

**SAIL RITES BENGAL WAGON INDUSTRY PRIVATE LIMITED (SRBWIPL)**  
(A Joint Venture Company of SAIL and RITES)  
CIN: U352000DL2010PTC211955  
Regd Office: Scope Minar, Laxmi Nagar, New Delhi – 110092  
Admin Office & Works: Kulti, Dist: Paschim Bardhaman, WB, PIN: 713343  
e-mail address: purchase.srbwipl@gmail.com

Tender No. SRBWIPL/GATX/Back Stop/189 Wagon/204/2022-23/01  
Date 04.02.2023

Tender document fee Rs 1,000.00

Sub: Limited tender for procurement of 756 nos. of Back Stop suitable for 186 Nos. of BOXNHL, Design-D (MBS) wagons and 03 Nos. of BVCM Wagon.

Last Date & Time of Submission: By 12:00 PM on 17.02.2023  
Date & Time for opening of tender: At 12:30 PM on 17.02.2023

*"Sealed tenders in single packet System is invited from RDSO registered vendors for supply of 756 Nos of Back Stop, Conforming to RDSO Drawing No. W/BD-699 with latest alteration for 186 nos of BOXNHL, (MBS) Design – D wagons and 03 nos of BVCM wagon and the materials have to be delivered to SRBWIPL, Kulti."*

Annexure – I: Schedule Of Requirement  
Annexure – II: Instruction To The Bidders & General Conditions of Contract.  
Annexure – III: Special Terms And conditions  
Annexure – IV: Price Bid Format

- 1.0 The bidders are required to submit their offers in a sealed envelope and should submit the bids on or before last date & time of submission as specified in the tender document.
- 2.0 The bidders are required to super scribe the tender number, due date of submission & opening on the envelope and address the same to the DGM/Purchase, SRBWIPL, P.O-Kulti, Dist-Paschim Bardhaman, WB, Pin-713343.
- 3.0 Bidders must enclose the documentary evidence in support of proof as mentioned in the tender document.
- 4.0 All other terms and conditions will be as per general & special terms and conditions detailed in the tender document.
- 5.0 Tender without tender fee will be summarily rejected. Tender fee & EMD may be submitted in the form of DD drawn on the name of M/s. SAIL RITES BENGAL WAGON INDUSTRY PVT. LTD. payable at Kulti or may be remitted to the following bank account.
  - a) Name of the Bank : State Bank of India
  - b) Branch Name & Address : SME Branch, UG Floor, Ozone Plaza, Bank More, Dhanbad
  - c) IFS Code : SBIN0006541
  - d) Branch Code : 06541
  - e) Account No : 37814705436
- 6.0 The offers may be dropped in the tender box or may be sent through the registered post but it must reach within 12:00 PM of 17.02.2023 and no offer will be accepted after the closure of tender box in whatsoever mode of receipt.
- 7.0 In the event of SRBWIPL's office remaining closed on the day of opening of tender for any unforeseen reason, 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.

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.

 04.02.23

## Schedule of Requirement

| Sl No | Description | Specification                                     | UOM | Quantity |
|-------|-------------|---------------------------------------------------|-----|----------|
| 1     | Back Stop   | RDSO Drawing No: W/BD-699 with latest alteration. | Nos | 756      |

## Note:

1. Past supply performance to SRBWIPL will be considered during evaluation of bids.
2. Only RDSO registered vendors as per the latest RDSO Vendor Directory are technically eligible to quote. Offers received from vendors who are not registered under RDSO will be rejected.
3. Latest alteration in drawings will be applicable.
4. Latest amendment in specifications will be applicable.
5. The past supply performance of the vendor will be taken into consideration while evaluation of offers.

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.

 04.02.23

## Instruction to the Bidders and General Conditions of Contract

**1.0 CONTENT OF BIDS****1.1 Bid Shall Contain The Following**

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

**1.2 Price Bid Should 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 Unit Rate & Total Price as per scope of supply detailed in Part-I shall be quoted in "Price Bid" in Annexure - IV.
- 2.2 Based on the uniform codification system introduced by Govt. of India under GST regime, GST rate prevailing on the date of supply as notified for the materials 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.

**2.3 Income Tax Deduction u/s 194Q**

- A As per the section 194Q of Income Tax Act (1961), the buyer of goods is liable to deduct Tax deducted at source ('TDS') on the amount exceeding Rs. 50 lakhs in case the turnover, total sales or gross receipts of the buyer exceeds Rs. 10 crores during the financial year immediately preceding the financial year in which the purchase of goods is carried out. Hence non-compliance of above provision, with effect from 1<sup>st</sup> July 2021, we shall be deducting TDS under section 194Q at the rate of 0.1% on the amount of purchases made during the year. **"Buyer have to provide proof of valid PAN else TDS will be deducted at higher rate of 5% or as per the rate notified by the Income Tax department from time to time."**

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

- B Provision of section 206 AB declaration.

