

SAIL RITES BENGAL WAGON INDUSTRY PRIVATE LIMITED (SRBW IPL)
(A Joint Venture Company of SAIL and RITES)
CIN : U35200DL2010PTC211955
Regd Office: Scope Minar, Laxmi Nagar, New Delhi – 110092
Admin Office & Works: Kulti, Dist: Paschim Bardhaman, W.B, PIN: 713343
Email address: srbwipl2020@gmail.com

Ref: SRBW IPL/Kulti/AMC/Track Maintenance/122(I)/2022-23/01
Date 8th June, 2022

Tender Document Fee: Rs. 1,000/-
EMD: Rs. 19,888/-

Sub: Open Tender for Annual Maintenance Contract for engagement of manpower for maintenance, up keepment of Track, Point & Crossing etc inside & outside SRBW IPL Works at Kulti, Paschim Bardhaman.

Last Date & Time of Submission: By 12:00 PM on 21.06.2022
Date & Time for opening of tender: At 12:30 PM on 21.06.2022

"Sealed Tenders in two Packet System is invited from reputed contractors for engagement of manpower for Maintenance, up keepment of Track, Point & Crossing etc inside & outside SRBW IPL Works at Kulti, Paschim Bardhaman."

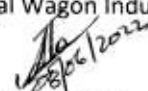
Annexure – I: Schedule of Requirement
Annexure – II: Instruction to Bidders & General Conditions of Contract.
Annexure – III: Special Terms and Conditions
Annexure – IV: Price Bid Format
Annexure - A: Declaration to the Price Bid Form
Annexure- B: Bid Security Declaration Form
Annexure - C: *Performance Guarantee Formate*

- 1) Bidders are required to submit their offers in sealed envelope in two parts. Part-I (Technical Bid) & Part-II (Price Bid). The technical bid will be opened on 21.06.2022 at 12.30 pm and the price bid of the technically qualified bidders will be opened on a later date and it will be informed to the eligible bidders.
- 2) Bidders are required to super scribe the tender number, due date of submission & opening on the face of envelope and address the same to DGM/MM/ SRBW IPL/ Kulti, P.O-Kulti, Dist- Paschim Bardhaman , Pin- 713343, W.B.
- 3) Bidders must enclose the documentary evidence in support of proof as mentioned in the tender document.
- 4) All other terms and conditions will be as per the General & Special terms and conditions detailed in the tender document.
- 5) Tender without tender fee will be summarily rejected. Tender fee may be submitted in the form of DD drawn on the name of SAIL RITES BENGAL WAGON INDUSTRY PVT. LTD. payable at Kulti or may be remitted to our bank account, details of which given below :-

- a) **Name of the Bank** : **State Bank of India**
- b) **Branch Name & Address** : **SME Branch, UG Floor, Ozone Plaza, Bank More, Dhanbad, PIN: 826001, Jharkhand.**
- c) **IFS Code** : **SBIN0006541**
- d) **Branch Code** : **06541**
- e) **MICR Code** : **826002017**
- f) **Account No** : **37814705436**

- 6) Sealed tender addressed to DGM/MM SRBW IPL/Kulti, P.O-Kulti, Dist-Paschim Bardhaman, Pin-713343 (W.B.) may be dropped in our Tender Box or may be sent by Registered Post but must reach us positively within 12:00 hrs of 21.06.2022 no offer shall be accepted after closure of the Tender Box in whatsoever mode of receipt.

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.


