duties or levies other than GST is introduced subsequent to the final date of submission of tender or reverse auction by the Central/State Government & Local Authorities and such new taxes, duties or levies become payable, then an equitable adjustment on account of new taxes, duties or levies in the contracted price shall be made which shall be subject to the production of documentary evidence by the Vendor/ Supplier/Contractor. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows: a. If input tax credit (ITC) is available, the adjustment in contract price for such new tax shall be made. b. In other cases (i.e. where tax credit is not available), adjustment in contract price shall be made only if the new tax is enacted during the period of extension arising out of reasons attributable to RMD.

(Signature of Bidder)

[Handwritten Signature]
04/06/2022

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

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.


(Ashutosh Kr. Jha)
DGM/MM

(Signature of Bidder)

Other Terms & Conditions

- 1.0 Offers received through e-mail / FAX will not be accepted.
- 2.0 Bidder sending tender by post will do so, solely on their own risk and SRBWIPL will not be responsible for any loss in transit or postal delay.
- 3.0 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.
- 4.0 ***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 pm on the next working day of SAIL RITES Bengal Wagon Industry Pvt. Ltd. and will be opened at 12.30 pm thereafter in presence of such bidder who would like to be present.***
- 5.0 Bidder shall have no right to issue addenda to tender documents to qualify, amend, supplement or delete any of the conditions, clauses or items therein after submission of the tender at SRBWIPL.
- 6.0 The bidder (henceforth shall be called as contractor) should strictly abide by the company's rule, regulation, and instruction issued from time to time in respect of all matters.
- 7.0 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.
- 8.0 Contractor shall submit bill on his letter head only.
- 9.0 Contractor shall maintain all type of records in respect of contract labour act.
- 10.0 Contractor shall ensure that the workers are paid at least minimum wages.
- 11.0 The tender may be withdrawn/discharged at any point of time duly recording the reasons there of in writing by the competent authority and without assigning any reasons to the general public.
- 12.0 The safety of all workers involved in lifting the scrap should be on the contractor's scope, the contractor must ensure safety and safe working conditions for the workers involved in lifting the scrap.
- 13.0 The corrigendum/addendum may be added with the approval of the competent authority before opening of the tender.
- 14.0 Due to the pandemic situation of COVID 19, all the engaged workers should maintain social distance and should be wearing PPE etc.
- 15.0 If the H1 bidder does not lift the material then a counter offer may be given to the H2 bidder as per the discretion of the competent authority.

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.


(Ashutosh Kr. Jha)
DGM/MM

(Signature of Bidder)

Details of Scrap for Disposal

SI No	Description	UOM	Quantity
1	MS Scrap (Consisting of Plates & Structural Member Generated From Railway Wagon Cutting)	MT	50
2	MS Off Cuts	MT	150

Note

- 1.0 All interested bidders are requested to inspect the items before participating in the tender. It will be assumed that bidders participating in the tender have inspected the materials prior to participation. All photographs given are indicative and the bidders are strictly advised not to go for tender without inspection.
- 2.0 No complaints regarding difference in material quality or quantity will be entertained.
- 3.0 Materials sold would be under "on weighment" basis, any picking, sorting, cutting, cleaning or breaking up of materials will not be permitted unless specifically mentioned as such. The charge for weighing the scraps will be borne by the buyer.
- 4.0 Loading and weighing of goods at designated weighing machine have to be executed in the presence of authorized representative of SAIL RITES BENGAL WAGON INDUSTRY PVT LTD and "Successful Bidder". In case of any dispute, re-weighing shall be done on another weighing machine at the sole discretion of SAIL RITES BENGAL WAGON INDUSTRY PVT LTD.
- 5.0 The authorized personnel of the successful bidder visiting the factory of SRBWIPL for lifting the goods should necessarily carry the authorization letter and the proper photo identity.
- 6.0 SAIL RITES BENGAL WAGON INDUSTRY PVT LTD will arrange to issue Tax invoice for the transaction without which the goods shall not be removed from the SAIL RITES BENGAL WAGON INDUSTRY PVT LTD. The taxes will be chargeable as per the government regulations prevailing at the time of raising the invoice.
- 7.0 Any details like PAN, Bank A/c etc. and copies of documents require for creation of customer code in SAIL RITES BENGAL WAGON INDUSTRY PVT LTD system have to be provided by the successful bidder.
- 8.0 The scrap will be sold on "On Weighment Basis" or by "Physical Counting" whichever is applicable. All valued bidders are requested to read all terms & conditions of the tender document carefully before participating. It will be assumed that all the bidders are aware of the terms and conditions as mentioned in these presents. The tender document to be submitted along with the bid duly signed in all the pages by the authorized representative of the bidder.
- 9.0 The fee for weighing the scrap at the weigh bridge should be borne by the purchaser.
- 10.0 **Every Bits and pieces of the lot offered has to be lifted, selective lifting will not be entertained.**

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.

(Signature)
 (Ashutosh Kr. Jha)
 DGM/MM

(Signature of Bidder)

Price Bid Format

Sl No	Description	UOM	Quantity	Basic Price (Rs)	Total Amount (Rs)
1	MS Scrap (Consisting of Plates & Structural Member Generated From Railway Wagon Cutting)	MT	50		
2	MS Off Cuts	MT	150		

Note

- GST and TCS will be charged extra as applicable.
- The Bidder should submit all relevant details i.e Phone number, e-mail ID, GST No, PAN etc.
- Every bits and pieces of the material has to be lifted on "As and Where Basis", selective lifting will not be entertained.
- The Bidder must submit the bank mandate along with the tender documents.

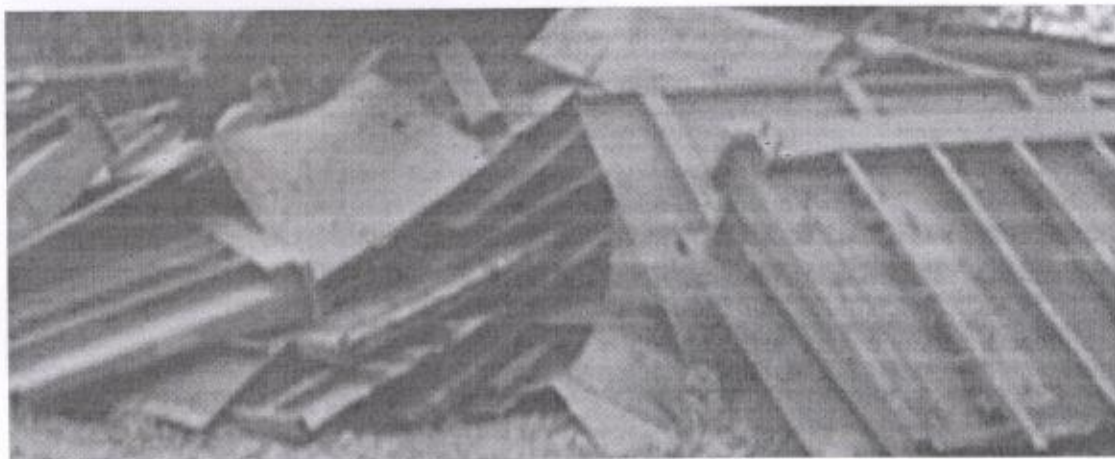
For SAIL RITES Bengal Wagon Industry Pvt. Ltd.

(Signature)
 (Ashutosh Kr. Jha)
 DGM/MM

(Signature of Bidder)

Photographs

MS Scrap



MS Off Cuts



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02/06/2022