

FERRO SCRAP NIGAM LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
EQUIPMENT CHOWK, CENTRAL AVENUE
POST BOX NO.37
BHILAI 490 001(C.G)

OFFICE

CGM(P&C)&MM,
FERRO SCRAP NIGAM LIMITED,
EQUIPMENT CHOWK, CENTRAL
AVENUE, POST BOX NO.37,
BHILAI 490 001(C.G).

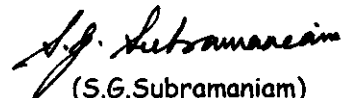
PHONE :2222474, 2222475

FAX :2220423, 2223884

Email:fsnl_co@rediffmail.com

ENQUIRY REF.NO.FC/ 216 /2015 DT.07-01-2015

- 1) Tender enquiry issued to :- As per vendors list attached herewith
- 2) Last date of submission of tender :- By 2.30 p.m. on 19-01-2015
- 3) Techno-commercial bid opening :- At 3.00 p.m. on 19-01-2015
- 4) Name of work for which tenders called. :- As mentioned in the Section-A.
- 5) Earnest Money :- Rs.20,000/- (Rupees Twenty Thousand only)
D.D.No. _____ dt. _____
of _____ (Banker's reference).
- 6) Place of submission and opening of tender. :- Office of:-
CGM(P&C)&MM,
Ferro Scrap Nigam Limited,
Equipment Chowk, Central Avenue,
Post Box No.37,
Bhilai 490 001 (C.G).


(S.G.Subramaniam)
Executive (MM)

✓ CC to: GM (SAP) for hoisting in website

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Enq.Sl.

C/u-19.01.15

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(A GOVERNMENT OF INDIA UNDERTAKING)
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POST BOX NO.37
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Instructions for the Tenderer

Document contents:-

- A) Description and scope of work is shown in Section-A of this tender enquiry.
- B) Terms and conditions are given in Section-B of this tender enquiry.
- C) Format for submission of price-bid is given in Section-C.

Submission of Tender:-


- 1) Acceptance of terms and conditions as given in Section-B, confirmation of technical details as per Section-A to be submitted together in a sealed cover which should be superscribed as "Part I - Techno-commercial bid". The Enquiry No., Date & Due date should also be mentioned on the envelope.
- 2) Rate for the scope of work as per details shown in Section-A should be given in the format shown in Section-C in one sealed cover which should be superscribed as "Part- II - Price-bid". The Enquiry No., Date & Due date should also be mentioned on the envelope.
- 3) Earnest Money Deposit should be submitted in a separate envelope superscribing it as "Earnest Money" with relevant Enquiry No., Date, Due date, D/D No. & Date and Name of the Banker on the envelope.
- 4) All the above mentioned sealed covers should be put together and sealed in one bigger envelope on which the relevant Enquiry No., Date & Due date should be superscribed and sent to the office of the undersigned at the address given below .

Ferro Scrap Nigam Limited,
Equipment Chowk,
Central Avenue,
Post Box No.37,
Bhilai 490 001(C.G).

The price-bids i.e., Part-II of those tenderers which are technically and commercially acceptable only shall be opened on the date, which shall be intimated in advance to the individual tenderer. The sealed price-bids of those tenderers which are not technically/commercially acceptable shall be returned to the tenderer or their authorised representative in "As it is" condition.

Bidders if so desired, may depute their representative with letter of authority to attend this tender opening.

- 6) Tenders not submitted as stipulated at point no.(1) to (4) above, may be rejected.
- 7) Non-compliance of any of the stipulations mentioned above and/or in Section A, B & C of this tender enquiry may cause rejection of the tender.


(S.G.Subramaniam)
Executive(MM)

SECTION-A

Scope of work :

Name and scope of hiring:- To provide on hire the following module of equipment for carrying out the job of handling and screening of Mill scale for a period of 4200 hours of hiring with a productivity of 10 MT/hr which will work under the supervision of FSNL.

Sl. No.	Module of equipment	Qty.
1	Excavator of 0.9 Cumtr. Bucket Capacity	2 nos.
2	Tipper of 10 MT capacity.	5 nos.
3	Pay Loader of 1.7 Cumtr. Bucket Capacity	2 nos.
4	Screening Unit	1 no.

