

BURN STANDARD COMPANY LIMITED
(A SUBSIDIARY OF BBUNL)
(A GOVT.OF INDIA UNDERTAKING)
POST BOX NO:565, SALEM-636 005.

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Invitation of Tender for Outgoing Transportation (2 Part System)

Tender No. : S/T46/2008-09 dt.16.06.2008
Due date of submission : 23.07.2008; 09.00 A.M
Due date & Time of Opening : 23.07.2008; 12.00 Hrs. (Techno-Commercial Bid Only)
EMD TO BE SUBMITTED : Rs.2,50,000/-

To

Dear Sirs,

Sub: Contract for Outgoing Transportation - Reg.

1) Offers are invited for engaging contractors for Outgoing Transportation

(Description & Quantity to be transported is as per Price Bid – ‘B’ enclosed)

Note: Contracts made under this tender will be governed by Burn Standard’s General Conditions of Contract for supply/purchase and invitation to tenderer and instructions therein as per Annexure ‘C’ enclosed.

2) Submission of Tender:-

The tender is required to be submitted to Chief Manager(Materials Management), Burn Standard Co.Ltd.,Salem-636 005 in Triplicate in two parts:-

- a) Technical and Commercial Bid (Part-I) as per Annexure –‘A’
- b) Price Bid (Part-II) as per Annexure –‘B’

The Techno Commercial Bid (Part-I) should contain the following:-

- a) Statutory Requirements viz., Proof for Experience., IT Clearance Certificate., PAN No. & Bank Name etc.,
- b) The list of customers with complete address, phone no., etc., whom the tenderer is in contract with.
- c) Existing Work Orders.
- d) Income Tax Certificates etc.,
- e) Any deviations in commercial terms and conditions to tender terms.

No price details should be given in this bid (Part-I). Earnest Money Deposit should be enclosed in Part-I(Techno-Commercial) bid. The Part-II should contain price only.

The Part-I and Part-II bids for the tenderer should be enclosed in separate envelope and particulars marked on the face of the envelope and properly sealed. Both the envelopes should be placed in a third envelope and sealed. The tender, number date of opening should invariably be indicated on the face of the envelope.

3) Validity of the Tender:-

The offer shall remain valid for 90 days from the date of opening of tender.

4) Earnest Money Deposit:-

An Earnest Money Deposit required to be submitted alongwith the offer as per the details below for tender value exceeding Rs.10,000/-

Contd.....2.....

Value of Tender	EMD Rs.
Upto 5 Lacs	5,000.00
Above 5 Lacs to 10 Lacs	10,000.00
Above 10 Lacs to 25 Lacs	25,000.00
Above 25 Lacs to 50 Lacs	45,000.00
Above 50 Lacs to 1 Crore	1,00,000.00
Above 1 Crore to 2 Crore	1,50,000.00
Above 2 Crore	2,50,000.00

Government undertaking and Firms registered with DGS&D and NSIC will however be exempted against proof of Registration Certificate. EMD to be deposited in the Form of DD Or Pay Order infavour of Burn Standard Co.Ltd., payable at Salem.

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

5) Security Deposit:-

Successful Tenderer should deposit an amount that will be given in the work order, as a Security Deposit, after adjusting EMD by Demand Draft/Pay Order or Bank Guarantee to be sent within 15 days on receipts of our order which will be retained with us as interest free towards performance guarantee till final execution of the contract. This will be returned after successful execution of the contract against issue of no objection certificate by the purchaser.

6) The Company reserves the right to increase or decrease the quantity upto 30% of the work order quantity during the currency of the contract on the same price, terms and conditions with suitable extension of delivery period.

7) Risk Purchase:-

Without serving any notice, the company reserves the right to procure the service from elsewhere at your risk any cost in the event of failure to carryout the work within the stipulated time, and according to specification or terms and conditions specified.

8) Payment Terms:-

Our Terms Of Payment: As per Price Bid. Payment will not be made in case, if the contractor does not provide all the certificates and CM(Mktg.) to certify all the documents furnished by him.

9) Price:-

Tenderer must confirm in Techno-Commercial Bid that their quoted price is Firm till completion of our contract.

10) 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.

