

SAIL RITES BENGAL WAGON INDUSTRY PRIVATE LIMITED

P.O-Kulti, Dist-Burdwan, Pin-713343, W.B

Website :www.srbwipl.com, email: srbwipl2020@gmail.com

CIN: U35200DL2010PTC211955

No. SRBWIPL/REHAB/BOXNR/R-06-B/2025-26/01

Date 12.12.2025

Tender Document Cost: Rs. 2,000/-

Sub: Tender for "Rehabilitation and up-gradation of 90 numbers BOXN wagons to BOXNR type as per RDSO STR no. WD – 16 – BOXNR – 2010 (Rev-2) with amendment No. 2 of September'2022 or latest at SRBWIPL Factory at Kulti, West Bengal".

Ref: Last Date & Time of Submission: By 12:00 Noon on Dated 27.12.2025
Date & Time for opening of Techno Commercial Bid: At 12:15 PM on Dated 27.12.2025

Sealed tender in two packet system (Part I: Techno Commercial bid and Part II: Price bid) are invited from the experienced vendors for "Rehabilitation and up-gradation of 90 numbers of BOXN wagons to BOXNR as per RDSO STR no. WD – 16 – BOXNR – 2010 (Rev-2) with amendment No. 2 of September'2022 or latest at SRBWIPL Factory at Kulti, West Bengal" with following terms and conditions:

Techno Commercial Bid: -

Part I (Instruction to Bidders & General Terms and condition)

Part II (Scope of Work)


Part III (Special Conditions)

Price Bid: -

Part IV (Price bid)

- 1) EMD: Rs. 74,000 only (Seventy four thousand rupees only). The Cost of tender document is Rs. 2,000/- only (One Thousand Only).
- 2) Tender without Tender fees will be summarily rejected. The Tender fees/EMD may be submitted in the form of DD drawn on the name of M/s. SAIL RITES BENGAL WAGON INDUSTRY PVT. LTD., payable at Kulti or may be remitted to our bank account through online transaction mode. The EMD/tender fee paid by cash deposit directly to the bank account will not be accepted.:-
 - i) Name of the BANK: - STATE BANK OF INDIA
 - ii) Branch Name & Address: - SME BRANCH, UG FLOOR, OZONE PLAZA, BANK MORE, DHANBAD, PIN: 826001, JHARKHAND.
 - iii) IFS CODE: - SBIN0006541
 - iv) BRANCH CODE: - 06541
 - v) MICR CODE: - 826002017
 - vi) ACCOUNT NO: - 3 7 8 1 4 7 0 5 4 3 6.
- 3) Closing of tender box: 12:00 Noon on 27.12.2025 and Techno commercial bid Opening-12:15 PM on 27.12.2025.
- 4) Tenderer are required to submit **both Techno Commercial Bid & Price Bid** inserted separately in two (2) separate envelopes, sealed and super-scribed with Tender No, date and part number (Techno Commercial or Price Bid). These two packets shall be put in a 3rd. Envelope, sealed & super-scribed with the Tender No., date and name of work.
- 5) Sealed bid, addressed to Dy General Manager/PUR, SRBWIPL/Kulti, P.O-Kulti, Dist-Burdwan, Pin-713343, W.B. may be dropped in company Tender Box or may be sent by Registered post but must reach us positively within 27.12.2025 and within 12:00 Noon. No offer shall be accepted after closing of the Tender in whatsoever mode of receipt.

(Signature & Stamp of Tenderer)



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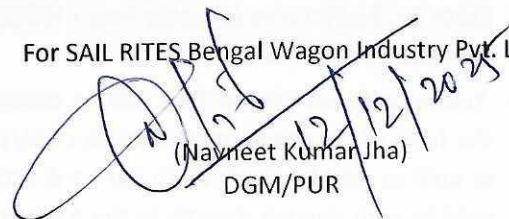
- 6) The price bid shall be opened for techno commercially qualified bidders for which opening date and time shall be intimated in due course.
- 7) Tenderer must enclose the documentary evidence, Tender fees and EMD with the techno commercial bid as mentioned in the tender document. Bid without tender document fees will be summarily rejected.
- 8) The bidders who do not meet the technical qualification as mentioned in the tender document will be summarily rejected whatever may be the price quoted by them.
- 9) Interested bidders may purchase the tender document directly from M/s SRBWIPL. Kulti on any working date between 10.00 hrs to 16.00 hrs from M/s SRBWIPL administrative office at Kulti or may be download the tender document from Company's website at www.srbwipl.com.
- 10) All other terms and conditions will be as per General & Special terms and conditions detailed in the tender document.
- 11) Contact Details of the Bidder
(The bidder should mention the contact details of the firm in which all communications will be done)

i. Name of Contact Person _____

ii. Phone No. _____

iii. e-mail id: _____

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.


(Navneet Kumar Jha)
DGM/PUR

PART-I
INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS OF CONTRACT

1.0 CONTENT OF BIDS:-

1.1 Bid shall contain the following:-

- a) Tender Document fees of Rs 2,000/- in the form of Demand Draft /Online payment document/ Pay Order drawn in favour of SAIL RITES BENGAL WAGON INDUSTRY PRIVATE LIMITED. Payable at KULTI.
- b) Earnest Money Deposit of Rs. 74,000 in the form of Demand Draft /Online/ Pay Order drawn in favor of SAIL RITES BENGAL WAGON INDUSTRY PRIVATE LIMITED Payable at KULTI.
- c) Documentary evidence in support of credential.
- d) Trade License from concerned authorities.
- e) Copy of I.T return (FY 22-23, 23-24 & 24-25)
- f) PAN number.
- g) 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.
- h) Copy of GST registration certificate.
- i) Copy of SSI/NSIC/MSME Registration Certificate (If any)
- j) Bank Mandate from duly authorized by Banker.
- k) Self Certified Audited Balance Sheet and P&L accounts for last three years i.e. for the F.Y i.e (22-23, 23-24 & 24-25)
- l) Documents of registration to PF & ESI.

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 Total Price as per scope of work detailed in Part-II shall be quoted in "Price Bid" in Part IV.
- 2.2 Based on the uniform codification system introduced by Govt. of India under GST regime, GST rate prevailing on the date of supply as notified for the materials shall be applicable for reimbursement by the buyer in addition to the unit basic price as finalized in the tender. For details refer to GST Clauses.

3.0 Income Tax Deduction U/S 194C: -

- a. (1) Any person responsible for paying any sum to any resident (hereafter in this section referred to as the contractor) for carrying out any work (including supply of labour for carrying out any work) in pursuance of a contract between the contractor and a specified person shall, at the time of credit of such sum to the account of the contractor or at the time of payment thereof in cash or by the issue of a cheque or draft or by any other mode, whichever is earlier, deduct an amount equal to—
 - (i) One per cent where the payment is being made or credit is being given to an individual or a Hindu undivided family.
 - (ii) Two per cent 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).

