Burn Standard Co. Ltd.
(A Govt. of India Undertaking)
Ministry of Railways
21 & 22 Nityadhan Mukherjee Road, Howrah - 711101.
PH(033) 2638-2601/03,2641-2602/04/Fax (033) 2638-4869
Website: www.burnstandard.com
E-Mail – bsclpuchasehw@gmail.com
–burnstandard@gmail.com

Ref: MM/HW/FDY/RM/16-17/11 **17-12-2016**

To
M/s.

Dear Sir (s),

Sub : Tender Documents.
Ref: Tender NO. MM/HW/FDY/RM/16-17/11 DT.17-12-2016
Last Date For Submission Of Tender: 17-01-2017 BY 2-30 P.M.
Date Of Opening Of Tender: 17-01-2017 BY 3-00 P.M.

1. Sealed Tenders are invited in two parts, (Part-I containing TechnIcal & Commercial Bid and Earnest Money Deposit, Part-II containing Price Bid as per BSCL Price Format Annexure-I) for the procurement of following items for our Howrah Works (21 & 22 Nityadhan Mukherjee Road, Howrah) subject to the terms & conditions appearing hereinafter, as per details indicated below:-
2. **Tenderer who downloaded the tender document from our website are required to deposit Rs. 500/- by A/c Payee demand draft / Pay Order drawn in favour of BURN STANDARD CO. LTD. payable at Howrah towards cost of tender document along with their Bid:-**

Sl. No.	Item	Description / Specification	Monthly requirement (approx.)	Quantity
1.	Calcined Petroleum Coke	**BIS : 8502 of 1977** Fixed C : 98 % , Ash by mass : 0.50 % Max, Real Density : 2.03%, S : 1 % Max, Volatile matter : 0.50 %, Moisture: 0.10% Max (Packed in 50 Kg. Gunny bag).	4.8 MT	57.6 MT
2.	HA Tiles (9" X 4.5" X 1")	Alumina : 70% Minimum	800 Nos.	9600 Nos.

3. (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 of the tender.
(ii) Contract made under this tender will be governed by Burn Standard Co. Ltd's General Conditions of Contract for supply / purchase and invitation to the tender and instruction thereon.
(iii) BSCL reserves the right to split the tendered quantity among two bidders at the ratio of 60:40 among L-1 & L-2 bidders respectively.

4. **Offer Validity** : Offer should be kept valid for acceptance by BSCL for a period of 90 days from the date of opening of the tender. If the 90th day is a Holiday for BSCL, the offer will remain valid for acceptance till the next working day.

5. **Submission Of Tender:** The Tenders must be submitted on or before 2.30 PM on -17/01/2017 at Purchase Department in a sealed envelope super scribing the tender No. (Tender No. MM/HW/FDY/RM/16-17/11 dated: 17-12-2016) at the following address:-

Manager (P& PPC),
Burn Standard Company Limited,
21 & 22 Nityadhan Mukherjee Road,
Howrah – 711101

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The envelope (both Part-I & II) should be put up in a third envelop and to be dropped in the tender box at Puchase Department, Howrah at the above address at any time prior to the closing date and time. (on or before 2-30 PM on 17-01-2017).

6. The Technical & Commercial Bid shall contain the following :-

(i). General Conditions of contract for Supply/Purchase and all the pages of the tender paper to be signed with official seal as a token of acceptance thereof by the tenderer.

(ii). Requisite Earnest Money Deposit (EMD) in the form of DD/Pay Order drawn in favour of BSCL or Bank Guarantee as per format provided by BSCL with their offer. In case of SME units opting for NSIC certificate submission to opt for advantages under NSIC, such certificate must include required quality material in product and capacity list of NSIC.

(iii). Bids must contain copies of Trade Licence Certificate, Sales Tax Clearance Certificate, Income Tax Clearance Certificate, Pan Card No., VAT Registration Certificate etc.

(iv). The past performance of the bidder will be taken into account while evaluating their offer. M/s. BSCL Management reserves the right to reject their offer, if the past performance is not satisfactory.

(v). Bidders under this tender must have continuous immediate past 03 years experience on supply. Copaies of orders shall be enclosed along with the offer.

(vi). Performance report with respect to supplies made to reputed Public/Private Sector should be enclosed along with the Tender.

7. 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 after the date of submission of the tender are eligible for consideration.

8. Quotation received for combined/conditional offer and/or submitted otherwise than as required is liable to be rejected.

9. 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.

10. Earnest Money Deposit:

(i). The tenderers are required to deposit the Earnest Money in the form of Demand Draft / Pay Order only from any Nationalized Bank drawn in favour of Burn Standard Company Limited, Howrah, or by Bank Guarantee as per format provided by BSCL with their offers as per following to be submitted along with the commercial bid :

Value of Tender	Earnest money (interest free)
Up to Rs.5 Lakhs	Rs.5,000/-
Rs.5,00,001 to Rs.10,00,000	Rs.10,000/-
Rs.10,00,001 to Rs.25,00,000	Rs.25,000/-
Rs.25,00,001 to Rs.50,00,000	Rs.50,000/-
Rs.50,00,001 to Rs.1 Crore	Rs.1,00,000/-
Rs.1 Crore to Rs.2 Crores	Rs.1,50,000/-
Above Rs.2 Crore	Rs.2,50,000/-

The earnest money paid by the tenderers with the tender will be refundable to them in due course without any interest.

(ii). The units registered with DGS&D, SSI units registered with NSIC and PSU Units/RDSO approved vendors may be exempted from submission of EMD.

