

**SAIL RITES BENGAL WAGON INDUSTRY PRIVATE LIMITED (SRBWIPL)**

**(A Joint Venture Company of SAIL and RITES)**

**CIN: U35200DL2010PTC211955**

**Regd Office: Scope Minar, Laxmi Nagar, New Delhi - 110092**

**Admin Office & Works: Kulti, Dist: Paschim Bardhaman, WB, PIN: 713343**

**e-mail address: purchase.srbwipl@gmail.com**

Tender No: SRBWIPL/IMS/24-25/01

Date 31<sup>st</sup> December, 2024

Tender Document Fee Rs 2,000.00

Sub: Open Tender for Consultancy, Counselling, Auditing & Certification of Integrated Management System (IMS) Which Addresses ISO 9001 (QMS), ISO 14001 (EMS) & OHSAS 45001: 2018 at SAIL RITES Bengal Wagon Industry Pvt. Ltd. Kulti Dist. Burdwan Pin- 713343 West Bengal along with 02 Surveillance Audit & preparation/modification of Quality Manual, procedure manual, other related policy w.r.t. IMS certification.

Last Date & Time of Submission: By 12:00 PM on 13.01.2025

Date & Time for opening of Technical bid: At 12:30 PM on 13.01.2025

Sealed Tenders are invited from eligible firm in Two Packet System for Consultancy, counselling, auditing & NABCB accredited certification of Integrated Management System (IMS) which addresses ISO-9001 (QMS), ISO-14001 (EMS) & OHSAS 45001: 2018 at SAIL RITES Bengal Wagon Industry Pvt Ltd, Kulti, W.B. In order to ensure NABCB accredited certificate of EMS, QMS & OHSAS as well as to uplift the standard of Working Environment to improve the manufacturing process and reliability of maintenance of Machinery and Plants, to ensure pollution free environment and to ensure occupational Health and Safety Management System.

- i) Annexure - I: Scope of Work
- ii) Annexure - II: Instruction to Bidders
- iii) Annexure - III: Special Terms and conditions
- iv) Annexure - IV: Price Bid Format

- 1) Tenderer are required to submit their offers in sealed envelope, and to be submitted on or before last date & time of submission specified in the tender document.
- 2) Tenderer are required to super scribe the tender number, due date of submission & opening on the face of envelope and address the same to Dy. General Manager/Purchase/ SRBWIPL/ Kulti, P.O-Kulti, Dist-Paschim Burdhaman, Pin-713343, W.B.
- 3) Bidders must enclose the documentary evidence in support of proof as mentioned in the tender document
- 4) Tender without tender document fees will be summarily rejected. Tenderer must enclose the **tender fees of Rs. 2000/- and EMD of Rs. 10,000/-** in the form of DD drawn in favour of 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

- 5) Technical bid along with Tender document fees and EMD to be submitted in a separate envelope and price bid to be submitted in another envelope. Both the envelopes to be put together in a common envelope. Price bid will be opened for the techno commercially eligible firm and date to be communicated after scrutinizing the Techno commercial bid.
- 6) All other terms and conditions will be as per general & special terms and conditions detailed in the tender document.
- 7) 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 in whatsoever mode of receipt.
- 8) In the event of the office remaining closed on the day of the opening of the tender 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 the presence of the bidders who would like to be present.

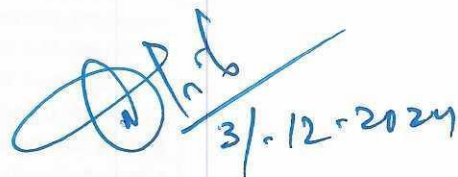
**9) Contact Details of the Bidder**

(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: \_\_\_\_\_

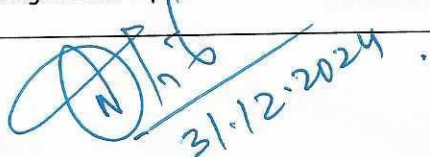


(Signature & Stamp of Tenderer)

SCOPE OF WORK

IMPLEMENTATION & CERTIFICATION of IMS:- DETAILED SCOPE OF WORK FOR TRAINING, PREASSESSMENT AND CERTIFICATION TOWARDS IMS (consisting ISO-9001 (QMS), ISO-14001 (EMS) & OHSAS 45001-2018).