4.0 QUALIFICATION CRITERIA: -

4.1 Technical Qualification

Contractor must successfully complete Wagon Fabrication/Rehabilitation work during last Seven years and the current year which should be either of the following.

Documentary evidence like work order along with completion certificate or performance certificate to be submitted with Techno- commercial bid as documentary evidence.

- a. Contractor should complete at least three similar contracts stated above whose each contract value should not be less than Rs. 11.10 Lakhs.

Or

(Signature & Stamp of Tenderer)



- b. Contractor should complete at least two similar contracts stated above whose each contract value should not be less than Rs. 14.80 Lakhs.

Or

- c. Contractor should complete at least one similar contracts stated above whose contract value should not be less than Rs. 22.19 Lakhs.

Documentary evidence such as completion certificate to be submitted along with the bid in support of the technical qualification.

3.1 Financial qualification

The firm should have average annual turnover of Rs. 11.10 Lakhs during last three years (22-23, 23-24 & 24-25). Self attested audited balance sheet and P&L account required to be submitted as documentary evidence along with the Techno commercial bid.

The bidders who are earlier executed any contract in SRBWIP and they were not fulfilled the statutory compliances will not eligible to participate in the tender.

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

- 5.1 The amount of earnest money deposit will be Rs. 74,000 by Demand Draft /Online/ Pay Order in favour of "SAIL RITES Bengal Wagon Industry Private Limited" payable at Kulti.
- 5.2 Offer without Earnest Money Deposit will be summarily rejected.
- 5.3 However the units registered with SSI units registered with NSIC/MSME, Registered Co-operative Society, PSU may be exempted from submission of EMD on production of documentary evidence.
- 5.4 If the bid security is exempted for any bidder, then the bidder has to submit a Bid Securing Declaration as per format specified in Annexure- "A".
- 5.5 The EMD of unsuccessful bidders will be returned after finalization of the tender without any interest.
- 5.6 The EMD of successful tender will be returned after receipt of Security Deposit or will be adjusted against Security Deposit/ Performance Guarantee.

6.0 SECURITY DEPOSIT: -

- 6.1 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 / Purchase order in the form of (a) Demand draft in favour of SAIL RITES BENGAL WAGON INDUSTRY PRIVATE LIMITED Payable at Kulti or (b) Bank guarantee as per format provided by SRBWIP valid till completion of defect liability period. 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/MSME, PSU units, DGS&D approved sources & Co-operative Society.
- 6.2 The company (SRBWIP) shall be entitled and shall be lawful on its part to deduct 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 that due or which at any time thereafter may become due to the contract under this or any other contract with the company.
- 6.3 On due performance and completion of the defect liability period (18 months + 03 Months as claim period from the date of final joint Inspection with Railways) in all respect the security deposit will be returned to the contractor without any interest on certification of concerned department.

7.0 Performance Guarantee (PG)

- 7.1 The contractor shall have to submit Performance Bank Guarantee for 5% 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, Registered Co-operative Society or PSU

qualifying for exemption of submission of security deposit, Performance Bank Guarantee for 3% of order value is to be submitted by them.

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

7.3 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.

7.4 The company (SRBW IPL) shall be entitled and lawful on its part to forfeit the said SD/PG in whole or in part in the event of any default, failure or neglect on the part of the Supplier in the fulfillment or performance in all respects of the contract under reference or any other contract with the company or any part thereof to the satisfaction of the company and the company shall also be entitled to deduct from the said SD/PG for any loss or damage which the company may suffer or be put to by reason due to any act or other default, recoverable by the company from the Supplier in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the Supplier to maintain the said SD/PG at its original limit by making further deposit, provided further that the company shall be entitled to recover such claim from any sum then due or which at any time thereafter may become due to the contract under this or any other contract with the company.

7.5 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 the value of SD/PBG per month or part thereof will be applicable for the delay period which will be deducted from the party's bills.

8.0 DOCUMENTS-PRIVACY & CONFIDENTIALITY:-

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

9.0 CONTRACT PERIOD:-

The work must be started within 15 days from the issuing of LOA. If management desires to share the quantity amongst multiple contractors, the rate of production per month may be proportionately shared between them to complete the delivery within the delivery period fixed by Indian Railways. The contract will be valid for Twelve Months from the issuing of LOA and may be extended further with same rate and terms and condition.

The Contractor must earmark a coordinator for close liaisoning with SRBW IPL.

10.0 DISTRIBUTION OF TENDERED QUANTITY:-

Technically eligible L-1 bidder only and the counter offer may not be sent to the other bidder based on the requirement. OR

In a suitable ratio between L-1 & L-2 OR

In a suitable ratio among L-1, L-2 & L-3 at the discretion of the management without assigning any reason whatsoever; subject to condition that technically suitable L-2 & L-3 bidder accepts L-1 price and other terms and conditions of the contract. In case L-2 or L-3 bidder does not accept or forego the counter offer next technically eligible bidder may be given counter offer. However, technically suitable L-1 bidder shall be given minimum 50% of the tendered quantity.

11.0 INSPECTION:-

Inspecting may be carried out by SRBW IPL quality assurance Engineer / SRBW IPL nominated inspecting agency/Railway representatives.


(Signature & Stamp of Tenderer)

10.0 **LOCAL CONDITIONS:-**

It will be imperative for each tenderer to fully acquaint himself with all the local conditions and factors which would have any effect of the performance of the contract and the cost of item of works. The "SRBWIPL" shall not entertain request for clarification from the tenderer regarding such local conditions. No request for change of price or time schedule of completion of work shall be entertained after the "SRBWIPL" accepts the offer. The tenderer must visit the place of proposed work to understand the site conditions and correct appreciation of volume of work to be done. To avoid any industrial dispute, the existing contract worker working for the fabrication of wagons to be engaged by the contractor.

11.0 **OTHER TERMS & CONDITIONS:-**

- 11.1 **Firm Rate:** -Quoted rates shall remain FIRM during pendency of contract and no escalation will be allowed.
- 11.2 **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.
- 11.3 **Certifying Authority:** - Authorized representatives of concerned departments delegated by CEO of SAIL RITES Bengal Wagon Industry Pvt. Ltd, Kulti.
- 11.4 **Income Tax:** - Income Tax will be deducted at the prevailing rates from the bill of contractor and any increase in Income Tax or Surcharge thereto will be borne by Contractor.
- 11.5 **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 West Bengal Minimum Wages Act, 1948 and comply with the provisions of all other statutory labour legislation now in force and also that may be introduced in future and keep the company indemnified from any 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.
- 11.6 **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 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.
- 11.7 **Validity of offer:** - The offer should remain valid for 120 (One Hundred and Twenty) days from the opening date of tender.
- 11.8 **Quantity Variation Clause:** - SRBWIPL management reserves the right to exercise quantity variation clause @ $\pm 30\%$.
- 11.9 **Termination of Contract and Risk Purchase:** -In case of unsatisfactory performance, SRBWIPL reserves the right to cancel the Work Order without prior notice and award the same or balance to any other agency at the risk and cost of contractor.
- 11.10 No E- mail / FAX quotation will be accepted.
- 11.11 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.
- 11.12 Incomplete tender or tenders submitted with qualified condition(s) at variance with special as well as General terms & conditions / instruction to bidders of this tender are liable to be rejected summarily.
- 11.13 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 Noon 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.