11) Communication Acceptance:-

Acceptance by the purchaser(Company)will be communicated by FAX, Phone: express letter of acceptance or formal "Acceptance of tender". In case where acceptance is communicated by FAX or express letter, the formal acceptance of tender will be forwarded to you as soon as possible but the instruction contained in the telegram or express letter should be acted upon immediately.

12) This tender is not transferable.

13) The Company reserves the right either to accept or reject any tender in full, or part without assigning any reason thereof.

Encl.:-1)Techno-Commercial Bid (Part-I); Annexure-'A';2)Price-Bid (Part-II); Annexure-'B'
3)General Condition of Contract for Supply (Annexure'C')

For Burn Standard Company Limited.,

(R. Raghunathan)
General Manager.

We agreed to the above terms and conditions.
Signature of the Tenderer with Address

BURN STANDARD COMPANY LTD., SALEM-636 005.

TENDER NO: S/T46/2008-09 dt.16.06.2008

TECHNO-COMMERCIAL BID (PART-I)

ANNEXURE-‘A’

- 1) Tenderer should have their approved branches at dispatch end and also at the destination end for which documentary evidence with contact details is to be furnished.
- 2) Tenderer should submit the documentary evidence of Bank Account with minimum balance of Rs.30 Lacs as a proof of their financial position to arrange to transport as per BSCL requirement without any financial problem.
- 3) Tenderer should place Trucks within 3 days from the date of receipt of our requisition over phone for the particular station awarded to them. Beyond that we will be forced to arrange transport from the market at higher rate and the difference of the freight will be deducted from the EMD/Security Deposit. Tenderer to confirm this in this bid.
- 4) Tenderer has to submit receipted copy of LR/Challan/Invoice alongwith their bills. Some SAIL Plant are not giving receipted copy of invoices to the driver of the truck. Branch Manager of the particular Branch of the transporter has to collect the receipted copy of the Invoices and send to us after which the payment will be released. Tenderer has to confirm in this bid.
- 5) No detention charges will be paid in case in minor delays upto 2 days and truck is to be placed on the working days and in working hours.
- 6) Tenderer has to include loading charge at our plant & also unloading charges at the destination point in the price bid where it is applicable like Metal & Steel Factory, Rail Wheel Factory, VISL, Ordnance Factory, Muradnagar & Kanpur, Braithwait, BSCL Howrah, etc.,(In case, if the tenderer wants show the unloading charges separately, he can show the same in the price-bid itself on Rate/-p.mt basis).
- 7) In the price bid rate per tonne to be (given) quoted. They should place trucks either 10.0 or 16.5 or 23.5 MT Capacity as per our requirement as and when required.
- 8) Before quoting Tenderer must enquire this from their respective branch officials. Tenderer has to confirm this in this bid & they may show the unloading charges separately in the price bid.
- 9) The Tender should be submitted in our Tender Form in duplicate
- 10) The Rates quoted should be FIRM and VALID from August'2008 to July'2009
- 11) Quantity indicated for transportation is approximate and Rates quoted should be on DOOR DELIVERY basis.
- 12) The tenderer should attach the following certificates alongwith their Techno-Commercial Bid. a)Income Tax Registration Certificate; b)Performance Report in respect of supplies made to the reputed/private sector to be enclosed; c)Service Tax Registration Certificate; d)Permanent Account No. and Name of the Bank; e)Proof for whether the Firm is sole Proprietorship Or Partnership Firm
- 13) PAYMENT TERMS: As per Price Bid.
- 14) Company reserves the right to increase/decrease 30% of the ordered quantity subject to the production/sales requirement.
- 15) The Transporter should be Bank Approved and also to produce the documents to the effect alongwith the offer.
- 16) PRICE ESCALATION:- The rate quoted shall remain Firm over the entire contract period and not subject any variation including in Statutory levies of the Govt. increase in the price prevalent(i.e.,at the time & date of Tender Opening i.e.,on 23.07.08;12.00Hrs) at Salem will be taken as a base. On HSD price variation, the rates shall be revised pro-rata considering 30% of the freight as the fuel component.
- 17) Weighment tolerance will be allowed 1% beyond which the cost of material will be recovered from your bill
- 18) The tender either full or partly may be rejected by the company without assigning any reason thereof. And, the company has every right to reject any Tender on the basis of past performance and other reasons.
- 19) The company reserves the right to engage any other contractor for the said jobs to meet urgency.

Note:- Please indicate our Tender No. and Date of Opening in the Covers without fail.

I/WE HEREBY AGREE TO CARRY OUT THE WORK AS PER THE TERMS AND CONDITIONS OF THE WORK ORDER/CONTRACT.

DATE:

Signature of the Tenderer with Seal

Address of the Tenderer:-

BURN STANDARD COMPANY LIMITED, SALEM-636 005

Special Terms and Conditions for Transport of Refractory Bricks and others from our Factory at Salem

1. SCOPE OF WORK:-

- 1.1. Tenderer shall be responsible for transportation by Road of finished products and other products such as bricks, raw materials consumables, chemicals, packing materials, spares machinery, building materials etc., from Burn Standard Co.Ltd., Salem to various places and incoming consignments from various places to our factory at Salem as indicated in the tender.
- 1.2. Consignments are to be delivered on DOOR DELIVERY basis
- 1.3. Loading at Booking Point will be done by the Consignor
- 1.4. Unloading of the consignment at Delivery Point will be done by the consignee
- 1.5. No demurrage/wharfage charges is leviable for the consignments
- 1.6. No Charges will be paid in case of detention of vehicles at unloading point
- 1.7. The material should be transported as far as possible on the same Truck/Trailer without any detention/transshipment enroute and maximum time taken should not exceed

Bokaro/IISCO/DSP/ASP	10 days
Rourkela	7 days
Bhilai	5 days
- 1.8. The tenderer shall have an already established branch office of his own at Salem with Godown facilities and with Telephone in his name at Salem for the efficient performance of the contract
- 1.9. Reporting of Trucks in time: The trucks shall report within 24hours on receipt of intimation from the requisitioning office/suppliers in writing
- 1.10. The tenderer or his authorized representative at Salem shall be required to contact our Sales Department daily for taking the requirement of the vehicles
- 1.11. If the Transporter/Contractor fails to place the truck(s) within 48hours on demand in writing of the requisitioning office/suppliers, BSCL shall be at liberty to make alternative arrangement for transportation of goods at the concerned transporters risk and cost without any further reference or ultimatum and the difference of charges if any will be debited to the successful tenderer. Should such instances repeat frequently, action as deemed necessary will be taken by the company.
- 1.12. LRs issued by the successful tenderer shall bear printed serial numbers and it shall be preferable the one issued for Bank consignments. Erasing or over writing etc., in the LRs will not be accepted. LRs should be printed on good quality paper and in reasonable size to enable necessary details to be written. Any condition mentioned in the LR which is in variance with the conditions shall not be binding on the company. Copies of the LRs submitted to the Employer should be legible. LR shall be signed by a reasonable person on behalf of the tenderer.
- 1.13. Gross and Net weight measurement, number of bundles/places/packages constituting the consignment, description of the materials etc., shall be invariably recorded by the successful tenderer in the LR at the time of booking the consignment. The details are very much essential for the calculation of freight charges.
- 1.14. All consignments shall be carried at Carrier's Risk. No LR shall bear the remarks "OWNER'S RISK".
- 1.15. In all cases where proper acknowledgement from the consignment is not taken for full quantity of materials delivered, the tenderer will not be paid the relevant freight charges. In addition the value of such consignment non-delivered in part or full will be recovered from the tenderer.
- 1.16. The successful tenderer shall be responsible for any loss in weight, damage, theft, pilferage etc., and settle claims within 15days from the date of lodging of the claim. The successful tenderer shall also give open delivery certificate certifying loss, damage in transit. Failure of issue open delivery certificate shall be treated as breach of the contract.

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1.17.INSURANCE:-

- a) All consignments shall be carried at carrier's risk. However transit insurance will be arranged by BSCL, wherever necessary. This does not absolve the transporter of the responsibility to carry the consignments safely and deliver the name in good conditions to the consignee.
- b) Transporter shall furnish necessary documents(Shortage, damage certificates etc.,) to enable BSCL to lodge claim on the insurance underwriter.

- 1.18.The tenderer or his authorized representatives are responsible for checking the correctness of the quantity dispatched in the truck. They should thoroughly scrutinize the documents giving various details by BSCL and collect any other documents required such as Road Permit, Way Bill, Form-XX etc.,for transport of truck without any detention of truck enroute. If it is not followed and consequent on this any detention of trucks enroute BSCL is not responsible for the same.
- 1.19. Important:- LR to be booked on the same day of the truck leaving our company. Both consignee and consignor copy of LR should be handed over to BSCL.,SW. LR should clearly mention having received the duplicate for Transporter copy of Excise Invoice No. & date. It is the responsibility of the successful tenderer to take care for handing over the "Duplicate Copy of Transporter" Excise Invoice to the consignee. If it is misplaced the amount of ED deducted from our bill shall be recovered from the successful tenderer.
- 1.20. Incase of transshipment for any material to be delivered to consignee should be as per our documents only. No mix-up acceptable at transshipment point. In case the material is delivered with mix-up at delivery point all the loss extra expenses and any penalty levied by the consignee will be recovered from the successful tenderer.
- 1.21. Successful tenderer should furnish a statement in duplicate for the consignment taken for the previous month furnishing S.No.,LR No. and date, Item Truck No., BSCL Challan No. and date, whether transshipment or direct, revised truck no. If transshipment, date of delivery of the consignment at destination. Number of days taken for delivering the material to the consignee. The above statement is to be submitted within 21 days of the next month.
- 1.22. The weighment indicated in our company's weigh bridge is final for all purpose.

2.0 EARNEST MONEY:-

- 2.1 The tender must be accompanied by Earnest Money Deposit of Rs.2,50,000/- (Rupees Two Lakhs and Fifty Thousand Only) in the form of Demand Draft shall be kept deposit for such period as may be specified for keeping the tender open. The EMD will not earn any interest.
- 2.2 On acceptance of tender, but not earlier than the expiry date of the period for which the tender is kept open, the Earnest Money will be returned to the unsuccessful tenderer.
- 2.3 Should an invitation to a tender be withdraw or cancelled by the employer which it shall have the right to do at any time, the Earnest Money paid with the tender will be returned.
- 2.4 On the tender during accepted by the employer, if so required by the employer at his option an agreement in respect of the contract will be signed and executed by and between the employer and the successful tenderer. The successful tenderer shall also be required to deposit within two weeks of acceptance of his tender security deposit as per Article V of the General Conditions of Contract. Should the successful tenderer fails or refuses to duly sign the agreement or furnish the Security Deposit within the period fixed by the employer as indicated above, the Earnest Money/Bank Guarantee shall be forfeited/enforced without prejudice to his being liable for any further loss or damage incurred in consequence by the employer.
- 2.5 Earnest Money shall be returned to the successful tenderer after the Security Deposit has been furnished to the employer in accordance with Article V of the General Conditions of Contract.

3.0 RATES:-

- 3.1 The tenderer shall be fully familiar with the work and satisfy himself of the conditions of sites and shall collect any other information which he may require before submitting the tender. Claims and objections due to ignorance of conditions of site/work will not be considered after submission of the tenderer.

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- 3.2 In quoting the rates, the tenderer is advised to take into account all factors including any fluctuations in the market rates/operational cost.
- 3.3 Rates for each items in the tender shall be quoted in Rupees and Paise only. Tenderer shall quote in figures as well as in words in English, the rates and amount quoted by them. In case of any difference in the rates quoted in figures and in words, the lower of the two rates will be taken as the tendered rate.
- 3.4 Tenderer should quote rates against the items in the tender schedule for the work as fully described and contained therein.

4.0 RATE VARIATION:-

- 4.1 The rates quoted shall remain Firm over the entire contract period and not subject to any variation including variation in statutory variation in HSD price. For this purpose, the HSD price prevalent at Salem will be taken as base. On HSD price variation, the rates shall be revised pro-rata considering 30% of the freight as the fuel component as illustrated below:-

Illustration:-

Assumed Rate Rs.0.65 per lit/km	20% increase in HSD price (Rs. P.)	20% increase in HSD price (Rs. P.)
70% of assumed rate	0.455	0.455
30% of assumed rate	0.195	0.195
20% increased / decreased (+)	0.039	0.039
or 30% of assumed rate RevisedRate	0.689	0.611

5.0 SUBMISSION OF TENDER:-

- 5.1 Tenders shall be sent by Registered Post or handed over personally against receipt by the date and at the place specified in the invitation to tender.
- 5.2 Tenders must be submitted in sealed covers superscribing the tender number and date of opening of the cover.
- 5.3 Tenders shall be submitted only by the parties who have been invited to participate in this tender. Tenders received from others are liable to be rejected.
- 5.4 Tenderers shall submit their offers in the prescribed tender document.
- 5.5 Joint participation in tender will not be allowed.
- 5.6 Tenders shall not be addressed by name to any officer of the employer.
- 5.7 Tenders shall be submitted in English Language.
- 5.8 The tenderer shall sign each and every page of the tender documents in token of acceptance thereof, invitation to Tender, General Conditions of Contract, Schedules etc., However, the signature on the tender schedule along shall be deemed to be acceptance of all the schedule of rate, invitation to tender, general conditions of contract etc., forming part of the tender documents.
- 5.9 All entries in the tender documents shall be in one ink.
- 5.10 Any tender containing clerical, arithmetical mistakes may be rejected.
- 5.11 Each tenderer, while submitting his offer shall submit a declaration as to whether he has any relative within the meaning of Section 6 read with schedule I A of the Companies Act, 1956 employed in any capacity with the employer. In case he has any relative employed in any capacity with the employer, the full name, particulars of position held in Burn Standard Co.Ltd., must be clearly indicated. In case the tenderer is awarded the contract, he shall inform the employer if any of his relative, as defined above, joints Burn Standard Co.Ltd., at any time subsequent to the awarded and during the continuance of the contract.
- 5.12 If the offer is not accompanied by such declaration referred to above the same shall be treated as incomplete and will be liable to rejection. In the event of furnishing wrong declaration on this behalf by the tenderer whose offer happens to have been accepted by the employer, the employer reserves the right to rescind the contract forthwith as soon as the fact comes to light. The successful tenderer shall in such case, make good to the employer any loss or damage resulting from such cancellation.

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- 5.13 Tenders not giving full particulars/not complying with the requirements as mentioned above shall be considered as incomplete and liable to summary rejection.
- 5.14 Any tender containing false information/particulars shall be liable to be rejected and tenderers found quality of furnishing false information/particulars shall be debarred from any future dealings with the employer.
- 5.15 The tenderer is at liberty to be present or authorise a representative to be present at the time of opening of the tender.
- 5.16 Insertions, additions and alterations shall not be recognized unless confirmed by the tenderer's signature.
- 5.17 Late and Conditional Tenders will not be considered and will be rejected.
- 5.18 In case the date of opening of tender becomes a holiday tenders will be opened on the next working day.

6.0 PERIOD OF VALIDITY OF TENDER:-

- 6.1 The tender and the rates quoted shall be deemed to remain valid for a period of four months from the closing date of the tender.

7.0 TERMS OF PAYMENT:-

- 7.1 Subject to any deduction which the employer may be authorized to make under the contract, the successful tenderer shall be entitled to payments generally as follows:-
- 7.2 Payment will be made only for the completed item of work & as per Price-Bid.
- 7.3 Freight charges are inclusive of Toll Taxes, hamali, statistical and other such charges except octroi, Town duty and such other duties levied on the consignments transported.
- 7.4 In respect of outward consignments dispatched by the employer to customers on Freight To Pay basis., realization of the Freight amount from the consignees will be the responsibility of the successful tenderer.
- 7.5 The successful tenderer shall collect from the consignees Octroi, Town Duty and any other such duties paid by the successful tenderer at the time of handing over the consignments on production of documentary evidence.
- 7.6 Payment of Freight charges, Octroi, Town Duty and such other levies paid by the successful tenderer on the consignments transported will be made to the successful tenderer against submission of bills within 60 days.
- 7.7 Freight bill shall contain the following particulars:-
 - a) Name of the Consignor
 - b) Name of the Consignee
 - c) Description of Consignment
 - d) LR Number and Date
 - e) Date of Delivery at the Destination duly Receipted having received in good condition
- 7.8 Freight Bill shall be accompanied by the following:-
 - a) Receipted copies of the LR duly acknowledged by the consignees with his office seal indicating clearly the correct receipt and date of receipt of the consignments transported by the successful tenderer and acknowledgement of the duplicate copy for transportation of the excise invoice for claiming MODVAT by the consignee.
 - b) Documentary evidence clearly indicating the Octroi, Town Duty and such other duties levied on the consignments transported and paid for by the successful tenderer for and on behalf of the consignees during transportation of the consignments.
 - c) Weighment cards in support of the weight mentioned in the LR in respect of full lorry loads and Trailer Load wherever available.
- 7.9 Freight Bill shall be duly stamped and pre-receipted and shall be submitted on triplicate.
- 7.10 Delay in payment or disallowance if any shall neither vitiate other terms of the contract nor shall it give any right to the successful tenderer to suspend work under the contract.

8.0 LIABILITY OF SUCCESSFUL TENDERER REGARDING LOSS, DAMAGE ETC.,

- 8.1 The amounts which have been spent on account of the successful tenderers negligence etc., shall be recovered from the pending bills of the successful tenderer at the option of the employer. The assessment of losses and the amount to be reimbursed or recovered, etc., as determined by the employer shall be binding on the successful tenderer.

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8.2 It shall be understood that simply because an amount/quantum of loss is dispute, it would not debar the employer from recovering it from the pending bills of the successful tenderer. If late on, it is decided that it was not correctly recovered, the amount will be refunded.

8.3 The successful tenderer shall be responsible for all losses or damages due to any cause whatsoever from the time they receive the goods and during the period they are held by them in transit or storage and of till the time the goods delivered to consignees as the case may be.

9.0 TAXES:-

9.1 The successful tenderer shall pay all taxes, duties, charges or levies which may be assessed, imposed or levied upon any income realized by him under the contract.

9.2 Income-Tax if leviable, shall be borne by the successful tenderer. The successful tenderer shall be responsible to furnish income-tax authorities, as required under the Income-Tax Act.

9.3 Any Income-Tax which the employer may be required by law to deduct, shall be deducted at source and the same shall be paid to the tax authorities for the account of the successful tenderer and the employer shall provide the successful tenderer tax deduction certificates.

10.0 CAPACITY OF THE TENDERER:-

10.1.0 Technical Capacity:-

The tenderer shall submit 5 (five) copies of the printed list of branches of the tender with their full address and telephone numbers along with 5 (five) copies of the printed list of the associates with their branch address, if any of the tenderer.

10.1.2 The tenderer shall furnish details of the truck/trailers/other equipment owned by him together with proof of ownership.

10.1.3 The tenderer shall furnish details of work similar type and magnitude carried out by him during the last three years in other Burn Standard Co.Ltd.,Govt.of India/ State Govt.Undertaking/other reputed firm alongwith the photo-copies of the contract.

10.2.0 LEGAL CAPACITY:-

10.2.1 The tenderer shall satisfy the employer that he is complete and authorized to submit tender and or to enter into legally binding contract with the employer. To this effect, any person giving a tender shall render documentary evidence that his signature on the tender, submitted by him is legally binding upon himself, his firm or company, as the case may be.

10.2.2 A person signing the tender form or any document forming part of the contract on behalf of another shall be deemed to warrant that he has authority to bind such other and if it is discovered at any time that the persons so signing has no authority to do so, the employer, without prejudice to other civil and criminal remedies, cancel the contract and held the signatory liable for all cost and damages.

10.2.3 In case of Partnership Firms the tenderer shall submit the names of all the Partners and their addresses alongwith an attested copy of the latest partnership deed.

10.2.4 In case of companies, the tenderer shall submit certified copies of the memorandum and articles of association alongwith a copy of the balance sheet for the year just ended.

10.3.0 FINANCIAL CAPACITY:-

10.3.1 The tenderer shall furnish the name and address of his Banker together with a certificate as to the financial standing of the tenderer from his banker.

10.3.2 The tenderer shall submit an attested copy of the latest Income-Tax clearance Certificate having current validity.

10.3.3 The tenderer should be on the approved list of transporters of Indian Banks Association and shall submit a Photo copy of the approval from Indian Banks Association. In case the tenderer ceases to be in the approved list, the contract is liable for termination.

11.0.0 Lowest Tender Not Necessarily to be accepted.

11.1.0 The employer is not bound to accept the lowest or any tender or to assign reasons for non-acceptance. The employer also reserves the right to accept the tender either in whole or in part

12.0.0 Negotiation:-

12.1.0 The employer reserves the right to negotiate with any party after opening of the tenders. Non-compliance by the party to such request for negotiation shall render his tender liable for rejection.