SI No	NAME OF TRAINING/AUDIT	SCOPE OF WORK
01	Implementation of IMS Training (including trg. for preparation of manuals, procedures, work instruction, forms & formats)	<ol style="list-style-type: none"> <li>1. Introduction to IMS (ISO 9001:2015, ISO 14001:2015 &amp; OHSAS 45001:2018)</li> <li>2. Benefit of IMS.</li> <li>3. Introduction to Requirements (Clauses) of the IMS Standards.</li> <li>4. Preparation &amp; Introduction to Documentation structure. <ul style="list-style-type: none"> <li>• IMS, QMS &amp; procedure Manual</li> <li>• Policy and planning for Quality, Environment &amp; Occupational Health &amp; safety through Quality Planning, Initial Environmental Review/Initial Environment Assessment (Aspect/Impact study) and HIRA by applying PROCESS &amp; RISK BASED APPROACH.</li> <li>• Identification of Legal Requirements &amp; other requirements.</li> <li>• Identification of Significant factors and its performance indicators.</li> <li>• Objective setting and management program.</li> <li>• Process and Procedure development.</li> <li>• To evolve operational control procedures and emergency response plans.</li> <li>• To develop &amp; implement OHSAS Management System.</li> <li>• To carry out Hazard Identification and Risk Assessment.</li> <li>• To evolve operational control procedures and emergency preparedness &amp; response plan.</li> </ul> </li> <li>5. Implementation of the Documented &amp; planned activities.</li> <li>6. Implementation of Monitoring &amp; Measurement of Performance Indicators.</li> <li>7. Implementation conduct of Management Reviews.</li> <li>8. Active participation for making manuals etc by providing every possible assistance.</li> </ol>
02	Conduct pre assessment audit to check adequacy	<ol style="list-style-type: none"> <li>1. The assessment of the documents to be done prior to the scheduled stage I audit to provide a better focus on the scope of audit. The adequacy of the management system documentation with respect to implementation is reviewed during the assessment and if found deficient appropriate comments are communicated to the auditee through report.</li> <li>2. Evaluate the client's location and site-specific conditions.</li> <li>3. Collect necessary information regarding the scope of the management system, process and location(s) of the client, and related statutory and Regulatory aspects and compliance (e.g. quality, environmental, legal aspects of the client's operation, associated risks, etc.)</li> <li>4. To identify gaps within the system and communicate to the audit through report.</li> </ol>
03	Conduct certification Audit.	<p><b>Stage 1</b></p> <ol style="list-style-type: none"> <li>1. Audit the client's management system documentation.</li> <li>2. Evaluate the client's location and site-specific conditions and to undertake discussions with the client's personnel to determine the preparedness for the stage 2 audit.</li> <li>3. Review the client's status and understanding regarding requirements of the standard, in particular with respect to the identification of key performance or significant aspects, processes, objectives and operation of the management system.</li> <li>4. Collect necessary information regarding the scope of the management system, processes and locations(s) of the client and related statutory and regulatory aspects and compliance (e.g. quality, environmental, legal aspects of the client's operation, associated risks, etc.)</li> <li>5. Review the allocation of resources for stage 2 audit and agree with the client on the details of the stage 2 audit.</li> <li>6. Provide a focus for planning the stage 2 audit by gaining a sufficient understanding of the client's management system and site operations in the context of possible significant aspects.</li> </ol>





