

**BURN STANDARD COMPANY LIMITED.**  
A Subsidiary of B.B.U.N.L..  
( A Govt. of India Undertaking )  
Burnpur Works, Burnpur,  
Burdwan (W.B).

Tender No : BW/ENQ/LO/157/2010.

Date : 11.02.2010.

Date of opening of Tender : 05.03.2010.

Dear Sir,

**Sub: Notice Inviting Tender for supply of 50,000 M3  
Liquid Oxygen as per IS:309/1992, 3<sup>rd</sup> Revision.  
Amendment – I.**

1. Offer should be submitted including earliest delivery in Sealed Envelope Superscribing Tender No. and Due date on the Envelope.
2. The offer to be submitted as detailed, copies should not be sent to any other officer of the Company. Telegraphic offer or offer received through FAX will not be acceptable to us.
3. **Date of receipt of Offers** : Offer under Sealed Cover should be dropped within 04.03.10 in the Tender Box (KARDEX), kept at the above address.
4. Offers received incomplete / overwritten or not as per the enclosed Terms & Conditions are liable to be submerily rejected without any further reference.

Yours faithfully,  
For : BURN STANDARD CO.LTD.,

( S.K.Thakur. )  
Asstt.Manager (Purchase)

- Enclo : 1) Instruction to the Tenderers (ANNEXURE-‘A’) (in one Page).  
2) General Terms & Conditions (ANNEXURE-‘B’) (in three Pages).  
3) Technical & Other Salient points. (ANNEXURE-‘C’) (in one Page).

**BURN STANDARD CO. LTD.  
BURNPUR WORKS;BURNPUR.**

**ANNEXURE – ‘A’.**

Enclosure to our Tender No. BW/ENQ/LO/157/2010.

Date of opening of Tender : 05.03.2010.

**A. INSTRUCTION TO THE TENDERERS :**

- 1.0** Sealed Tender are invited from the Competent and reputed manufacturer preferably registered with D.G.S & D. for the supply of the item.
- 2.0** Tender should reach in the office of Purchase Department at our Burn Standard Co.Ltd. Burnpur Works, in Sealed cover. Offers sent by post should Reach at above address within 04.03.2010.
- 3.0** An Earnest Money Deposit of Rs.5,000/- (Rupees five thousand only) shall be sent along with your offer in the Form of Demand Draft / Pay Order of a Nationalized Bank in favour of BURN STANDARD CO.LTD, BURNPUR WORKS, BURNPUR. In case of Un-successful Tenderer, E.M.D. Money will be refunded as against their claim and in case of successful Bidders the same will be adjusted with Security Deposit. Govt. Undertakings and Firm Registered with DGS&D., SSI, NSIC and DGTD. will however be exempted on submission of Documentary Evidences.
- 4.0.a)** The quoted rates and amount shall be written both in figures and words, in case of any discrepancy between the rates and amount, the higher one will govern.
- b)** The rate quoted by the Tenderer shall remain firm during the tenure of contract and no escalation in price will be considered whatsoever.
- 5.0** If the Tenderer desires to clarify his quotation or rates, this should be done in a separate covering letter. Modifications to the specification, bill of quantities, terms & conditions as indicated in the Tender will not be entertained after submission of the Tender. The covering letter enclosing the tender if any, should be submitted and if the contents of the covering letter are to be considered as part of the quotation this shall be specifically mentioned by the Tenderer in his covering Letter.

**( S.K.Thakur. )  
Asstt.Manager (Purchase)**

Enclosure to our Tender No. BW/ENQ/LO/157/2010.

Date of opening of Tender : 05.03.2010.

**GENERAL TERMS & CONDITIONS.**

**1.0 Scope of Work :**

**1.1** The Tenderer should supply as per the requirement and specification mentioned in the tender Enquiry. They will also supply the quantity as per the schedule that will be mentioned in the Order or subsequently as intimated verbally from time to time as per our requirement.

**1.2** Quotation to be submitted along with the specification.

**1.3** Incomplete quotation will be ignored and no correspondence of any kind will be entertained.

**2.0 Sufficiency of Tender :**

The Tenderer shall be deemed to have satisfied himself before tendering as to correctness and Sufficiency of the tender for the above bid and of the rates and prices as quoted. The rates and prices shall cover all the obligations indicated in the tender documents and also found necessary afterward for the proper completion of work. No extra charge consequent to any misunderstanding shall be allowed/entertained.

**3.0 Risk Purchase :**

In case of default on the part of the Contractor in carrying out the supply of the item, the Purchaser shall be entitled to employ and pay other persons to carry out the same and all Expenses consequent thereon or incidental thereto shall be borne by the contractor and shall be recoverable from him by the Purchaser or may be deducted from any payable amount or which may be due to the contractor.

**4.0 Liquidated Damage :**

Per month 2% of the contract value becomes leviable in the event of nonfulfilment of Delivery and maximum 5% of the contract value will be chargeable.

**5.0 Time of Completion :**

The Contractor shall have to complete the part or whole work progressively as per Requirement of the Purchaser taking into consideration of Purchaser's schedule for Dispatch as mentioned.

**Enclosure to our Tender No. BW/ENQ/LO/157/2010.**

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**Date of opening of Tender : 05.03.2010.**

- 6.0 The Tenderer shall submit the following alongwith his tender.**
- 6.1 Certificate from a Scheduled Bank to prove their financial ability to execute the complete work.**
- 6.2 Proof of technical and organizational competent to execute the work.**
- 6.3 Latest Income Tax Clearance certificate with PAN number.**
- 6.4 Credential Certificate form previous clients particularly from reputed Govt. undertaking / Wagon builder etc.**
- 7.0 Rates should be quoted in basic price and additional charges like Excise Duty, VAT, CST etc. should be shown separately. The price should be quoted of F.O.R. BSCL/Burnpur Works, basis.**
- 8.0 The Tenderer must quote the rates in the unit mentioned in the Tender Enquiry failing which tenders are liable to be rejected.**
- 9.0 The Company is not bound to accept the lowest price or to assign any reason for non-acceptance of any tender and reserve the right to accept or reject any tender in part or in whole and also reserve the right of distributing the order between more than one tenderer.**
- 10.0 Validity :  
All the tender Offers should remain open for acceptance by the Company for a minimum Period of 90(ninety) days from the Due Date of opening of the tender within which period Tenderer cannot withdraw his offer. Any contravention of this condition will make the Tenderer liable for forfeiture of his Earnest Money.**
- 11.0 Rates once tenderer and accepted will hold good for the whole contract period.**
- 12.0 Quality and quantity / weightments of the supply as checked by the Stores Official or any Official authorized by the Company shall be final and binding on the contractor.**
- 13.0 Management reserve the right to accept or reject any or all the Tenders in full or part without assigning any reason whatsoever.**

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Date of opening of Tender : 05.03.2010.

**14.0 Terms of Payment :**

30 days credit from the date of submission of Bill along with receipted copy of the Challan.

**15.0 Inspection :**

The articles are to be tested and inspected by Competent Authority. All testing and Inspection Facilities are to be provided by the supplier free of cost.

**16.0 Guarantee :**

The contractor should send a Certificate along with each of their supply confirming the Purity of the product better than 99.5%.

**17.0 Security Deposite :**

Successful Tenderer is required to submit a sum of equal to Rs.15,000/- (Rupees fifteen thousand only) as Security Deposit by Demand Draft or Bank Guarantee in favour of Burn Standard Co. Ltd., Burnpur Works, to be submitted within 7 (seven) days on receipt of our Order which will be retained with us as interest-free till successful execution of the Contract. This will be returned after successful execution of the Contract.

**18.0 Amendment :**

We reserve the right to increase or decrease by 30% of the Quantity of the order at the same price and order terms & conditions by way of amendment.

**19.0 Optional clause :**

The Purchaser reserve the right to increase/decrease upto 30%of the ordered quantity during the currency of the Contract on the same price and terms & conditions with suitable extension in the delivery period or short closing the order as the case may be.

**For : BURN STANDARD CO. LTD.,**

**( S.K.Thakur. )  
Asstt.Manager (Purchase).**

Enclosure to our Tender No: BW/ENQ/LO/157/2010.  
Date of opening of Tender : 05.03.2010.

ANNEXURE : 'C'.

**TECHNICAL & OTHER SALIENT POINTS TO BE CONSIDERED WHILE  
SUBMITTING OFFER IN THE PATTERN AS SHOWN BELOW.**

- 1.0 i) Product : Liquid Oxygen.  
ii) Purity : Better than 99.5%  
iii) Specification : As per IS:309/1992. 3<sup>rd</sup> Revision, Amendment – I.  
iv) Dew Point : (-40oC).
- 2.0 **Measurement :**  
By weight at 27oC and Normal Atmospheric pressure during receipt of materials at our Works.  
**Conversion Factor :**  
1 Kg. Of Liquid Oxygen = 0770 M3(Minimum) at 27oC & Normal Atmospheric pressure.
- 3.0 **Price :** i) To be quoted both on “per cubic meters basis” & “Kilogram basis”.  
ii) Price will be firm during the tenure of Contract.  
iii) Statutory duties, if applicable to be stated separately on “per cubic meters basis” as well as “Kilogram basis.”
- 4.0 **Pattern of Supply :**  
Liquid Oxygen shall have to be supplied in your own Tanker during working hours on Working day as per our requirement. You are requested to supply the Liquid Oxygen within 24 hrs. of communication over phone / FAX etc.
- 5.0 **Receipt of Material :**  
The material will be received on weightment basis on our own weighing scale. The weightment as recorded on our weighing scale shall be final and binding on you.  
Conversion of contracts of material in cubic metres will be worked out based on net weight received after weightment as per clause No. 2.0 of ANNEXURE-C, and the same shall be final and binding on you.
- 6.0 **Source of Supply :**  
The place from where supply will be executed must be indicated in the offer.
- 7.0 Endeavour will be made to expedite decantation of the material from your tanker on receipt of the same at our Works within reasonable time.  
No detention charges will be payable for delay in decantation, if any.
- 8.0 A Loading-chart indicating the Gross weight as well as Tare weight of the Tanker and quantity/weight of Liquid Oxygen supplied must be furnished at the time of delivery of each consignment.
- 9.0 **Supply Schedule :**  
Depending on production schedule, supply of Liquid Oxygen will be required and hence Number of Cryogenic Tanker to be put into rotation per week may be indicated in the Purchase Order or as intimated to you from time to time. The supply to be effected within 24 hrs. of such Communication by phone/FAX/e.mail etc. Capacity of Cryogenic Tankers that will be put into rotation must be indicated by the tenderer while submitting offers.
- 10.0 As we have our own Vacuum Insulated Evaporators (VIE) and pipeline Distribution system, the supplier or Liquid Oxygen may be required to carry out its maintenance only, for which service charges, if required, in addition to the cost of Liquid Oxygen can be quoted and indicated separately.

For : BURN STANDARD CO. LTD.

( S.K.Thakur.)  
Asstt.Manager (Purchase).