(Ashutosh Kr. Jha)
DGM/MM

1) Preventive Maintenance

- (a) Total Permanent way including Sidings/ Marshalling Yards/Holding Yards/In plant Network at SRBWIP, shall be maintained as per Railway standards for a minimum speed of 40 Km/hr, including labour, T&P, Supervision etc.
- (b) The railway track at SRBWIP complex comprises of Equated Track length of approximately 8.0 Kms.
- (c) All maintenance spares, fittings and track materials shall be supplied by SRBWIP free of cost. Collection and transportation of materials shall be the contractor's responsibility.
- (d) Maintenance of P.way shall include through packing and running of ballast, carrying out replacement of damaged sleepers, replacing missing fittings, turn outs, points and crossings, cess cutting, etc.
- (e) Housekeeping and cleaning of grass, bush and tree cutting as per the requirement of Management.
- (f) Sleepers will be checked and tested for soundness i.e. the soundness/condition of all wooden/PSC sleepers, Agency must submit a report for all damaged wooden sleepers, PSC sleepers on railway lines.
- (g) Missing clips, bed plates and sole plates will be replaced by the Agency.
- (h) Ballast will be trimmed and re-boxed to give correct "line and top".
- (i) Switch of all points will be inspected, oiled, tested, adjusted and maintained.
- (j) The lifting and packing of rail lines including replacement of fish plates and bolts.
- (k) Greasing of all rail fastening clips once in a year.
- (l) The painting of all fouling blocks and switch boxes, motor points, hand levers and web of the rail with all labour and paints as per Indian Railway colour coding norms, at least once in a year.
- (m) Day to day routine checkup and attention of track.
- (n) Daily patrolling of track and checking intactness of track fittings and replacement of the missing fittings.
- (o) Greasing and oiling of hand lever point for its proper functioning, adjustment of throw of tongue rail.
- (p) Checking of alignment & gauge of track periodically.
- (q) Attention of rail fracture.
- (r) Tools & Tackles for maintenance to be provided by the contractors.
- (s) Slacks packing of sleepers.
- (t) Supply of consumables like grease, Jute, Lubricants etc.

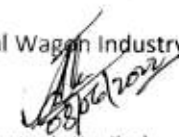
2) Special type of work.

- a) Through packing of track.
- b) Point and crossing lifting and packing.
- c) Ballast supply and spreading.
- d) Glued Joint Installation.
- e) Replacement of Rail
- f) Through sleeper renewal
- g) Replacement of Tongue rail.
- h) Replacement of Crossing
- i) Alignment of curve
- j) Replacement of Motor point
- k) Replacement of Hand point

(u) SRBWIP's Scope of Supply:-

Any urgent and immediate medical emergency assistance (First Aid) shall be provided by SRBWIP; however safety and responsibility of safe working shall be contractor's liability.

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.


(Ashutosh Kr. Jha)
DGM/MM

1.0 CONTENT OF BID:-

1.1 TECHNO COMMERCIAL BID SHALL CONTAIN THE FOLLOWING: -

- a) Tender document fee of Rs 1,000.00 and EMD of Rs 20,456.00
- b) All the pages of the tender document duly signed and stamped by the bidder as a token of acceptance of all terms and conditions is to be returned along with the offer
- c) Documentary evidence in support of credentials.
- d) Statutory documents like PF, ESI Registration certificate, trade license etc.
- e) Copy of SSI/NSIC/MSME Registration Certificate (If any)
- f) Copy of PAN (Documentary evidence showing status of the firm/vendor like, sole proprietary, corporation, partnership firm etc.)
- g) Copy of GST registration
- h) Professional Tax registration certificate from concerned authorities.
- i) Copy of I.T return (F.Y.2019-20, 2020-21, 2021-22)
- j) Self-Certified Audited Balance Sheet and P&L accounts for last three FY i.e. 2019-20, 2020-21 & 2021-22
- k) 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.)
- l) A past history of payment to workers, deposit of PF/ESI duly self-certified by contractor for at least 2 years.

1.2 PRICE BID SHALL CONTAIN THE FOLLOWING: -

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

2.0 RATES: -

2.1 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 the materials shall be applicable for reimbursement in addition to the unit basic price as finalized in the tender. For details refer to GST Clauses.

3.0 INCOME TAX DEDUCTION U/S 194C: -

a. (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 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY (BS):-

4.1 Earnest Money of Rs 20,456.00 should be deposited along with the bid.

4.2 The units registered with SSI, NSIC, MSME, Co-operative society may be exempted from submission of EMD on production of documentary evidence.

4.3 If the EMD/ bid security is exempted for any bidder then the bidder has to submit a Bid Securing Declaration as per format specified in Annexure- "A".

4.4 The EMD/Bid Security of the unsuccessful bidders will be returned without any interest after finalization of contract and for the successful bidder it will be returned after the receipt of SD or it may be adjusted against the SD.