		<p>7. Evaluate if the internal audits and management review are being planned and performed and that the level of implementation of the management system substantiates that the client is ready for the stage 2 audit. Stage 1 audit shall be carried out at the client's premises in order to achieve the objectives stage above.</p> <p>8. Stage 1 audit findings shall be documented and communicated to the client, including identification of any areas of concern that could be classified as non conformity during the stage 2 audit.</p> <p><b>Stage 2</b></p> <p>1. Information and evidence about conformity to all requirements of the applicable management system standard or other normative document.</p> <p>2. Performance monitoring, measuring, reporting and reviewing against key performance objectives and targets (consistent with the expectations in the applicable management system and performance as regards legal compliance.</p> <p>3. The client management system and performance as regards legal compliance.</p> <p>4. Operational control of the client's processes.</p> <p>5. Internal auditing and management review.</p> <p>6. Management responsibility for the client's policies.</p> <p>7. Links between the normative requirements, policy, performance objectives and targets (consistent with the expectations in the applicable management system standard or other normative document), any applicable legal requirements, responsibilities, competence of personnel, operations, procedures, performance data and internal audit findings and conclusions.</p>
04	Two no. Surveillance audits after completion of each year.	<p>Surveillance activities shall include on-site audits assessing the certified client's management system's fulfilment of specified requirements with respect to the standard to which the certification is granted. Surveillance audits are on-site audits but are not necessarily full system audits, and shall be planned together with the other surveillance activities so that the certification body can maintain confidence that the certified management system continues to fulfil requirements between re-certification audits. The surveillance audit programme shall include at least.</p> <p>i. Internal audits and management review.</p> <p>ii. A review of actions taken on nonconformities identified during the previous audit, treatment of complaints.</p> <p>iii. Effectiveness of the management system with regard to achieving the certified client's objectives, e) progress of planned activities aimed at continual improvement.</p> <p>iv. Continuing operational control.</p> <p>v. Review of any changes and</p> <p>vi. Use of marks and/or any other reference to certification.</p>

For SAIL RITES Bengal Wagon Industry Pvt Ltd

  
 31.12.2024  
 Navneet Kr Jha  
 (DGM/Purchase)

(Signature & Stamp of Tenderer)

**INSTRUCTION TO BIDDERS****1.0 CONTENT OF BIDS****1.1 Technical Bid shall contain the following:-**

- a) Documentary evidence in support of Eligibility criteria.
- b) Trade License from concerned authorities.
- c) Certificate copy for Documentary evidence of QCI approved consultant.
- d) Professional Tax registration certificate from concerned authorities.
- e) Copy of I.T Clearance certificate/PAN number.
- f) 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.
- g) Copy of GST registration.
- h) Self attested copy of PL account for the last three years (2021-22, 2022-23 & 2023-24)
- i) List of personnel proposed to be engaged with their qualification and experience.

**1.2 Price Bid shall contain the following :-**

- a) Price Bid duly filled and signed & stamped.
- b) Details of all taxes, duties applicable must be furnished.

**1.3 Qualification Criteria:****I Technical Qualification**

- a. The vendor should have an experience of work of similar nature to any Govt., Private or PSU Unit within last seven financial years (2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23 & 2023-24).  
Documentary evidence like work order along with completion certificate or performance certificate should be submitted with the techno- commercial bid.

- b. The vendor should have completed at least 3 contracts 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 1.15 Lac. each.

Or

The vendor should have completed at least 2 contracts 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 1.44 Lac. each.

Or

The vendor should have completed at least 1 contract 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 2.31 Lac.

**II Financial qualification**

- a. The firm should have average annual turnover of Rs 86.7 Thousand during the financial years (2021-22, 2022-23 & 2023-24).

Self attested audited Balance Sheet, P&L Account Statement and Trading Account Statement should be submitted along with the techno commercial bid.

**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 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 respective HSN code shall be applicable for reimbursement by the buyer in addition to the unit basic price as finalized in the tender.

