



**Burn Standard Co. Ltd.**  
(A Govt. of India Undertaking)  
A Subsidiary of Bharat Bhari Udyog Nigam Limited  
REGISTERED OFFICE : 22B, RAJA SANTOSH ROAD, KOLKATA-700 027.  
PH: 2448 8849/Fax: 2448 8846  
E-Mail – burnho@vsnl.net

Ref: MM/BO HO/09-10/04

Dated 24.02.2010

**M/s** .....

Dear Sir (s),

**SUB: TENDER DOCUMENTS FOR AIR BRAKE EQUIPMENT**  
**REF: Tender No. MM/BO/HO/29 Dated 24.02.2010**  
**Last DATE FOR SUBMISSION OF TENDER: 12.03.2010 by 2.30 PM**  
**DATE FOR OPENING OF TENDER : 12.03.2010 at 3.00 PM**

1. Sealed Tenders are invited in two parts from manufacturers for the supply of Air Brake Equipments without Pipes for our Howrah Works and Burnpur Works, Burnpur, subject to the terms & conditions appearing hereinafter, as per details indicated below :-

S.N	ITEM	Drawing No.	Quantity
1	Single Pipe Graduate release with load sensing device Air Brake Equipment for BOBRNHS Wagon complete set with Air Brake Cylinder ( 355 mm dia) Auxiliary reservoir ( 100 Ltrs.) Dirt Collector, cut of angle cock with vent & Hoser coupler to Drg. No. WD-91071-S-74 Alt. 5 or latest.	RDSO STR No. 02-ABR-2002 of October'03 with latest amendment.	400 sets

2. (i).Quantity indicated above is approx. Purchase reserves the right to increase/ decrease/delete the items/ quantity to be ordered based on the actual requirement at the time of finalization and parties are bound to accept the same.  
(ii). Contract made under this tender will be governed by BSCL's general conditions of the contract for supplies/purchase (1974) and Invitation to tender and instructions thereof.
- 3.. **INSPECTION:** By RDSO or his nominee.
- 4 **CONSIGNEE:** Burn Standard Company Limited, Burnpur Works.
5. **OFFER VALIDITY:** offer should be kept open for acceptance for a period of 120 days.
6. **PRICE VALIDITY:** Tenderer must confirm that their quoted price shall remain firm till completion of supply against the Order and no escalation of price will be considered during the currency of the Contact.
7. **SUBMISSION OF TENDER:** The Tenders must be submitted in on or before 2.00 PM on 12.03.2010 in the office of Chief Manager (MM), BSCL, KOLKATA at the following address after super scribing the tender No. addressed to :-

**Chief Manager (MM),**  
**Burn Standard Company Limited,**  
**22 B, Raja Santosh Road, Alipur**  
**Kolkata- 700027**

9. Purchaser reserves the right to increase/ decrease the ordered quantity upto 30%, during the currency of the contract at the same price and terms and conditions with suitable extension of the delivery period.

10. The rate shall be quoted for each item on door delivery basis. Tenderer should indicate the base price, duties and taxes (with percentage) as applicable as on date.

11. 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.

## 12. EARNEST MONEY DEPOSIT:

(i) 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. The earnest money paid by the tenderers with the tender will be refundable of 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/-
VALUE FROM 50—1 CRORE	RS. 1,00,000/-
VALUE FROM 1 CRORE TO Rs.2 CRORES	RS 1,50,000/-
VALUE ABOVE RS.2 CRORES	RS.2,50,000/-

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.

(ii) In case of successful tenderer(s) the earnest money will be automatically converted into security deposit for the fulfillment of the contract. But incase 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.

(iii) 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.

(iv) Tenders received with Earnest Money less than requisite amount is liable for rejection.

## 13. SECURITY DEPOSIT:

Successful tenderer should deposit a sum towards security deposit as per the table given below by demand draft / pay order/ Bank Guarantee from any Nationalised Bank as per prescribe format within 10(Ten) days from the date of receipt of Purchase order.

<u>VALUE OF PURCHASE ORDER</u>	<u>SUM OF SECURITY DEPOSIT</u>
(a) Upto Rs.2 Lakhs	Rs. 10,000/-
(b) Above Rs.2 Lakhs to 5 Lakhs	Rs. 15,000/-
(c) Above Rs.5 Lakhs to 10 Lakhs	Rs. 25,000/-
(d) Above Rs.10Lakhs to 25 Lakhs	Rs. 50,000/-
(e) Above 25 Lakhs	2% ( Two percent) value of purchase order

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.

14. **PAYMENT:** Payment will be made after 45 days from the date of receipt of Material at our Works, by account payee cheque. No advance payment will be made to the supplier.

15. **DELIVERY:** Materials are required to be delivered at Burpur Works on phased manner. It will be the responsibility of the supplier to ensure safe receipt of materials in Burn Standard Company Limited Burnpur Works.

16. **OTHER TERMS & CONDITIONS:**

- (i) The Contract shall be treated as having been concluded as soon as a Letter of Intent is issued.
- (ii) 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.
- (iii) 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.
- (iv) 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.
- (v) 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.
- (vi) 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.

17. **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.

18. **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.

19. **WARANTEE :** 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.

20. **RIGHT OF ACCEPTANCE:** This Office does not pledge itself to accept the lowest or any other tender and reserves to itself the right of acceptance of the whole or any part of the tender or portion of the quantity offered and you shall supply the same at rate quoted above.

21. **COMMUNICATION OF ACCETANCE:** Acceptance by the Purchaser will be communicated by telegram, speed post or issuance of Letter of intent. In case where acceptance is communicated by telegram or Speed Post, the formal acceptance of tender will be forwarded to you as soon as possible but the instructions contained in the telegram or letter should be acted upon immediately.

22. Tender document is not transferable.

23. In the event of failure to deliver the material, BSCL reserves the right to take risk purchase action against you.

(B.Bhattacharjee)  
CHIEF MANAGER (MM)

**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.

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**Signature & Seal of the Tenderer**