The work involves:-

- 1) Suitable hydraulic Excavator for feeding mill scale into Screening Unit in A & B shift.
- 2) The module of equipment is to be deployed at our site at Bhilai as per direction of Bhilai unit. Deployment shall be required in A&B shift on all working days Excluding Sundays and holidays i.e., 25 days a month. If needed, this module of equipment has to be deployed on Sundays and holidays.
- 3) Tippers of 10 ton capacity for transportation of screened Mill scale to be transported to SPS/BF/SMS or any other place within BSP as per site direction of site incharge, after weighment at BSP'S weighbridge.
- 4) The mill scale for screening will be provided by BSP at OSY.
- 5) Tenderer have to provide necessary operating and maintenance staff to ensure smooth running of the module of equipment at his own cost.
- 6) All consumables including safety appliances required shall be arranged by tenderer at his own cost.
- 7) The supply of module of equipment is inclusive of POL and other charges including maintenance so as to ensure proper running of the equipments during the working hours. Since the handling and delivery of scrap is solely dependent upon the availability of the equipment in good running condition, it will be tenderers responsibility to arrange the required quantity of POL and to attend the breakdowns immediately after occurrence during the working hours in case of necessity and in order to maintain the rated output, tenderer will have to arrange for the supply of substitute equipment in place of the equipment under major breakdown.
- 8) The module of equipment deployed should achieve the optimum productivity rate as stated above, below which it will be presumed that the module of equipment is not available for production work.
- 9) The approximate lead distance is 10 kms one way.

 Date

Signature
Name (in block letters)
Designation
Rubber Stamp of the Co.

Section-B

Terms & conditions

- 1) Validity of tender:-Tender must be valid for a minimum period of three months from the date of opening of techno-commercial bid.
- 2) The Successful Tenderer shall pay minimum wages, other benefits to the labour/labourers engaged by them and also other welfare amenities, if any, as applicable in the Bhilai Steel Plant (BSP) or any future increase as modified by BSP from time to time. Hence, the rate(s) quoted shall be inclusive of the implication involved due to all such payments and no extra payment shall be made to the Successful Tenderer in this account."
- 3) Firm rate:-The rate quoted by the tenderer should remain firm till completion of the order. Offer with escalation clause will be summarily rejected.
- 4) Service tax: with education cess- The percentage of service tax with education cess should be confirmed in your techno-commercial bid and also indicate separately in the price-bid as per format therein.
- 5) Rate:- Please quote rate for the complete module of equipment shown in Section-A as per the format given in the price-bid. The rate is deemed to be inclusive of all operation and maintenance cost.
- 6) Placement of equipment:-Equipment should be placed at our site in running condition within 14 days from the date of receipt of our Letter of Intent/Order.
- 7) Period of order:-The tentative period of work will be 12 months. FSNL reserves the right to increase/decrease this period of order at its discretion without assigning any reasons and/or incurring any liabilities thereof.
- 8) Replacement of equipment:- If any equipment remains under breakdown for more than one day at a stretch it has to be replaced, failing which our Risk hire clause shall may be invoked by the operating against of FSNL.
- 9) Maintenance:-Maintenance shall have to be carried out by the tenderer in such fashion that module of equipment as stated in section-A of this tender enquiry is continuously available for our operational requirements.
- 10) Mobilisation advance:-No mobilisation advance shall be payable by FSNL.
- 11) Transportation charge:-No transportation charge for placement/removal of equipment at different sites of FSNL shall be payable by us. Your rate should be inclusive of any cost towards such replacement or removal.
- 12) Other costs:-All other costs i.e., the cost of diesel, lubricants, slings required for loading by the crane, salary of operators, riggers (for cranes), helpers, cost of spares, maintenance cost and any other cost pertaining to the equipment are to be borne by the successful tenderer.
- 13) Supervision & Insurance:-All cost towards supervision and insurance are to be borne by the successful tenderer.



14) COMPLIANCE OF STATUTORY LAWS & OTHER REGULATIONS:-

The successful tenderer shall be entirely responsible for observance of all Central & State Govt.'s ` statutory obligations relating to payment of wages, minimum wages, provident fund, workmen compensation for accident, IOW, medical aid, bonus, insurance and leave applicable in respect of their workers engaged in the job.

- 15) Throughout the performance of the contract you will comply with all the laws, rules, regulations and statutory requirements/obligations of Central/State Government and other statutory bodies applicable at site for the job. FSNL shall not be liable for any action of the statute applicable due to non-fulfillment of the statutory obligation.

The successful tenderer shall abide by the provision of Factories Act of the State Govt. factories rules.

16) OBLIGATION OF THE TENDERER:-

- i) The successful tenderer shall get himself registered with the concerned authorities as provided under various applicable Acts and shall be directly responsible to such authorities for compliance with the provision thereof.
- ii) By way of illustration of various acts as stated in the contract, the following acts or any amendment thereof shall be complied with by the successful tenderer.
- iii) Employees Provident fund Act,1952 & EPS,1955
Contract Labour Act (Regulation and abolition Act,1970)
Minimum wages Act,1936
Payment of Wages Act, 1936
Employees Compensation Act,2010

17) SAFETY & SECURITY:-

- i) The successful tenderer shall take all safety precautions and provide adequate supervision in order to do the job safely and without causing any damage to the property of FSNL.
- ii) The successful tenderer shall be fully responsible for observing all environmental protection and observance of safety rules pertaining to the job work.
- iii) The successful tenderer shall be fully responsible for accidents caused due to them or their agent's negligence or carelessness in regard to the observance of the safety requirements and shall be liable to pay compensation for injuries.
- iv) The successful tenderer shall ensure that, all safety appliances such as Safety boots, Helmets, Safety glasses, Aprons, Safety belts etc. as per requirement of the job is provided to the employees engaged by them at their own cost and the workmen at work use the safety appliance as per requirement for their safety.



18) Safety precautions to be followed for safe Loading/Transportation of Material by Heavy Vehicle on Road:-

- a) Speed limit should be followed strictly.
- b) Stacking should be properly done while loading material on vehicle.
- c) Material loaded should not be exposed/projected from any side of vehicle.
- d) Loading should be within permissible load capacity of vehicle.
- e) If loaded material is exposed/projected from vehicle, Red Flag/Red Light should be provided.
- f) Material loaded should be fastened by Chain/Wire rope.
- g) Material is loaded on open dala of truck/trailer arrangement of stopper to be ensured to avoid falling of material, especially in curvature/turning.
- h) Restricted timing movement for heavy vehicle(s) to be followed strictly.

NOTE:-

- 1) The successful tenderer must obtain valid Labour licence, Provident fund code number, ESI Code number from statutory authority before execution of the work..
- 2) You should ensure that,
 - i) At no point of time the limit of manpower fixed under the labour license is exceeded, If at any point of time it is found /proved that, you have engaged manpower more than the limit fixed by the labour department against your labour licence.
 - ii) At no point of time there is any lapses in observance of Environmental protection and safety rules and use of PPE's.
 - iii) In the event of your failure to comply the above, the work order will be cancelled.
- 3) Within 15 days of issuance of work order, the successful tenderer has to produce Valid Labour License, EPF Regn. Certificate, ESI Regn. Certificate, Insurance coverage policy under workmen's compensation act or any other statutory documents as applicable to P&A Deptt.
- 4) The successful tenderer has to give an undertaking to the effect that, they have verified the credentials of the workmen to be engaged by them and they are responsible for any omission and commission of any workmen.
- 5) The vehicle(s) used by the successful tenderer for execution of the job, should strictly meet the requirement as per MV Act of the State Govt.



- 6) Disbursement of wages to the workmen engaged by the agency shall be made on or before 7th day of succeeding month. The agency shall be resourceful enough to meet the wage payment of the workmen without waiting for RA bill clearance/payment every month.
- 7) In the event of cancellation of work, FSNL shall not be liable to pay to the successful tenderer for any damage or loss for idle labour caused by such cancellation
- 19) Earnest money:-Earnest money of Rs.20,000/- (Rupees Twenty Thousand only) in the form of Demand Draft in favour of Ferro Scrap Nigam Limited on any scheduled bank at Bhilai should be submitted in a separate envelope duly super scribing "Earnest Money Deposit" on the envelope. Tenders not accompanied with the earnest money by a demand draft will be rejected summarily. No interest shall be allowed on the earnest money deposited. Earnest money will be forfeited if the tenderer revokes his tender within the stipulated period after opening of the tender or increases his quoted rates or fails to commence the work in prescribed time or abandons the work before its completion or for any other reason as deemed fit by FSNL. No interest shall be admissible /payable on the Earnest Money Deposit amount.
- 20) Security deposit:-The earnest money deposit of the successful tenderer will be converted into security deposit. The security deposit of the successful tenderer will be forfeited incase the work is not started within 14 days after it is awarded to him or for non-compliance of any other terms & conditions as per decision of FSNL which will be final and binding on the tenderer. Security deposit will be refunded within 30 days after satisfactory execution of the work order along with the final bill duly certified by the Unit Head of FSNL,Bhilai unit, otherwise this amount will be forfeited incase of unsatisfactory performance or for any other reason as deemed fit by FSNL. No interest shall be allowed on the security deposit.
- 21) Payment:- Down time on account of scheduled or unscheduled repair and maintenance will be excluded from the hours of operation for the purpose of determining the payment. Such operation hours will be taken into consideration for calculating the amount payable as per the formula given below:-