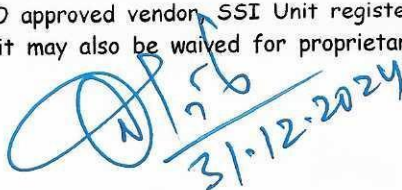
**3.0 EARNEST MONEY DEPOSIT(EMD)**

- 3.1 The units registered with SSI units registered with NSIC may be exempted from submission of EMD on production of documentary evidence.

**4.0 SECURITY DEPOSIT**

- 4.1 Security deposit equivalent to five (5) percent of the total contract value shall have to be deposited by the successful tenderer within 15 days of receipt of LOA / Work order in the form of (a) Demand draft in favour of SAIL RITES BENGAL WAGON INDUSTRY PRIVATE LIMITED Payable at KOLKATA or (b) Bank guarantee as per format provided by SRBWIPL valid till completion of contract. Security shall bear no interest and will be forfeited for non-performance of the contract by the successful tenderer. However security deposit may be waived for RDSO approved vendor, SSI Unit registered with NSIC, PSU units, DGS&D approved sources. Security deposit may also be waived for proprietary items, original equipment supplier.

(Signature &amp; Stamp of Tenderer)





- 4.2 The company (SRBWIPL) 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 contractor in the fulfillment or performance in all respects of the contract under reference or any other contract with the company or any part thereof to the satisfaction of the company and the company shall also be entitled to deduct from the said security deposit any loss or damage which the company may suffer or be put to by reason due to any act or other default, recoverable by the company from the contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the contractor to maintain the said security deposit at its original limit by making further deposit, provided further that the company shall be entitled to recover such claim from any sum then due or which at any time thereafter may become due to the contract under this or any other contract with the company.

- 4.3 On due performance and completion of the contract in all respect the security deposit will be returned to the contractor without any interest on certification of concerned department.

**5.0 Eligibility criteria of the tenderer:**

The eligibility criteria of the tenderer are as follows:

- 5.1 The firm should be ISO certified.  
5.2 Consultant have to be QCI certified.  
5.3 The firm should have done the NABCB accredited ISO certification consultancy work preferably in other Govt. department or Production Units of the Public Sector undertakings.  
5.4 The firm should indicate the name of certifying agency who are recognized internationally to issue such certificate.  
5.5 Tenderer should have completed at least one work of similar nature in the last three financial years and the current financial year up to the date of opening of the tender.

**Documentary evidences as per eligibility criteria and satisfactory performance certificate must be submitted along with technical offer. In absence of these, the offer is liable to be rejected.**

**6.0 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.

**7.0 Completion Period**

The job in question is to be completed in all respect (Certification of IMS, 1st surveillance Audit & 2<sup>nd</sup> Surveillance Audit) within a period of 26 (Twenty Six) months from the date of undertaking the job on hand by the successful tenderer. The phase-wise work and the completion time/period from the date of starting the work is under :-

- I. The System's Audit as well as other activities and awarding final certificate of Integrated Management System (IMS) - 02 months from the date of starting the job.  
II. 1st Surveillance Audit to be done then - Within One Year after final certification date of IMS.  
III. 2nd Surveillance Audit to be done then - Within Two Year after final certification date of IMS.

**N.B**

- Completion time will be calculated from the date of taking the job in hand.
- The job in question will have to be undertaken by the successful tenderer within 10 (Ten) days from the date of receipt of the valid work order.

**8.0 Payment Terms**

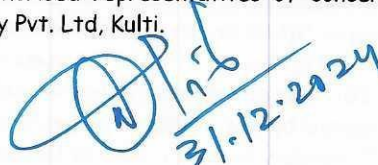
Stage wise payment will be done after successful completion of work in the following manner:

- a) 100% payment for item no. 01, 02 & 03 of the scope of work will be given within 30 days only after completion & receiving the Certificate awarded towards IMS and related documents.  
b) 100% payment for first surveillance Audit & 2nd Surveillance Audit will be done within 30 days after successful completion of each Surveillance Audit successively.  
c) The payment will be made through account payee cheque in the name of the firm/RTGS.  
d) 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.

