

# **BURN STANDARD COMPANY LIMITED**

**(A GOVT. OF INDIA UNDERTAKING)**

**MINISTRY OF RAILWAYS**

**22B, RAJA SANTOSH ROAD**

**ALIPORE, KOLKATA- 700027**

**Phone no: 033- 24488851/49 Fax No: 033 – 24488846**

**Ref : MM/HO/HAT Section/BOBRN/16-17/63**

**Date : 19.12.2016**

To

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Dear Sirs,

**Sub : Supply of HAT Section for BOBRNHSM1 Wagon**

**Ref : MM/HO/HAT Section/BOBRN/16-17/63 Date : 19.12.2016**

**Date & Time of Submission: By 2:30 PM on 03.01.2017**

**Date & Time for opening of tender: At 3:00 PM on 03.01.2017**

Sealed Tenders are invited in Single Bid, containing Techno Commercial Terms & Conditions and Prices from RDSO approved vendors for supply of HAT Section for BOBRNHSM1 Wagon at BSCL, Burnpur Works.

1. Annexure – I : Schedule of Requirement.
2. Annexure – II : Instruction to Bidders.
3. Annexure – Iii : Special terms and conditions.
4. Annexure – IV : Price Format.

Please arrange to submit your competitive offer within the due date.

Thanking you,

Yours faithfully  
**for Burn Standard Company Limited**

**(S.K. Banerjee)**  
**Manager (P, C & MM)**

Encl:- As stated.

## SCHEDULE OF REQUIREMENT

Sl. No.	Description	RDSO Drawing No.	Specification, Section & Size (In mm)
1	HAT Section for Centre Sill of Bogie Open Rapid Discharge Hopper Wagon Type BOBRNHSM1 Wagon (MBS)	WD-15042-S-54 Alt. Nil I.T. – 1 & WD – 11058-S-01 Alt. 5	IS:2062 E 450BR. With Cu. 327x674x10x9681 MM

**Total Requirement is 140 wagon set.**

**TENDERER'S SIGNATURE:** .....

**DESIGNATION:** .....

**DATE:** .....

**COMMON SEAL:**

## INSTRUCTION TO BIDDERS

### 1.0 MODE OF SUBMISSION OF OFFER

- 1.1 Offer shall be submitted in sealed envelopes.
- 1.2 Tender No., Due Date & Time shall be super scribed on envelope.
- 1.3 Envelopes shall be addressed to Dy. General Manager (P, C&MM), 22 B Raja Santosh Road, Alipore, Kolkata – 700 027.

### 2.0 CONTENT OF BIDS

- 2.1 Bid shall contain the following :-
  - (i) RDSO's updated vendor registration certificate.
  - (ii) Material specification/ brand name.
  - (iii) Location of the factory with contact details.
  - (iv) I/T clearance certificate or PAN No
  - (v) Sales Tax/ VAT registration certificate
  - (vi) Earnest Money Deposit in the form of Demand Draft/Pay order drawn in favour of Burn Standard Co. Ltd. payable at Kolkata.
  - (vii) Performance Report with respect to supplies of similar items made in last 3 years to Public/Private Sector.
  - (viii) Product catalogue consisting of technical details.
  - (ix) Complete set of tender document duly signed with company's seal.
  - (x) Price Format as per Annexure – IV duly filled and signed
  - (xi) Details of all taxes, duties applicable must be furnished.
  - (xii) Any other information as deemed fit.

### 3.0 RATES

- 3.1 All rates, price in the tender form should be quoted both in figures and in words. Tenders containing over written or erased rates are liable to be rejected.
- 3.2 All taxes and duties applicable must be quoted with respective rates and amount. It is to be clearly understood that taxes and duties applicable as on date of bid opening and not indicated in the price bid will be borne by the contractor. However, any statutory variation in rates and levy of new taxes and duties after bid opening during the currency of contract will be to BSCL account.
- 3.3 In case delivery term quoted in Ex-works, freight charges for delivery of materials to Burnpur Works must be indicated in the offer.
- 3.4 While quoting the rates the tenderer shall take into account the entire credit availed on inputs under MODVAT SCHEME introduced with affect from 01.03.1986. The tenderer should give a declaration that any/all set-off in respect of duties on inputs as admissible under the scheme is being totally and unconditionally passed on to the purchaser in price quoted by them.

