



BURNPUR

Registered Office:
22B Raja Santosh Road
Kolkata: 700027

BURN STANDARD CO LTD
BURNPUR WORKS
BURNPUR – 713325
WEST BENGAL
(A Govt. of India Undertaking)
MINISTRY OF RAILWAYS

FORMAT NO.PR/06A/004 Rev.00

Wire: Wagon Burnpur
FAX(0341)2230531/232
Telephone(0341)2230521, 526

Ref. No. BW/ENQ/Scrap Cutting/2017/65B

Date: 08-03-2017

To,
M/s. _____

Dear Sir,

Sub: Tender for carry out the job of Collection cutting, sizing to 500mm X 500mm & stacking of scrap at different location inside the works

Sealed Tenders are invited from reputed contractor with in two parts, (Part-I containing Technlcal & Commercial Bid and Earnest Money Deposit, Part-II containing Price Bid as per BSCL Price Format Annexure-I) for carry out the job of Collection cutting, sizing to 500mm X 500mm & stacking of scrap at different location inside the works at our Burnpur Works, Burnpur-713325 subject to the terms & conditions appearing hereinafter, as per details indicated below:-

Scope of Work :

Sl. No.	Job Description	Qty
1.	Collection cutting, sizing to 500mm X 500mm & stacking of scrap at different location inside the works. Note : Helping assistance of the gas cutter will be arranged by the BSCL/BW	1000 MT

- The above job will be carried out at the BSCL/BW Work Premises.
- All tools and tackles, scaffolding, safety belts etc. required for the execution of the job has to arranged by the contractor only Oxygen and LPG Cylinder will be supplied by BSCL/BW.
- Gas cutting equipment including cutting torch, pipe, nozzle etc will be of contractor's own responsibility, only Oxygen & L.P. Gas Cylinder will be provided by BSCL/BW
- 05 to 07 MT scrap to be stacked after cutting in size per day against supplied MS Plate of thickness up to 50 mm.
- Shifting of materials from stores to site and vice versa to be arranged by the contractor.
- The contractor must abide by BSCL labour rule for all the contractor men which is must before starting of the job.
- Since the job is to be carried out inside the works when production activities will be on, time is to be adjusted in such a way that our daily production activities are not hampered.
- The statutory liability will be borne by the party.
- No extra claim will be entertained for working difficulties at site/heights, standing on heat, Sunday work, on height vertical or sloped surface, working in hot or hazardous area or for any other reason whatsoever.
- The contractor will have to abide by the standard rules of the company i.e. ESI, PF and other statutory rules of the company.
- The contractor's workers are working at height must adopt adequate safety precautions e.g. using safety belts, rope etc. The standard safety rules of the company will have to comply strictly.
- No medical facility to be provided by BSCL/Bw to your workmen who are to be engage for the said job under your control. No compensation to be given by BSCL/BW to your workmen who are to be engage for the said job under your control if any accident is occur during the working period inside the works premises.

Contd...2

1. (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 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.
6. Submission Of Tender: The Tenders must be submitted on or before 2.30 PM on 27-03-2017 at Purchase Department in a sealed envelope super scribing the tender No. (Tender No. BW/ENQ/Scrap Cutting/2017/65B dated: 08-03-2017) at the following address:-
- Manager (P,CCMS),
Burn Standard Company Limited,
Burnpur Works,
Burnpur-713325
- 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, Burnpur at the above address at any time prior to the closing date and time. (on or before 2-30 PM on 27/03/2017).
7. 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 BankGuarantee as per format provided by BSCL with their offer. In case of MSME 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, Service Tax Registration Certificate, Income Tax Clearance Certificate, Pan Card No., PF & ESI Registration Certificate etc.
8. 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.
9. Quotation received for combined/conditional offer and/or submitted otherwise than as required is liable to be rejected.
10. 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.
11. 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, Burnpur, 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/-

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 SSI units registered with NSIC and PSU Units may be exempted from submission of EMD.
- (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.

12. Security Deposit :

- (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., Burnpur Works 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.

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

14. **Payments:** Payment will be made within 30 days from the date of receipt of certified bill at our Burnpur Works, by account payee cheque from Burnpur Works. No advance payment will be made to the supplier.

15. **Paying Authority:** - Manager(Accounts) BSCL/BWor authorised representative of accounts department as delegated by competent authority of Burn Standard Co. Ltd., Burnpur Works.

16. **Certifying Authority:**-Manager(Maint/PH/CTE) or authorised representative as delegated by Unit Head of Burn Standard Co. Ltd., Burnpur Works.

17. **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.

18. **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.

19. **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.

21. **Inspection:** By authorized representative of BSCL Burnpur Works.

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

23. **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.

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- (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 nonacceptance of it. BSCL is at liberty to accept and/or reject any or all offers without assigning any reasons thereof.
24. Liquidated Damages: In the event of non/part completion job, purchaser reserves the right to recover from the contractor by way of Liquidated Damages equivalent to 2% price of materials per month including taxes, duties.
25. 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.
27. 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

**Yours faithfully,
For : BURN STANDARD CO.LTD.,**

**(P. P. ACharyya)
Manager (P,CCMS)**