**9.0 OTHER TERMS & CONDITIONS**

- 9.1 **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 tender document.  
9.2 **Paying Authority:-** CEO/CFO or his authorized representatives of Accounts Department as delegated by competent authority of SAIL RITES Bengal Wagon Industry Pvt. Ltd, Kulti.  
9.3 **Certifying Authority:-** CEO/SRBWIPL/Kulti or his Authorised representatives of concerned departments delegated by CEO of SAIL RITES Bengal Wagon Industry Pvt. Ltd, Kulti.

(Signature & Stamp of Tenderer)





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

**9.5 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 I The Factories Act, 1948 and (f) The Minimum Wages Act, 1948 and comply with the provisions of all other statutory labour legislation now in force and also that may be introduced in future and keep the company indemnified from any client which may raise by reason of his default either wishfully or by ignorance. If the tenderer failed to comply such acts/rules in any past contract, they shall in no way entail to participate in the present tender.

**9.6 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 Asst. 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.

**9.7 Validity of offer:-** The offer should remain valid for 90 (Ninety) days from the opening date of tender.

**9.8 Termination of Contract and Risk Purchase:-** In case of unsatisfactory performance, SRBWIPL reserves the right to cancel the P.O without prior notice and award the same or balance to any other agency at the risk and cost of contractor.

**9.9** No E- mail / FAX quotation will be accepted.

**9.10** Tenderer sending tender by post will do so, solely on their own risk and SRBWIPL will not be responsible for any loss in transit or postal delay.

**9.11** 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.

**9.12** 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 tenderer who may like to be present.

**9.13** 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 SRBWIPL.

**9.14** 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.

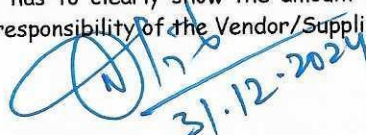
**9.15** All rates, price in the tender form should be quoted both in figures and in words. Tenders containing over written or erased rates are liable to be rejected.

**10.0 GST CLAUSES:**

**10.1** 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.

**10.2** 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

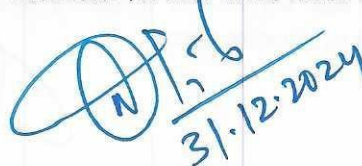
(Signature & Stamp of Tenderer)





- possible efforts to make their accounting and IT system GST compliant in order to ensure timely availability of Input Tax Credit (ITC) to SRBWIPL.
- 10.3 SRBWIPL shall declare in the Tender about value / estimated value of free issue of material and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by SAIL and used by Vendor/Supplier/ Contractors and the consideration for which is recovered by SRBWIPL in the form of reduction in the value of invoice raised by Vendor/Supplier/ Contractor, then SRBWIPL will raise GST invoices on such transactions and the same will be borne by Vendor/Supplier/Contractor.
- 10.4 Evaluation of L-1 prices shall be done based on landed cost net of Input Tax Credit of GST, if available to SRBWIPL. SRBWIPL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the Vendor/Supplier/Contractor for additional payment/liability shall not be admitted and has to be borne by the Vendor/Supplier/Contractor.
- 10.5 For the purpose of this contract, it is agreed between the parties that if any new taxes, duties or levies other than GST is introduced subsequent to the final date of submission of tender or reverse auction by the Central/State Government & Local Authorities and such new taxes, duties or levies become payable, then an equitable adjustment on account of new taxes, duties or levies in the contracted price shall be made which shall be subject to the production of documentary evidence by the Vendor/ Supplier/Contractor. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows: a. If input tax credit (ITC) is available, the adjustment in contract price for such new tax shall be made. b. In other cases (i.e. where tax credit is not available), adjustment in contract price shall be made only if the new tax is enacted during the period of extension arising out of reasons attributable to SRBWIPL.
- 10.6 In case of variation (increase/decrease) in the rate of GST after the final date of submission of tender or reverse auction, the said revised rate shall be reimbursed or recovered on production of relevant statutory documentary evidence. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows: a. If input tax credit (ITC) is available, the said revised rate shall be reimbursed or recovered. b. In other cases (i.e. where input tax credit is not available), the said revised rate shall be reimbursed only if the reasons for extension of the contract is attributable to SRBWIPL. In any case, recovery shall be made in case of a downward variation in the rate of tax.
- 10.7 Vendor/Supplier/Contractor agrees to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and/or acceptance or rejection of credit notes/debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by SRBWIPL in the customized format shared by SRBWIPL in order to enable SRBWIPL to update its database, etc. that may be necessary to match the invoices on GSTN common portal and enable SRBWIPL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
- 10.8 In case Input Tax Credit of GST is denied or demand is made on SRBWIPL by the Central/State Authorities on account of any non-compliance by Vendor/Supplier/Contractor, including non-payment of GST charged and recovered, the Vendor/Supplier/Contractor shall indemnify SRBWIPL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. SRBWIPL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the Vendor/Supplier/Contractor and /or also from any sum payable to the contractor by any other SAIL Plant or Unit.
- 10.9 Vendor/Supplier/Contractor shall maintain high GST compliance rating track record at any given point of time.
- 10.10 Vendor/Supplier/Contractor is required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on inputs as well as final goods by way of reduction of price as contemplated in Section 171 of the CGST Act relating to Anti-Profiteering Measure and the relevant provisions of GST Law.
- 10.11 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.
- 10.12 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.