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

- 3.1 For the RDSO approved source, Earnest Money / Bid Security may be exempted on submission of documentary evidence like RDSO vendor registration certificate.
- 3.2 The units registered with SSI, NSIC, MSME may be exempted from submission of EMD on production of documentary evidence.
- 3.3 If the bid security is exempted for any bidder then the bidder has to submit a Bid Security Declaration as per the format specified in Annexure- "A".

**4.0 Security Deposit**

- 4.1 Security deposit equivalent to three (3) percent of the total contract value shall have to be deposited by the successful Bidder within 15 days of receipt of LOA / Purchase order in the form of (a) Demand draft in favor of SAIL RITES BENGAL WAGON INDUSTRY PRIVATE LIMITED Payable at KULTI or (b) Bank guarantee as per format provided by SRBWIP which should be valid till completion of contract. The Security deposit shall bear no interest and will be forfeited for non-performance of the contract by the successful bidder. However security deposit may be waived for SSI Unit registered with NSIC, MSME, PSU units, DGS&D. The Security deposit may also be waived for RDSO approved vendor, proprietary items, original equipment supplier.
- 4.2 The company (SRBWIP) shall be entitled and shall be lawful on its part to forfeit the said security deposit 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 security deposit any loss or damage which the company may suffer or be put to by reason due to any act or other default, recoverable by the company from the 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 security deposit at its original limit by making further deposit, provided further that the company shall be entitled to recover such claim from any sum then due or which at any time thereafter may become due to the contract under this or any other contract with the company.
- 4.3 On due performance and completion of the contract in all respect the security deposit may be returned after 3 (Three) months of successful execution of the full ordered quantity to the Supplier without any interest on certification of concerned department.

**5.0 Documents-Privacy & Confidentiality**

The Supplier shall treat the work order and everything therein as private & confidential and shall not publish or issue to any third party any information, drawing, documents or photographs concerning the work and shall not use the site for the purpose of advertising except with our prior written consent.

**6.0 Delivery terms**

- 6.1 Delivery of materials should commence from February, 2023 onwards. The required quantities per month will be based on the progress of execution of work which will be informed by our material management department.
- 6.2 DM number should be mentioned in tax invoice and the tax invoice should be sent along with the DM copy.
- 6.3 Each lot should be delivered with the original tax invoice along with the original DM paper issued by the RDSO.

*Signature*  
04.02.23

## 7.0 Delivery Period

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

## 8.0 Payment Terms

- 8.1 Payment will be made within 30 days from the date of receipt of material at SRBWIP, Kulti along with Tax invoice and relevant documents i.e DM papers.
- 8.2 For any deviation of payment terms as per tender document, the quoted price of the bidder will be evaluated by escalating the quoted price suitably considering the current lending rate of interest of State Bank of India.
- 8.3 Supplier has to submit GST compliant invoice and challan (if any) to the authorities mentioning its GSTIN.
- 8.4 Supplier has to submit compliance regarding documentation / monthly returns so as to ensure availing Input Tax Credit (ITC) by SRBWIP, failing which SRBWIP will deduct the resultant amount.
- 8.5 SRBWIP reserves the right to keep the payment of GST amount to the party on hold till the receipt of ITC by SRBWIP is ensured.
- 8.6 The payment will be made through account payee cheque in the name of the firm/RTGS/Online.

## 9.0 Mode of Despatch

- 9.1 Mode of dispatch: By road transport on door delivery basis.
- 9.2 Date of delivery would be the date of receipt of material at the Consignee's end (SRBWIP Factory, Kulti)
- 9.3 Freight should be included in the price, freight should not be mentioned separately and no extra amount towards freight will be paid by SRBWIP.
- 9.4 Transit risk / Insurance cover while the material is in transit will be borne by the supplier.

## 10.0 Distribution of tendered quantity: -

- 10.1 The tendered quantity will be distributed amongst three bidders in the ratio of 50:30:20 between the L1, L2 & L3 bidder respectively subjected to acceptance of L1 price by the other bidders.
- 10.2 The counter offer may given to L2 & L3 bidders and if L2 & L3 bidders does not accept the L1 rate than counter offer may given to L4 bidder and so on.
- 10.3 In case there are two bidders only than tendered quantity may be distributed in the ratio of 60:40 subjected to match the L1 price.
- 10.4 If the other bidder does not accept the L1 price than 100% tendered quantity may be award to L1 bidder.
- 10.5 However M/s SRBWIP management reserves the right to distribute the tendered quantity in the suitable ratio at the discretion of the management without assigning any reason for greater interest of the company.

