

**SAIL RITES BENGAL WAGON INDUSTRY PRIVATE LIMITED (SRBW IPL)**  
(A Joint Venture Company of SAIL and RITES)  
CIN: U35200DL2010PTC211955  
Regd Office: Scope Minar, Laxmi Nagar, New Delhi - 110092  
Admin Office & Works: Kulti, Dist: Paschim Bardhaman, W.B, PIN: 713343  
E-mail: purchase.srbwipl@gmail.com

Tender No. SRBW IPL/AMC/Manpower/200-A/24-25/01  
Date 23.05.2024

Tender Document Fee Rs 2,000  
EMD Rs 38,920.00

Sub: Open tender for engagement of manpower for Housekeeping, maintenance and controlling of signaling system including the rail tracks of SRBW IPL, Kulti.

Last Date & Time of Submission: By 12:00 PM on 06.06.2024  
Date & Time for opening of tender: At 12:30 PM on 06.06.2024

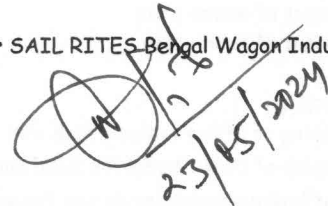
"Sealed tenders in two packets are invited for engagement of manpower for Housekeeping, maintenance and controlling of the signaling system including the rail tracks of SRBW IPL, Kulti.

Annexure - I: Scope of work  
Annexure - II: Instruction to the bidders & general conditions of contract.  
Annexure - III: Special conditions of contract  
Annexure - IV: Price bid format

- 1) The bidders are required to submit the techno commercial bid and the price bid in a separate envelope and it should be sealed in a common envelope and to be dropped in our tender box or may be sent by the registered post but must reach us positively on or before last date & time of submission as specified in the tender document.
- 2) 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, SRBW IPL, P.O-Kulti, Dist-Paschim Bardhaman, WB, Pin-713343.
- 3) The bidders must enclose the documentary evidence in support of proof as mentioned in the tender document.
- 4) All other terms and conditions will be as per the general & special terms and conditions detailed in the tender document.
- 5) Tenders 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 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, PIN: 826001, Jharkhand.
  - c) IFS Code : SBIN0006541
  - d) Branch Code : 06541
  - e) MICR Code : 826002017
  - f) Account No : 3 7 8 1 4 7 0 5 4 3 6
- 6) The offers may be dropped in the tender box or may be sent through the registered post but it must reach in time and no offer will be accepted after the closure of the tender box.
- 7) The Techno commercial bid will be opened on 06.06.2024 at 12.30 PM but if in case the office remains closed on the day of the opening techno-commercial bid for any unforeseen reason, then the tender will be received up to 12:00 PM of the next working day and will be opened at 12:30 PM.  
The price bid of the techno commercially eligible bidders will be opened on a later date and it will be intimated in time.
- 8) **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: \_\_\_\_\_

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.

  
23/05/2024

## Scope of Work

**A Signalling System:**

- 1.0 Manning in the general shift from 8 hrs to 17 hrs for operation and maintenance of 1 nos. panel operated cabin inside SRBWIPL factory, Kulti following the extant railway rules and regulations.
- 2.0 Usually on Sundays and holidays it will remain closed but whenever required the employees should remain in the factory as per the discretion of the management of SRBWIPL.
- 3.0 The rules and regulations as per the railway operation and safety manual, general and subsidiary rules, and station working rules shall be observed. Coordination with adjoining railway divisions and railway authorities for the smooth, timely and safe movement of wagons/locos to and fro from SRBWIPL, factory, Kulti.
- 4.0 Co-ordination with CISF/authorities of Sail Growth Works, Kulti for timely opening/closing of SRBWIPL yard siding gate.
- 5.0 Daily checking and inspection of all S&T installation inside SRBWIPL factory, Kulti.
- 6.0 Daily checking, testing and rectification of track circuit, panel, signal cables, motor points (3 nos.), relay etc. Necessary registers should be maintained for taking over and making over cabin & maintenance work done for S&T gears.
- 7.0 Daily cleaning and housekeeping of all S&T installation (Cabin, switch gears, signal point etc.)
- 8.0 The Painting of all clearance markers, panel box, signaling post etc.
- 9.0 Tools & tackles for maintenance to be provided by the contractors.