12.2.0 Tenderer shall not increase his quoted rates in case the employer negotiates for reduction of rates. Such negotiations shall amount to cancellation or withdrawal of the original offer and the rates originally quoted shall be binding on the tenderer.

13.0.0 CANVASSING:-

13.1.0 Canvassing in any form is strictly prohibited and the tender submitted by the tenderer who resorts to canvassing, will be liable to rejection.

14.0.0 SIGNING OF A CONTRACT AGREEMENT:-

14.1.0 On the tender being accepted by the employer, if so required by him at his option, an agreement in respect of the contract will be signed and executed by and between the employer and the successful tenderer. All cost, charges and expenses and incidental to the execution of the said agreement shall be borne by the successful tenderer.

15.0.0 NOTICE ON BEHALF OF THE EMPLOYER:-

15.1.0 Notice and certificates on behalf of the employer in connection with and contract may be given by duly authorized representative of the employer.

15.2.0 The employer reserves the right to issue addenda too the tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated in the documents submitted with this invitation to tender. Each addendum issued will be distributed to each tenderer or his authorized representatives and the addendum so issued shall form a part of the original tender.

16.0.0 RIGHT OF THE EMPLOYER:-

16.1.0 The employer reserves the right:-

- a) of placing the contract simultaneously or any time during the currency with one or more tenderer and/or by negotiation appoint some other contractor accordingly.
- b) Of appointing any other agency for any service referred to in the contract to meet an emergency if the employer or his authorized representative(whose decision shall be (final) is satisfied that the successful tenderer is not in a position to render specific services within the period in which such services are required.

16.2.0 The employer also retains full discretion to allocate work among other contractors. The quantum of work allocated to contractors from time to time would be completely at the discretion of the employer.

16.3.0 The mere mention of any time of work in this contract does not by itself, confer a right on the successful tendering demand that the work relating to all or any items thereof should necessarily or exclusively be entrusted to them.

I/We hereby agree to the special terms and conditions mentioned above.

Date:

Signature of the Contractor/Transporter with Seal

BURN STANDARD COMPANY LIMITED.,SALEM-636 005
PRICE BID(PART-II)

Tender No: S/T46/2008-09/16.06.2008

Annexure- 'B'

Sub: Transport of Refractory Bricks and others from our Factory at Salem to other SAIL/MINI Steel Plants etc.,

S. No.	Destination Place	Unit	Qty. (MT) (Apprx.)	Rate/MT Immediate against Receipted Challan	Rate/MT 30days credit (Rs.)	Rate/MT 60days credit (Rs.)
1	SAIL, BSP, Bhilai	MT	1335			
2	SAIL, BSL, Bokaro	MT	4252			
3	SAIL, RSP, Rourkela	MT	801			
4	SAIL, DSP, Durgapur	MT	603			
5	SAIL, ASP, Durgapur	MT	2207			
6	SAIL, VISP, Bhadravathi	MT	717			
7	VSP, Vizag	MT	833			
8	M&S Fy., Ishapur(W.B)	MT	670			
9	Ord.Fy., Muradnagar	MT	170			
10	Rail Wheel Fy., B'lore	MT	209			
11	HCL, ICC, Ghatsila(WB)	MT	471			
12	HCL, KCC, Khetrinagar	MT	757			
13	Braithwait, Hoogly(WB)	MT	153			
14	Burn Std., Howrah(WB)	MT	226			
15	Ispat Inds.(Dolvi)Raigad	MT	924			
16	SAIL, IISCO, Burnpur	MT	3976			

NOTE:- 1. Quantity indicated is approximate, will vary depending upon the actual requirement; 2. Rate quoted must be Firm till completion of order; 3. Payment: As above. 4. Delivery:- As above from August'08 to July'09; 5. EMD: Rs.2,50,000/-(Rupees Two Lakhs Fifty Thousand Only) by way of DD to be enclosed alongwith the offer; 6. Offer will not be accepted without EMD. 7. Offer should be submitted in the Tender Form itself duly signed in all the documents enclosed. 8. Tenderer has to mention the halting charge(if any) in this (Price-Bid)for any unavoidable reason at the particular station with a documentary proof for such detention. Tenderer has to confirm this in the technical bid. 9. For large quantity order above 3000 MT of any destination, order may be distributed in 70:30 between two parties.

Date:-

Signature of the Tenderer with Seal

Address of the Tenderer:-