Measurement:-

- i) Quantity of Mill Scale handled is to be determined by BSP's weighbridge certificate(s) only.
- ii) Module of equipment = 2 nos.Excavators (0.9 Cu.Mtr.) bucket capacity 5 nos.Tippers (10 MT) Capacity, 2no.,Pay Loader (1.7 Cu.Mtr.) bucket capacity and 1 no. Screening Unit .
- iii) The module of equipment to be deployed should achieve the optimum productivity rate of 10 MT Mill Scale to be handled/delivered per hour, below which it shall be presumed that the module of equipment is not available for productive work. It should also be ensured that equipment are to be made available in A & B shifts on all working days excluding Sundays & Holidodays.If needed, this module of equipment has to be deployed on Sundays & Holidays or as per direction of FSNL officials of our Bhilai unit.



- v) Quantity of Mill Scale to be handled & delivered. = 10 MT Mill Scale/Hour.
- v) Productive deployment of module of equipment. = Quantity of Mill Scale handled & delivered in M.T. /10 MT Mill Scale/Hour.

90% Payment shall be released based on number of hours the productive deployment of module of equipment multiplied by quoted rate per hour duly certified by our Operation Department. Balance 10% of each running bill will be retained as Security Deposit till such time when the total amount thus retained including the earnest money deposited will become equal to 10% of the total value of the work order. Clearance from Unit Head of FSNL, Bhilai unit is to be obtained for final payment.

- 22) THE TENDERER SHOULD STATE THEIR BANKER'S NAME, BRANCH, ACCOUNT NO., PAN NO. & IFS CODE REFERENCE.
- 23) Penalty:-Penalty @ 10% of the amount obtained by multiplying the rate per hour by the quantity of shortfall in hours if any for the month shall be levied if the Productive Deployment of the module falls below the minimum of 263 hrs. in any month, subject to a maximum of 10% of the total value of the work order. Penalty will also be applicable on pro-rata basis for shortfall for part of a month if work is executed for part of any calendar month.

However, penalty will not be applicable:-

- a) Input arising is not sufficient to meet the productivity target.
- b) Inadequate supply or delay in supply of consumables/materials/facilities to be provided by FSNL/Steel Plant as per stipulation made elsewhere in this tender enquiry.
- c) Input quality is not enough to meet the productivity target.
- d) Any other reasons such as power failure, plant shutdown, weighbridge problem, reduced requirement by steel plant etc. which are not attributable to the agency.

A certificate has to be obtained from Head of our Unit's Operation Deptt. to this effect and should be submitted along with the running bill(s).

- 24) Risk hire:-In the event of tenderer's failure to execute the order in accordance with the provision thereof, FSNL reserves the right to get the work done through any alternate agency at the risk and cost of the tenderer and to recover from the tenderer the entire amount of extra expenditure incurred in connection with the execution of the work through an alternative agency from money due or that may become due to the tenderer without prejudice of any other right or remedy available to him. Besides being liable for payment of compensation of as stated above, the tenderer may be debarred from undertaking any order from FSNL for such period as may be decided by FSNL.
- 25) CPF code:- Tenderers should state in the techno-commercial bid, the CPF code number allotted to them by the relevant CPF code number allotted to them by the relevant RPF authority, failing which the offer shall be liable for rejection. Successful tenderer shall be required to submit copy of the CPF code allotment, if desired by our unit office after placement of Letter of Intent/Order against this tender.

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- 26) The responsibility or satisfactory performance of the equipment will be entirely on the tenderer.
- 27) Entry pass:- Tenderer will have to make his own arrangement to obtain works entry passes for equipments to be given on hire for which FSNL shall give the recommendation.
- 28) Security & Safety of Equipment:- Security & Safety of tenderer's equipment will be the responsibility of the tenderer. FSNL shall not be liable for making up for any loss or damage of equipment engaged by the tenderer. FSNL will also not be liable for compensation for any damage of any other equipment caused by the tenderer's equipment.
- 29) Fax/E mail offers shall not be accepted.
- 30) Accident liability:- In the event any person(s) suffers any injury, fatal or otherwise by your equipment during the course of your execution of the order, compensation shall be entirely your responsibility with no liability whatsoever attached to FSNL.
- 31) Subletting:- The tenderer will not without prior approval of FSNL in writing assign any other party/parties, the whole/part of the order. Even where such appropriate approval granted by FSNL, tenderer will not be relieved of his obligation/responsibility.
- 32) Dispute:- Should any dispute arises, the decision of FSNL will be final and binding upon the tenderer.
- 33) Quantity:- FSNL reserves the right to place the order for less or more quantity also.
- 34) Removal of doubts:- In respect of any matter concerning under the order, not specifically provided on the order, the decision of competent authority of FSNL, shall be conclusive and binding on the tenderer.
- 35) Acceptance of terms & conditions:- Please confirm acceptance of all terms & conditions of techno-commercial bid. Please specify clearly where any term is not acceptable to you.
- 36) FSNL reserves the right to accept or reject any or all tenders in full or part without assigning any reasons thereof or incurring any liability thereby.
- 37) FSNL reserves the right to accept lowest in or any of the tenders without assigning any reasons whatsoever.
- 38) The execution of the job against the order should not adversely affect the environment, health and safety of the organisation.
- 39) Termination of order:- FSNL reserves the right to terminate the order at 15 days notice without assigning any reason(s) or incurring any liability thereby.
- 40) Jurisdiction:- Disputes, if any, arising out of this transaction are subject to provisions of competent court having jurisdiction over Durg.