**4.0 EARNEST MONEY DEPOSIT(EMD)**

- 4.1 The amount of earnest money deposit will be according to the value of tender as mentioned below :-

Estimated Value of Tender (Rs.)	Amount of Earnest Money(Rs.)
Up to 5,00,000/-	5,000/-
5,00,001/- to 10,00,000/-	10,000/-
10,00,001/- to 25,00,000/-	25,000/-
25,00,001/- to 50,00,000/-	45,000/-
50,00,001/- to 1,00,00,000/-	1,00,000/-
1,00,00,001/- to 2,00,00,000/-	1,50,000/-
Above 2,00,00,000/-	2,50,000/-

- 4.2 The units registered with DGS&D, SSI units registered with NSIC, PSU units and RDSO approved vendors may be exempted from submission of EMD on production of documentary evidence.
- 4.3 EMD can be waived by the Competent Authority as per DAFP upto their financial powers for the reputed companies after the recommendation of the Tender Committee certifying that the company shall not default on the terms and conditions, price validity of offer, payment terms, quantity etc.
- 4.4 Regular / existing suppliers having overdue bills with company and willing to adjust the same against EMD, may be allowed to do so, subject to the condition that the corresponding amount to be transferred from sundry creditors to earnest money account, if recommended by the tender committee..
- 4.5 The EMD of unsuccessful bidders will be returned after finalization of the tender without any interest.
- 4.6 The EMD of successful tender will be returned after receipt of Security Deposit.

**5.0 SECURITY DEPOSIT**

- 5.1 Security deposit equivalent to five (5) percent of the total contract value shall have to be deposited by the successful tenderer within 15 days of receipt of LOI / Purchase order in the form of (a) Demand draft in favour of Burn Standard Company Ltd. Payable at KOLKATA or (b) Bank guarantee as per format provided by BSCL valid till completion of contract including warranty period. Security shall bear no interest and will be forfeited for non-performance of the contract by the successful tenderer.
- 5.2 The company shall be entitled and shall be lawful on its part to forfeit the said security deposit in whole or in part in the event of any default, failure or neglect on the part of the contractor in the fulfillment or performance in all respects of the contract under reference or any other contract with the company or any part thereof to the satisfaction of the company and the company shall also be entitled to deducted from the said security deposit any loss or damage which the company may suffer or be put to by reason due to any act or other default, recoverable by the company from the contractor in respect of the contract under reference or any other contract and in either of the events aforesaid to call upon the contractor to maintain the said security deposit at its original limit by making further deposit, provided further that the company shall be entitled to recover such claim from any sum then due or which at any time thereafter may become due to the contract under this or any other contract with the company.

- 5.3 On due performance and completion of the contract in all respect the security deposit will be returned to the contractor without any interest on certification of concerned department.
- 5.4 Security Deposit may be waived for SSI, NSIC, PSU, DGS&D and RDSO registered units on production of documentary evidence. Security Deposit may also be waived for proprietary items and original equipment suppliers. However, based on the nature of the items Security Deposit can be insisted even from the vendor registered with SSI/NSIC/PSU/DGS&D/RDSO.

## 6.0 TERMS & CONDITIONS

- 6.1 FIRM Quoted rates shall be preferred. However, in case bidders are unable to quote on FIRM price basis, they may quote with escalation as per formula enclosed at **Enclosure – I** indicating maximum ceiling limit for escalation during the currency of the contract.
- 6.2 **Delivery Terms** : - F.O.R. BSCL, Burnpur Works, Burnpur.
- 6.3 **Test & Inspection Certificate** : - RDSO's inspection certificate & DM shall accompany the supply.
- 6.4 **Completion Time** : - Supply shall be completed within four to five months from the date of LOI/order or as per our wagon building programme.
- 6.5 **Paying Authority** : - Head of Head office accounts or authorised representative of accounts department as delegated by competent authority of Burn Standard Co. Ltd., Head Office.
- 6.6 **Certifying Authority** :-Head of the Stores department or authorised representative as delegated by Unit Head of Burn Standard Co. Ltd., Burnpur Works, Burnpur.
- 6.7 **Income Tax** : - Income Tax will be deducted at the prevailing rates from the bill of supplier and any increase in Income Tax or Surcharge thereto will be borne by supplier.
- 6.8 **Transit Insurance** : - The BSCL will not pay separately for transit insurance and the supplier will be responsible till the entire stores ordered arrive in good condition at the consignee's premises mentioned in the purchase order.
- 6.9 **Liquidated Damage:-** In the event of late supply of materials, purchaser reserves the right to recover from the supplier by way of liquidated damage a sum equivalent to two percent (2%) of value of materials including taxes, duties, freight & insurance for per month delay or part there of subject to a maximum of ten percent (10%) of the order value.
- 6.10 **Risk Purchase** : - Purchaser reserves the right to procure the materials from other source in the event of failure to supply the material within stipulated delivery period in the order at the risk and cost of supplier.
- 6.11 **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.