**B. Track Maintenance:**

- 1.0 Total Permanent way including Sidings/Exchange Yards/Marshalling Yards/Holding Yards/In plant Network for both smelter & captive power plant and CRS etc. shall be maintained as per railway standards for a minimum speed of 60 Km/hr, including labour, T&P, Supervision etc.
- 2.0 The railway track at SRBWIPL complex comprises of Equated Track length of approximately 4.5 kms.
- 3.0 All maintenance spares, fittings and track materials except ballast shall be supplied by SRBWIPL store at free of cost. Collection and transportation of materials shall be the contractor's responsibility, any spares costing more than Rs 500 shall be supplied by SRBWIPL and others shall be on the contractor's account.
- 4.0 Maintenance of P. Way shall include through packing and running of ballast, carrying out replacement of damaged sleepers, replacing missing fittings, turn outs, points and crossings, cess cutting, etc.
- 5.0 Housekeeping and cleaning of grass, bush and tree cutting adjacent to tracks and as per requirement. The railway track/yards including the control cabins must be visible from any point of assessment. The intensive examination area must be clean.
- 6.0 Sleepers should be checked and tested for soundness i.e. the soundness/condition of all wooden/PSC sleepers, the agency must submit a report for all damaged wooden sleepers, PSC sleepers and steel sleepers on railway lines.
- 7.0 Missing clips, bed plates and sole plates should be replaced by the agency.
- 8.0 Ballast should be trimmed and re-boxed to provide correct "line and top."
- 9.0 The switches of all points should be inspected, oiled, tested, adjusted and should be maintained properly.
- 10.0 The lifting and packing of railway lines including replacement of fish plates and bolts.
- 11.0 Greasing of all rail fastening clips once in a year.
- 12.0 The painting of all fouling blocks, stop blocks and switch boxes, motor points, hand levers and web of the rail.
- 13.0 Day-to-day routine checkup and attention of track.
- 14.0 Daily patrolling of track and checking intactness of track fittings and replacement of the missing fittings.
- 15.0 Greasing and oiling of hand lever point for its proper functioning, adjustment of throw of tongue rail.
- 16.0 Periodically checking of alignment & gauge of track.
- 17.0 Attention of rail fracture.
- 18.0 Tools & Tackles for maintenance to be provided by the contractor.
- 19.0 Slacks packing of sleepers.

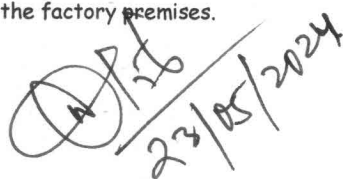
**C Special type of work.**

- 1.0 Through packing of track.
- 2.0 Point and crossing lifting and packing.
- 3.0 Ballast supply and spreading.
- 4.0 Glued Joint Installation.
- 5.0 Replacement of Rail
- 6.0 Through sleeper renewal
- 7.0 Replacement of tongue rail.
- 8.0 Replacement of crossing.
- 9.0 Alignment of curve.
- 10.0 Replacement of motor point.
- 11.0 Replacement of hand point

**D. Housekeeping:**

- 1.0 Dry sweeping of office building daily and cleaning of all toilets and urinals at the factory premises.
- 2.0 Dry sweeping of Main Shed & R2 Shed and all roads of the factory premises.
- 3.0 Cutting of bushes/weeds inside the factory premises.

(Signature &amp; Stamp of Bidder)



23/05/2024

- 4.0 Cleaning of entire drainage system of the factory premises (if Required).
- 5.0 Segregation and accumulation of all scraps and stacking at the respective places.
- 6.0 Cleaning of bearing mounting shop, wheels and cleaning of axles for mounting of CTRB.
- 7.0 Gardening and watering of all plants in the morning and in the evening daily.
- 8.0 Collection of unwanted and waste materials of the entire factory premises.
- 9.0 Loading the truck for disposal of unwanted materials, garbage etc from the factory premises and dispose it outside the factory.
- 10.0 Collection of Huck Bolt End, Stub End, MIG Wire Spools, accumulation of scrap cartoons, MS Sheets and MS Strips etc from the entire factory area.
- 11.0 Time to time Segregation of materials and proper stacking of components at store as and when required.
- 12.0 Any type of clerical/Official job as instructed by seniors.
- 13.0 Any other duty with regards to Peon/Messenger's profile.
- 14.0 Any type of arrangement system for the company by the instruction of seniors.
- 15.0 Proper Maintaining hospitality to the clients, business partners, executives during meeting or any other official programs.

