

Ref: MM/RM/HO/10-11/44

25<sup>th</sup> June '2010

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Attn: Mr.

**Sub: Procurement of Steel Materials**

Dear Sir,

We have floated a Tender No. MM/RM/HO/10-11/44 25<sup>th</sup> June '2010 through our website no. [www.burnstandard.com](http://www.burnstandard.com) for procurement Steel Materials.

Since the due date of offer is 16.07.2010 at 2.30 p.m., please send your competitive offer as per our requirement within due date.

Your early action in this regard will be highly appreciated.

Thanking you,

Yours faithfully

For Burn Standard Co. Ltd.

( S. K. Chatterjee )

Dy. General Manager (Coml. & MM)

22-B Raja Santosh Road,

Kolkata 700027, INDIA.

Contact No. 0091 33 2448 8851 (O)

Mobile No. 09830906247.

Fax No. 0091 33 2448 8846 / 2448 4637.

E-Mail No. [skchatterjee2007@yahoo.co.in](mailto:skchatterjee2007@yahoo.co.in) & [puspendubera@ymail.com](mailto:puspendubera@ymail.com)

Website no. [www.burnstandard.com](http://www.burnstandard.com)

**BURN STANDARD CO. LTD.**  
**(A Govt. of India Undertaking)**  
**22-B, Raja Santosh Road**  
**Kolkata – 700027**

Website:www.burnstandard.com  
E-mail:burnstandard@yahoo.co.in/skchatterjee\_2007@yahoo.co.in  
Phone: (033)24488849,51, Fax-(033)24488846

Tender No.MM/RM/HO/10-11/44

25<sup>th</sup> June '2010

**TENDER DOCUMENT**

**DATE OF SUBMISSION : 16-07-2010 at 02:30 p.m.**

**DATE OF OPENING : 16.07-.2010 at 03.00 p.m.**

**Sub: Supply of steel items.**

Sealed Tenders are invited in two parts, (Part-I containing Technical & Commercial Bid and Earnest Money Deposit, Part-II containing Price Bid) from Traders/Stockiest/Manufacturers. Both the offers should be placed in a third envelop and to be submitted on or before the due date and time, duly super scribing the tender number and due date on the third envelop for supply of Steel materials for Bottom Discharge Hopper wagon as per details indicated below:

**1. DETAILS OF REQUIREMENT:**

The details requirement of Structural, Sheets, Plates and Rounds are enclosed in Annexure-I & II.

**2. INSPECTION :** Inspection shall be carried out by Burn Standard Co. Ltd.

**3. OFFER VALIDITY :** Offer should be kept alive for our acceptance for the period of 90 days from the date of opening of the tender.

**4. PAYMENTS:** Payments will be made after 30 days from the date of receipt of Materials at our Burnpur Works by account payee cheque from head Office. No advance payment will be made to the supplier.

**5. DELIVERY:**FOR, Burnpur Works, Burnpur.

**6. QUANTITY VARIATION :** Purchaser reserves the right to accept or reject the tender fully/partially without assigning any reason thereon. Purchaser reserves the right to increase/decrease the quantity upto 30% of the order quantity during the currency of the contract without assigning any reason. It will be the responsibility of the supplier to ensure safe receipt in match set at the stores in BSCL or its nominated consignee.

**7. SUBMISSION OF OFFER :** The Tenderer must submit their sealed offer in quadruplicate (containing both Technical Bid, Part-I and Price Bid , Part-II placed in a third envelop) on or before 2.30 p.m. on 16.07.2010 at the following address super scribing “ Tender No. MM/RM/HO/10-11/44 dt. 25.06.2010, Due date and time addressed to The Dy. General Manager (Coml. & MM), Head Office, Burn Standard Co. Ltd., 22-B, Raja Santosh Road, Kolkata – 700027, West Bengal, India.

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**Continuation Sheet**

- 7.1.0 The Technical & Commercial Bid shall contain the following:
- 7.1.1. General Conditions of contract for Supply/Purchase (1974) and all the pages of the tender paper as a token of acceptance thereof by the tenderer.
- 7.1.2. Requisite Earnest Money Deposit (EMD) in the form of DD on any Scheduled Bank in avour of Burn Standard Company Limited, payable at KOLKATA as stated herein after.
- 7.1.3. List of clients and the performance report.

**8. EARNEST MONEY DEPOSIT:**

Tenderers are required to deposit the EMD In the form of demand draft, drawn in favour of BURN STANDARD COMPANY LIMITED on any nationalized Bank payable at Kolkata as per following to be submitted along with the commercial bid.

VALUE UPTO RS.5,00,000.00	RS. 5,000.00
VALUE FROM RS.5,01,000.00 TO RS. 10,00,000.00	RS. 10,000.00
VALUE FROM RS.10,00,001.00 TO RS. 25,00,000.00	RS. 25,000.00
VALUE FROM RS.25,00,001.00 TO RS. 50,00,000.00	RS. 50,000.00
VALUE FROM RS. 50,00,001.00 TO RS.1,00,00,000.00	RS. 1,00,000.00
VALUE FROM RS. 1,00,00,000.00 TO RS.2,00,00,000.00	Rs. 1,50,000.00
VALUE ABOVE Rs. 2,00,00,000.00	Rs. 2,50,000.00

- 8.1.1. The earnest money paid by the tenderers with the tender will be refundable of them in due course without any interest.
- 8.1.2. Any request for Earnest Money from any pending bills of the tenderers or for adjustment of Earnest money from previous Security Deposit/Earnest Money of the tender, if any with BSCL shall not be entertained.
- 8.1.3. In case of successful tenderer(s) the earnest money will be automatically converted into security deposit for the fulfillment of the contract. But in case of unsuccessful tenderer(s), the Earnest Money will be refunded to the respective tenderer(s) as early as possible or on expiry of the validity period whichever is earlier provided however, if the tenderer(s) withdraw/amend/rescind the tender/quotation after opening of the tender and during the validity of the tender/quotation or reduce the validity thereof, the Earnest Money shall stand automatically forfeited without any further reference to the concerned officer.
- 8.1.4 EMD of the tenderer (s) other than the successful tenderer shall be refunded without any interest after the expiry of the validity period of the offer as provided herein above.
- 8.1.5. Tenders received with Earnest Money less than requisite amount is liable for rejection.