**6.12 Warranty / Guarantee**

- a) The supplier shall warrant that the goods supplied under the contract are new, unused and free from defects and faults in design, materials, workmanship and shall be of the highest grade and consistent with the established and generally accepted for good of the type ordered and in full conformity with the specification mentioned in the order and shall be operable if operated properly.
- b) The warranty shall remain valid for a period of 30 months from the date of DM or 24 months from the date of placing the equipment in service whichever is later except in respect of complaint, defects and / or claim notified to the contractor with 2/3 months of such dates. Any approval or acceptance by the purchaser of the stores or materials incorporated herein shall not in any way limit the contractor's liability.

**6.13 Arbitration : -**

- a) 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.
- b) 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.
- c) Any legal dispute that may arise will be settled within the jurisdiction of Court of Kolkata.

**6.14 Validity of the Offer:** - The offer shall remain valid for a minimum period of sixty (60) days from the opening date of Bid.

**7.0 GENERAL**

- 7.1 No e-mail/FAX quotation will be accepted.
- 7.2 Tenderer sending tender by mail will do so solely on their own risk and BSCL will not be responsible for any loss in transit or postal delay.
- 7.3 Incomplete tender or tenders submitted with qualified condition(s) at variance with special as well as General terms & conditions / instruction to bidders of this tender are liable to be rejected summarily

Contd... P/5

- 7.4 In the event of BSCL's office remaining closed on the day of opening of the tender for any unforeseen reason, the tender shall be received up to 2.30 P.M. on the next working day of Burn Standard Co. Ltd. and will be opened at 3.00 P.M. thereafter in presence of such tenderer who may like to be present.
- 7.5 The tenderer shall have no right to issue Addenda to tender documents to qualify, amend supplement or delete any of the conditions, clauses or items therein after submission of the tender at BSCL.
- 7.6 The contract shall be treated as having been concluded as soon as a 'letter of Intent' is issued.
- 7.7 The special terms and conditions are to be read in conjunction with General Terms & Condition for supply/Purchase(1974) and vice-a-versa.
- 7.8 Clarifications, if any, are to be sought by the tenderer(s) before submission of their offer and no complaints, whatsoever, will be entertained after opening of the tender.
- 7.9 Any correction made in the offer/tender should be attested under full signature with company's seal of the tenderer.
- 7.10 Tenderer should sign with company's seal & return with their offer all the pages of tender document as a token of acceptance of the terms and condition in to-to.
- 7.11 BSCL does not bind itself to accept the lowest offer or any offer 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 reason thereof.

**for Burn Standard Company Limited,**

**(S. K. Banerjee)  
Manager (P, C&MM)**

**TENDERER'S SIGNATURE** :.....

**DESIGNATION** :.....

**DATE** :.....

**COMMON SEAL**

**COMPOSITE MATERIAL AND WAGE ESCALATION CLAUSE –  
BASE MONTH DECEMBER 2016**

1. The increase/decrease in the price quoted for would be governed by the following escalation formula :-

$$P_1 = \frac{P_o}{100} (20 + 18 \times \frac{I_1}{I_o} + 17 \times \frac{S_1}{S_o} + 45 \times \frac{L_1}{L_o})$$

Where,

$P_1$  = Escalated/de-escalated price.

$P_o$  = Base price.

$I_1$  = The index number of whole sale prices in respect of items “iron & semis” Base 2004-05 compiled by Economic Advisor The Govt. of India for the calendar month, three months prior to the call for inspection. For instance stores offered for inspection in January 2017 October, 2016 the Index number for the month July, 2013 will be applicable.

$I_o$  = Above whole sale price index for “Iron & Semis” applicable for the Base month.

$S_1$  = The index number of whole sale prices in respect of items “Steel Flat” Base 2004-05 compiled by Economic adviser to the Govt. of India for the calendar month, three months prior to the call for inspection. For instance stores offered for inspection in January 2017 the Index number for the month of October, 2016 will be applicable.

$S_o$  = Above whole sale price index for “Steel Flat” applicable for the Base month.