- 11.14 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.
- 11.15 The tender may be withdrawn/discharged at any point of time duly recording reason thereof in writing by the Competent Authority and without assigning the reasons to general public.
- 11.16 The Corrigendum /addendum may be added with the approval of the Competent Authority before opening of the tender.
- 11.17 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.
- 11.18 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.
- 11.19 Contractor shall submit bill on his letter head only.
- 11.20 Contractor shall maintain all type of records in respect of contract labour act.
- 11.21 Contractor shall ensure that labour is paid at least minimum wages as per notification of WB labour Commissioner.

12.0 INDEMNITY: -

The contractor shall at all times indemnify the "SRBWIPLs" against all claims which may be made in respect of the said work for infringement of any right or Law or Act.

13.0 DAMAGE FROM ACCIDENTS OR FLOODS OR TIDES: -

The Contractor shall take all precautions against damages from accidents, floods or tide or other forces of nature. No compensation will be allowed to the Contractor for his tools, plants, materials, machines and other equipment lost or damaged by any cause whatsoever. The SRBWIPL Administration will not pay to the Contractor any charges for rectification or repairs to any damage, which may have occurred, from any cause whatsoever, to any assets during executions. No claims in this regard will be entertained.

14.0 WORK EVALUATION AND PENALTY: -

- i) Bills shall usually be cleared for payment within 30 days for wagons which pass final inspection subject to receipt of payment from Railways.
- ii) In no case a wagon shall be held under the custody of the Contractor for not more than 20 days. Detention for holding such wagon beyond permissible days as above shall have to be paid by the Contractor to SRBWIPL at the rate of Rs. 2000.00 (Rupees two thousand only) per day per wagon unless otherwise such extra period of detention is regularized by Engineers with reason. Evaluation of quantum of work shall be done jointly by the contractor and SRBWIPL. This shall form the basis of payment and should accompany the bill.
- iii) Custody period shall be reckoned as the period between date of Joint Inspection of the wagons with Railway representative before Commencement of repair and final inspection with Railway Representative & clearance certificate by Railway Authority.


15.0 STATUTORY OBLIGATIONS: -

- A) Canteen facilities shall be provided by SRBWIPL for meals, tea and Tiffin's on daily payment basis.
- B) The employees of the Contractor should follow all the instructions given to their authorized representative while doing job at the SRBWIPL Factory. The Contractor's staff shall always carry Identity Card signed by Contractor and SRBWIPL representative. Staff of contractor cannot claim employment in SRBWIPL at any point of time due to execution of the tendered job.
- c) The Contractor's workmen should be covered by proper insurance against any injury / accident and or death. SRBWIPL will not be responsible on this account under any circumstances .in case of coverage by ESI or Group Insurance, documentary evidence must be produced before taking up the work. The Contractor shall observe all safety rules and regulations as per requirement of the particular nature of work.

16.0 FORCE MAJEURE: -

In the event of any unforeseen event directly interfering with the execution of works, arising during the currency of the contract, such as insurrection, restraint imposed by the government act of legislative or other authority, war, fire, floods, explosions, epidemics, quarantine restriction, strikes, lockout or acts of God the contractor shall within a week from the commencement thereof notify the same in writing to the SRBWIPLs with reasonable evidence thereof. If the force majeure condition mentioned above be in force for a period of 120 days or more at any times, the SRBWIPL shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the contractor in writing. In case of such termination no damage shall be claimed by either party against the

(Signature & Stamp of Tenderer)



other, save and except those, which had occurred under any other clause of the contract prior to such termination.

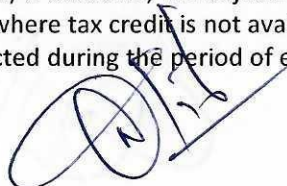
17.0 STOPPAGE OF WORKS: -

Stoppage of work without prior notice is not admissible. However, in the event of any emergency or any other reason beyond the control of SRBWIPL and in case company feels necessary, it may suspend or stop the work for certain period without any compensation.

- 18.0 Proper stacking of materials including off cuts of steel raw material, lock bolts, housekeeping and shop cleaning of the works shall be done by Contractor. In case of unsatisfactory housekeeping, penalty shall be imposed at the discretion of SRBWIPL management.
- 19.0 Contractor shall have to be very careful in proper and optimum utilization of all materials supplied to them free of cost by SRBWIPL and shall ensure that there will be no deterioration / damage/ pilferage / misuse, if this happens then the cost of materials will be deducted from the pending bill of the contractor.
- 20.0 To avoid any industrial dispute the existing worker for fabrication of Wagon at SRBWIPL to be engaged first by the contractor. New induction of workmen if any shall be engaged only after obtaining prior approval of SRBWIPL and on submission of police clearance certificate.
- 21.0 If any plant & Machinery is damaged or rendered unserviceable due to mishandling of their workmen, the cost of repairing or replacement shall be borne by Contractor and deducted from payable bill further if repairing / replacement is arranged by SRBWIPL, cost of repair / replacement will be recovered from Contractor's payable bills.

22.0 GST CLAUSES: -

- 22.1 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.
- 22.2 The rates quoted by the Vendor/Supplier/Contractor shall be inclusive of all taxes, duties, levies and Cess except GST. Vendor/Supplier/ Contractor has to clearly show the amount of GST separately in the Tax Invoices raised by them. Further, it is the responsibility of the Vendor/Supplier/Contractor to make all possible efforts to make their accounting and IT system GST compliant in order to ensure timely availability of Input Tax Credit (ITC) to SRBWIPL.
- 22.3 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.
- 22.4 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.
- 22.5 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.



- 22.6 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.
- 22.7 Vendor/Supplier/Contractor agrees to do all things not limited to providing GST complaint 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.
- 22.8 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.
- 22.9 Vendor/Supplier/Contractor shall maintain high GST compliance rating track record at any given point of time.
- 22.10 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.
- 22.11 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.
- 22.12 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.

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.