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9. **SECURITY DEPOSIT:**

9.1.0 Successful bidder should deposit a sum towards security deposit within 15 days of receipt of Purchase Order in the form of Bank Guarantee (BG as per format provided by the purchaser), Demand Draft/Pay order from any Nationalised Bank valid till completion of Warranty / Gurantee period. The amount of Security Deposit will be 10% against total value of Purchase Order.

9.1.1 Security deposit will be retained by the company as interest free towards performance guarantee till final execution of the contract. The security deposit will be refunded after successful execution of the contract and “No Objection Certificate” by the company / Beneficiary unit.

10. **PRICE** : Price will be remain firm for the entire quantity. No price escalation will be considered during the pendency of the contract.

10.1.0. The price to be quoted by the tenderers should take into account the credit availed on input under “MODVAT SCHEME” introduced w.e.f. 01.03.1988. The tenderers should give a declaration that any set-off in respect of duties & inputs as admissible under is being totally and unconditionally passed on the producer in the price quoted by them.

11. **TRANSIT INSURANCE** : Transit Insurance will be made by the purchaser. Advance information to be communicated to facilitate such insurance.

12. **PRODUCT CATALOGUE** : Product Catalogue/Drawing along with technical details should be submitted along with the tender.

13. **PERFORMANCE REPORT** : Performance Report with respect to supplies made in the past to Public/Private Sector should be enclosed along with the tender.

14. **INCOME TAX CLEARANCE CERTIFICATE** : Tender must accompany IT Clearance Certificate/Sales Tax Clearance Certificate/PAN No. etc.

15. **LIQUIDATED DAMAGE** : in the event of late supply of materials, purchaser reserves the right to recover from the tenderer by way of Liquidated Damage equivalent to 2% of the materials value including Taxes, Duties and Freight or part thereof per month subject to max. 10%

16. **RISK PURCHASE** : As per the standard provision in Purchase Contract, purchaser reserves the right to impose Risk Purchase Clause as per Rule in the event of failure of supply against the tender.

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**Continuation Sheet**  
**BURN STANDARD CO. LTD.**

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17. **RIGHT TO ACCEPTANCE** : This Office does not pledge itself to accept the lowest or any other tender and reserve itself the right of acceptance of wholly or any part of the

tender of portion of the quantity order and the tenderer shall supply the same at the rate quoted above.

18. **GUARANTEE** : Conditions laid down in clause XXVI of Burn Standard's General Conditions of Contract for supply / Purchase shall be for a period of 30 months from the date of supply or 24 months from the date of commission whichever is earlier.
19. **LIQUIDATED DAMAGES:** In the event of late delivery of material, purchaser reserves the right to recover from the suppliers by way of Liquidated damages equivalent to 2% price of materials per month including taxes, duties and freight.
20. **TRANSIT INSURANCE:** The purchaser will not pay separately for transit insurance and the supplier will be responsible till the entire stores contracted for arriving in good condition of the destination mentioned in the delivery schedule.
21. **OTHER TERMS & CONDITIONS:**
  - 21.1.0 Purchaser reserves the right to increase/decrease the quantity upto 30% of the ordered quantity during the currency of the contract at the same price and terms and condition. Tender quantity may be distributed amongst the tenderers.
  - 21.1.1 The Contract shall be treated as having been concluded as soon as a Letter of Intent is issued.
  - 21.1.2 The Special Terms and Conditions hereto are to be read in conjunction with the general Terms and Conditions for supply/Purchase (1974) attached as may be logically applicable to this tender.
  - 21.1.3 Any correction made in the price quoted by the Buyer/Tenderer (s) should be attested by the Buyer / Tenderer (s) under his full signature with Company's Seal.
  - 21.1.4 Tenderer (s) should sign all the pages of the tender documents with Company's seal of the tendering firm as a token of acceptance of the terms and conditions.
  - 21.1.5 Clarifications, if any, are to be sought by the Tenderer (s) from BSCL, before submission of the tender and no complaints whatsoever, will be entertained after opening of the Tender.
  - 21.1.6 BSCL does not bind itself to accept the lowest offer or any offers or to assign any reason (s) for non-acceptance of it. BSCL is at liberty to accept and/or reject any or all offers without assigning any reasons thereof.

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**Continuation Sheet**  
**BURN STANDARD CO. LTD.**

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22. **DECLARATION BY THE TENDERER** :  
I/We have fully understood the above Special Terms and Conditions as well as the General Terms and Conditions of the Tender along with all its Annexure which are

returned herewith duly signed by me/us with Seal as a token of acceptance of the aforesaid Terms and Conditions in too and I/We have made my / our offer keeping in view of these terms and conditions.

Thanking you,

Yours faithfully,  
For Burn Standard Co. Ltd.

(S.K. CHATTERJEE)  
Dy. General Manager (Coml. & MM)  
Contact No. 0091 33 2448 8851 (O)  
Mobile No. 09830906247  
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