**E Special Conditions to be complied:**

- 1.0 The firm should submit detailed list of mandatory spares with price.
- 2.0 All PPE should be supplied by the contractor.
- 3.0 The firm should have labour license certificate.
- 4.0 A register should be maintained by the firm to record the failure and it should be verified by the representative of SRBWIPL.
- 5.0 A log book should be maintained regularly indicating the nature of scheduled maintenance done, failure register, attendance register of staffs which will be checked & signed by the representative of SRBWIPL on regular basis.
- 6.0 Hand tools & tackles required should be available with the maintainer.
- 7.0 Cleaning and housekeeping of its surrounding area in mandatory.
- 8.0 Supply of consumables like Jute, PVC Tape, grease, Cleaning cloth, Gloves etc should be supplied by the contractor.
- 9.0 The Special type of work as per Annexure -I clause no. C to be done as per instruction of our EIC for which separate payment will be made as per contract.

**F SRBWIPL's Scope of Supply:**

If during any urgent and immediate medical emergency, assistance (First Aid) will be provided by SRBWIPL, however safety and responsibility of safe working will be the contractor's liability.

**G Manpower Requirement:**

Sl. No.	Area of Work	No of worker	Remarks
1.	Signalling & Track Maintenance	02 Nos	Skilled Worker
		03 Nos	Unskilled Worker
2.	Office Assistant & Housekeeping	06 Nos.	Unskilled Worker

*(Handwritten signature and date)*  
23/05/2024

## Instruction to the Bidders and General Conditions of Contract

## 1.0 CONTENT OF BID:

## 1.1 TECHNO COMMERCIAL BID SHALL CONTAIN THE FOLLOWING:

- a. Tender document fee of Rs 2,000.00 & EMD Rs 38,920.00
- b. All the pages of the tender document duly signed and stamped by the bidder as a token of acceptance of all terms and conditions.
- c. Documentary evidence in support of credentials.
- d. Statutory documents like PF, ESI Registration certificate, trade license etc.
- e. Copy of labour licence (after receipt of confirmation of order)
- f. Copy of SSI/NSIC/MSME Registration Certificate (If any)
- g. Copy of PAN
- h. Copy of GST registration
- i. Professional Tax registration certificate from the concerned authority.
- j. Self-Certified and Audited Balance Sheet, Trading account and P&L accounts for last three FY i.e. 2020-21, 2021-22 & 2022-23.
- k. Copy of bank mandate duly certified by the banker

## 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.

## 2.0 RATES:

- 2.1 Contract value per month as per the scope of work detailed in Annexure-I should be quoted in figures and words in the "Price Bid" in Annexure-IV.
- 2.2 Based on the uniform codification system introduced by the 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.

## 3.0 INCOME TAX DEDUCTION U/S 194C:

- a. Any person responsible for paying any sum to any resident (hereafter in this section referred to as the contractor) for carrying out any work (including supply of labour for carrying out any work) in pursuance of a contract between the contractor and a specified person shall, at the time of credit of such sum to the account of the contractor or at the time of payment thereof in cash or by issue of a cheque or draft or by any other mode, whichever is earlier, deduct an amount equal to
  - (i) one percent where the payment is being made or credit is being given to an individual or a Hindu undivided family;
  - (ii) two percent where the payment is being made or credit is being given to a person other than an individual or a Hindu undivided family, of such sum as income-tax on income comprised therein.
- b. Provision of 206 AB- Declaration.

## 4.0 Earnest Money Deposit (EMD) / Bid Security (BS):

- 4.1 The amount of EMD will be Rs 38,920.00 which should be deposited in the form of Demand Draft /Pay Order in favour of "SAIL RITES Bengal Wagon Industry Pvt. Ltd." payable at Kulti or may be sent through NEFT.
- 4.2 However the units registered with SSI, NSIC, MSME, PSU may be exempted from submission of EMD on submission of documentary evidence.
- 4.3 If the security deposit is exempted for any bidder, then the bidder has to submit a Bid Security Declaration on the firm's letter head as per the format specified in Annexure- "B".
- 4.4 The EMD of the unsuccessful bidders will be returned without any interest after the finalization of the tender.
- 4.5 The EMD of the successful bidder will be returned after the receipt of Security Deposit/Performance Guarantee or it may be converted to Security Deposit/ Performance Guarantee.

## 5.0 SECURITY DEPOSIT (SD):

- (a) For due fulfillment of the contractual obligations, the successful bidder shall furnish Security Deposit in the form of Bank Guarantee / Demand Draft / Pay Order for a sum equal to 5% of the contract value within 15 days from the date of issue / receipt of the Purchase Order. The Security Deposit shall remain valid till Warranty / Guarantee period. In case security deposit is not submitted within 15 days from the date of issue of P.O, the release of security deposit will be after taking into account of the corresponding period of delay in submission of the same even though the warranty / guarantee period expires.
- (b) Security Deposit may also be built up by deducting the amount proportionately from each bill of the contractor on their request. However, 50% of the total amount of the Security Deposit is to be deposited by the successful bidder on receipt of Purchase Order. Balance 50% may be recovered from running bill. This option of security deposit submission if availed, there shall be no change afterwards.
- (c) Security Deposit may be waived for SSI, NSIC, MSME units, DGS & D registered bidders, Registered Co-operative Society and PSUs.
- (d) Security Deposit will be returned only on completion of contractor's obligations under the contract including any warranty obligation or specified in the contract.

(Signature &amp; Stamp of Bidder)



**6.0 PERFORMANCE GUARANTEE (PG):**

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

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

6.3 The Performance Bank Guarantee shall remain valid up to the warranty period. Contractors are responsible for the quality of the materials, workmanship, smooth operation etc. During the Guarantee period, if any defect is detected for supply item or poor workmanship, the agency will be responsible for replacement of defective component, within 2 weeks from the date of receipt of intimation at free of cost.

6.4 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.

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

**NOTE:** (1) In case Security Deposit / Performance Guarantee is not submitted in time, a penalty of 1.5% of value of SD/PBG per month or part thereof will be applicable for the delay period which will be deducted from party's bills.

**7.0 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.

**8.0 Penalty Clause:**

In case of unsatisfactory performance of the contractor, the management of SRBWIPL will reserve the right to impose penalty of an amount with maximum limit of 10% from the bill of the contractor. In case of shortfall in inducting manpower, penalty may be imposed as per the following table.

**Penalty clause as per mandays attendance**

Average manpower per day (The man days will be calculated with respect to the working days (Excluding Holidays) in a month for which SRBWIPL remains open)	Penalty Amount
11	No penalty
Less than 11 but greater than or equal to 10	Rs 10,000 + GST (for each absent persons)
Less than 10 but greater than or equal to 9	Rs 15,000 + GST (for each absent persons)
Less than 9	Rs 20,000 + GST (for each absent persons)
Less than 9 in three instances	The contract will be short closed with forfeiture of SD/PG

The contractor will have to attend the breakdown immediately after reporting by SRBWIPL and it has to be fixed within 24 hrs of reporting or else a penalty of Rs 5,000 per day will be imposed.

**9.0 Contract Period:**

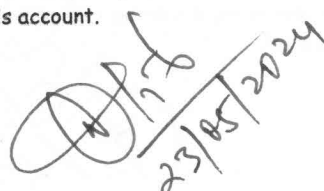
The contract period will be for 12 months from the date of issuing the work order and the contract period may be extended for another 12 months as per the discretion of the competent authority and with existing Terms & Conditions.

**10.0 Payment of Wages by the Contractor to the Workers/Employees:**

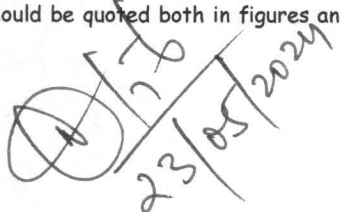
10.1 The Contractor shall make payment to his workers within 5<sup>th</sup> of each month, and the wages paid by him to his workers shall not be less than the minimum wages payable as the Minimum Wages Act as notified by Govt. of West Bengal from time to time for various Categories. If the contractor defaults to make the payment within 5<sup>th</sup> then a penalty @ 10% of the total bill value will be deducted from the pending bill/PG/SD. The payment of wages by the Contractor to his workers must be made through Bank by directly depositing the amount payable, to the Bank Account of the worker/Employee. The Contractor will be required to submit the copy of the bank document along with the attendance sheet, proof of payment of wages, PF, ESI and other statutory liabilities along with the bill for necessary verification by the concerned authority.

10.2 The Contractor shall be fully responsible to comply with all his Statutory obligations/liabilities as Employer in respect of their labour engaged by them for the Job undertaken under the Contract as per applicable Statutory provisions/Law and Government Notification, and will take full liability on this account.

The Contractor will ensure that all Half Yearly as well as Yearly Returns are submitted in time with the appropriate authority. The Company will not take any liability on this account.