$L_1$  = All India consumer price index for industrial worker compiled by Labour Bureau, Ministry of Labour for calendar month three months prior to the call for inspection of the wagons. For instance wagons offered for inspection in January 2017 the Index number for October, 2016 will be applicable.

$L_o$  = All India consumer index Industrial workers applicable for the Base month.

2. In case  $P_1$  is greater than  $P_o$ , the difference  $P_1$  minus  $P_o$  shall constitute the amount due to contractor towards escalation. Otherwise, the difference  $P_o$  minus  $P_1$  shall constitute the amount to be recovered from the contractor as de-escalation.

**TENDERER’S SIGNATURE** :.....

**DESIGNATION** :.....

**DATE** :.....

**COMMON SEAL**



**SPECIAL CONDITIONS OF CONTRACT**

**1.0 GENERAL**

1.1 Successful tenderer shall ensure supply of full order quantity of materials within the stipulated delivery period in the order.

**2.0 BREAK UP OF RATES**

2.1 The tenderer shall furnish detail break up of their rates in the following manner in their offer.

- a) Conversion rate per wagon set for all the CRF section is to be quoted furnishing item wise rate in the Price Format.
- b) Excise Duty
- c) Educational Cess
- d) Central Sales Tax / VAT / other taxes & duties, if any.
- e) TOTAL

**3.0 TERMS OF PAYMENT**

3.1 100% payment for each consignment shall be made within thirty (30) days of submission of bills to Chief Manager (F&A), Head Office, Kolkata through Manager (P, C&MM), Head Office, Kolkata. The bill shall be accompanied by duly receipted Delivery Challan and despatch memo / inspection certificate.

3.2 Payment shall be made by Crossed Account Payee Cheque.

**4.0 PERFORMANCE GUARANTEE, SECURITY DEPOSIT & LIQUIDATED DAMAGE**

4.1 Performance Guarantee, Security Deposit & Liquidated Damage shall be as per provision specified in the tender document.

**5.0 OPTION CLAUSE**

5.1 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 & conditions.

**6.0 DISTRIBUTION OF TENDERED QUANTITY**

9.1 The BSCL management reserves the right to distribute the total tendered quantity in the ratio of **60:40** in favour of **L<sub>1</sub> & L<sub>2</sub>** bidder without assigning any reason whatsoever for greater interest of the company in case **L<sub>2</sub>** bidder agrees to match the **L<sub>1</sub>** rate..

**7.0 REPEAT ORDER**

7.1 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.

**8.0 PREFERENCE TO MSME UNITS**

8.1. Offer from MSME units 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 notifications, if any.

- 9.0** The BSCL management reserve the right to issue corrigendum / amendment to the tender / purchase order without assigning any reason whatsoever and the bidder / contractor will be bound to accept the same.
- 10.0** The BSCL management reserves the right to terminate the contract at any stage if considered necessary by the management without assigning any reason whatsoever for greater interest of the company and such action cannot be challenged by the tenderer / supplier.
- 11.0** Past performance of the supplier will be taken into consideration at the time of finalizing the order. BSCL management reserves the right to ignore the offer of the bidders whose past performance is not satisfactory.
- 12.0** In case the offer is not accepted by BSCL, the tenderer shall not be entitled to claim any cost, charges, expenses made for submission of offer.

**for Burn Standard Company Limited,**

**( S. K. BANERJEE )  
MANAGER (P, C&MM)**

**TENDERER'S SIGNATURE** :.....  
**DESIGNATION** :.....  
**DATE** :.....  
**COMMON SEAL**

## PRICE FORMAT

Sl. No.	Description, RDSO Drg. & Specification, Section & Size	Qty. Required	Unit Rate (in Rs.)	Total Price (in Rs.)
1	HAT Section for Centre Sill of Bogie Open Rapid Discharge Hopper Wagon Type BOBRNHSM1 Wagon (MBS) 327x674x10x9681 M Matl. Specn. IS:2062 E 450BR. With Cu. RDSO Drg. No. WD-15042-S-54 Alt. Nil I.T. – 1 & WD – 11058-S-01 Alt. 5 ,	140 sets		
2.	Excise Duty @ .....%			
3.	CST @ .....%			
4	VAT @ .....%			
5	Freight & Insurance Charges up to Burnpur Works			
6	Landed Cost at Burnpur Works			

## Note :-

1. Details of section & size of Plates required for making one wagon set of HAT section indicating weight in M/T is to be furnished with the offer.
2. Material is to be supplied as RDSO Drawing/ Specification with latest amendment / revision prevailing at the time of supply.
3. Supply from out side 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: