



Burn Standard Co. Ltd.
(A Govt. of India Undertaking)
CENTRAL PROJECT DIVISION
A Subsidiary of Bharat Bhari Udyog Nigam Limited
REGISTERED OFFICE : 22B, RAJA SANTOSH ROAD, KOLKATA-700 027.
PH: 2449 8418 / Fax: 2479 7294

Ref: CPD/08-09/01

Date: 09-06-2008

M/s.

Dear Sir (s),

SUB: TENDER DOCUMENTS FOR SPARES FOR ASH HANDLING PROJ.
REF: Tender No. CPD/08-09/01 Dated 09-06-2008
Last DATE FOR SUBMISSION OF TENDER: 07-07-2008 upto 3.30 PM
DATE FOR OPENING OF TENDER : 07-07-2008 at 4 .00 PM

1. Sealed Tenders are invited in one part, (Containing Technical & Commercial Bid and also Price Bid) for procurement of Spares for Ash Handling Project from reputed, at least 10 years' experienced & enlisted vendors, subject to the terms and conditions appearing hereinafter, as per details indicated below:-

Sl.No.	Description of Spares Items	Unit	Quantity
1	Reversible Type Double Roller Clinker Grinder of 80 TPH Capacity with Complete Set, as per Drg. No. 6/1/01.	Each	3 Nos

- 1.01. Cost of Tender Document is Rs. 200/- (Rupees Two hundred only) through Demand Draft in favour of Burn Standard Co. Ltd., payable at Kolkata.
2. **(i) Quantity indicated above is approximate. Purchaser reserves the right to increase/decrease/delete the item/ quantity to be ordered based on the actual requirement at the time of finalisation and the parties are bound to accept the same.**
(ii) Contract made under this tender will be governed by Burn Standard Co. Ltd's General Conditions of Contract and Special Condition of Contract for supply/purchase of Spares of Ash Handling Project and invitation to the tender and instruction thereon.
3. **SPECIFICATION & DRAWINGS:** At the time of manufacturing the materials, the Specification must be followed as mentioned in the Drawings.
Any information, details etc. called for in the Specification and not shown in the drawing and vice-versa, shall have the same effect and meaning as if called for and shown both in Specification and Drawings. In case of conflict between the specification and drawings, the decision of the Purchase or his authorized representative shall be final and bindings.

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4. **INSPECTION:** By Burn Standard Co. Ltd. or its nominated Inspection Agency.
5. **OFFER VALIDITY:** Offer should be kept open for acceptance for a period of 120 days.
6. **PRICE VALIDITY:** The offered price should remain firm till the completion of the jobs.
7. **SUBMISSION OF TENDER:** The Tenders must be submitted on or before 3-30 PM on 07-07-2008 in the Central Project Division of BSCL, KOLKATA at the following address after super scribing the sealed envelope containing Tender No. and due date:-

**The General Manager (D&D) and In-Charge
Burn Standard Company Limited,
Central Project Division
22 B, Raja Santosh Road, Alipur
Kolkata- 700027**

The envelope must be dropped in the tender box at BSCL/CPD Office KOLKATA at the above address at any time prior to the closing date and time (on or before 3.30 PM on 07-07-2008). The Technical, Commercial & Price Bid will be opened on the same day at 16-00 Hours in presence of the authorized representative of tenderers, those who are interested to be present.

In case of down loading from Website, Bidders must submit Demand Draft of Rs.200.00 (Rupees Two Hundred only) in favour of Burn Standard Company Limited, payable at Kolkata at the time of submission of Offer, otherwise the said offer will be treated as cancelled.

8. The Technical & Commercial Bid shall contain the following:-
 - (i) General Conditions of Contract and Special Condition of Contract for Supply/Purchase and all the pages of the tender paper as a token of acceptance thereof by the tenderer as per Annexure I & II respectively.
 - (ii) Requisite Earnest Money Deposit (EMD) in the form of DD on any Scheduled Bank in favour of BURN STANDARD COMPANY LIMITED, payable at KOLKATA as stated hereinafter.

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- (ii) In case the Tender is submitted by Post/Courier, BSCL shall not be responsible for any delay in receipt or loss of tender documents in postal transit. No Telex, Telefax, Telegraphic Quotation will be accepted. No offer / tender documents submitted or received or be eligible for consider after the due date of the tender.
 - (ii) The rate shall be quoted for each item separately and in the correct unit as required and specified i.e. Each No. basis or Unit basis – F.O.R. Kolkata/Howrah on door delivery basis. Tenderer should indicate the base price, duties and taxes (with percentage) as applicable as on date.
11. Quotation received for combined/conditional offer and/or submitted otherwise than as required is liable to be rejected.
- (ii) Incomplete tenders, illegible and/or submitted with qualifications or conditions at variance with the General Terms & Conditions of Tender' if any, and combined offer/ conditional offer/counter offer are liable to be rejected.
 - (ii) **EARNEST MONEY DEPOSIT:**
 - (ii) 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 & Technical Bid. The earnest money paid by the tenderers with the tender will be refundable to them in due course without any interest:-

VALUE UPTO 5 LAKHS	RS. 5,000/-
VALUE FROM 5—10 LAKHS	RS. 10,000/-
VALUE FROM 10—25 LAKHS	RS. 25,000/-
VALUE FROM 25—50 LAKHS	RS. 45,000/-

Govt. undertakings and firms registered with DGS &D, Small Scale Industries Service Institute and D G T D will, however be exempted from depositing Earnest Money. Necessary up-dated documents in favour of their status are to be furnished along with the Bid.

- (ii) 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.

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(iii) 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.

(iv) EMD of the tenderer (s) other than the highest successful tenderer shall be refunded without any interest after the expiry of the validity period of the offer as provided herein above.

(v) Tenders received with Earnest Money less than the requisite amount if liable for rejection.

14. **SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE :**

The successful bidder shall have to furnish a Bank Guarantee for an amount of equivalent to 10% of the Order Value within 30 days from the date of issuance of Purchase Order from any Nationalised bank and it shall have validity covering (24 months) entire warranty period of 18 months plus 6 (six) month's claim period thereof. Bank Guarantee is to be submitted to the General Manager (D&D) & I/C-CPD, Burn Standard Co Ltd, Central Project Division, 22-B, Raja Santosh Road, Kolkata – 700 027.

No payment will be made without acceptance of Bank Guarantee.

15. **PERFORMANCE REPORT:** Performance Report with respect to supplies made to reputed Public/Private Sector should be enclosed along with Tender.

16. **OFFER VALIDITY:** offer should be kept alive for our acceptance for the period of 120 days from the date of opening of the Tender.

17. **PRICE VALIDITY:** Offered price should remain firm for the total ordered quantity till the completion of the jobs.

18. **PAYMENT:** 70% payment will be released after receipt of materials and balance 30% will be released after acceptance of materials at site. No Advance payment will be made to the Supplier.

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19. **DELIVERY:** Delivery to be completed within 4 (Four) months from the date of placement of Letter of Intent/Purchase Order. Materials are required to be delivered at our Godown Kolkata / Howrah.

20. **OTHER TERMS & CONDITIONS:**

- (i) Purchaser reserves the right to increase the quantity upto 75% of the ordered value during the currency of the contract at the same price and terms and condition and/or within 1 (One) Year from the date of Purchase Order.
21. The Contract shall be treated as having been concluded as soon as a Letter of Intent is issued.
22. The Special Terms and Conditions hereto are to be read in conjunction with the General Terms and Conditions for supply attached as may be logically applicable to this tender.
23. 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.
24. 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.
25. Clarifications, if any, are to be sought by the Tenderer (s) from CPD/BSCL, before submission of the tender and no complaints whatsoever, will be entertained after opening of the Tender.
26. BSCL does not bind itself to accept the highest 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.

27. **LIQUIDATED DAMAGES:**

- (i) In case of any delay in execution of the Order beyond the stipulated date of delivery / delivery schedule including any extension permitted in writing, the Owner reserves the right to recover from the Vendor a sum equivalent to ½% of the value of the delayed materials/equipment for each week of delay and part thereof subject to a maximum of 5% of the total value of the Order (including elements of taxes, duties, freight etc.)

- (ii) Alternatively, the Purchaser reserves the right to purchase the materials/equipment from elsewhere at the sole risk and cost of the Vendor and recover all such extra cost incurred by the Purchaser in procuring the materials by the above procedures.
- (iii) Alternatively, the Purchaser may cancel the order completely or partly with our prejudice to his right under the alternatives mentioned above.
- (iv) In the event of recourse to alternative 20 (ii) and 20 (iii) above, the Owner will have the right to repurchase the Stores which are readily available to meet the requirement irrespective of the fact whether the materials/equipment are similar or not.

22. **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.

23. **WARANTEE :**

The Vendor shall insure that all material/equipments/service executed/rendered under this Order shall conform of the Purchaser's requirements and specifications. The Vendor guarantee the materials/equipment/service under this Order for a period of 12 months from the date of the first operation or 18 months from the date of delivery/completion, whichever is earlier. The Vendor agrees to replace any material, which has been proved defective or fails to conform to the desired specified specifications free of cost to the Purchaser. The guarantee period for such replaced part shall be the same as that of the material/equipments/services rendered or specified earlier.

The Vendor shall furnish to the Purchaser along with his acceptance of this Order, Bank Guarantee for an amount equivalent to 10% of the total value of the Order, as per the proforma enclosed towards the performance guarantee if so specified in the Purchase Order, Bank Guarantee shall be from any Nationalized Bank/Scheduled Indian Banks as listed in the second schedule of Reserve Bank of India Act 1934. Bank Guarantee from certain Foreign Banks in India are also acceptable subject to prior confirmation from BSCL.

The Purchaser shall at his discretion have recourse to the said Bank Guarantee for the recovery of any or all amount due from the Vendor in connection with the contract including guarantee obligations. Checking/approval of Vendor's drawings, installation and acceptance of

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material/equipment/furnishing to effect shipment and/or work done for erection, installation and commissioning of the equipment by the Purchaser or any other Agency on behalf of the Purchaser shall not in any way relieve the Vendor from the responsibility for proper performance during the Guarantee Period.

(A. K. DAS)
GENERAL MANAGER(D&D) & I/C – CPD

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DECLARATION BY THE TENDERERS

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 us with Seal as a token of acceptance of the aforesaid Terms and Conditions too and we have made our offer keeping in view of these terms and conditions.

(Seal of the Company)

Signature of the Tenderer

PRICE BID

TENDER NO. : CPD/08-09/01. Date : 09-06-2008
CLOSING DATE & TIME : 07-07-2008 AT 15-30 HOURS
OPENING DATE & TIME : 07-07-2008 AT 16-00 HOURS

Sub: Offer for Purchase of Spares of 3 Nos. Double Roller Clinker Grinder for Ash Handling Projects

In response to the above tender, we are hereby submitting our offer, as detailed below:

Sl. No.	Details of Materials	Drg. No.	Unit	No.	Unit Rate	Total value
01	Frame Sub Assembly	06/1/19	Nos.	03		
02	Drum Sub Assembly	06/02/32	Nos.	06		
03	Grinder Segment	06/02/09	Nos.	24		
04	Spherical Roller Bearing	SKF-22316-C	Nos.	12		
05	Bearing Housing Support	06/1/33	Nos.	12		
06	Drive Gear	06/3/08	Nos.	06		
07	Non Standard Hardware materials (28 types)		Sets	03		
08	S M A L L S P A R E S I T E M S					
a	Wear Plate	06/03/15	Nos.	12		
b	Bearing Housing	06/02/29	Nos.	12		
c	Gear Cover Support Plate	06/03/12	Nos.	03		
d	GIB head Key 22X14X150	IS-2293	Nos.	06		
e	Lantern Ring	06/03/10	Nos.	12		
f	Throttling Bush	06/04/13	Nos.	12		
g	Packing Gland	06/03/14	Nos.	12		
h	Cover Plate	06/03/30	Nos.	12		
i	Drive Gear cover	06/02/11	Nos.	03		
j	Frame Wear Plate	06/04/16	Nos.	06		
k	Deflector Plate	06/05/36	Nos.	12		
l	Thrust Washer	06/04/17	Nos.	06		
m	Sealing Plate	06/03/31	Nos.	12		
9	Assembling of machine including Rotation testing of the machine by Electric & Mechanical and also packing charges		Sets	03		

E.M.D. details:

Address in CAPITAL Letters with
Phone/Fax/E-Mail/Web Site

signature of Tenderer with Seal

GENERAL TERMS AND CONDITIONS

1.00 Submission of Bid

1.01 Bid shall be prepared and submitted in two parts, as indicated below in two separate sealed envelopes under a master sealed envelope properly marked on top

Part – I – Technical and Commercial Bid (un-priced)

Part – II- Price Bid

1.02 An un-priced format of the price bid, duly signed and stamped by you, should be submitted along with the technical and commercial part (Part I) of the bid. It is to be carefully noted that the aforesaid “un-priced format” should not indicate any price. Each page of the General Terms and Conditions, Special Terms and Conditions & Technical Specifications along with Scope of Work should be signed and to be submitted along with the technical and commercial part (Part – I) of bid as a token of acceptance.

2.00 Acceptance of Tender

BSCL is not bound to accept the lowest or any bid or to assign any reason for rejection of a bid. BSCL also reserves the right to accept the whole or a part of bid or to place order for any increase or decreased quantity on the basis of unit price quoted. BSCL reserves the right to reject any/or all bids without assigning any reason whatsoever.

3.00 Earnest Money

3.01 The Earnest Money should be deposited in a separate sealed envelope. The Earnest Money shall be in the form of Demand Draft or Pay Order or Bank Guarantee on any nationalized bank in favour of Burn Standard Co Ltd to the extent indicated below:

Value of Tender

Upto Rs. 5.0 Lacs

Above Rs. 5.0 Lacs to Rs. 10.0 Lacs

Above Rs.10.0 Lacs to Rs. 25.0 Lacs

Above Rs.25.0 Lacs to Rs. 50.0 Lacs

EMD Amount

Rs. 5,000/-

Rs.10,000/-

Rs.25,000/-

Rs.45,000/-

3.02 No interest is payable on the Earnest Money Deposit. Bank Guarantee format for EMD will be as per Annexure – A. The Bank Guarantee shall be valid up-to 6 months from the date of opening of the bid.

3.03 Any offer, without Earnest Money in the form and for the amount, as indicated above, shall be liable for rejection. However, BSCL reserves its discretion to waive-off requirement of submission of EMD in specific cases, as would be deemed fit by the Competent Authority of BSCL.

4.00 Security Deposit cum Performance Guarantee.

4.01 The successful bidder shall have to furnish a Bank Guarantee for an amount equivalent to 10% of the Order Value within 30 days from the date of issuance of Purchase Order from any Nationalised bank and it should have validity covering (24 months) entire warrantee period of 18 months plus (6) six month's claim period thereof. Bank Guarantee is to be submitted to the General Manager (D&D) & I/C-CPD, Burn Standard Co Ltd, Central Project Division, 22-B, Raja Santosh Road, Kolkata – 700 027.

No payments will be made without acceptance of Bank Guarantee.

4.02 Whenever any claim against the Contractor for the payment of a sum of money arises out of / or under the Contract, BSCL shall be entitled to recover such sum by apportioning in part or whole, from the Security Deposit and the Performance Guarantee of the Contractor. In the event of Security Deposit/Performance Guarantee being insufficient, then the balance of the total sum recoverable, as the case may be, shall be deducted from any sum then due to the Contractor. The Contractor shall pay BSCL, on demand, any balance remaining due.

4.03 No interest charges shall be paid on Security Deposit cum Performance Guarantee.

5.00 Liquidated Damage

Time is the essence of the contract. The supplier should strictly adhere the time schedule for delivery of the goods/execution of the work as per Delivery Period indicated in Special Condition of Contract. In the event of delay in completion of delivery schedule within the agreed period, the supplier shall be liable to liquidated damages (not by way of penalty) @ ½ % of the value of the order for each week of delay or part thereof. Such liquidated damages shall be deducted from contractor's bills and/or by invoking the available Bank Guarantee. However, the supplier liability for delay in delivery shall not exceed 5% of the total value of the order (including elements of taxes, duties, freight etc.).

6.00 Inspection

6.01 The work under this contract shall be subject to inspection by BSCL, his customer and / or any third party inspection agency nominated by BSCL. As regards acceptance/rejection of any work, the decision of BSCL engineer in-charge will be final and binding upon the Contractor. The work shall be inspected in phases

from the start of execution/manufacturing of the work and as elaborated in the approved quality assurance plan.

- 6.02 Only after having obtained satisfactory result by the Contractor after their internal inspection, the Contractor shall give 15 days written notice to BSCL for any material being ready for testing / inspection. The contractor shall arrange necessary testing equipment at the time of inspection free of cost.
- 6.03 The Contractor shall submit three (3) sets of Material Test Certificates, Performance test certificate, Inspection certificate, Guarantee Certificate, Packing List, Consignment Note / Challan etc. along with each package of consignment of goods.
- 6.04 The inspection by BSCL/its customer and issue of inspection certificate thereon shall in no way limit the liabilities and responsibilities of the contractor in respect of the deliver the items/execution of the work as per agreed specification & quality of goods as asked in the specification.

7.00 Replacement of Defective Parts / Services

If during the progress of the works BSCL shall decide and inform in writing to the Contractor, that the Contractor has manufactured/rendered any services of plan or part of the plan unsound or imperfect or has furnished any plan inferior than the quality specified, the Contractor on receiving details of such defects or deficiencies shall at his own expense within 7 days of his receiving the notice , or otherwise , within such time as may be reasonably necessary for making it good, proceed to alter , reconstruct or remove such work and provide fresh equipments/services up-to the standard of specifications. In case the Contractor fails to do so, BSCL may on giving the Contractor 7 days notice in writing of his intention to do so, proceed to remove the portion of the works so complained of and at the cost of the Contractor, perform all such work or furnish all such equipment provided that nothing in this clause shall be deemed to deprive BSCL of or effect any rights under the Contract which BSCL may otherwise have in respect of such defects and deficiencies.

8.00 Risk Purchase

In case of non performance or unsatisfactory performance by the Contractor, BSCL reserves the right to terminate the Contract either wholly or to the extent of such default, and get the job done by any other Contractor at the risk and cost of defaulting Contractor. The extra cost involved for such risk purchase, shall be recoverable from the defaulting Contractor. BSCL's decision in this regard, is final and binding the defaulting Contractor. BSCL shall have the right to invoke the Bank Guarantees to recover the amount or to deduct the amount from any money in its hand or otherwise be due on account of the defaulting Contractor.

9.00 **Suspension of Work**

9.01 BSCL reserves the right to suspend and reinstate execution of the whole or any part of the work without invalidating the provision of the contract. Order for suspension or reinstatement of the works will be issued by BSCL to the contractor in writing. In this case, the time and completion of the work will be extended for a period equal to duration of the suspension.

9.02 Any necessary and demonstrable cost incurred by the contractor as a result of such suspension of the work will be paid by BSCL, provided such cost are substantiated to the satisfaction of BSCL. BSCL shall not be responsible for any liabilities if suspension or delay is due to some default for which BSCL does not have any control.

10.00 **Cancellation of the order**

10.01 BSCL reserves the right to terminate the contract/order either in part or in full for any reason for which the contractor is not responsible. In such an events BSCL shall give 15 days notice in writing to the contractor of his decision to do so. The contractor upon received of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and contracts to the extent they are related to the work terminated and terms satisfactory to BSCL, stop all further sub-contracting or purchasing activities related to the work terminated, and assist BSCL in maintenance, protection and disposition of the work acquired under the contract by BSCL.

11.00 **Demurrage, Wharfage etc**

All demurrage, wharfage and other expenses incurred due to delayed clearance of the material or any other reason shall be to the account of the Contractor.

12.00 **Deduction from Contract Price**

All cost, damages or expenses which BSCL may have to pay but the Contractor is liable under the contract, will be claimed by BSCL and/or may be deducted the amount, from any money due or becoming due by him to the Contractor under the Contract or may be recovered by actions of law or otherwise, if the Contractor fails to satisfy BSCL of such claims.

13.00 **Statutory Deduction**

BSCL shall be entitled to deduct all the Statutory Deductions, which shall have to be deducted from source, from all the payments to be made to the Contractor. The necessary certificates about such deductions shall be furnished by BSCL on written request of the Contractor.

14.00 **Validity**

The offer should be kept valid for a period of 120 days from date set for opening of the bid.

15.00 **Force Maejure**

Force Maejure is herein defined as any cause which is beyond the control of the Contractor or BSCL as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the Contract, such as :

- a) Natural phenomena, including but not limited to floods, draughts , earthquake and epidemics.
- b) Acts of any Govt , including but not limited to war , declared or undeclared, priorities, quarantines, embargoes .

Provided either party shall within 15 days from the occurrence of such a cause notify the other in writing of such causes.

The Contractor or BSCL shall not be liable for delays in performing his obligations resulting from any Force Majeure cause as referred to and / or defined above. The date of completion will subject to herein after provided, be extended by a reasonable time even though such cause may occur after Contractor's performance of his obligations has been delayed for other causes.

16.00 **Arbitration**

All disputes arising in connection with this contract whether before or after termination, shall be finally be settled by the rules of conciliation and arbitration under the Indian Arbitration Act 1996 and amended thereof, by appointing some person by BSCL. If the person is not found acceptable to both the parties then by constituting a board of arbitration consisting of three members, one to be nominated / appointed by the two arbitrator as umpire. The decision of the arbitrator or umpire, as the case may be, shall be final and binding on both the parties. The arbitrator and or umpire shall record their reason for passing award, copies of which shall be send to both the parties.

17.00 **Jurisdiction**

The High Court of Calcutta shall have only the jurisdiction to deal with and decide any legal matter or dispute whatsoever arising out of this contract/order.

ANNEXURE-II

SPECIAL CONDITION OF CONTRACT (For the items to be manufactured based on BSCL's Drawing)

1.00 Terms of Payment

- a. No advance payment shall be made.
- b. 70% Payment will be released after receipt of materials and balance 30% will be released after acceptance of material at site.

2.00 Price basis

The prices shall remain firm through-out the period of execution of the contract / order. The prices are inclusive of all taxes and duties as applicable for this contract. The price shall also inclusive of the Packing, Forwarding and Free delivery to BSCL's Works / Godown at Kolkata / Howrah.

3.00 Taxes & Duties

- 3.01 Sales Tax levies and any other duties payable shall be shown separately in the invoice. This shall be to the account of the Purchaser/Owner, unless otherwise mention in the Purchase Order. Any increase in the Rates of Taxes, Levies and Duties beyond the delivery period stipulated in the Purchase Order shall be to the account of the Supplier/Vendor.
- 3.02 In case of transaction in West Bengal, W. B. Sales Tax at concessional rate should be considered. Otherwise, Central Sales Tax at concessional rate shall be considered. In both the cases necessary Declaration Form shall be issued by BSCL on completion of the execution of the order and/or year-wise.
- 3.03 The Excise Duty shall only be paid on submission of Excise Duty Gate Pass at actual.

4.0 Guarantee

The Vendor shall insure that all material/equipments/service executed/rendered under this Order shall conform of the Purchaser's requirements and specifications. The Vendor guarantee the materials/equipment/service under this Order for a period of 12 months from the date of the first operation or 18 months from the date of delivery/completion, whichever is earlier. The Vendor agrees to replace any material, which has been proved defective or fails to conform to the desired specified specifications free of cost to the Purchaser. The guarantee period for such replaced part shall be the same as that of the material/equipments/services rendered or specified earlier.

The Vendor shall furnish to the Purchaser along with his acceptance of this Order, Bank Guarantee for an amount equivalent to 10% of the total value of the Order, as per the proforma enclosed towards the performance guarantee if so specified in the Purchase Order, Bank Guarantee shall be from any Nationalized Bank/Scheduled Indian Banks as listed in the second schedule of Reserve Bank of India Act 1934. Bank Guarantee from certain Foreign Banks in India are also acceptable subject to prior confirmation from BSCL.

The Purchaser shall at his discretion have recourse to the said Bank Guarantee for the recovery of any or all amount due from the Vendor in connection with the contract including guarantee obligations. Checking/approval of Vendor's drawings, installation and acceptance of material/equipment/furnishing to effect shipment and/or work done for erection, installation and commissioning of the equipment by the Purchaser or any other Agency on behalf of the Purchaser shall not in any way relieve the Vendor from the responsibility for proper performance during the Guarantee Period.

5.00 **Delivery**

5.01 Entire materials shall be delivered to BSCL/Transporter's Godown at Howrah / Kolkata on Door Delivery basis free of cost. The name of the Transporter will be intimated at the appropriate time.