(Nayneet Kr Jha)
DGM/PURCHASE

PART –II
(SCOPE OF WORK)

i) PLACE OF EXECUTION OF WORK: -

The job is to be carried out at SRBWIPL Factory, Kulti (Dist – Burdwan). Bidders are requested to visit the factory and to be acquainted with the facilities and site / local work. No claim whatsoever shall be considered afterwards in this regard. No deviation in the tender conditions will be entertained and SRBWIPL reserves the right to reject such offers.

ii) STAGES OF ACTIVITIES:-

- a. The work involves complete renewal of wagon side walls, end walls, doors and floor on BOXN wagons for converting the wagon to BOXNR type with stainless steel (IRS:M44) material.
- b. The work shall be carried out as per the guidelines and technical requirement for up-gradation & rehabilitation of BOXN Wagon to BOXNR (with stainless Steel body) STR issued by RDSO vide WD-16-BOXNR-2010 (Rev-2) with amendment No. 2 of September'2022. The main features are given in subsequent paras.
- c. Fabrication/assembly of side wall, end wall and doors by the contractor will be made with the Stainless-Steel plate (IRSM-44) supplied by SRBWIPL as per the STR WD-16-BOXNR-2010 (Rev-2) with amendment No. 2 of September'22. List of materials to be supplied by Contractor is furnished in Annexure – II.
- d. Required Jigs and fixture for fabrication of Side body, End body, doors to be fabricated by the contractor.
- e. **Cleaning of Wagon** - Before stripping, the inside of open wagon i.e. floor, side body, end body, should be cleaned and cleared off debris. The debris to be dumped at the location nominated by SRBWIPL. No Scrap or debris should be dropped on the floor. Working area should be kept neat & clean.
- f. **Stripping** - The stripping of wagon flap doors, side walls, end walls & floor to be done by shearing & cutting of rivets and also corroded cross members of Under frame as per Para 3.1 of STR WD-16-BOXNR-2010 (Rev-1) with amendment No. 1 of January'2017. Contractor has to use cutting gas, cutting M/C for cutting & stripping of BOXN Wagon.

Mild Steel scrap generated during stripping of wagon shall be returned by the contractor to SRBWIPL on daily basis. Scrap to be cut in small size as per advice of Factory In-charge / SRBWIPL / Kulti for convenient & easy handling (side body, end body, floor). Staff to be deputed by Contractor for proper accountal and stacking of scrap at location by identified by SRBWIPL. In addition, all SS and MS off cut material generated from new MS and SS plates / flats etc. shall be retained by SRBWIPL.

- g. **De-rusting and cleaning of under frame** - Cleaning of the under frame to be carried out by placing the under frame on the trestles or on bogies. Both cleaning & de rusting can be carried out simultaneously. All the members of under frame are to be made rust free by scraping, wire cap brushing and taping with hammer so that it can be checked if any member is heavily corroded or de-formed which requires rectification or replacement. Surface cleaning should be of utmost importance.
- h. **Pre-inspection/Stage inspection-** The under frame and its members are to be checked for corrosion or damages by authorized representative of Railways. The identified members are to be replaced as per requirement (raw materials will be provided by the SRBWIPL)
- i. **Repair of Under frame:**

In reference to chapter 5 of Maintenance Manual for Wagons (March 2001 or latest). Before taking up the repair work, the under frame is to be inspected in respect of the following:-

- (a) **Cracks:** If any crack is found in the member of the under frame, the same should be rectified as below.
 - i. In case of horizontal crack, it is to be drilled out of both ends and cracked portion gouged out and welded properly. Gouging electrodes should be brought by contractor.
 - ii. In case of vertical cracks, strengthen the cracked portion by patching.

(b) **Alignment:** The under frame is to be inspected for its proper alignment and my deflection of its members either in form of sagging or buckling should be rectified as per chapter 5 of "Maintenance Manual for Wagons"(March 2001or latest)

(c) **Replacement:** If any member of under frame is found beyond repair, it should be replaced with new one in consultation with the representative of Factory In-charge / SRBWIPL.

j. **Repair of Headstock and Cross Bars:**

- i. Slightly bent members or portion as the case may be, are heated in position and straightened by means of straightening device or by applying blows with sledge hammer. To carry out this chapter, the CBC assembly is to be stripped off and after straightening, CBC should be refitted back.
- II. Strip the heavily bent members and send for alignment. The members are to be straightened.
- III. If any defect is noticed in sole bar of the under frame, then it should be rectified as below:
- IV. Cracks at web flange to be given proper repairs by electric arc welding, cracks extended up to web should be duly supported with plain or flanged patch, as the case may be.
- V. In case there are more than 02 joints, the complete sole bar should be replaced. Firm has to quote for replacement for full sole bar or half of it for each side. It should be recorded in pre-inspection and on replacement in the measurement book.
- VI. Slightly bent sole bars should be repaired by local heating and straightened. If only the flanges are bent, the same are straightened by a jawed crow bar.

k. **Strengthening of Sole Bar-**

After the above repair work, the under frame should be modified and strengthened to RDSO drg No. WD-07001-S-04 with latest alteration. The wagon under frame needs to be strengthened and additional cross members (cross ties) to make integrated structure of body as mentioned in Drg No. WD-07001-S-05 & 06, with latest Alt. As the number of stanchions on side wall has been increased from 6 to 9, the location of holes for fitment has been changed. Hence, Sole bar has to be strengthened to take additional load and to compensate for the loss of strength due to additional holes, as mentioned in Drg.No. WD-07001-S-05 with latest Alt. Before strengthening of Sole Bar, all burrs, dents are to be removed and made smooth and given anti-corrosive chemical application i.e cold phosphating before other painting schedules. Due care is required for various items attached to under frame such as air brake components, piping, hand brake, brake gear, CBC components, draft gear etc while lifting and lowering of wagon. It should be ensured by the Contractor that they are not damaged. The Steel requirement for the above strengthening work will be supplied by SRBWIPL.

l. **Painting of Under frame: -**

- a. Anti-corrosive treatment e.g.in situ cold phosphating (rust converter) to be applied with brush. Excess chemical accumulated at the bottom portion to be moped up before applying primer.
- b. Minimum 30 minutes gap to be given after application of cold phosphating chemical before primer is applied.
- c. Apply epoxy primer and ensure two coats having a thickness of 50 microns DFT
- d. Apply 02 coats PU based red oxide and ensure DFT of 70 microns
- e. Similar treatment to strengthening pieces to be given.
- f. Cold phosphating of under frame consisting of sole bars. Head stock, Centre Sill and all cross members after repair in situ position. The chemical is to be applied by brush. Excess amount of chemical should be moped up before application of primer and other painting schedules.

m. **Laying of Floor plates and crib angles-**

Laying of Floor plates along with crib angle on under frame and welding of the same. Due care to be taken to avoid distortion of floor plates.

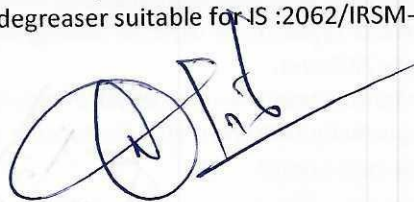
n. **Assembly of side body, End body and doors -**

- a. Before starting the assembly of body the sealants should be provided at the following locations:-
 1. Joints of Sole Bar and Side Stanchion
 2. Joints of Headstock and end stanchion
 3. Joints of Sole Bar / Head Stock and Corner Stanchion
 4. Joint between door hinge foot and sole bar.

The sealants based on poly sulphide and/or Polyurethane coal tar should be used. The sealants should be highly electrometric and should possess good resistance to chemicals, acids, alkalis and ultraviolet rays.

o. **Painting & finishing:-**

- i) Body (IRSM-44) & Under frame as per WD-16-BOXNR-2010 (Rev-1) with amendment No. 1 of January'2017 Para 8.0 to 8.3. De-grease with petroleum hydrocarbon solvent to IS: 1745(or latest), low aromatic grade 145/205 or any other degreaser suitable for IS :2062/IRSM-44).



- ii) Surface preparation: - Clean the parts to achieve surface finish with the help of wire brush or other chemical. Later clean the surface by using compressed air or any other suitable means like brush etc. Apply one coat of Etch primer to IS:5666-70 (or latest) to maintain DFT of 10 microns and air dry.
- iii) Apply two coats of R/M red oxide zinc chromate primer to IS-2074-92 (or latest) to a DFT of 25 microns per coat.
- iv) Apply 02 coats of R/M red oxide (ISC: 446), brushing, finishing, glossy to RDSO spec. no M&C/PCN/122/206 (or latest) to a minimum DFT of 35 microns per coat.
- v) The painting of bogies, couplers and air brake equipments shall be as given in Para11.2.5 & 11.2.6 of G-72. Rev-3) with amendment No.2 of Jan'08) or latest.
- vi) Precautions before and after painting shall be observed as detailed in para 11.2.2, 11.2.3 and 11.2.6 specification of G-72. Rev-3 (with amendment No.2 of Jan'08) or latest.

P. Shearing of plates:

Contractor has to deploy his manpower for shearing of the plates for fabrication of Side wall, End wall, doors, floor plates etc.

q. Replacement of Couplers and draft gears:

High Tensile Non-Transition coupler to RDSO specification no. 48-BD-2008 shall be one time replaced with coupler to RDSO specification no. WD-70-BD-2010.

The following action will be taken during replacement of High Tensile Non- Transition Coupler as stated above:

- (a) These components must be changed as specified below:

SN	Component's name	RDSO Drawing No.	Cast Component/ Forged
1	Coupler body with shank wear plate	SK-62724 Alt 26	WD-70-BD-2010 Gr. E
2	Knuckle	-Do-	-Do -
3	Coupler Yoke	-Do-	-Do -
4	Lock	-Do-	-Do -
5	Knuckle pivot Pin	-Do-	Forged
6	Yoke Pin	-Do-	Forged
7	Striker Casting Wear Plate	WD-87056-01	Gr. B

- (b) These components are to be changed on need basis if found damaged / defective as a additional item :

SN	Component's name	RDSO Drawing No.	Cast Component/ Forged
1	Rotary bottom articulated Lock lift assembly	SK-62724 Alt 26	Gr. B / forged
2	Knuckle Thrower	-Do-	-Do -
3	Yoke Pin support	WA/BD-4462 Alt 6	Gr. B
4	Striker Casting	WA/BD-4460 Alt 9	-Do -
5	Back Stop	W/BD-699 Alt 3	-Do-
6	Draft Gear	49-BD-08	Forged

- (c) Knuckle Pin APD will be done.

All the items specified Sl. (a) & (b) above will be supplied by M/s SRBWIPL as per requirement.

iii) OTHER TECHNICAL REQUIREMENTS:-

a) Welding (Ref-G-72 rev-3 Para 8)

- (i) Details of the edge preparation for welding shall be in accordance with IS : 9595-1980 : Recommendation for Metal Arc Welding of Carbon Manganese Steels.
- (ii) Only those electrodes & wire flux combinations which have been approved by RDSO shall be used for welding. Electrode types to be used for joining different materials shall be as specified in RDSO technical bulletin G-72 Rev-3.
- (iii) All welds shall be homogenous & show physical properties similar to those of parent metal. Finished welding shall be perfectly free from all defects such as porosity, burnt metal, inclusions etc & shall present as smooth appearance.

- (iv) When the welded joints are inspected, no defect, especially due to the use of equipment and/or filler material shall be accepted. After welding the welded parts or assemblies should correspond to the dimensions required as mentioned in drawings.
- (v) The surface to be welded shall be cleaned prior to welding to remove rust, scales.
- (vi) Proper welding sequence should be followed to reduce internal stresses.
- (vii) For all fillet & butt welding, root run should be complete by lower dia (3.15/4.00mm) electrode followed by higher dia (5.0mm) electrode.
- (viii) To ensure sound fit up, minimum amount of tack welding will be provided. Tack weld shall be 4 times the parent material thickness & equal in quality to the finished welding.
- (ix) All slag & flux will be removed before applying subsequent run-pass.
- (x) Electrode/wire and flux shall be heated as recommended by the manufacture. After heating they will be kept in an electric oven around 110 degree C to avoid any moisture pick up. Interpose temperature should not exceed 150-degree C.
- (xi) The current & voltage range shall be as recommended by the manufacturer of the electrode/Wire.
- (xii) All defects like porosity, cracks & blow holes etc. that appear on the weld surface shall be removed by grinding, gauging or chipping & re-welding Subsequent pass will be applied only when the earlier pass is free of all defects.
- (xiii) After welding the grooved side, the other side will be gauged by chipping to clean off all slag and flux & one turn of welding will be given.
- (xiv) Extension plate at the beginning & end of butt joint shall be provided whenever possible.
- (xv) Scallop to prevent cross welding shall be provided.
- (xvi) Fillets welds terminating at the ends or sides of parts or member should be retuned continuously around the corner for a distance of not less than the leg length of the weld.
- (xvii) Standard gauge should be prepared for checking of filler metal thickness.
- (xviii) The camber of the rehabilitated wagon to be retained as far as possible to close to original BOXN Wagon and as specified in Wagon Maintenance manual.
- (xix) The Specification of the material shall be as specified in the drawing.
- (xx) The mode of fabrication for Sub-assembly and components thereof shall be same as indicated in latest particular specification of BOXNR wagon.
- (xxi) All other requirements regarding standard specifications, use of alternatives, as made drawings etc. will be the same as indicated in latest particular specification of BOXNR Wagon.
- (xxii) Latest particular alteration, amendments and specification shall be referred as to latest specifications alterations and modifications published by RDSO as on the date of opening of the tender.
- (xxiii) For handling of Body side wall, end wall and flap door proper precautions to be taken to avoid damage / deformation.

b) CUTTING DIAGRAM FOR SS AND MS STEEL SHEETS AND FLATS: -

- i) Before start of work, the successful Tenderer shall submit to SRBWIPL Authority, within 3 days of issue of Letter of Acceptance (LOA), Cutting Diagram of steel sheets and plates and obtain approval from SRBWIPL Authority.
- ii) Cutting Diagrams should ensure optimized consumption of steel plates so as to generate minimum SS and MS sheet cut off scrap.
- iii) For weighment of scrap and replaced solebar quantity, Contractor to arrange one 500 Kg (minimum) capacity Calibrated Digital Weighing Machine at site for entire duration of the work.

c) SCOPE OF SRBWIPL: -

- Internal inspection at different stages as well as at final stage.
- Liason and interaction with Railway authorities.
- Working drawing, specification and all technical related issues needing confirmation from SRBWIPL.
- Quality Control in conformity with Railway norms.
- Total store management for different components & consumables.
- Working space