(Signature & Stamp of Tenderer)

 31.12.2024



**SPECIAL CONDITIONS OF CONTRACT****1.0 GENERAL**

Successful tenderer shall ensure completion of job within the stipulated period in the order.

**2.0 ACTIVITY OF M/s SRBWIPL**

The Main Activities of M/s SRBWIPL are as follows:-

2.1	Fabrication of Wagon against Railway board order
2.2	Rehabilitation of Railway wagon
2.3	Shot blasting and painting of Wagons
2.4	Maintenance of Plant and machineries
2.5	Inventory Control
2.6	Purchase of Raw material
2.7	Bearing Mounting on Wheels
2.8	Railway Track maintenance inside plant
2.9	Railway Signal and Telecommunication Maintenance
2.10	Receiving and despatching of Railway Wagons
2.11	Recording of attendance of employees
2.12	Finance: Payment to vendor, Salary, Wages, establishment matter
2.13	Compliances of Customer complain

**3.0 IMPLEMENTATION & CERTIFICATION of IMS**

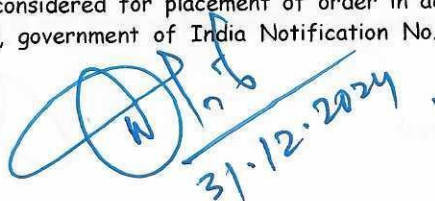
Item No	Description of work	Approx. No. of persons to be trained
1	Implementation of IMS training including trg. For preparation of manuals, procedures, work instructions, forms & formats procedures, work instructions, forms & formats	10
2	Conduct Pre-assessment Audit to check adequacy, shed infrastructure	NA
3	Conduct Certification Audit	NA
4	02 (Two) nos. Surveillance audits after completion of each year.	NA

**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 contractor 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 contractor 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 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.

 31.12.2024



PRICE BID FORMAT

Sl No	Description of work	Fees in Rs.	
		In fig.	In words
1	Implementation of IMS Training (including training for preparation of manuals, procedures, work instruction, forms & formats)		
2	Conduct Pre-assessment Audit to check adequacy, Factory infrastructure		
3	Conduct Certification Audit		
4	02 (Two) nos. Surveillance audits after completion of each year		

TOTAL FEE (Rupees \_\_\_\_\_ only)

**Note:**

1. Interse position will be determined on the basis of Total fees at SRBWIPL Factory, Kulti.
2. The rate will be firm during the pendency of Contract.
3. GST as applicable will be reimbursed by M/s SRBWIPL in addition to the basic fees as finalized in the tender.