- 41) Integrity Pact:- FSNL has adopted the transparent system of "Integrity Pact" while floating tenders for major purchases/contracts. All contracts/transaction entered into by FSNL shall be governed by the Integrity Pact available in our website (www.fsnl.nic.in). The successful tenderer has to sign & forward the Integrity Pact to FSNL.

In brief, this Pact is a contractual agreement between the vendors/purchasers and the PSU committing both sides to strictly abide by the rules and regulations of the tender and ensure integrity. This contract also has provisions for payment of damages and other retributive action in case any of the prescribed norms are proven to be violated.

The Integrity Pact would begin when a bidder submits an EOI or purchases the bid documents and would end after the execution of the contract when all payments are made to the satisfaction of both the contracting parties.

FSNL has appointed an External Independent Monitor in terms of Section-8 of Integrity Pact to oversee implementation of Integrity Pact in FSNL. The details of EIM are given below:-

Name :- Shri M.K.Moitra
Address :- Flat No.441, Shriniketan Apartments,
Plot-1, Sector-7, Dwarka,
New Delhi 110 075.
Mobile No. :- 9810048932

- 42) The execution of the job against this order should not adversely affect the environment, health and safety of the organization.
- 43) Tenderer(s) falling under MSME category and having valid registration certificate with NSIC, and then applicable benefits/facilities shall be extended as per procurement policy of Government of India.
- 44) Regret letter:-Please forward your regret letter in case you do not wish to quote.

All the above terms & conditions are acceptable to us.



Signature
Name (in block letters)
Designation
Rubber Stamp of the Co.

Section-C

PRICE BID

S.No.	Module of equipment	Hire charges Lumpsum ALL INCLUSIVE NETT rate per hour for module of equipment.
1)	<p>To provide Module of equipment on hire comprising of 2 nos.Excavator(0.9 cu.mtr) bucket cap.,5nos. Tippers(10 MT) capacity, 2 no. Pay Loadeer (1.7 Cu.Mtr.) Bucket Capacity.and 1 no. Screening Unit for carrying out the job of handling & screening of mill scale as per the scope given in Section-A to this enquiry.</p> <p>Service Tax with Education Cess@_____%</p> <p style="text-align: right;">Total</p>	<p>Rs. _____</p> <hr/> <p style="text-align: center;">(Rupees in words)</p> <p>Rs. _____</p> <p style="text-align: center;">(Rs.In Words)</p> <p>Rs. _____</p> <p style="text-align: center;">(Rs.In Words)</p>

THE RATE TO BE QUOTED ON PER HOUR BASIS.



Signature
Name(in block letters)
Designation
Rubber Stamp of the Co.:

Enq.Ref.No.fc/ /2015

Dt.07-01-2015

Due on 19-01-2015

Sent to:-

- 1) M/s. Central India Associates, - By Courier
CIA House, Off. G. E. Road,
Bhilai (C.G.)
- 2) M/s Manisha Construction Pvt.Ltd., - By Courier/E mail
11-4-3/8, F-3, Vridhi Chambers,
Rockdale Layout,
Visakhapatnam 530 002 (A.P)
- 3) M/s Scrap Material Handling Co., - By Courier
Shop No.105-A, Plot No.8,
Buniyad Complex,
Nehru Nagar (East),
Bhilai 490 020 (C.G)
- 4) M/s Girish Enterprises, - By Courier
Qtr.No.3A,
Street No.22,
Sector-5,
Bhilai (C.G).
- 5) M/s Metal Traders & Processing Co., - By Courier/E mail
H.No.E-67, Panchwati Township,
Akkireddipalem,
Visakhapatnam 530 012 (A.P)