

00630561 UNDER CERTIFICATE OF POSTING  
 To be submitted by 2 P.N on.....**08.08.2008**  
 and to be opened at 3 P.M. / 3.30 P.N. on the same day

## Burn Standard Co. Ltd.

(A Govt. of India Undertaking)  
 A Subsidiary of B.B.U.N.L

## TENDER FOR SUPPLY OF STORES

(To be filled in by the Tenderer)

To \_\_\_\_\_

Phone :2660-2601/03, 2641-2602/04 Fax No. : (033) 2660-4869  
**Nityadhan Mukherjee Road, Howrah – 711 101**

Regd. Office : 22-B, Raja Santosh Road, Alipore, Kolkata – 700 027  
 Phone : (033) 2448-4633, Fax : (033) 2448-8846

Dear Sir (s)

Please quote your firm lowest rates for the following materials delivered free to our 'Howrah Works' strictly in accordance with the conditions giving overleaf and submit your quotation in The enclosed envelope to the Burn Standard Co. Ltd., Howrah. The materials are subject to inspection by our own/By Rites/By RDSO by our constituent before despatch.

Yours faithfully,  
 FOR BURN STANDARD CO. LTD.

Delivery required : Within 2 / 3 months (Max.)      Tender No. : **69A / Spares / 08-09 / 66**      Date : **04.07.2008**

( **D Mazumdar** )  
**Junior Manager (Process & Project Planning)**

Sl.No.	Drawing or Part No. CODE NO.	Description and Specification	Quantity required	Rate Unit	*Rate at which Articles will be supplied including All Charges		Delivery offered	Remarks
					In figures	In words		
<b>1</b>		Manufacture & Supply of Spares for 10,000 lbs & 6,000 lbs Jolt Roll-over Moulding Machine.  Details scope of supply and other terms & conditions are as per Annexure-A attached						

N.B -Rates must be for Destination only otherwise they are liable to be summarily rejected. Mode of despatch should be indicated clearly.

The rate to be indicated will be inclusive of all charges including Excise Duty, Custom Duty, Regulatory Duty, Packing, Forwarding, Freight, Insurance and any other charges but excluding Sales Tax and surcharges on Sales Tax if any only for which please refer to clause No.2 of instruction to tender on reverse. The rate of E.D and other duties, considered should also be indicated clearly.

IMPORTED STORE COUNTRY OF ORIGIN

INDIGENOUS PRODUCT { Cottage Industry  
Small Scale Industry  
Large Scale Industry

(Local make/Best Local make/Indian is not an answer)

Maker's Name :

Brand etc.

Strike our where necessary

Bank Draft/Pay Order No.

(Deposit as earnest money/Security Deposit) QF / 7-4 / 8

**RATES IS TO BE QUOTED  
 INCLUDING DELIVERY CHARGES  
 TO OUR WORKS**

(No over writing Erasing or Correction of Rate is permissible)

I/We engage to supply to .....with the articles specified above and upon the terms of special conditions indicated in the enquiry and instructions (as Printed Overleaf) for the guidance of the Contractors issued by the Company.

In consideration of the Company agreeing to consider this quotation, it will hold goods for 90 (ninth) days from opening date or any such time otherwise specified on the Tender. The acceptance of this tender by the Company shall constitute a binding contract between me / us and the purchase.

Name of Tenderer :

With DGS & D

Telegraphic address :

Address No. :

With Small Scale Industry

Telephone No. :

With NSIC

Registration No.:

With RDSO

With DGTD

(Signature of Tenderers

With seal and full name)

Enclosure to Tender No. 69A / Spares / 08-09 / 66 dt. 04.07.2008

**Sub : Manufacture & Supply of Spares for 10,000 lbs & 6,000 lbs Jolt Roll-over Moulding Machine,  
Machine Make : The Herman Corporation – Jeliempole, Pennsylvania, 16063, USA.**

**A) Scope of Works :**

**Manufacture ( as per sample), inspection, testing and supply of the following Spares for 10,000 lbs & 6,000 lbs Jolt Roll-over Moulding Machine.**

Sl. No.	Description	Ref. Drg. No.	Qty. reqd.
<b>A</b>	<b><i>Spares parts for 10,000 lbs Moulding Machine :-</i></b>		
1)	Piston	**	2 Nos.
2)	Top Cover	**	2 Nos.
3)	Spring for Exhaust Valve	**	24 Nos.
4)	C. I. Piston Ring	**	9 Nos.
5)	Trunion Plate (L/R)	**	2 Nos.
6)	Trunion Plate Extension	**	2 Nos.
7)	Stab end connecting link (L/R)	**	2 Nos.
<b>B</b>	<b><i>Spares parts for 6,000 lbs Moulding Machine :-</i></b>		
1)	P. B. Arch Bush	**	4 Nos.
2)	Bumping Pad	**	24 Nos.
3)	Rollover Spring Support Cover	**	2 Nos.
4)	Rollover Bucket Plunger (Big & Small)	**	4 Nos.
5)	C. I. Jolt Piston (Gr-25)	**	2 Nos.
6)	C. I. Piston Ring	**	9 Nos.
7)	Compression Spring for Rollover Machine	**	8 Nos.

(\*\* : As per old Spare which is to be witnessed from our Works before submission of offer)

**Note :-**

- Contract made under this tender will be governed by Burn Standard's General Conditions of Contract for Supply / Purchase (1974) and invitation to Tenderer and instruction there in.
- Since there are no specific drawings for the above spares, Tenders are requested to inspect the sample Spares at our Howrah Works and to submit your offer in-accordance with our requirement.
- Manufacturer / supplier supplied spares parts should be match with our existing spares.

**B) Terms & Conditions :-**

**1) Guarantee :-**

All guarantee certificates and test certificates are to be provided along with the spares. The equipment, which will be manufactured & supplied, must be guaranteed for 12 month from the date of commissioning or 18 months from the date of supply which ever is earlier.

Contd.....2

2) **Warranty :-**

Contractor / supplier shall warrant that every supply under the scope of order / contract shall be free from all defects and faults in material, workmanship and manufacture and shall be of the highest grade and consistent with the established and generally accepted standards for material of the type ordered and in all conformity / with the contract specification, drawings or samples, if any, and shall if operable, operate properly.

The warrant shall survive inspection, testing, acceptance of the goods and its payment, but shall expire 18 months after delivery or 12 months from the date of placing in service, whichever shall be earlier except in respect of complaint, defects and/or claims notified to the contractor within 2 / 3 months of such dates. Any approval or acceptance by the Purchaser of the stores of the material incorporated herein shall not in any way limit the contractor's liability.

3) **Validity :** The validity of the offer is to be **60 days** from opening of the tender.

4) **Delivery :** The materials are urgently required. Hence best delivery period is to be quoted.

5) **Earnest Money Deposit :-**

An Earnest Money Deposit required to be submitted along with the offer as per the details below for tender value exceeding Rs.50,000/-.

<u>Value of Tender</u>	<u>EMD Rs.</u>
Up to 5.00 Lakhs	Rs. 5,000/-
Above 5.00 Lakhs to 10.00 Lakhs.	Rs. 10,000/-
Above 10.00 Lakhs to 25.00 Lakhs.	Rs. 25,000/-
Above 25.00 Lakhs to 50.00 Lakhs.	Rs. 45,000/-
Above 50.00 Lakhs to 1.00 Crore.	Rs.1,00,000/-

Government undertaking and the firms registered with DGS & D & NSIC will however be exempted against proof of Registration Certificate EMD to be deposited in the form of DD or Pay Order in favour of **Burn Standard Co. Ltd.**, payable at Kolkata.

Tender without EMD in the desired manner/amount is liable to be rejected. EMD will be returned to the unsuccessful tenderers after finalization of the Order. For successful tenderer, EMD shall be converted to Security Deposit.

6) **Security Deposit :-**

Order will be placed on successful bidder / bidders who will be asked to (a) confirm acceptance of order (b) submit Security Deposit of 10% of order value within 15 days from the date of receipt of the LOI/ Purchase Order. The Security Deposit will be retained by us during the currency of the Contract and in case of failure in the work by the contractor that Security Deposit will be forfeited as per the direction of the Competent Authority. Earnest Money can be adjusted towards "Security Deposit".

7) Current Income Tax & Sales Tax certificate is to be submitted along with the offer.

8) **Performance Guarantee :-**

The supplier guarantees the item under his scope of supply for its workmanship, materials design and satisfactory performance in accordance with the relevant provisions of this contract. The supplier's responsibility under this guarantee shall not in any way be reduced, diminished or absorbed for any reason whatsoever in respect of supplies, materials and equipment manufactured by the contractor/his sub-contractor.

10% value of the contract is required to be submitted within 30 days of order as performance guarantee as per BSCL format which is valid for a period of 12 months from the date of supply.

9) **Inspection & Testing :-**

Inspection & Testing will be carried out by Company's authorized representative at your Works before despatch as per manufacturing drawing(s) & QAP.

10) **Consignee :-**

BURN SATANDARD CO LTD,  
HOWRAH WORKS  
NITYADHAN MUKHERJEE ROAD  
HOWRAH-700 101

11) **Delivery Terms :** Rate should be quoted on DOOR DELIVERY BASIS inclusive of freight and not on freight to pay basis.

12) **Liquidated damage :-**

In the event of late delivery of material, we will reserve the right to recover from the tenderers by way of liquidated damage equivalent to 2% price of the material per month including Tax, Duties & Freight subject to maximum 10% of the order value.

13) **Risk Purchase :-**

Without serving any notice, we reserve the right to procure the materials from else where at your risk and cost in the event of failure to deliver the materials within time, and according to the specification and or terms and conditions specified.

14) **Payment Terms :-**

Our terms of payment is 30 days from the date of submission of the bills to our accounts department against supply after inspection.

15) **Price :-**

Tenderer must that their quoted price is firm till pendency of supplies against our order and no escalation of price will be considered during pendency of the contract.

16) **Transit Insurance :-**

The purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire stores ordered for arriving in good condition at the destination mentioned in the delivery scheduled.

17) **Right of acceptance :-**

The purchaser reserves the right to accept or reject any tender or all tenders without assigning any reason what so ever.

Tenderers to submit the offer accepting all the Terms & Conditions of the Tender duly signing on all the papers of the Tender Document.

In case of any dispute, BSCL's decision will be final.

18). **Arbitration :-**

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the Arbitration of one of the Arbitrators in the department of Public Enterprises to be nominated by the Secretary to the Government of India in charge of the Bureau of Public Enterprises. The Arbitration Act 1940 shall not be applicable to the arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute provided, however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, department of Legal Affairs, Ministry of Law & Justices, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the special Secretary / Additional Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

**Tenderers are to submit their offer in Sealed cover in the Tender Box kept in the office of P&PP Department by 2.00 PM of 08.08.2008.**

( D. Mazumder )  
Junior Manager(Process & Project Planning)