*(Signature)*  
31.12.2024

(Signature & Stamp of Tenderer)



(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 Private Limited  
Kulti, Dist: Paschim Bardhaman  
West Bengal

Sub: Undertaking for Consultancy, Counselling, Auditing & Certification of Integrated Management System (IMS) along with 02 Surveillance Audit & preparation/modification of Quality Manual, procedure manual, other related policy w.r.t. IMS certification at SRBWIPL, Kulti with firm rate without any escalation during pendency of contract.

Ref: SRBWIPL/IMS/24-25/01, Dated 31.12.2024

I do hereby declare that the order for Consultancy, Counselling, Auditing & Certification of Integrated Management System (IMS) along with 02 Surveillance Audit & preparation/modification of Quality Manual, procedure manual, other related policy w.r.t. IMS certification at SRBWIPL, Kulti will be supplied by us with 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.

  
31.12.2024

Signature of Authorized Signatory of Firm  
with company seal



**Bid Securing 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. &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.

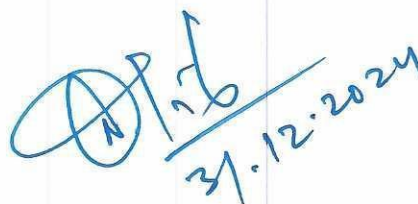
I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

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)



(Signature &amp; Stamp of Tenderer)

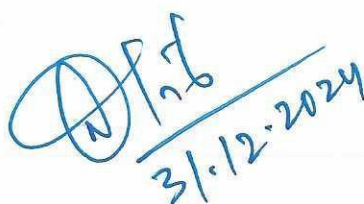


## FORMAT FOR UNDERTAKING TO BE SUBMITTED BY THE BIDDER ALONG WITH THE TENDER DOCUMENTS

I ..... (Name and Designation) appointed as the attorney/authorized signatory of the bidder (including its constituents) M/s ..... (Hereinafter called the bidder) for the purpose of the Tender Documents for ..... as per the Tender No. SRBWIP/IMS/24-25/01, Date 31.12.2024 (SAIL RITES Bengal Wagon Industry Pvt. Ltd.), do hereby solemnly affirm and state on 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 the 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 the 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 Industry Pvt. Ltd. and initiating any legal action as deemed fit by SAIL RITES Bengal Wagon Industry Pvt. Ltd., Further, I/We ..... (Name of the Bidder) and all my / our constituents understand that my / our offer shall be summarily rejected.
6. I/We also understand that at any time after the awarding of contract, if the certificate(s) submitted by me / us are found to be suppressing facts / false / forged / fabricated / fudged or incorrect, it may lead to termination of the contract, along with forfeiture of EMD / SD and Performance Guarantee if submitted, besides any other action provided in the contract including banning under the extant Guidelines for Banning of Business Dealing of SAIL RITES Bengal Wagon Industry Pvt. Ltd. and initiating any legal action as deemed fit by SAIL RITES Bengal Wagon Industry Pvt. Ltd.

Place:  
Date:

  
31.12.2024

SEAL AND SIGNATURE OF  
THE BIDDER

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

Integrity Pact Between:

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

**Preamble**

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

\_\_\_\_\_ with the successful bidder (s), as per organizational systems & procedures. The BUYER values full compliance with all relevant laws and regulations, and the principle of economical use of resources and of fairness and transparency in this relation with the BIDDER and/or CONTRACTOR.