## 11.0 Inspection

Inspection of materials will be carried out by RDSO and the materials should be delivered with inspection certificate and relevant material test certificate duly reviewed by RDSO. Inspection charges will be borne by supplier. The cost of test at Government Test House or other institutions will be on the supplier's account.

## 12.0 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.

## 13.0 OTHER TERMS & CONDITIONS

- 13.1 **Firm Rate:** Quoted rates shall remain FIRM during pendency of contract and no escalation will be allowed. Bidders are requested to submit a declaration as per format annexed with price bid.
- 13.2 **Paying Authority:** CEO/CFO or the authorized representative of the accounts department as delegated by the competent authority.
- 13.3 **Certifying Authority:** DGM/MM/SRBWIP/Kulti or the authorized representative of the concerned department as delegated by the CEO of SAIL RITES Bengal Wagon Industry Pvt. Ltd. Kulti.
- 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 **Validity of offer:** The offer should remain valid for 90 (Ninety) days from the opening date of tender.
- 13.6 **Quantity Variation Clause:** SRBWIP management reserves the right to exercise quantity variation clause @  $\pm 30\%$  of the order at the same rate and terms within the currency of the contract and the supplier will be bound to accept the repeat order.
- 13.7 **Termination of Contract and Risk Purchase:** In case of abnormal delays (beyond the maximum delivery period) in supplies / defective supplies or non-fulfillment of any other terms and conditions given in Purchase Order or variation of quantity of order, SRBWIP may cancel the Purchase Order in full or part thereof, and may also make the purchase of such material from elsewhere / alternative source at the risk and cost of the supplier. SRBWIP will take all reasonable steps to get the material from alternate source at optimum cost. If bidder does not agree to the above Risk Purchase Clause, SRBWIP reserves the right to reject the offer. In case for compelling reasons SRBWIP accepts the offer without acceptance of this clause by the bidder and in the eventuality of Risk Purchase, appropriate action will be taken for invocation of Risk Purchase clause from the pending bills, SD, PBG or other dues if any from SRBWIP. This will be without prejudice to any other right of SRBWIP under the contract.
- 13.8 Tender documents required to be submitted in physical mode only. Bidder sending tender by post will do so, solely on their own risk and SRBWIP will not be responsible for any loss in transit or postal delay.
- 13.9 Incomplete tender or tenders submitted with qualified condition(s) at variance with special as well as general terms & conditions / instruction to bidders of this tender are liable to be rejected summarily.
- 13.10 Bidder shall have no right to issue Addenda to tender documents to qualify, amend supplement or delete any of the conditions, clauses or items therein after submission of the tender at SRBWIP.

(Signature & Stamp of Bidder)