- 10.3 The Contractor shall deposit their own Contribution as well as Contribution of their workers, engaged under the Contract, towards P.F., ESI and P. Tax well in time and submit the copies of the Challan with the bills for verification. Release of Payment to the Contractor shall be made after due verification of the actual executed the working days by the Executing Authority and verification of copies of various Challan, as per proof of compliance of statutory requirements and payment of all dues to the Contractor's Workmen, by Finance Department.
- 10.4 In the event of failure of the Contractor to comply with the above, the Company shall be entitled to recover the amount by deduction from any amount payable to the Contractor under the Contractor, including Security Deposit, Performance Guarantee, or as debt payable by the Contractor.  
In case the contractor fails to make payment of wages of the workers by 7<sup>th</sup> of the month, SRBWIPL, Kulti being the principal employer, reserves the right to make such payment of wages to the workers and the amount so paid plus 10% as administrative fee + GST will be recovered from any of contractor's bill. In case the contractor fails to pay wages to his workers in time for the second time, action as deemed fit shall be taken against his firm. Timely and regular payment of wages will also be a criterion for evaluation of work performance.
- 11.0 **Payment Terms:**
- 11.1 The payment will be made within 30 days from the date of submission bill/tax invoice along with relevant papers like attendance sheet, Proof of the payment of wages, proof of payment of P.F, ESI, and other statutory liabilities. Payment of salary to all persons engaged by contractor shall be made through bank account only duly certified by the authorized representative of the concerned department as delegated by CEO of SRBWIPL/ Kulti.
- 11.2 The contractor has to submit GST compliant invoice and challan (if any) to the authorities mentioning its GSTIN.
- 11.3 The contractor has to submit compliance regarding documentation / monthly returns so as to ensure availing Input Tax Credit (ITC) by SRBWIPL, failing which SRBWIPL will deduct the resultant amount.
- 11.4 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.
- 11.5 The payment will be made through account payee cheque in the name of the firm/RTGS/Online.
- 11.6 For any non-compliance by the contractor due to which SRBWIPL incurs any loss then it will be recovered from S.D / P.G. of the contractor.
- 11.7 Payment will be made on "No work no pay basis"
- 12.0 **OTHER TERMS & CONDITIONS:**
- 12.1 **Firm Rate:** Rate to be quoted on lumpsum basis. Quoted rate will remain FIRM during pendency of contract. Bidders are requested to submit a declaration as per Annexure-A.
- 12.2 **Paying Authority:** CEO/CFO or the authorized representative of accounts department as delegated by the competent authority of SAIL RITES Bengal Wagon Industry Pvt. Ltd, Kulti.
- 12.3 **Certifying Authority:** DGM/M&BD/SRBWIPL/Kulti or the authorized representative of concerned department as delegated by the CEO of SAIL RITES Bengal Wagon Industry Pvt. Ltd, Kulti.
- 12.4 **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.
- 12.5 **Validity of offer:** The offer should remain valid for 90 (Ninety) days from the opening date of tender.
- 12.6 **Termination of Contract:** For the following cases SRBWIPL reserve the right to terminate the contract without any prior notice to the contractor:-  
a. Unsatisfactory of performance reported by the E.I.C.  
b. Noncompliance of statutory dues.  
c. Stoppages of work without prior intimation.
- 12.7 Tender documents required to be submitted in physical mode only, offers sent through e-mail or FAX will not be accepted.
- 12.8 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.
- 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 summarily rejected.
- 12.10 In the event of SRBWIPL's office remaining closed on the day of opening of the tender for any unforeseen reason, the tender shall be received up to 12:00 P.M. on the next working day of SAIL RITES Bengal Wagon Industry Pvt. Ltd. and will be opened at 12:30 P.M. thereafter in presence of such Bidder who may like to be present.
- 12.11 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.
- 12.12 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.
- 12.13 All rates, price in the tender form should be quoted both in figures and in words. Tenders with over writing or erased rates are liable to be rejected.

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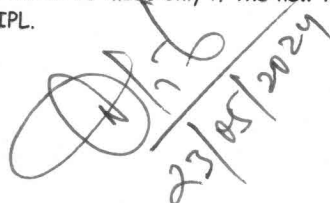
- 12.14 The SRBWIPL management reserves the right to withdraw/discharge the tender or issue corrigendum/addendum to the tender before opening or make amendment to the purchase order duly recording reason thereof in writing by the competent authority and without assigning the reasons to the general public.
- 12.15 In case the offer is not accepted by SRBWIPL, the tenderer will not be entitled to claim any cost, charges, expenses made for submission of offer.
- 12.16 The SRBWIPL management reserves the right to terminate the contract at any stage if considered necessary by the management without assigning any reason whatsoever for greater interest of the company and such action cannot be challenged by the tenderer / supplier.
- 12.17 The safety of men and material will be sole responsibility of the contractor and the company in no way be held liable for any damage or loss of property or injury to the men of the contractor. Contractor to take all the measures in respect of compliance of all statutory requirements.
- 12.18 The contractor shall indemnify the company against damage or loss to the property and injury to the workmen of the company when such damage, loss or injury is on account of any act on the part of contractor or his men.
- 12.19 All records and registers under the relevant statute will be maintained by the contractor and submitted for inspection by the company whenever required.
- 12.20 Contractor should have sufficient skilled manpower for technical evaluation of the bid, contractor must furnish identity proof of dedicated skilled man powers.
- 12.21 It would be responsibility of the contractor to deduct and deposit employee's contribution, employer's contribution of provident fund and other related charges as per act and to deposit the same directly to P.F. authority as well as ESI will be deposited to the respective authority and due particular will be furnished to SRBWIPL before releasing of next payment. The SRBWIPL authorities shall entertain no disputes pertaining to P.F. deduction and deposit as well as ESI, if raised by the employees of the contractors.
- 12.22 Contractor should have an attendance register with his stamp on it at the factory gate where attendance of the contract workers will be marked and at the end of the month the contractor shall submit a photo copy of the attendance record duly signed and with official stamp on it.
- 12.23 Contractor shall maintain all type of records in respect of contract labour act.
- 12.24 Contractor shall ensure that labour is paid at least the minimum wages as per notification of West Bengal Labour commissioner.
- 12.25 In case ESI is not applicable, contractor to get his workers covered under workmen compensation policy to ensure that compensation for death/injury under workmen compensation act 1923 is paid in accordance with law.
- 12.26 Contractor must not engage any workmen of more than 60 years or any child labourer at any point of time.

**13.0 GST CLAUSES:**

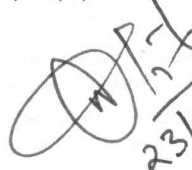
- 13.1 For the purposes of levy and imposition of GST, the expressions shall have the following meanings: (a) GST - means any tax imposed on the supply of goods and/or services under GST Law. (b) Cess - means any applicable cess, existing or future on the supply of Goods and Services as per Goods and 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.
- 13.2 The rates quoted by the Vendor/Contractor/Contractor shall be inclusive of all taxes, duties, levies and Cess except GST. Vendor/Contractor/ 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/Contractor/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.
- 13.3 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 SRBWIPL and used by Vendor/Contractor/ Contractors and the consideration for which is recovered by SRBWIPL in the form of reduction in the value of invoice raised by Vendor/Contractor/ Contractor, then SRBWIPL will raise GST invoices on such transactions and the same will be borne by Vendor/Contractor/Contractor.
- 13.4 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/Contractor/Contractor for additional payment/liability shall not be admitted and has to be borne by the Vendor/Contractor/Contractor.
- 13.5 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/ Contractor/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.

(Signature & Stamp of Bidder)

 23/05/2024

- 13.6 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 SRBW IPL. In any case, recovery shall be made in case of a downward variation in the rate of tax.
- 13.7 Vendor/Contractor/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 SRBW IPL in the customized format shared by SRBW IPL in order to enable SRBW IPL to update its database, etc. that may be necessary to match the invoices on GSTN common portal and enable SRBW IPL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
- 13.8 In case Input Tax Credit of GST is denied or demand is made on SRBW IPL by the Central/State Authorities on account of any non-compliance by Vendor/Contractor/Contractor, including non-payment of GST charged and recovered, the Vendor/Contractor/Contractor shall indemnify SRBW IPL 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. SRBW IPL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the Vendor/Contractor/Contractor and /or also from any sum payable to the contractor by any other SAIL Plant or Unit.
- 13.9 Vendor/Contractor/Contractor shall maintain high GST compliance rating track record at any given point of time.
- 13.10 Vendor/Contractor/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.
- 13.11 Vendor/Contractor/Contractor shall avail the most beneficial Notifications, abatements, exemptions etc., if any, as applicable for the supplies under the Goods and Service Tax Act.
- 13.12 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.

  
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## SPECIAL CONDITIONS OF CONTRACT