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(iii). Regular/existing suppliers having overdue bills with the Company and willing to adjust Earnest Money from any pending bills of the tenderers or for adjustment of Earnest Money from previous Security Deposit/Earnest money of the tender, may be allowed to do so subject to the condition that the corresponding amount to be transferred from Sundry Creditors to earnest money account.

(iv). 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.

(v). 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.

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

11. <u>Security Deposit</u> :

(i). For due fulfillment of the contractual obligations, Successful Bidder shall submit Security Deposit by Demand Draft/Pay Order **in favour of "Burn Standard Co. Ltd., Howrah** or in the form of Bank Guarantee (as per format provided by B.S.C.L.) within 15 days of receipt of Purchase Order. The amount of Security Deposit shall be 5% of the material value including ED & Taxes.

(ii). 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.

(iii) Security Deposit may be waived for SSI, NSIC, PSU, DGS&D and RDSO approved sources. Security Deposit may also be waived for proprietary items, Original Equipment Suppliers. However, based on the nature of items Security Deposit can be insisted even from the vendor registered with SSI/NSIC/DGS&D and RDSO.

12. Price Validity: Offered price should remain firm for the total ordered quantity.

13. <u>Payments</u>: Payment will be made within 30 days from the date of receipt of Material at our Howrah Works, by account payee cheque from Howrah Works. No advance payment will be made to the supplier.

14. Paying Authority: - Head of Howrah Works accounts or authorised representative of accounts department as delegated by competent authority of Burn Standard Co. Ltd., Howrah Works.

15. Certifying Authority:-Head of the Stores department or authorised representative as delegated by Unit Head of Burn Standard Co. Ltd., Howrah Works.

16. Quantity Variation : Purchasers reserves the right to increase/decrease the quantity upto 30% of the ordered quantity at the same price and terms & conditions during currency of the contract with assigning any reason.

17. Repeat Order : BSCL management reserves the right to place repeat order for 75% of the ordered quantity at the same rate and terms within the currency of the contract and contractor will be bound to accept the repeat order.

18. Option Clause: BSCL management reserves the right to increase or decrease the ordered quantity by 30% (thirty percent) during the currency of the contract at the same price and terms & condition.

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19. **Delivery**: Materials are required to be delivered at Howrah Works on staggered basis of one month's requirement every month or as per Howrah Works' requirement. It will be the responsibility of the supplier to ensure safe receipt of materials in Burn Standard Company Limited, Howrah Works.

20. **Inspection:** By authorized representative of BSCL after receipt of material at Howrah Works.

21. **Cancellation of Order:** In case of unsatisfactory performance the Company reserves the right to terminate the Contract/Order.

22. **Other Terms & Conditions**:

(i) 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. M/s. BSCL management reserves the right to place repeat order of 75% of the ordered quantity at the same rate, terms & conditions.

(ii)The Contract shall be treated as having been concluded as soon as a Letter of Intent is issued.

(iii) Any correction made in the price quoted by the Tenderer (s) should be attested by the 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 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.

23. **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.

24. **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.

25. **Preference to MSME Units :** offer from MSME unite will be considered for placement of order in accordance with the guidelines circulated vide Ministry of MSME, Govt. of India, Notification No. 503 dated 23.03.2012 and subsequent notification, if any.

26. **Risk Purchase**: As per standing provision in purchase contract, purchaser reserves the right to impose Risk Purchase Clause as per the Rule in the event of failure of supply.

27. **Arbitration**

i) In the event of any dispute or difference arising between BSCL & PSU relating to the interpretation and application of the provisions of the contract, such difference or dispute shall be settled as per guideline issued by Department of Public Enterprise and the Arbitration and Conciliation Act 1996 shall not be applicable.

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ii) All questions, disputes or differences whatsoever arising between the BSCL and contractor other than PSU or in relation to or in connection with the contract, either party may forthwith give notice to other in writing of the existence of such question, disputes or differences and the same shall be referred to the adjudicator of sole arbitrator. Chairman & Managing Director of BSCL shall have the right and authority to appoint any officer of the company as arbitrator not below the rank of a General Manager who is not directly connected with the order under the Arbitration & conciliation Act 1996.

iii) Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.

(D. Majumdar)
Manager (P&PPC)

Enclosed: Annexure-I (Price Bid Format)

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 toto and I/We have made my / our offer keeping in view of these terms and conditions.

_____
Signature & Seal of the Tenderer

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Annexure-1

Tender No.: MM/HW/FDY/RM/16-17/11 **Date. 17/12/2016.**

PRICE FORMAT

1) Firm belongs to Micro and Small Enterprise (MSEs) and NSIC Please tick — YES ☐ NO ☐

2) Firm belongs to Micro and Small Enterprise (MSEs) owned by SC/ST-Please tick — YES ☐ NO ☐

Sl. No.	Items	Quantity	Rate Per MT/ Each (Rs.)	Excise Duty (@ Rs.)	VAT/ CST (@ Rs.)	Packing Charges Rs.	Freight Charges	Entry Tax @1%	Landed Price Rs.	Total Landed Price (Rs.)
01	Calcined Petroleum Coke	57.6 MT								
02	HA Tiles (9" X 4.5" X 1")	9600 Nos.								

Note: Supply from outside West Bengal will attract Entry Tax @1% of the landed price. Entry Tax amount will be loaded for evaluation for determining interse position.

TENDERER'S SIGNATURE: ……
DESIGNATION: ……
DATE: ……
COMMON SEAL: