

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

Tender No. SRBW IPL/Taper Plate/186 BOXNHL/222/2022-23/01  
Dated 06.02.2023

Tender Document Fee Rs 1,000/-  
EMD Rs 9,700/-

Sub: Open tender for engagement of contractor for manufacturing of taper plates by Plasma Cutting and machining for BOXNHL, Design-D (MBS) wagons at SRBW IPL Factory, Kulti.

Last Date & Time of Submission of bid: By 12.00 PM on 22.02.2023  
Date & Time for opening of Techno Commercial bid: At 12:30 PM on 22.02.2023

“Sealed tender in two packet system is invited for manufacturing of taper plates by Plasma Cutting and machining as per RDSO Drg. No. WD-09034-S-04, Alt-7, Item No. 5 (or latest alteration in drawing & specification) and the material specification IRSM-44 for BOXNHL, Design-D (MBS) wagons at SRBW IPL Factory, Kulti.”

Annexure-I: Scope of Work

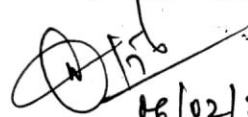
Annexure-II: Instruction to Bidders

Annexure-III: General and Special Conditions of Contract

Annexure-IV: Price Bid Format

- 1.0 Tenderer are required to submit the Techno Commercial bid and the price bid in separate envelopes and put together in a common envelope and to be dropped in our tender box or may be sent by registered post but must reach us positively on or before last date & time of submission as specified in the tender document.
- 2.0 The bidders are required to super scribe the tender number, due date of submission & opening on the envelope and address the same to the DGM/Purchase, SRBW IPL, P.O-Kulti, Dist-Paschim Bardhaman, WB, Pin-713343.
- 3.0 Bidders must enclose the documentary evidence in support of proof as mentioned in the tender document.
- 4.0 All other terms and conditions will be as per the general & special terms and conditions detailed in the tender document.
- 5.0 Tender without tender fee will be summarily rejected. Tender fee & EMD may be submitted in the form of DD drawn on the name of M/s. SAIL RITES BENGAL WAGON INDUSTRY PVT. LTD. payable at Kulti or may be remitted to the following bank account.
  - a. Name of Bank : State Bank Of India
  - b. Branch Name & Address : SME Branch, UG Floor, Ozone Plaza, Bank More, Dhanbad
  - 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 22.02.2023 and no offer will be accepted after the closure of tender box in whatsoever mode of receipt.
- 7.0 The Techno commercial bid will be opened on 22.02.2023 at 12.30 PM but in the event of SRBW IPL's office remaining closed on the day of opening of techno commercial bid for any unforeseen reason, then the tender will be received up to 12:00 PM on the next working day and will be opened at 12:30 PM in presence of the bidders who would like to be present.  
The price bid of the techno – commercially eligible bidders will be opened on a later date and it will be intimated in time.

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.

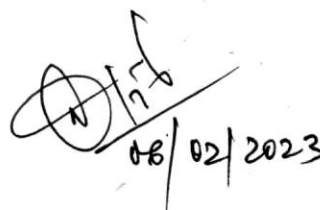
  
16/02/2023

**Scope of Work****1.0 Scope of Contractor**

- 1.1 Marking & Plasma cutting of 45 mm IRSM-44 plate as per drawing annexed herewith with required machining allowances inside SRBWIPL Works at Kulti with contractor's own plasma cutting machine & workforce. Plates will be supplied by SRBWIPL as free issue material. Supply of consumables for plasma cutting and maintenance of plasma cutting machine will be in the contractor's scope.
- 1.2 Machining and drilling of cut pieces of above plates as per drawing mentioned above at contractor's works premises with their machine and workforces. The cut pieces of above plates to be transported to and fro by the contractor with no other additional cost.
- 1.3 The plates to be return back to SRBWIPL within 15 days from the date on which it would be taken out.
- 1.4 Loading and unloading of plates to be done by contractor's workforce.

**2.0 Scope of SRBWIPL**

- 2.1 Any urgent and immediate medical emergency assistance (First Aid) shall be provided by SRBWIPL at SRBWIPL's works health unit; however safety and responsibility of safe working shall be contractor's liability.
- 2.2 The electricity power requirement for plasma cutting machine will be supplied by SRBWIPL free of cost.

A handwritten signature in black ink, followed by a horizontal line and the date '08/02/2023' written below it.

## Instructions to Bidders

**1.0 Content of Bid****1.1 Bid shall contain the following**

- i. Documentary evidence in support of credential.
- ii. Trade License from concerned authorities.
- iii. Copy of I.T return (2021-22, 2020-21 & 2019-20) & PAN number.
- 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 is 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 contract. If the vendor intends to change the bank mandate, then an NOC from the existing banker should be submitted.)
- viii. Self-Certified Audited Balance Sheet and P&L accounts for last three financial years 2021-22, 2020-21 & 2019-20.