- 1.0 Compliance to Statutory Laws & Rules:**  
The contractor shall comply with the provisions of Laws & Rules in force from time to time which will be applicable to the contract workmen such as.
- 1.1 The Contract Labour (Regulation and Abolition) Act 1970 & Contract labour (Regulation and Abolition) Central Rules 1971
- 1.2 The Payment of Bonus Act 1965 and the payment of Bonus (Amendment) Act, 2015
- 1.3 The Workmen's Compensation Act, 1923
- 1.4 The Factories Act, 1948
- 1.5 The Minimum Wages Act, 1948
- 1.6 The Payment of Gratuity Act 1972
- 1.7 The Employee State Insurance Act, 1948
- 1.8 The Employee's Provident Funds & Misc. Provision Act, 1952
- 1.9 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 arise by reasons of contractor's default either willfully or by ignorance.
- 2.0 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 SRBW IPL and in case company feels necessary, it may suspend or stop the work for certain period without any compensation.
- 3.0 Execution of Contract:**
- 3.1 Contractor should produce the medical fitness certificate of each workman engaged by him from a registered medical practitioner or by doctor authorized by SRBW IPL. In case the company feels that any of the workmen is not fit, the company on its own can conduct the medical examination and the result of the examination shall be binding on the contractor.
- 3.2 Appropriate cleanliness, Industrial peace and discipline have to be maintained by the contractor and all outside and local problems have to be tackled by the contractor. SRBW IPL shall not be concerned with these matters in any way.
- 3.3 Minimum 11 nos. of manpower should be engaged by the contractor including 2 skilled workers and 9 unskilled workers (as per detailed in Annexure - I, G).
- 4.0 Reduction & Redistribution of Contract:**  
Performance of the contractor shall be continuously reviewed by SRBW IPL. In case it is observed that the contractor has failed to fulfill the work satisfactorily, the SRBW IPL management reserves the right to terminate at any point of time & the Order for the balance contract period may be awarded to any other bidder.
- 5.0 Qualifying Criteria:**
- 5.1 Technical Qualification:**
- I. The contractor should have an experience of executing signal maintenance work/track maintenance work/labour supply in any organization during the last seven financial years (2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24).
- II. Documentary evidence like work order along with completion certificate or performance certificate should be submitted with the technical bid.
- 5.2 The contractor should comply with any of the following conditions:**  
The contractor should have an experience of executing at least three contracts of signal maintenance work/ track maintenance work/labour supply during the last seven financial years (2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24) whose contract value should not be less than 7.78 Lakhs each.  
or  
The contractor should have an experience of executing at least two contracts of signal maintenance work/track maintenance work/labour supply during the last seven financial years (2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24) whose contract value should not be less than 9.72 Lakhs each.  
or  
The contractor should have an experience of executing at least one contract of signal maintenance work/track maintenance work/labour supply during last seven financial years (2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24) whose contract value should not be less than 15.56 Lakhs.  
Documentary evidence like work order along with completion certificate or performance certificate should be submitted with the technical bid.
- 5.3 Financial qualification:**  
The firm should have average annual turnover of Rs 5.83 Lakhs during last three years (2020-21, 2021-22 & 2022-23). Self-attested audited Balance Sheet, P&L Account Statement and Trading Account Statement should be submitted along with the techno commercial bid.
- 6.0 Preference to MSME UNITS:**  
Offers from MSME units will be considered for placement of order in accordance with the guidelines circulated vide Ministry of MSME, government of India Notification No. 503, Dated 23.03.2012 and subsequent notification therein.
- 7.0 Project Planning & Co-ordination:**
- 7.1 Record book to be maintained jointly recording the daily work done and to be submitted to Dy. General Manager/M of SRBW IPL, Kulti of SAIL RITES Bengal Wagon Industry Private Limited.
- 7.2 The contractor must earmark a coordinator for supervision and liaisoning with SRBW IPL.

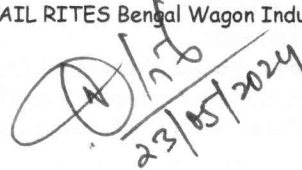
23/05/2024

(Signature &amp; Stamp of Bidder)

#### 8.0 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 Office, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture in the possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit accepting such material, bought out components and stores as the contractor may with the concurrence of the purchaser elect to retain.

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.

 23/05/2024

## Price Bid Format

## A. AMC for Housekeeping, Signalling &amp; Track Maintenance

Sl No	Description	Duration of Contract	Contract Value/Month (Rs)	
			In Figures	In Words
1	Annual contract for engagement of manpower for Housekeeping, maintenance and controlling of signaling system including the rail tracks of SRBWIP, Kulti as per the scope of work detailed in Annexure-I	12 months		

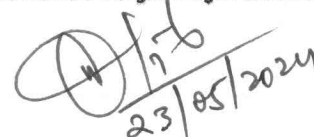
## B. Special type of work on need basis as per instruction of EIC

Sl. No.	DESCRIPTION	UOM	Maximum Quantity	Rate per unit (INR)	Total Amount (INR)
1.	Through packing of track	meter	1000		
2.	Point and crossing lifting and packing.	Number	10		
3.	Ballast supply & Spreading	Cum	100		
4.	Glued Joint Installation	Set	05		
5.	Replacement of Rail	Meter	100		
6.	Sleeper renewal				
	PSC Sleeper	Number	50		
	Wooden Sleeper	Number	25		
7.	Replacement of Tongue rail	Number	06		
8.	Replacement of Crossing	Number	03		
9.	Alignment of curve	Meter	50		
10.	Replacement of Motor point	Number	02		
11.	Replacement of Hand point	Number	05		

## Note:

1. The interse position of the bidders will be determined on the basis of lowest rate quoted per month.
2. The rate will be firm during the pendency of contract. Bidder should submit an undertaking as per Annexure-A.
3. GST rate prevailing on the date of supply will be applicable for reimbursement in addition to the unit basic price as finalized in the tender.
4. Past performance of the bidders will be considered while evaluation of bids and if found unsatisfactory then the bid may be rejected.
5. The Special type of work as per Annexure -I clause no. C to be done as per instruction of our EIC for which separate payment will be made as per contract.