5.02 Delivery will be completed within 4 (Four) months from the date of placement of Letter of Intent/Order.

6.00 **Packing & Marking**

6.01 All the equipment / items shall be suitable protected, quoted, covered to prevent damage or deterioration during transit, handling and storage at site till the time of erection. All threaded portion shall be suitable protected with either a metallic or non-metallic device.

6.02 In case, the material required to be despatched in dismantling condition to avoid any damage in transit, all the components shall be suitably marked with permanent paint / metal tagging so that it can easily be identified and reassembled at Site.

6.03 All the materials / items which are prone to damage / breakage during transit by truck, are required to be boxed and crated properly to prevent such damage / breakage.

6.04 The items should marked with a specific number/symbol as will be intimated by BSCL in the order with permanent paint and/or with stamping/engraving in the casting/items.

6.05 Before despatch of any items, the contractor should prepare and submit a detail Packing List indicating the details of packing along with each consignment.

7.00 **Painting**

All surfaces which will not be easily accessible after the shop assembly, shall before-hand be treated and protected for the life of the items/equipment. All the surfaces shall be thoroughly cleaned of all mill scale, oxide and other coatings and prepared in the shop. All other metallic surfaces subject to corrosion shall be painted with two coats of approved quality primer and two coats of synthetic enamel finished paints. The finished colours shall as specified by BSCL at a later date.

8.0 **Special condition for Inspection, Painting, Packing & Delivery of Materials**

If BSCL's customer desires, in that case the materials shall be inspected at BSCL's works in place of contractor's works.

Under the above circumstances, the contractor, after satisfaction of its own inspection will call BSCL for inspection of the item and thereafter BSCL's inspector shall inspect the items and after satisfaction shall issue the Preliminary acceptance of the item/ equipment. Based on such Preliminary acceptance, the contractor shall deliver the items to BSCL's works.

Thereafter, joint inspection of the items shall be carried-out by BSCL's customer/BSCL/ Contractor's representative. All the necessary testing equipment and manpower shall have to be arranged by the contractor at BSCL's works. On satisfactory completion of such inspection, the contractor has to arrange the necessary painting & packing as specified elsewhere in the contract and the material shall be ready for despatch on issuance of Despatch Clearance Certificate by BSCL's inspector. The contractor at BSCL's works and/or in their own works can do the painting & packing.

No additional amount shall be paid to the contractor for making arrangement of such inspection, testing, painting & packing of the items covered under this contract/order.

In view of above, Contractor shall have to be borne the cost of delivery from their Works to BSCL Works and after final clearance from BSCL Works, the materials are to be dispatched to the specified Transport's Godown at Kolkata/Howrah.

9. **Drawing**

The tenderer has to send their competent representative to BSCL's Office to review the drawing for preparation and submission of their bid. The drawings may not be available to the tenderer to take it at their Works for tendering purpose. However,, 1 (One) set of drawing shall be given to the successful tenderer only along with the Order. The Contractor, on completion of the work, will return the drawings to BSCL along with their final bill.

10.0 **Pattern/Die**

Any pattern / die which shall have to make by the Contractor for execution of the Work, covered under this contract is the property of BSCL. The Contractor, on completion of work, will also supply these Patterns/ Dies to BSCL's Works along with the last consignment.

11.0 **Provisions under Indian Official Secret Act 1923 and subsequent amendments**

The Technical Data, Information, Drawings etc. supplied to you are the absolute property of Burn Standard Co Ltd and you will not reveal, pass on, transfer or grant any rights to any other part, person, corporation, Government Body etc. Where any know-how, drawings etc. is sent to you for performance of the contract on behalf of Burn Standard Company Limited, you will strictly keep the documents in top secrecy. You will not acquire any title whatsoever to the information, know-how, drawings etc. and shall not use the same for any purpose other than that for which it is furnish to your Company by Burn Standard Company Limited and that the said know-how or information or drawings is not be disclosed to others. In case of any violation of the above, Burn Standard Company Limited shall take appropriate legal action against your Company.

If you are found to divert or deliver the components or pass on any drawings, know-how to anyone other than Burn Standard Company Limited either directly or indirectly, it will be treated as a breach of Contract and you are liable to be prosecuted or penalized under the above Act.