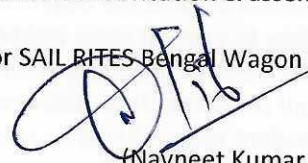
(Signature & Stamp of Tenderer)

- Compressed Air, water, electricity.
- All required material; scrap generated after cutting of old wagon shall be property of SRBWIPL.
- Trestles, Single wagon testing Rig etc. (Operation of all machines is responsibility of Contractor).
- Supply of SS plates for fabrication of Side wall, End wall, door and floor.
- Supply of Couplers, draft gear, Rotary bottom articulated Lock lift assembly, Knuckle Thrower, Yoke Pin support, Striker Casting, Back Stop, Striker Casting Wear Plate, All type of NDM items & consumables.

d) **CONTRACTOR'S RESPONSIBILITY: -**

- Shearing of Sheets and Plate by required work force as per cutting diagram approved by SRBWIPL.
- Fabrication of fixtures for Side body, End body and Door fabrication if required.
- Tools & tackles required like Hydra, chain pulley, wire rope, slings, pneumatic hose pipe etc. in case SRBWIPL is unable to provide.
- Site In-charge, supervisors, skilled labourers, machine operators, machine maintainer, experienced technical (Mechanical & Electrical) persons for fabrication & assembly of wagon.

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.


(Navneet Kumar Jha)
DGM/PUR

Part -III
SPECIAL CONDITION OF CONTRACT

A) Commencement of Work & Liquidated Damages:-

Successful bidder shall start the preparatory work at the site within 07 days of receipt of "Letter of Acceptance" so as to start the work within 10 days of receipt of "Letter of Acceptance". The time for the execution of the work or part of the works specified in the contract documents shall be deemed to be the essence of the contract and the works must be completed not later than the date(s) as specified in the contract. If the contractor fails to complete the works within the time as specified in the contract, SRBWIP may, if satisfied that the works can be completed by the contractor within a reasonable short time thereafter, allow the contract such further extension of time as the Engineer may decide. On such extension the SRBWIP will be entitled without prejudice to any other right and remedy available on that behalf, to impose a token penalty of Rs.2000 per wagon per day on the remaining wagons after the permitted completion period.

B) Inspection Registers And Records:

The Contractor shall maintain accurate records, plans and charts showing the dates and progress of all main operations and the Engineer or his representative shall have access to this information at all times. Records of observations made shall be handed over to the Engineer's representative. The Contractor's representative will maintain the following registers at site.

i) Site Order Register –

The Contractor shall promptly acknowledge orders given therein by Engineer or his representative and shall make all efforts to comply with them. The Contractor shall report to the Engineer the compliance so that it can be checked.

ii) Labour Register -

This register will be maintained to show daily strength of Labour in different categories employed by the Contractor. Attendance Register and Wage / Salary Register should also be maintained by Contractor.

iii) Log Book of events –

All events are required to be chronologically logged in this book date and shift wise.

iv) Repair Register –

Wagon number wise record of repair / replacement undertaken shall be maintained by Contractor.

C) Payment terms:-

The standard payment terms subject to recoveries of any amount under the liquidated damages clause of contract will be as under:

i) Monthly tax invoice shall be submitted separately by the successful tenderer for the material part and the services part based on number of rehabilitations of BOXNR wagons completed during each month supported by all the necessary documents including certificate of work done, Wagon numbers duly certified etc to the dealing SRBWIP Engineer. The Tax invoice shall include all the details required to be incorporated as notified under GST rules. The Tax Invoice after verification shall be forwarded by engineering department. The Tax invoice, complete in all respect shall be processed and paid subject to receipt of payment from Indian Railways.

ii) **Payment as above** shall be subject to any deductions of any amount for which the contractor is liable under the contract against this tender including penalty as specified in work evaluation clause in Annexure V or any other contract in respect of which the SRBWIP is the contracting authority. Any Statutory Tax/deduction applicable shall be deducted at source.

D) Payment through ECS/EFT/RTGS

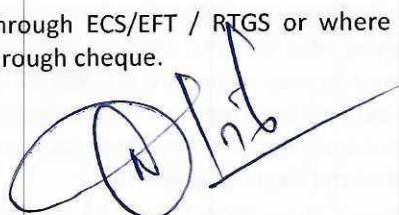
i) Tenderer to give consent in a mandate form for receipt of payment through ECS/EFT/RTGS.

ii) Tenderer to provide the details of Bank A/C in line with RBI guidelines for the same. These details will include Bank Name, Branch Name & Address, Account type, Bank a/c No. and Bank & Branch code as appearing in MICR cheque issued by the bank.

iii) Tenderer to attach certificate from their bank certifying the correctness of all above mentioned information.

iv) In case of non-payment through ECS/EFT / RTGS or where ECS/EFT facility is not available, payment will be released through cheque.

(Signature & Stamp of Tenderer)



E) On Account' Payment:

- (a) To be governed by special conditions of contract.
- (b) Rounding off amounts: - The total amount due to each certificate shall be rounded off to the nearest rupee i.e. sums less than 50 paise shall be omitted and sums of 50 paise or more up to Re.1/- will be reckoned as Re.1/-.
- (c) Manner of Payment: - Unless otherwise specified payments to the Contractor, will be made by cheque/Electronic clearance as specified earlier but no cheque will be issued for and amount less than Rs.100.

F) Post Payment Audit

- i) is an agreed term of contract that the SRBW IPL reserves to itself the right to carry out a post-payment audit and or technical examination of the works and the final bill including all supporting vouchers, abstracts, etc. and to make a claim on the Contractor for the refund any excess amount paid to him if as a result of such examination any over-payment to him is discovered to have been made in respect of any works done or alleged to have been done by him under the contract.
- ii) Production of vouchers etc. by the Contractor: - For a contract of more than one crore rupees, the Contractor shall, whenever required, produce or cause to be produced for examination by the Engineer any quotation, invoice, cost or other account, book of accounts, voucher, receipt, letter, memorandum, paper of writing or any copy of or extract from any such document and also furnish information and returns verified in such manner as may be required in any way relating to the execution of this contract or relevant for verifying or ascertaining cost of execution of this contract (the decision of the Engineer on the question of relevancy of any documents, information or return being final and binding in the parties). The Contractor shall similarly produce vouchers etc., if required to prove the Engineer that materials supplied by him, are in accordance with the specifications laid down in the contract.

- iii) **Withholding and Lien In Respect Of Sums Claimed** Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the Contractor, the SRBW IPL shall be entitled to withhold and also have a lien to retain such sum or sums in whole the SRBW IPL shall be entitled to withhold the said cash security deposit or the security if any, furnished as the case may be and also have a lien over the same pending finalization or adjudication of any such claim. In the event of the security being insufficient to cover the claimed amount or amounts or if no security has been taken from the Contractor, the SRBW IPL shall be entitled to withhold and have a lien to the extent of the such claimed amount or amounts referred to supra, from any sum or sums found payable or which at any time thereafter may become payable to the Contractor under the same contract or any other contract with this or any other SRBW IPL or pending finalization or adjudication of any such claim.

It is an agreed term of the contract that the sum of money or moneys so withheld or retained under the lien referred to above, by the SRBW IPL will be kept withheld or retained as such by the SRBW IPL till the claim arising out of or under the contract is determined by the Arbitrator (if the contract is governed by the Arbitration clause) or by the competent court as the case may be and that the Contractor will have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the Contractor. For the purpose of this clause, where the Contractor is a partnership firm or a limited company, the SRBW IPL shall be entitled to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/limited company as the case may be whether in his individual capacity or otherwise.

- iv) **Lien in respect of claims in Other Contracts**—Any sum of money due and payable to the Contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the SRBW IPL, against any claim of this or any other SRBW IPL or any other Department of the Central Government in respect of payment of a sum of money arising out of or under any other contract made by the Contractor with this or any other Department of the Central Government.

It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the SRBW IPL will be kept withheld or retained as such by the SRBW IPL till the claim

arising out of or under any other contract is either mutually settled or determined by Arbitration, if the other contract is governed by Arbitration clause or by the competent court as the case may be and Contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money withheld or retained under this clause and duly notified as such to the Contractor.

G) Signature On Receipts For Amounts: - Every receipt for money which may become payable or for any security which may become transferable to the Contractors under these presents, shall, if signed in the partnership name by any one of the partners of a Contractor's firm be a good and sufficient discharge to the SRBWIPL in respect of the moneys or security purported to be acknowledged thereby and in the event of death of any of the Contractor partners during the pendency of the contract it is hereby expressly agreed that every receipt by any one of the surviving Contractor partners shall if so signed as aforesaid be good and sufficient discharge as aforesaid provided that nothing in this clause contained shall be deemed to prejudice or effect any claim which the SRBWIPL may hereafter have against the legal representative of any Contractor partner so dying, for or in respect to any breach of any of the conditions of the contract, provided also that nothing in this clause contained shall be deemed to prejudice or effect the respective rights or obligations of the Contractor partners and of the legal representatives of any deceased Contractor partners interest.

H) CLAIMS: -

(a) Monthly Statement of claims: The Contractor shall prepare and furnish to the Engineer once in every month an account giving full and detailed particulars of all claims for any additional expenses to which the Contractor may consider himself entitled to and of all extra or additional works ordered by the Engineer which he has executed during the preceding month and no claim for payment for and such additional work will be considered which has not been included in such particulars.

(b) Signing of "No claim" Certificate: The Contractor shall not be entitled to make any claim whatsoever against the SRBWIPL under or by virtue of or arising out of this contract, nor shall the SRBWIPL entertain or consider any such claim, if made by the Contractor after he shall have signed a "No Claim" Certificate in favour of the SRBWIPL, in such form as shall be required by the SRBWIPL after the works are finally measured up and paid for by the SRBWIPLs. The Contractor shall be debarred from disputing the correctness of the items covered by "No Claim" Certificate or demand Arbitration in respect thereof.

I) Postponement :

The successful tender(s)/Contractor(s) shall have no claim whatsoever against SRBWIPL if the work is postponed to a later date, closed down for completion over a longer period, suspended the course of execution or abandoned either in part or whole in the overall interest of the SRBWIPL Administration or for any reason beyond the control of SRBWIPL Administration. The decision of the SRBWIPLs in this regard shall be final and binding.

J) Specifications, drawings , technical details etc:

The specifications, drawings, bill of materials and other technical information etc. should normally be available with the Contractor. However, for any clarification the Firm may contact SRBWIPL Administrative Office / SRBWIPL Factory Incharge (Kulti). A declaration in the techno-commercial bid shall have to be submitted by the bidder that the design, specification, drawings and other technical information have been fully read and understood and accordingly prices have been quoted in price bid. Queries if any may be clarified from DGM/SRBWIPL Administrative Office, (Kulti).

K) Quality plan:

The execution of awarded work shall be as per the RDSO approved drawings, specifications, QAP, WPS and inspection Check Sheets of the BOXNR wagon.

(Signature & Stamp of Tenderer)

L) Wastage / Scrap / Off cuts:

All the wastage / scrap / off-cuts generated during the fabrication by Contractor shall be the property of SRBWIPL. Contractor shall not be entitled to claim any wastage / scrap / off-cuts to be generated for the job against this contract. Daily reconciliation of scrap and offcuts with nominated staff of SRBWIPL to be done and to be kept at location identified by SRBWIPL.

M) Material Reconciliation:

Contractor has to submit Daily Material Reconciliation Statement for all materials supplied by SRBWIPL and supplied by the contractor. The statement to be submitted and duly certified by SRBWIPL's representative at the time of submission of bill after each lot of 25 (Twenty five) wagons against the order. The same is to be attached with the bill for release of payment.

N) Subletting:

The Contractor shall not or assign this work or any part thereof without the permission of SRBWIPL. Subletting may be permitted as per discretion of CEO/SRBWIPL if machine / infrastructure is not available at SRBWIPL Factory, Kulti. In the event of the vendor subletting or assigning this work or part thereof without such permission, SRBWIPL shall be entitled to cancel the order and execute the at the risk of the vendor and the vendor shall be liable for any loss or damage which SRBWIPL may sustain in consequence of or arising out of such supplies elsewhere and also cancellation of registration or temporary suspension.

O) Indemnity:

The contractor shall indemnify SRBWIPL against all claims arising out of the obligations which are under the scope of contractor. SRBWIPL shall in no way be responsible and party in respect of any breach and / or non-fulfillment of obligations by the contractor in respect of sourcing / procurement of various materials / components etc. as well as regarding compliance of various statutory obligations for execution of the awarded job against this tender. The bidder shall give a declaration to this effect to this effect along with their Techno – commercial Bid.

P) Evaluation of lowest bid: - Evaluation of lowest bid shall be made on the basis Total basic price by the Techno commercially eligible bidder.

Q) Safety: - The safety of men and material will be sole responsibility of the contractor and the company shall in no way be held liable for any damage or loss to the property or injury to the men of the contractor. Contractor to take all the measures in respect of compliance of all statutory requirements.

R) MATERIAL TO BE SUPPLIED BY CONTRACTOR:-

(1) Work Support Items: -

- (a) P-80 Nozzle and electrode for plasma cutting.
- (b) Ceramic Cap for Plasma Machine.
- (c) Contact Tip 1.6 mm for MIG welding
- (d) Tip holder for MIG Welding
- (e) Nozzle Insulator for MIG Machine
- (f) Swan Neck for MIG Machine.
- (g) Wire Spiral 1.2/1.6 Liner for MIG machine
- (h) Nozzle cap for MIG machine.
- (i) Silicon Spray.
- (j) Gas Cutting Nozzle 1/16" and 1/32 "
- (k) Black Glass & While Glass.
- (l) Head Screen & Hand Screen.

The above list of materials is only tentative / approx requirement and for guidance. Tenderers shall follow the drawings and specifications for actual requirement during execution of work. In case, extra material is required for execution of the work, the same shall be provided by the contractor, and for this no extra payment will be made by SRBWIPL.

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.

(Navneet Kumar Jha)
DGM/PUR

PART – IV - PRICE BID FORMAT

Schedule of Rate for “Rehabilitation and up gradation of 90 Nos BOXN wagons to BOXNR as per RDSO STR no. WD-16-BOXNR-2010 (Rev-1) with amendment No. 1 of January 2017 at SRBWIPL Factory at Kulti, West Bengal”

SN	Description of the work	Unit	Basic Amount (Rs.)	
			Amount in Fig (Rs.)	Amount in Words
1	Labour cost for Stripping, cleaning, Fabrication, assembling, fitment, painting, stenciling etc. for up gradation and rehabilitation of 90 BOXN wagon to BOXNR wagon as per RDSO STR No. WD – WD-16-BOXNR-2010 (Rev-2) with amendment No. 2 of September’2022 and scope of work defined in Para (III) of tender document including replacement of coupler components and draft gear on conditional basis as mentioned in Sl. q (b)	One wagon set		
2	Labour cost for replacement of Sole Bar with associated fittings	Meter		
3	Labour cost for replacement of Head Stock	Per Head stock		
4	Labour cost for replacement of Cross bar	Meter		
5	Labour cost for replacement of Stringer	Meter		

NOTE

1. GST for each of the above elements specified in the price Bid, in terms of Govt. notified GST Rules, shall be applicable in addition to the basic Rates quoted above.
2. Item 1 is mandatory for all wagons,
3. Items 2, 3, 4 & 5 are on condition basis after joint inspection by Railway Authority & SRBWIPL.
4. Payment against item 2, 3, 4 & 5 may vary from wagon to wagon,
5. Payment per wagon will be reduced or increased as per actual quantity of item 2, 3, 4 & 5,
6. Unit basic cost of item 1 to 5 to be clearly mentioned by the renderers’ failing which offer will not be evaluated.
7. Any overwriting/ correction has to be attested/ countersigned by the tenderer(s). The rate quoted in words shall be considered as final rate in case of any ambiguity.
8. Interse position will be decided based on the lowest rate quoted by the bidder for the Sl. No. 1

For SAIL RITES Bengal Wagon Industry Pvt. Ltd.


(Navneet Kumar Jha)
DGM/PUR

(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

Dy. General Manager/PUR

SAIL RITES Bengal Wagon Industry Private Limited

Kulti, Dist: Burdwan

West Bengal

Sub: Undertaking for "Rehabilitation and up-gradation of 90 numbers BOXN wagons to BOXNR type as per RDSO STR no. WD – 16 – BOXNR – 2010 (Rev-2) with amendment No. 2 of September'2022 or latest at SRBWIPL Factory at Kulti, West Bengal".

Ref Tender No. SRBWIPL / REHAB/ BOXNR /90/25-26/01 Date: 12.12.2025

I do hereby declare that, the awarded quantity of order to 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.



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

Date: _____

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

Ref. Tender No. & date: SRBWIPL / REHAB/ BOXNR /90/25-26/01 Date: 12.12.2025

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..... (Iert 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 & Stamp of Tenderer)

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

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 / REHAB/ BOXNR /90/25-26/01, Date 12.12.2025 (SAIL RITES BENGAL WAGON INDUSTRY PVT. LTD), do hereby solemnly affirm and state on the behalf of the bidder including its constituents as under:

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

Place:
Date:

SEAL AND SIGNATURE OF
THE BIDDER

INTEGRITY PACT DOCUMENT
(To Be Executed In 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 tended 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.

(Signature & Stamp of Tenderer)

2. The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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 of 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

(Signature & Stamp of Tenderer)



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.

(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.

(Signature & Stamp of Tenderer)



For the Principal
(Official Seal)

For the Bidder / Contractor
(Official Seal)

Place: _____

Witness: 1. _____

Date: _____

2. _____

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 Company's Letter Head And To 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 which 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 which 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)

(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 Pvt. Ltd., Kulti, West Bengal (hereinafter called SRBWIPL) having agreed to exempt (Name and Address of firm) (hereinafter called "The said Contractor(s)") from the demand under the terms and conditions of the letter of Acceptance No., Dated made between SRBWIPL and (Name of firm) for Contract for the rehabilitation of BOXN Wagon to BOXNR at SRBWIPL Factory, Kulti (hereinafter Called the "The said letter of Acceptance/Agreement") of performance guarantee for the due fulfilment by the said Contractor(s) of the terms and conditions contained in the said letter of acceptance, on submitting the 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 SRBWIPL an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by the SRBWIPL by reason of any breach of the said Contractor(s) of any of the terms or conditions contained in the said letter of Acceptance/Agreement.
2. We _____ (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the SRBWIPL stating that the amount claimed is due by way of loss or damages caused to or would be caused to or suffered by the SRBWIPL by reason of any breach by the said contractor(s) of any of the terms or conditions contained in the said letter of Acceptance/Agreement or by reason of the contractor(s) failure to perform the said letter of Acceptance/Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding _____.
3. We undertake to pay to the SRBWIPL any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/supplier(s) in any suit or proceeding pending before any court of Tribunal relating thereto our liability under this present being absolute and unequivocal.

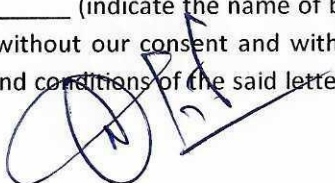
The payment so made by us under this bond shall be a valid discharge of our liability for payment there under the contractor(s)/supplier(s) shall have no claim against us for making such payment.

8. We _____ (Indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said letter of Acceptance/Agreement and that it shall continue to be enforceable till all the dues of the SRBWIPL under or by virtue of the said letter of Acceptance/Agreement have been fully paid and its claims satisfied or discharged or till SRBWIPL certified that the terms and conditions of the said letter of Acceptance/Agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the Date of Completion of the Contract **(including 60 days beyond the date of completion of the work)**.

We shall be discharged from all liability under this guarantee thereafter.

5. We _____ (indicate the name of bank) further agree with SRBWIPL that the SRBWIPL shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said letter of Acceptance/Agreement or to

(Signature & Stamp of Tenderer)



extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by SBWIPL against the said Contractor(s) and to forbear 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 SRBWIPIL or any indulgence by SRBWIPIL 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 a 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 SRBWIPIL in writing.

Date day of 2025

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: _____



(Signature & Stamp of Tenderer)

(To be Printed on the company Letter Head)

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.

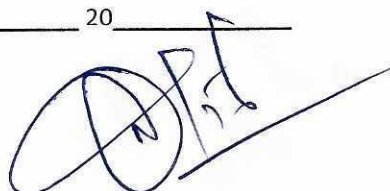
We authorize (Name of Deductor) to recover the differential tax at higher rates along with applicable interest and penalties in case above mentioned information is proved to be incorrect.

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)