5.0 **SECURITY DEPOSIT (SD):-**

- (a) For due fulfillment of the contractual obligations, the successful bidder shall furnish Security Deposit in the form of Bank Guarantee / Demand Draft / Pay Order for a sum equal to 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 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.

6.0 **PERFORMANCE GUARANTEE (PG):-**

- 6.1 The contractor shall have to submit Performance Bank Guarantee for 3% of Order value, as per format to be provided by SRBWIP in annexure 'C' within 15 days from date of issue / receipt of Purchase Order. In respect 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.
- 6.2 The SD if submitted may be converted to PG. The contractor who will submit SD need not submit PG separately.
- 6.3 The Performance Bank Guarantee shall remain valid up to the warranty period. Contractors are responsible for the quality of the materials, workmanship, smooth operation etc. During the Guarantee period, if any defect is detected for supply item or poor workmanship, the agency 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.
- 6.4 The company (SRBWIP) shall be entitled and lawful on its part to forfeit the said SD/PG in whole or in part in the event of any default, failure or neglect on the part of the Supplier in the fulfillment or performance in all respects of the contract under reference or any other contract with the company or any part thereof to the satisfaction of the company and the company shall also be entitled to deduct from the said SD/PG for any loss or damage which the company may suffer or be put to by reason due to any act or other default, recoverable by the company from the Supplier in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Supplier to maintain the said SD/PG at its original limit by making further deposit, provided further that the company shall be entitled to recover such claim from any sum then due or which at any time thereafter may become due to the contract under this or any other contract with the company.
- 6.5 On due performance and completion of the guarantee/warranty period the SD/PG may be returned without any interest on certification of the concerned department.

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

7.0 **Documents-Privacy & Confidentiality:-**

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



- 8.0 **Penalty Clause:** -The agency has to ensure engagement of 06 { 02 (Two) unskilled & (03) Three skilled manpower and one Supervisor (Railway skill (Experience) person having knowledge of such category job supervision)) manpower including one supervisor as per communicated by the office in charge as delegated by the company. In case of any shortfall of manpower following penalty may be imposed: -

Average manpower per day including the supervisor (The man days will be calculated with respect to working days (Excluding Holidays) in a months for which SRBWIPL remains open)	Penalty Amount
06	No penalty
less than 06 but greater than or equal to 04	Rs 10,000.00 + GST (for each absent persons)
less than 04 in three instance	The contract will be short closed with forfeiture of SD/PG