04.02.23



- 13.11 The Bidder (henceforth shall be called as Supplier) should strictly abide by the company's rule, regulation, and instruction issued from time to time in respect of all matters.
- 13.12 All rates, price in the tender form should be quoted both in figures and in words. Tenders containing over written or erased rates are liable to be rejected.
- 13.13 The tender may be withdrawn/discharged at any point of time duly recording reason thereof in writing by the Competent Authority and without assigning the reasons to general public.
- 13.14 The Corrigendum /addendum may be added with the approval of the Competent Authority before opening of the tender.
- 14.0 GST CLAUSES:**
- 1.0 For the purposes of levy and imposition of GST, the expressions shall have the following meanings: a) GST - means any tax imposed on the supply of goods and/or services under GST Law. b) Cess - means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017. Page 28 of 85 c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
- 2.0 The rates quoted by the Vendor/Supplier/Contractor shall be inclusive of all taxes, duties, levies and Cess except GST. Vendor/Supplier/ Contractor has to clearly show the amount of GST separately in the Tax Invoices raised by them. Further, it is the responsibility of the Vendor/Supplier/Contractor to make all possible efforts to make their accounting and IT system GST compliant in order to ensure timely availability of Input Tax Credit (ITC) to SRBWIPL.
- 3.0 SRBWIPL shall declare in the Tender about value / estimated value of free issue of material and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by SAIL and used by Vendor/Supplier/ Contractors and the consideration for which is recovered by SRBWIPL in the form of reduction in the value of invoice raised by Vendor/Supplier/ Contractor, then SRBWIPL will raise GST invoices on such transactions and the same will be borne by Vendor/Supplier/Contractor.
- 4.0 Evaluation of L-1 prices shall be done based on landed cost net of Input Tax Credit of GST, if available to SRBWIPL. SRBWIPL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the Vendor/Supplier/Contractor for additional payment/liability shall not be admitted and has to be borne by the Vendor/Supplier/Contractor.
- 5.0 For the purpose of this contract, it is agreed between the parties that if any new taxes, duties or levies other than GST is introduced subsequent to the final date of submission of tender or reverse auction by the Central/State Government & Local Authorities and such new taxes, duties or levies become payable, then an equitable adjustment on account of new taxes, duties or levies in the contracted price shall be made which shall be subject to the production of documentary evidence by the Vendor/ Supplier/Contractor. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows: a. If input tax credit (ITC) is available, the adjustment in contract price for such new tax shall be made. b. In other cases (i.e. where tax credit is not available), adjustment in contract price shall be made only if the new tax is enacted during the period of extension arising out of reasons attributable to RMD.
- 6.0 In case of variation (increase/decrease) in the rate of GST after the final date of submission of tender or reverse auction, the said revised rate shall be reimbursed or recovered on production of relevant statutory documentary evidence. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows: a. If input tax credit (ITC) is available, the said revised rate shall be reimbursed or recovered. b. In other cases (i.e. where input tax credit is not available), the said revised rate shall be reimbursed only if the reasons for extension of the contract is attributable to SRBWIPL. In any case, recovery shall be made in case of a downward variation in the rate of tax.
- 7.0 Vendor/Supplier/Contractor agrees to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and/or acceptance or rejection of credit notes/debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by SRBWIPL in the customized format shared by SRBWIPL in order to enable SRBWIPL to update its database, etc. that may be necessary to match the invoices on GSTN common portal and enable SRBWIPL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
- 8.0 In case Input Tax Credit of GST is denied or demand is made on SRBWIPL by the Central/State Authorities on account of any non-compliance by Vendor/Supplier/Contractor, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify SRBWIPL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. SRBWIPL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the Vendor/Supplier/Contractor and /or also from any sum payable to the contractor by any other SAIL Plant or Unit.
- 9.0 Vendor/Supplier/Contractor shall maintain high GST compliance rating track record at any given point of time.
- 10.0 Vendor/Supplier/Contractor is required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in Section 171 of the CGST Act relating to Anti-Profitteering Measure and the relevant provisions of GST Law.
- 11.0 Vendor/Supplier/Contractor shall avail the most beneficial Notifications, abatements, exemptions etc, if any, as applicable for the supplies under the Goods and Service Tax Act.
- 12.0 Any recovery or payment from the contractor for allotment of land or provision of water, etc, and for provision of any service(s) to the contractor by the Purchaser on chargeable basis or any other recovery under any clause of this NIT, then such recovery or payment from the contractor shall be subject to levy of GST (as applicable as per prevailing GST Laws) on the amount of recovery to be made or payment to be collected from the contractor, However such charge of GST over and above the amount of recovery or payment due shall be available for credit benefit as Input Tax Credit for GST in the hands of contractor.

*04.02.23*

**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 shall provide roadworthy packing of goods to prevent their damage or deterioration during transit to the final destination. The packing shall be sufficient to withstand without limitation 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.

**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.

*04.02.23*

## Price Bid Format

| Sl No | Description                                                               | UOM | Qty | Basic Rate/No (Rs.) |          |
|-------|---------------------------------------------------------------------------|-----|-----|---------------------|----------|
|       |                                                                           |     |     | In figures          | In Words |
| 1     | Back Stop Conforming to RDSO Drawing No: W/BD-699 with latest alteration. | Nos | 756 |                     |          |

## Note:

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

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.

  
 04.02.23

(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 supply of Back Stop for BOXNHL Design-D (MBS) and BVCM wagons with firm price without any escalation during pendency of contract.

Ref: SRBWIPL/GATX/Back Stop/189 Wagon/204/2022-23/01, Date 04.02.2023

I do hereby declare that the ordered quantity of Back Stop, Conforming to RDSO Drawing No. W/BD-699 with latest alteration for BOXNHL,(MBS) Design – D and BVCM wagons” will be supplied 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

*04.02.23*



**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\_\_\_\_\_ (Insert date of signing)

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

*By* 04.02.23

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

I ..... (Name and Designation) appointed as the attorney/authorized signatory of the bidder (including its constituents) M/s ..... (Herein after called the bidder) for the purpose of the Tender Documents for ..... as per the Tender No. SRBWIP/L/GATX/Back Stop/189 Wagon/204/2022-23/01, Dated 04.02.2023 (SAIL RITES BENGAL WAGON INDUSRY PVT. LTD), do hereby solemnly affirm and state on the behalf of the bidder including its constituents as under:

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

Place:  
Date:

SEAL AND SIGNATURE OF  
THE BIDDER

*[Signature]* 04.02.23