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.



23/05/2024

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

Reference no.....

Date.....

To

Dy. General Manager/Purchase

SAIL RITES Bengal Wagon Industry Private Limited

Kulti, Dist: Burdwan

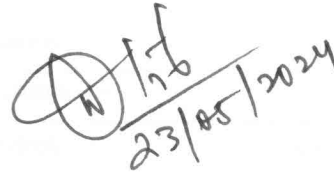
West Bengal

Sub: Undertaking for execution of the contract for engagement of manpower for Housekeeping, maintenance and controlling of signaling system including the rail tracks of SRBWIPL, Kulti. with firm rate without any escalation during pendency of contract.

Ref: Tender No. SRBWIPL/AMC/Manpower/200-A/24-25/01, Date 23.05.2024

I do hereby declare that the contract for engagement of manpower for Housekeeping, maintenance and controlling of signaling system including the rail tracks of SRBWIPL, Kulti will be accomplished by us with agreed rate plus GST as applicable during the pendency of contract stipulated in the tender document.

Signature of the Authorized Signatory of the  
Firm with company seal.

A handwritten signature is written over the date 23/05/2024. The signature appears to be 'N. S. S.' or similar, enclosed in a circle.



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

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

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

Ref. Tender No. SRBWIP/AMC/Manpower/200-A/24-25/01, Date 23.05.2024

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.

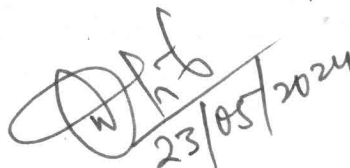
I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signature & designation of authorized person of the Bidder

Corporate Seal

Dated on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ (Insert the 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)

  
23/05/2024

**(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 letter of Acceptance No ..... Dated ..... made between SRBWIPL and ..... (Name of firm) for Contract for engagement of manpower for Housekeeping, maintenance and controlling of signaling system including the rail tracks of SRBWIPL, Kulti (hereinafter Called the "The said letter of Acceptance/Agreement") of performance guarantee for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said letter of Acceptance, on production of Bank Guarantee for ..... only)

1. We, ..... (Indicate the name of the bank) (hereinafter referred to as "The Bank") at the request of ..... (contractor (s)) do hereby undertake to pay to SRBWIPL an amount not exceeding ..... against any loss or damage caused to or suffered or would be caused to or suffered by the SRBWIPL by reason of any breach of the said Contractor(s) of any of the terms or conditions contained in the said letter of Acceptance/Agreement.
2. We ..... (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the SRBWIPL stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the SRBWIPL by reason of any breach by the said contractor(s) of any of the terms or conditions contain in the said letter of Acceptance/Agreement or by reason of the contractor(s) failure to perform the said letter of Acceptance/Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding ` .....
3. We undertake to pay to the 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 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 Contract i.e. up to 06.06.2018 (including 60 days beyond the date of completion of the work).  
We shall be discharged from all liability under this guarantee thereafter.
5. We ..... (indicate the name of bank) further agree with SRBWIPL that the SRBWIPL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said letter of Acceptance/Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by SBWIPL against the said Contractor(s) and to forebear or enforce any of the terms and conditions relating to the said letter of Acceptance/Agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of SRBWIPL or any indulgence by SRBWIPL to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) / Supplier(s).
7. We ..... (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the SRBWIPL in writing.

Dated .....day of .....2024

Witness:

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

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

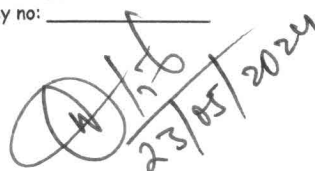
\_\_\_\_\_  
(Signature)

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

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

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

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

  
23/05/2024


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

I ..... (Name and Designation) appointed as the attorney/authorized signatory of the bidder (including its constituents) M/s ..... (Herein after called the bidder) for the purpose of the Tender Documents for ..... as per the Tender No. SRBWIP/AMC/Manpower/200-A/24-25/01, Date 23.05.2024 (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

  
23/05/2024