**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 Rates :-**

2.1 Total Price as per scope of work detailed in Part-II shall be quoted in "Price Bid" in Part IV.

2.2 Based on the uniform codification system introduced by Govt. of India under GST regime, GST rate prevailing on the date of supply as notified for the materials shall be applicable for reimbursement by the buyer 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. (1) Any person responsible for paying any sum to any resident (hereafter in this section referred to as the contractor) for carrying out any work (including supply of labour for carrying out any work) in pursuance of a contract between the contractor and a specified person shall, at the time of credit of such sum to the account of the contractor or at the time of payment thereof in cash or by issue of a cheque or draft or by any other mode, whichever is earlier, deduct an amount equal to—
  - (i) one percent where the payment is being made or credit is being given to an individual or a Hindu undivided family;
  - (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 Qualification Criteria:****4.1 Technical Qualification**

The bidder should have an experience of fabrication of complete Railway/Non Railway wagon or Rehabilitation of Wagon during the last 7 FYs (i.e. 2015-16, 16-17, 17-18, 18-19, 19-20, 20-21 and 21-22).

4.2 The bidder should comply with any of the following conditions.

- i. The bidder should have completed at least 3 contracts as stated above whose each contract value should not be less than 1.94 lakhs.
- Or
- ii. The bidder should have completed at least 2 contracts as stated above whose each contract value should not be less than 2.42 lakhs.
- Or
- iii. The bidder should have completed at least 1 contract as stated above whose contract value should not be less than 3.88 lakhs.

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

**4.3 Financial Qualification**

The firm should have an average annual turnover of Rs 1.45 lakhs during the last 3FYs (2019-20, 2020-21 & 2021-22). Audited and self-attested Trading A/c statement, P&L A/c statement and Balance Sheet should be submitted as the documentary evidence along with the techno-commercial bid.

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

5.1 The amount of EMD will be Rs 9,700 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, Co-operative Society, DGS&D or PSU may be exempted from submission of EMD on production of documentary evidence.

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

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

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

**6.0 Security Deposit (SD)**

(a) For due fulfillment of the contractual obligations, the successful bidder shall furnish Security Deposit in the form of Bank Guarantee / Demand Draft / Pay Order for a sum equal to 3% of the contract value within 15 days from the date of issue / receipt of the Purchase Order. The Security Deposit shall remain valid till 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

(Signature & Stamp of Tenderer)

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.

#### **7.0 Performance Guarantee (PG)**

7.1 The contractor shall have to submit Performance Bank Guarantee for 3% 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 case of vendors being NSIC, MSME units, SSI, DGS & D, Registered Co-operative Society or PSU qualifying for exemption of submission of security deposit, Performance Bank Guarantee for 3% of order value is to be submitted by them.

7.2 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 is responsible for replacement of defective component or repairing of wagon wherever applicable, within 2 weeks from the date of receipt of intimation at free of cost.

7.3 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.

7.4 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.

#### **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 work must be started within 15 days from the date of work order. The contract will be valid for 01 Months from the date of work order and it may be extended further with same rate, terms and conditions. The contractor must earmark a coordinator for liaisoning with SRBWIPL.

#### **10.0 Payment Terms:-**

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

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

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

10.4 Supplier 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.

10.5 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.

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

#### **11.0 Mode of Dispatch**

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

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

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

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

#### **12.0 Distribution of Tendered Quantity**

The order for the tendered quantity will be awarded to the L1 and L2 bidder in a ratio of 60:40. However, the management reserves the right to distribute the tendered quantity in a suitable ratio between the bidders without assigning any reason whatsoever for the benefit and greater interest of the company.

#### **13.0 Inspection**

Inspecting will be carried out by the QA department of SRBWIPL/nominated inspecting agency/representative of Railway.

#### **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.

#### **13.0 Other Terms & Conditions**

13.1 **Firm Rate:** -Quoted rates shall remain FIRM during pendency of contract and no escalation will be allowed.

13.2 **Paying Authority:** - CEO/CFO or the authorized representative of the accounts department as delegated by the competent authority.

13.3 **Certifying Authority:** - The authorized representative of the concerned department as delegated by the competent authority.