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

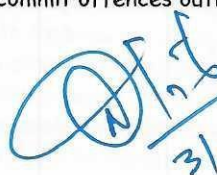
In order to achieve these goals, the principal cooperates with the renowned international Non-Governmental Organization "Transparency International" (TI). Following TI's national and international experience, the principal will appoint an External Independent Monitor who will monitor the tender process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

**Section 1 - Commitments of the Principal**

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

**Section 2 - Commitments of the Bidder/Contractor**

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

  
31.12.2024

(Signature & Stamp of Tenderer)



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

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

- (1) If the Bidder / Contractor has committed a transgression through a violation of Section- 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of damage. The exclusion will be imposed for a minimum of 6 months and a maximum of 3 years.
- (2) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent mega advice.
- (3) If the Bidder / Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.
- (4) A transgression is considered to have occurred if, in light of available evidence, no reasonable doubt is possible.

### **Section 4 - Compensation for Damages**

- (1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder the damages equivalent to the amount equivalent to Earnest Money Deposit or Bid Security, whichever is higher.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.
- (3) The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to the condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of liquidated damages, the Bidder Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

### **Section 5 - Previous Transgression**

- (1) The Bidders declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes an incorrect statement on this subject, he can be disqualified from the tendered processor the contract, if already awarded, can be terminated for such reason.

### **Section 6 -Equal treatment of all Bidders / Contractors**

- (1) The Bidder/ Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact and to submit it to the Principal before contract signing.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.
- (3) The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

### **Section 7 - Criminal charges against violating Bidders / Contractors**

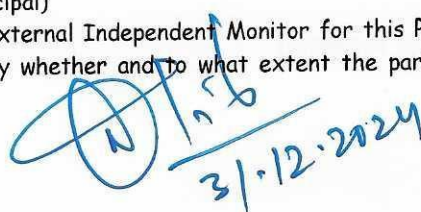
If the Principal obtains knowledge of the conduct of a Bidder, Contractor or of an employee or a representative or an associate of a Bidder, Contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

### **Section 8 - External Independent Monitor/ Monitors (2 nos. or depending on the size of the contract)**

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

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

(Signature & Stamp of Tenderer)





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

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

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

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that the pact in a specific manner, refrain from action or tolerate action.

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

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

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

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

#### Section 9 - Pact Duration

This pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by the competent authority of the Principal.

#### Section 10 - Other provisions

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

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

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

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

\_\_\_\_\_  
For the Principal  
(Official Seal)

\_\_\_\_\_  
For the Bidder / Contractor  
(Official Seal)

Place: \_\_\_\_\_

Witness: 1. \_\_\_\_\_

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

2. \_\_\_\_\_

(Signature & Stamp of Tenderer)

 31.12.2024



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

*(To be printed on the letterhead of the company and should be signed by the authorized person)*

Date .....

Tender No .....

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

Dear Sir/Madam,

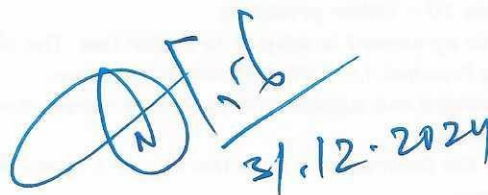
In line with the guidelines issued for compliance with Restrictions for Countries that share a land border with India as issued by the Govt. of India in July 2020.

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

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

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

(Signature and Stamp of the Bidder)



Bidder Name:

Address:

(Signature & Stamp of Tenderer)

(To be printed on the letter head of the company)

No:

Date:

To

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

Ref. Tender No. & Date: \_\_\_\_\_

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

Dear Sir,

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

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

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

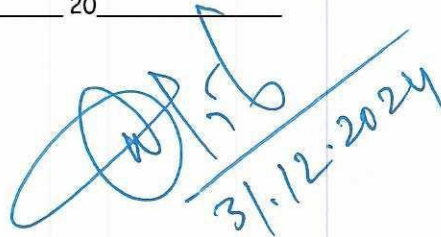
We authorize (Name of Deductor) to recover the differential tax at higher rates along with applicable interest and penalties in case above mentioned information is proved to be incorrect.

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

Signature & designation of the authorized person of the Bidder

Corporate Seal

Dated on \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_



(Signature & Stamp of Tenderer)