- 9.0 **Contract Period:** - The contract period will be for 12 months from the date of issuing the work order and the contract period may be extended for another 12 months as per the discretion of the competent authority as per existing Terms & Conditions.
- 10.0 **Payment of Wages by Contractor to His Workers/Employee:** -
- 10.1 **The Contractor shall make payment to his workers within 7th days of each month, and the wages paid by him to his workers shall not be less than the minimum wages payable as the Minimum Wages Act as notified by Govt. of West Bengal from time to time for various Categories.** The payment of wages by the Contractor to his workers must be made through Bank by directly depositing the amount payable, to the Bank Account of the worker/Employee. No Cash payment to the work man will be allowed. The Contractor will be required to submit the copy of the Bank document in support of the said deposit along with his bills for necessary verification by the Financial Department.
- 10.2 The Contractor shall be fully responsible to comply with all his Statutory obligations/liabilities as Employer in respect of their labour engaged by them for the Job undertaken under the Contract as per applicable Statutory provisions/Law and Government Notification, and will take full liability on this account. The Contractor will ensure that all Half Yearly as well as Yearly Returns are submitted in time with the appropriate authority. The Company will not take any liability on this account.
- 10.3 The Contractor shall deposit their own Contribution as well as Contribution of their workers, engaged under the Contract, towards P.F., ESI and P. Tax well in time and submit the copies of the Challan with the bills for verification. Release of Payment to the Contractor shall be made after due verification of the actual executed the working days by the Executing Authority and verification of copies of various Challan, as per proof of compliance of statutory requirements and payment of all dues to the Contractor's Workmen, by Finance Department.
- 10.4 In the event of failure of the Contractor to comply with the above, the Company shall be entitled to recover the amount by deduction from any amount payable to the Contractor under the Contractor, including Security Deposit, Performance Guarantee, or as debt payable by the Contractor. In case the contractor fails to make payment of wages of the workers by 7th of the month, SRBWIPL, Kulti being the principal employer, reserves the right to make such payment of wages to the workers and the amount so paid plus 10% as administrative fee + GST will be recovered from any of contractor's bill. In case the contractor fails to pay wages to his workers in time for the second time, action as deemed fit shall be taken against his firm. Timely and regular payment of wages will also be a criterion for evaluation of work performance.
- 11.0 **INDEMNITY BOND:** - In case any Spare Part/Material is required to be taken outside the premises of SRBWIPL, Kulti for Repair/ machining, the Contractor shall submit an Indemnity Bond equal to the cost of the Spare part/ Material. The decision of the Executing / Operating Authority regarding total value of such Spare Part / Material shall be final and binding on the Contract. The cost of preparation of the Indemnity Bond shall be borne by the contractor.
- 12.0 **Payment Terms:** -
- 12.1 The payment will be made with 30 days credit from the date of submission bill/tax invoice along with relevant documents like attendance sheet, Proof of the payment of wages as per notification of Gov. of West Bengal, proof of payment of P.F, ESI, and other statutory liabilities. Payment of salary to all persons engaged by contractor shall be made through bank account only duly certified by the authorized representative of the concerned department as delegated by CEO of SRBWIPL/ Kulti.
- 12.2 The contractor has to submit GST compliant invoice and challan (if any) to the authorities mentioning its GSTIN.
- 12.3 The contractor has to submit compliance regarding documentation / monthly returns so as to ensure availing Input Tax Credit (ITC) by SRBWIPL, failing which SRBWIPL will deduct the resultant amount.
- 12.4 SRBWIPL reserves the right to keep the payment of GST amount to the party on hold till the receipt of ITC by SRBWIPL is ensured.
- 12.5 The payment will be made through account payee cheque in the name of the firm/RTGS/Online.
- 12.6 For any non-compliance by contractor because of which SRBWIPL incurs loss will be recovered from S.D / P.G. of the contractor.