(Signature & Stamp of Tenderer)



- 13.4 Arbitration:** All questions, disputes or differences whatsoever arising between the SRBWIP and Supplier or in relation to or in connection with the contract, either party may forthwith give notice to other in writing of the existence of such question, disputes or differences and the same shall be referred to the adjudicator of sole arbitrator. Chief Executive Officer of SRBWIP shall have the right and authority to appoint any officer of the company as arbitrator not below the rank of a Dy. General Manager who is not directly connected with the order under the Arbitration & conciliation Act 1996. Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.
- 13.5 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 claim which may arise by reason of his default either wilfully or by ignorance. If the tenderer failed to comply such acts/rules in any past contract, they shall in no way entitle to participate in the present tender.
- 13.6** The bidders who have earlier worked with SRBWIP and failed to comply with the statutory requirement in time, their bid will be rejected at the Techno commercial stage.
- 13.7 Validity of offer:** - The offer should remain valid for 90 (Ninety) days from the opening date of tender.
- 13.8 Quantity Variation Clause:** SRBWIP management reserves the right to exercise quantity variation clause @  $\pm 30\%$  of the order at the same rate and terms within the currency of the contract and Supplier will be bound to accept the repeat order.
- 13.9 Termination of Contract and Risk Purchase:** - In case of unsatisfactory performance, SRBWIP 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.
- 13.10** No E-mail / FAX quotation will be accepted.
- 13.11** Tenderer sending tender by post will do so, solely on their own risk and SRBWIP will not be responsible for any loss in transit or postal delay.
- 13.12** Incomplete tender or tenders submitted with qualified condition(s) at variance with special as well as General terms & conditions / instruction to bidders of this tender are liable to be rejected summarily.
- 13.13** 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 SRBWIP.
- 13.14** The tender may be withdrawn/discharged at any point of time duly recording reason thereof in writing by the Competent Authority and without assigning the reasons to general public.
- 13.15** The Corrigendum /addendum may be added with the approval of the Competent Authority before opening of the tender.
- 13.16** 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.
- 13.17** All rates, price in the tender form should be quoted both in figures and in words. Tenders containing over written or erased rates are liable to be rejected.
- 13.18** Contractor shall submit bill on his letter head only.
- 13.19** SRBWIP will recover any loss /damages to the plant and machineries of SRBWIP due to mishandling or improper operation by the engaged workforce.
- 13.20** SRBWIP will recover any deduction for loss/damages if any imposed by the Railway on SRBWIP for non compliances and for which the contractor is responsible.
- 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 SRBWIP.
- 23.3** SRBWIP shall declare in the Tender about value / estimated value of free issue of material and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by SAIL and used by Vendor/Supplier/ Contractors and the consideration for which is recovered by SRBWIP in the form of reduction in the value of invoice raised by Vendor/Supplier/ Contractor, then SRBWIP will raise GST invoices on such transactions and the same will be borne by Vendor/Supplier/Contractor.
- 23.4** Evaluation of L-1 prices shall be done based on landed cost net of Input Tax Credit of GST, if available to SRBWIP. SRBWIP shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the Vendor/Supplier/Contractor for additional payment/liability shall not be admitted and has to be borne by the Vendor/Supplier/Contractor.
- 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 RMD.



- 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 SRBWIP. In any case, recovery shall be made in case of a downward variation in the rate of tax.
- 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 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.
- 23.8 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.
- 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-Profitteering 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.



**Special Conditions of Contract****1.0 General:-**

Successful Bidder shall ensure supply of full ordered quantity of materials within the stipulated delivery period in the order.

**2.0 Packing:-**

- 2.1 The supplier should provide roadworthy packing of goods to prevent damage or deterioration during transit to the final destination. The packing should be sufficient to withstand rough handling during transit and exposure to extreme temperature, rainfall etc during open storage.
- 2.2 The indigenous supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit. The packing shall be sufficient to withstand the rigours of road transportation.
- 2.3 All the small components i.e. Pin, Washer, Split Pin, Cotter, Clamp & Packing, Nut with Bolt etc. should be packed separately with proper labeling or else the material will not be accepted.

**3.0 Liquidated Damages:-**

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

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

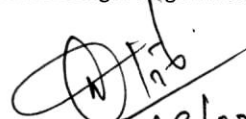
**4.0 Force Majeure:-**

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

**5.0 Guarantee / Warranty:-**

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

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.

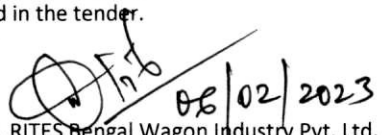
  
08/02/2023

## Price Bid

Sl No	Description	UOM	Qty	Basic Price	
				In figures	In Words
1	Preparation of Taper plates as per RDSO Drg. No. WD-09034-S-04, Alt-7, Item No. 5 (Refer Annexure-D) and Material Specification IRSM-44 by Plasma cutting and machining as per the scope of work in Annexure-I	Nos.	744		

## Note:

1. Interse position will be determined on the basis of the lowest cost.
2. The price will be firm during the pendency of contract. Bidders should submit an undertaking as per the format in Annexure –A.
3. Taxes as applicable will be reimbursed in addition to the unit basic price as finalized in the tender.
4. Past performance of the bidder will be considered during evaluation of bids.

  
 For SAIL RITES Bengal Wagon Industry Pvt. Ltd.

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

Reference no.....

Date.....

To

Deputy General Manager/Purchase

SAIL RITES Bengal Wagon Industry Pvt. Ltd.

P.O-Kulti, Dist-Paschim Bardhaman

West Bengal, Pin-713343


Sub: Undertaking for manufacturing of taper plates by Plasma Cutting and machining for BOXNHL, Design-D (MBS) wagons at SRBWIPL Factory, Kulti with firm rate without any escalation during pendency of contract.

Ref: SRBWIPL/Taper Plate/186 BOXNHL/222/2022-23/01, Date 06.02.2023

I do hereby declare that the quantity ordered against the contract manufacturing of taper plates by Plasma Cutting and machining for BOXNHL, Design-D (MBS) wagons will be executed by us with the agreed basic price plus applicable taxes during the pendency of contract stipulated in the tender document.

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

Signature of Authorized Signatory of Firm  
with company seal.

  
06/02/2023

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

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. &amp; Date: \_\_\_\_\_

**I/We the undersigned, declare that:**

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

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

I/We

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

or

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


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

Signature &amp; designation of authorized person of the Bidder

Corporate Seal

Dated on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_ (Date of signing)

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

  
08/02/2023

**(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 SRBW IPL) 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 SRBW IPL and ..... (Name of firm) for engagement of contractor for manufacturing of taper plates by Plasma Cutting and machining for BOXNHL (MBS), Design "D" Wagons at SRBW IPL Factory, Kulti (hereinafter Called the "The said letter of Acceptance/Agreement") of performance guarantee for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said letter of Acceptance, on production of Bank Guarantee for ..... (Rupees only),

1. We, ..... (Indicate the name of the bank) (hereinafter referred to as "The Bank") at the request of ..... (contractor (s) do hereby undertake to pay to SRBW IPL an amount not exceeding ..... against any loss or damage caused to or suffered or would be caused to or suffered by the SRBW IPL 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 SRBW IPL stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the SRBW IPL 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 SRBW IPL any money so demanded not withstanding 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 SRBW IPL under or by virtue of the said letter of Acceptance/Agreement have been fully paid and its claims satisfied or discharged or till SRBW IPL 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 SRBW IPL that the SRBW IPL 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 SRBW IPL or any indulgence by SRBW IPL 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 SRBW IPL in writing.

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

Witness:

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

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

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

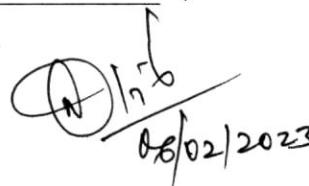
\_\_\_\_\_  
(Full Name & official Address)

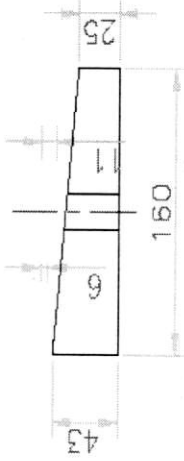
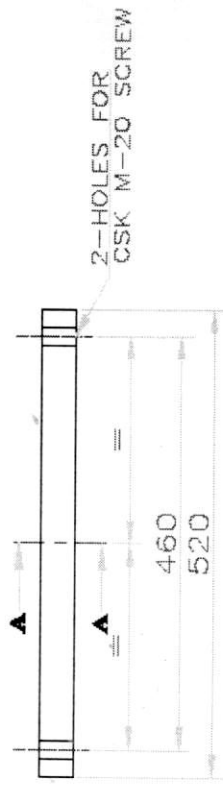
\_\_\_\_\_  
(Full Name)

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

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

(Signature & Stamp of Tenderer)





SECTION -AA

5. BOLSTER TAPER PLATE

DESCRIPTION OF THE SUB-COMPONENT :

REF. R.D.S.O. DRG. NO. : WD-05034 S-15 (ALT. 7)  
ITEM NO. : 5  
MATERIAL & SPECIFICATION : IRS-M44  
NO. OFF PER WAGON. : 4  
WEIGHT OF ONE : 29.39 Kg.

SAIL RITES BENGAL WAGON INDUSTRY PVT. LTD. WAGON TYPE - E005H11(ENR05)		BOLSTER TAPER PLATE	
DATE	REV	DATE	REV
DESIGNED	CHECKED	DESIGNED	CHECKED
DATE	DATE	DATE	DATE
SAIL RITES BENGAL WAGON INDUSTRY PVT. LTD.		SAIL RITES BENGAL WAGON INDUSTRY PVT. LTD.	
WAGON TYPE - E005H11(ENR05)		WAGON TYPE - E005H11(ENR05)	
REF: WD-05034 S-15		REF: WD-05034 S-15	
ALT. 7		ALT. 7	

ALL DIMENSIONS ARE IN MM.

ALT.	ITEM	REMARKS	DESCRIPTION	DATE	INITIALS

(Signature & Stamp of Tenderer)