- 13.0 OTHER TERMS & CONDITIONS:-**
- 13.1 Firm Rate:** - Quoted rate shall remain FIRM during pendency of contract. 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 accounts department as delegated by the competent authority of SAIL RITES Bengal Wagon Industry Pvt. Ltd, Kulti.
- 13.3 Certifying Authority:** - DGM/M SRBWIPL/Kulti or the authorized representative of 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 SRBWIPL and Contractor or in relation to or in connection with the contract, either party may forthwith give notice to other in writing of the existence of such question, disputes or differences and the same shall be referred to the adjudicator of sole arbitrator. Chief Executive Officer of SRBWIPL shall have the right and authority to appoint any officer of the company as arbitrator not below the rank of a Dy. General Manager who is not directly connected with the order under the Arbitration & conciliation Act 1996. Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.
- 13.5 Validity of offer:** - The offer should remain valid for 90 (Ninety) days from the opening date of tender.
- 13.6 Termination of Contract :** - For the following case SRBWIPL reserve the right to terminate the contract without any prior notice to the contractor:-
- Unsatisfactory of performance reported by the E.I.C.
 - Noncompliance of statutory dues.
 - Stoppages of work without prior intimation.
- 13.7** Tender documents required to be submitted in physical mode only, offers sent through e-mail or FAX will not be accepted.
- 13.8** Bidder sending tender by post will do so, solely on their own risk and SRBWIPL will not be responsible for any loss in transit or postal delay.
- 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 summarily rejected.
- 13.10** In the event of SRBWIPL's office remaining closed on the day of opening of the tender for any unforeseen reason, the tender shall be received up to 12:00 P.M. on the next working day of SAIL RITES Bengal Wagon Industry Pvt. Ltd. and will be opened at 12:30 P.M. thereafter in presence of such Bidder who may like to be present.
- 13.11** Bidder shall have no right to issue Addenda to tender documents to qualify, amend supplement or delete any of the conditions, clauses or items therein after submission of the tender at SRBWIPL.
- 13.12** The Bidder (henceforth shall be called as Contractor) should strictly abide by the company's rule, regulation, and instruction issued from time to time in respect of all matters.
- 13.13** All rates, price in the tender form should be quoted both in figures and in words. Tenders with over writing or erased rates are liable to be rejected.
- 13.14** The SRBWIPL management reserves the right to withdraw/discharge the tender or issue corrigendum/addendum to the tender before opening or make amendment to the purchase order duly recording reason thereof in writing by the competent authority and without assigning the reasons to the general public.
- 13.15** In case the offer is not accepted by SRBWIPL, the tenderer will not be entitled to claim any cost, charges, expenses made for submission of offer.
- 13.16** The SRBWIPL management reserves the right to terminate the contract at any stage if considered necessary by the management without assigning any reason whatsoever for greater interest of the company and such action cannot be challenged by the tenderer / supplier.
- 13.17** The safety of men and material will be sole responsibility of the contractor and the company in no way be held liable for any damage or loss of property or injury to the men of the contractor. Contractor to take all the measures in respect of compliance of all statutory requirements.
- 13.18** The contractor shall indemnify the company against damage or loss to the property and injury to the workmen of the company when such damage, loss or injury is on account of any act on the part of contractor or his men.
- 13.19** All records and registers under the relevant statue will be maintained by the contractor and submitted for inspection by the company whenever required.
- 13.20** Contractor should have sufficient skilled manpower for technical evaluation of the bid, contractor must furnish identity proof of dedicated skilled man or supervisor.
- 13.21** It would be responsibility of the contractor to deduct and deposit employee's contribution, employer's contribution of provident fund and other related charges as per act and to deposit the same directly to P.F. authority as well as ESI will be deposited to the respective authority and due particular will be furnished to SRBWIPL before releasing of next payment. The SRBWIPL authorities shall entertain no disputes pertaining to P.F. deduction and deposit as well as ESI, if raised by the employees of the contractors.
- 13.22** Contractor should have an attendance register with his stamp on it at the factory gate where attendance of the contract workers will be marked and at the end of the month the contractor shall submit a photo copy of the attendance record duly signed and with official stamp on it.
- 13.23** Contractor shall maintain all type of records in respect of contract labour act.
- 13.24** Contractor shall ensure that labour is paid at least the minimum wages as per notification of West Bengal Labour commissioner.
- 13.25** In case ESI is not applicable, contractor to get his workers covered under workmen compensation policy to ensure that compensation for death/injury under workmen compensation act 1923 is paid in accordance with law.
- 13.26** Contractor must not engage any workmen of more than 60 years or any child labourer at any point of time.

14.0 GST CLAUSES: -

- 14.1 For the purposes of levy and imposition of GST, the expressions shall have the following meanings: (a) GST - means any tax imposed on the supply of goods and/or services under GST Law. (b) Cess - means any applicable cess, existing or future on the supply of Goods and Services as per Goods and Services Tax (Compensation to States) Act, 2017. Page 28 of 85 (c) GST Law - means IGST Act 2017, CGST Act 2017, UTGST Act, 2017 and SGST Act, 2017 and all related ancillary Rules and Notifications issued in this regard from time to time.
- 14.2 The rates quoted by the Vendor/Contractor/Contractor shall be inclusive of all taxes, duties, levies and Cess except GST. Vendor/Contractor/ Contractor has to clearly show the amount of GST separately in the Tax Invoices raised by them. Further, it is the responsibility of the Vendor/Contractor/Contractor to make all possible efforts to make their accounting and IT system GST compliant in order to ensure timely availability of Input Tax Credit (ITC) to SRBW IPL.
- 14.3 SRBW IPL shall declare in the Tender about value / estimated value of free issue of material and services, if any, involved in the execution of the contract. The Contractor should consider the same while working out the GST liability, if any. Further in cases where GST is leviable on any facilities provided by SRBW IPL and used by Vendor/Contractor/ Contractors and the consideration for which is recovered by SRBW IPL in the form of reduction in the value of invoice raised by Vendor/Contractor/ Contractor, then SRBW IPL will raise GST invoices on such transactions and the same will be borne by Vendor/Contractor/Contractor.
- 14.4 Evaluation of L-1 prices shall be done based on landed cost net of Input Tax Credit of GST, if available to SRBW IPL. SRBW IPL shall evaluate the offers on the basis of the quoted rates only and any claim subsequently by the Vendor/Contractor/Contractor for additional payment/liability shall not be admitted and has to be borne by the Vendor/Contractor/Contractor.
- 14.5 For the purpose of this contract, it is agreed between the parties that if any new taxes, duties or levies other than GST is introduced subsequent to the final date of submission of tender or reverse auction by the Central/State Government & Local Authorities and such new taxes, duties or levies become payable, then an equitable adjustment on account of new taxes, duties or levies in the contracted price shall be made which shall be subject to the production of documentary evidence by the Vendor/ Contractor/Contractor. This provision shall be applicable only during the original period of contract.
- However, during the extended period of contract, if any, this provision shall be applicable as follows: a. If input tax credit (ITC) is available, the adjustment in contract price for such new tax shall be made. b. In other cases (i.e. where tax credit is not available), adjustment in contract price shall be made only if the new tax is enacted during the period of extension arising out of reasons attributable to SRBW IPL.
- 14.6 In case of variation (increase/decrease) in the rate of GST after the final date of submission of tender or reverse auction, the said revised rate shall be reimbursed or recovered on production of relevant statutory documentary evidence. This provision shall be applicable only during the original period of contract. However, during the extended period of contract, if any, this provision shall be applicable as follows: a) If input tax credit (ITC) is available, the said revised rate shall be reimbursed or recovered. B) In other cases (i.e. where input tax credit is not available), the said revised rate shall be reimbursed only if the reasons for extension of the contract is attributable to SRBW IPL. In any case, recovery shall be made in case of a downward variation in the rate of tax.
- 14.7 Vendor/Contractor/Contractor agrees to do all things not limited to providing GST compliant Tax Invoices or other documentation as per GST law relating to the supply of goods and/or services covered in the instant contract like raising of and/or acceptance or rejection of credit notes/debit notes as the case may be, payment of taxes, timely filing of valid statutory Returns for the tax period on the Goods and Service Tax Network (GSTN), submission of general information as and when called for by SRBW IPL in the customized format shared by SRBW IPL in order to enable SRBW IPL to update its database, etc. that may be necessary to match the invoices on GSTN common portal and enable SRBW IPL to claim input tax credit in relation to any GST payable under this Contract or in respect of any supply under this Contract.
- 14.8 In case Input Tax Credit of GST is denied or demand is made on SRBW IPL by the Central/State Authorities on account of any non-compliance by Vendor/Contractor/Contractor, including non-payment of GST charged and recovered, the Vendor/Contractor/Contractor shall indemnify SRBW IPL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance. SRBW IPL, at its discretion, may also withhold/recover such disputed amount from the pending payments of the Vendor/Contractor/Contractor and /or also from any sum payable to the contractor by any other SAIL Plant or Unit.
- 14.9 Vendor/Contractor/Contractor shall maintain high GST compliance rating track record at any given point of time.
- 14.10 Vendor/Contractor/Contractor is required to pass on the benefit arising out of introduction of GST, including seamless flow of Input Tax Credit, reduction in Tax Rate on Inputs as well as final goods by way of reduction of price as contemplated in Section 171 of the CGST Act relating to Anti-Profitteering Measure and the relevant provisions of GST Law.
- 14.11 Vendor/Contractor/Contractor shall avail the most beneficial Notifications, abatements, exemptions etc., if any, as applicable for the supplies under the Goods and Service Tax Act.
- 14.12 Any recovery or payment from the contractor for allotment of land or provision of water, etc, and for provision of any service(s) to the contractor by the Purchaser on chargeable basis or any other recovery under any clause of this NIT, then such recovery or payment from the contractor shall be subject to levy of GST (as applicable as per prevailing GST Laws) on the amount of recovery to be made or payment to be collected from the contractor, However such charge of GST over and above the amount of recovery or payment due shall be available for credit benefit as Input Tax Credit for GST in the hands of contractor.

SPECIAL CONDITIONS OF CONTRACT

- 1.0 COMPLIANCE TO THE STATUTORY LAWS & RULES:-** The contractor shall comply with the provisions of Laws & Rules in force from time to time which will be applicable to the contract workmen such as.
- 1.1 The Contract Labour (Regulation and Abolition) Act 1970 & Contract labour (Regulation and Abolition) Central Rules 1971
 - 1.2 The Payment of Bonus Act 1965 and the payment of Bonus (Amendment) Act, 2015
 - 1.3 The Workmen's Compensation Act, 1923
 - 1.4 The Factories Act, 1948
 - 1.5 The Minimum Wages Act, 1948
 - 1.6 The Payment of Gratuity Act 1972
 - 1.7 The Employee State Insurance Act, 1948
 - 1.8 The Employee's Provident Funds & Misc. Provision Act, 1952
 - 1.9 Provisions of all other statutory labour legislation now in force and also that may be introduced in future and keep the company indemnified from any claim which may arise by reasons of contractor's default either willfully or by ignorance.
- 2.0 STOPPAGE OF WORK:-** Stoppage of work without prior notice is not admissible. However, in the event of any emergency or any other reason beyond the control of SRBWIP and in case company feels necessary, it may suspend or stop the work for certain period without any compensation.
- 3.0 EXECUTION OF CONTRACT:-**
- 3.1 Contractor should produce the medical fitness certificate of each workman engaged by him from a registered medical practitioner or by doctor authorized by SRBWIP. In case the company feels that any of the workmen is not fit, the company on its own can conduct the medical examination and the result of the examination shall be binding on the contractor.
 - 3.2 Appropriate cleanliness, Industrial peace and discipline have to be maintained by the contractor and all outside and local problems have to be tackled by the contractor. SRBWIP shall not be concerned with these matters in any way.
 - 3.3 **The contractor has to engage 02 (Two) unskilled & (03) Three skilled manpower and one Supervisor having experience on track maintenance for supervising the Track Maintenance work and for day to day liaisoning with the officer in charge as delegated by the company.**
 - 3.4 Contractor is responsible for safety and well fare of their engaged staff. All PPE's are to be provided by the contractor. SRBWIP shall not be responsible for any type of compensation whatsoever.
 - 3.5 Over and above the schedule maintenance work, in case of any emergency for track repair contractor has to depute their manpower to restore the defects at any time.
 - 3.6 **All engaged manpower should wear proper uniform, helmet, Hand gloves, mask etc. and should carry ID card issued by the firm.**
- 4.0 REDUCTION & REDISTRIBUTION OF CONTRACT:-** Performance of the contractor shall be continuously reviewed by SRBWIP. In case it is observed that the contractor has failed to fulfill the work satisfactorily, the SRBWIP management reserves the right to terminate at any point of time & the Order for the balance contract period may be awarded to any other bidder.
- 5.0 QUALIFYING CRITERIA :-**
- 5.1 Technical Qualification:-**
- I. The contractor must execute systematic track maintenance work or work like supply of manpower in any organization as a support service within last seven financial years (2015-16, 16-17, 17-18, 18-19, 19-20, 2020-21, 2021-22)
 - II. Documentary evidence like work order along with completion certificate or performance certificate should be submitted with the techno- commercial bid.
- 5.2 The contractor should comply with any of the following conditions:-**
- The contractor should have completed at least three track maintenance contracts or work like supply of manpower in any organization as a support service within last seven financial years (2015-16, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21, 2021-22) whose contract value should not be less than Rs. 3.98 Lakhs each.
- or
- The contractor should have completed at least two track maintenance contracts or work like supply of manpower in any organization as a support service during the last seven financial years (2015-16, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21, 2021-22) whose contract value should not be less than Rs. 4.97 Lakhs each.
- or
- The contractor should have completed at least one track maintenance contract or work like supply of manpower in any organization as a support service during last seven financial years (2015-16, 2016-17, 2017-18, 2018-19, 2019-20, 2020-21, 2021-22) whose contract value should not be less than Rs. 7.95 Lakh.
- 5.3 Financial qualification:-**
- The firm should have average annual turnover of Rs 2.98 Lakhs during last three years (2019-20, 2020-21, 2021-22) Self-attested audited Balance Sheet, P&L Account Statement and Trading Account Statement should be submitted along with the techno commercial bid.

6.0 PREFERENCE TO MSME UNITS:-

Offers from MSME units will be considered for placement of order in accordance with the guidelines circulated vide Ministry of MSME, government of India Notification No. 503, Dated 23.03.2012 and subsequent notification therein.

7.0 General:-

- 7.1 The bidder with joint venture (JV) or consortiums also may participate in the bid for which the relevant agreement should accompany with the offer.
- 7.2 The bidders or JV Partners must have previous experience in successful same type job during last three years. Credential (Performance Report) for performing similar type of job to be furnished with bid document.
- 7.3 The bidders must have the experience of executing manpower supply contract.
- 7.4 Supporting document fulfilling above mentioned technical eligibility criteria must be attached with the bid document without which the offer will be treated incomplete and shall be rejected.

8.0 Project Planning & Co-ordination:-

- 8.1 Record book to be maintained jointly recording the daily work done and to be submitted to DGM/M of SRBWIP, Kulti of SAIL RITES Bengal Wagon Industry Private Limited.
- 8.2 The contractor must earmark a supervisor (Skill manpower) who should be literate.

9.0 Shift Timing:-


General Shift (8am to 5pm)

- 10.0 The contractor is responsible for safety and well fare of your engaged staff. SRBWIP will not be responsible for any type of compensation whatsoever.

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

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.


(Ashutosh Kr. Jha)
DGM/MM

Price Bid Format**A) Preventative Track Maintenance**

Sl. No.	DESCRIPTION	Total Months of Contract	Lum Sum Rate Per Month (INR)	
			In Fig	In Word
1	Engagement of manpower for Track Maintenance, up keepment of Track, Point & Crossing etc inside & outside SRBWIPL Works at Kulti, Burdwan as per scope of work mention in Sl. 1 of Annexure I of the tender document.	12		

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

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

Note:

1. Interse position will be determined on the basis of Total cost at SRBWIPL Factory, Kulti.
2. The rate will be firm during the pendency of Contract. Bidder shall submit an undertaking as per format annexed with the price bid.
3. GST rate prevailing on the date of supply shall be applicable for reimbursement in addition to the unit basic price as finalized in the tender.
4. Based on the Finance Act 2020, Section 206C (1H), TCS shall be paid by the buyer as per provision
5. Past performance of the bidders to SRBWIPL will be considered during evaluation of bids.
- 6.

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.

(Ashutosh Kr. Jha)
DGM/MM

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

Reference no.....

Date.....

To

Dy. General Manager/MM

SAIL RITES Bengal Wagon Industry Private Limited

Kulti, Dist: Paschim Bardhaman

West Bengal

Sub: Undertaking for participation in Tender for engagement of manpower for Maintenance, up keepment of Track, Point & Crossing etc inside & outside SRBWIPL Works at Kulti, Burdwan.

Ref: Tender No: SRBWIPL/Kulti/AMC/Track Maintenance/122(I)/2022-23/01 Dated

I do hereby declare that the contract will be executed by us with agreed basic price plus GST as applicable 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.

[Handwritten Signature]
25/06/2022

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

Date: _____

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

Ref. Tender No. & Date: SRBWIP/L/Kulti/AMC/Track Maintenance/122(I)/2022-23/01 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 & 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)



(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 SRBWIP) 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 SRBWIP and (Name of firm) for Contract for Preparation, Fabrication & Assembly of 480 nos. BOXNHL (MBS), Design "D" Wagons at SRBWIP 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 SRBWIP an amount not exceeding ' against any loss or damage caused to or suffered or would be caused to or suffered by the SRBWIP 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 SRBWIP stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the SRBWIP 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 SRBWIP 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 SRBWIP under or by virtue of the said letter of Acceptance/Agreement have been fully paid and its claims satisfied or discharged or till SRBWIP 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 SRBWIP that the SRBWIP 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 SBWIP 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 SRBWIP or any indulgence by SRBWIP 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 SRBWIP in writing.

Datedday of2022

Witness:

For (Name of the Bank)

(Signature)

(Signature)

(Full Name & official Address)

(Full Name)

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

Date: _____