



<b>फेरो स्क्रेप निगम लिमिटेड</b> (भारत सरकार का उपक्रम) इक्विपमेंट चौक, सेंट्रल एवेन्यू पोस्ट बॉक्स सं.37 भिलाई 490 001 (छ. ग.) (वेबसाइट - <a href="http://www.fsnl.nic.in">www.fsnl.nic.in</a> )	<b>FERRO SCRAP NIGAM LIMITED</b> (A GOVERNMENT OF INDIA UNDERTAKING) EQUIPMENT CHOWK, CENTRAL AVENUE POST BOX NO.37 <b>BHILAI 490 001(C.G)</b> (Website - <a href="http://www.fsnl.nic.in">www.fsnl.nic.in</a> )
<b>"इस्पाती इरादे से हर एक काम देश के नाम "</b>	

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### **खुली निविदा सूचना सं /Open Tender Notice No. TN-02/2021-22 Dt.02.07.2021**

डाउनलोड किया गया निविदा दस्तावेज/

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#### **निविदाकर्ताओं को निर्देश/INSTRUCTIONS TO THE TENDERER:**

निविदा प्रस्तुत करने से पहले निविदाकार को निम्नलिखित निर्देशों को ध्यान से पढ़ना चाहिए।

Tenderer should read the following instructions carefully before submitting tender.

1) निविदा में चार खंड शामिल हैं, जैसा कि नीचे बताया गया है: -

The tender comprises of 4 sections as stated below :-

खंड "ए" तकनीकी विनिर्देश और आपूर्ति / कार्य का दायरा प्रस्तुत करने हेतु तकनीकी हिस्सा है।

**SECTION "A"** is the Technical part showing technical specification and scope of supply/work .

खंड "बी" निविदा के नियम और शर्तें वाणिज्यिक भाग में दर्शाया गया है।

**SECTION "B"** is the Commercial part showing terms & conditions of the tender.

खंड "सी" निविदा के साथ-साथ वाणिज्यिक विवरण/दस्तावेज जो दर्शाया गया है उसे निविदा के साथ संलग्न करना है।

**SECTION "C"** is the Commercial part showing details/documents are to be furnished along with the tender.

खंड "डी" मूल्य की बोली जमा करने के लिए प्रारूप है।

**SECTION "D"** is the Price part showing the format for submission of price bid.

2) निविदाकर्ता को उपरोक्त उल्लिखित सभी 4 खंडों वाली पूरी निविदा प्रस्तुत करनी होगी।

Tenderer must submit complete tender containing all the 4 sections mentioned above.

नोट : निविदाकर्ताओं से अनुरोध किया जाता है की निविदा भेजने से पूर्व यदि हमारी वेबसाइट पर किसी प्रकार का शुद्धिपत्र जारी किया गया है तो उसे सत्यापित कर लें।

**NOTE : TENDERERS ARE REQUESTED TO VERIFY AT OUR WEBSITE WHETHER ANY CORRIGENDUM IS ISSUED RELATED TO THIS TENDER BEFORE SUBMITTING THEIR OFFER.**

- 3) खंड-ए के अनुसार सभी तकनीकी विवरणों की पुष्टि और स्वीकृति निविदा खंड-ए में स्पष्ट रूप से वर्णित होना चाहिए। Confirmation and acceptance of all the technical details as per Section-A must be clearly mentioned in Section-A of the tender.
- 4) खंड-बी के अनुसार सभी वाणिज्यिक नियमों और शर्तों की पुष्टि और स्वीकृति, निविदा के खंड-बी में दी जानी चाहिए। Confirmation and acceptance of all the commercial terms & conditions as per Section-B must be given in Section-B of the tender.
- 5) खंड-ए और बी के प्रत्येक पृष्ठ को निविदाकार के अधिकृत हस्ताक्षरकर्ता द्वारा हस्ताक्षरित किया जाना चाहिए जिसमें नाम और पदनाम के साथ इस निविदा के तकनीकी और वाणिज्यिक भागों की स्वीकृति का टोकन के रूप में निविदाकर्ता के रबर स्टॉप/सील के साथ उल्लेख किया जाना चाहिए।  
Each page of Sections A & B should be signed by authorised signatory of the tenderer and name and designation should be mentioned along with rubber stamp/seal of the tenderer as a token of acceptance of the technical & commercial parts of this tender.
- 6) जैसा की खण्ड-सी में विवरण/दस्तावेज जो भी अपेक्षित हैं, उसे प्रस्तुत करना है। Details/Documents as desired at Section-C to be submitted.
- 7) निविदा के खंड "ए", खंड "बी" और खंड "सी" को सीलबंद कवर/लिफाफे में एक साथ प्रस्तुत किया जाना चाहिए, लिफाफे के ऊपर "भाग -1: टेक्नो-कामर्शियल बिड" लिखा जाना चाहिए। इस लिफाफे पर इन्क्वारी क्रमांक, खोलने का दिनांक और नियत दिनांक का भी उल्लेख किया जाना चाहिए।

**Section-A, Section-B & Section-C** of the tender are to be submitted together in a sealed cover/envelope which should be superscribed as "**PART-I : TECHNO-COMMERCIAL BID**". The Tender Notice No.& Due date should also be mentioned on this envelope.

- 8) **कीमते/दरें भाग I में नहीं दिखनी चाहिए** :- प्रत्येक वस्तु के लिए मूल्य/दर खंड-डी में दिखाया जाना चाहिए और एक पृथक मुहरबंद कवर में डाल दिया जाना चाहिए जिसे "**भाग- II मूल्य बोली**" के रूप में लिफाफे के ऊपर उल्लिखित किया जाना चाहिए। इस लिफाफे पर निविदा नोटिस संख्या और नियत तिथि का भी उल्लेख होना चाहिए। खण्ड "डी" के प्रत्येक पृष्ठ को निविदाकर्ता के अधिकृत हस्ताक्षरकर्ता द्वारा हस्ताक्षरित होना चाहिए जिसमें नाम और पदनाम के साथ निविदाकर्ता का रबर स्टैंप/सील के साथ निविदा को प्रस्तुत किया जाना चाहिए। **भाग I में तकनीकी-व्यावसायिक बोली में मूल्य का उल्लेख नहीं किया जाना चाहिए, अर्थात भाग-1 में तकनीकी-व्यावसायिक बोली में मूल्य के साथ प्राप्त निविदा, अस्वीकृति के लिए उत्तरदायी होगा।**

**Prices/Rates should not be shown in Part-I.** Price/Rate for each item should be shown in Section-D and put in a separate sealed cover which should be superscribed as "**PART-II PRICE BID**". The Tender Notice No. & Due Date should also be mentioned on this envelope. Each page of Section-D should be signed by authorised signatory of the tenderer and name and designation should be mentioned along with rubber stamp/seal of the tenderer. **Price(s) should not be mentioned in Part-I i.e., Techno-commercial bid. Offers received with price(s) in Techno-commercial bid i.e., Part-I shall be liable for rejection.**

- 9) उपर्युक्त सभी सीलबंद कवर को एक बड़े लिफाफे में एक साथ रखा जाना चाहिए और उस पर सील कर दिया जाना चाहिए, जिस पर संबंधित निविदा सूचना संख्या और नियत तारीख को उल्लेख किया जाना चाहिए और नीचे दिए गए पते पर **02.08.2021** अपराह्न **2.30** बजे तक अधोहस्ताक्षरकर्ता के कार्यालय को भेजा जाना चाहिए। उक्त निविदा दिनांक **02.08.2021** को अपराह्न **3.00** बजे उसी दिन खोला जाएगा।

All the above mentioned sealed covers should be put together and sealed in one bigger envelope on which the relevant Tender Notice No. & Due date should be superscribed and sent to the office of the undersigned at the address given below latest by **2.30 P.M. on 02.08.2021 and shall be opened on the same day at 3.00 P.M.**

सहायक महाप्रबंधक (सामग्री प्रबंधन) फेरो स्क्रेप निगम लिमिटेड, इक्विपमेंट चौक, सेंट्रल एवेन्यू पोस्ट बॉक्स सं.37 भिलाई 490 001 (छ.ग.)	Asstt.General Manager(MM) Ferro Scrap Nigam Limited Equipment Chowk, Central Avenue, Post Box No.37, BHILAI - 490 001 (C.G.)
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- 10) कीमत निविदाएं अर्थात उन निविदाकर्ताओं के भाग -II जो तकनीकी और व्यावसायिक रूप से खण्ड ए और बी के अनुसार स्वीकार्य हैं और खण्ड -सी में योग्यता मापदंडों के अनुसार उत्तीर्ण होती हैं केवल नियत तारीख को खोला जाएगा, जिसे अग्रिम में सूचित किया जाएगा व्यक्तिगत निविदाकर्ता और उन निविदाकर्ताओं की कीमत-बोली जो तकनीकी / वाणिज्यिक रूप से स्वीकार्य नहीं हैं और योग्य नहीं पाई जाती हैं उन्हें निविदाकर्ता या उनके अधिकृत प्रतिनिधि को मुहरबंद और बिना खुलने वाली निविदा को उसी स्थिति में वापस लौटा दिया जाएगा।
- The price-bids i.e. Part-II of those tenderers which are technically and commercially acceptable as per Sections A & B and qualifies as per qualifying parameters in Section-C only shall be opened on the date, which shall be intimated in advance to the individual tenderer. The price-bid of those tenderers which are not technically/commercially acceptable and not found qualified shall be handed over to the tenderer or their authorised representative in sealed and unopened condition.
- 11) यदि निविदाकर्ता चाहें तो इस निविदा खोलने में भाग लेने के लिए प्राधिकृत पत्र के साथ अपने अधिकृत प्रतिनिधि को नियुक्त कर सकते हैं।  
Bidders if so desired, may depute their authorised representative with letter of authority to attend this tender opening.
- 12) उपरोक्त क्रमांक (2) से (9) के अनुसार जो निविदा जमा नहीं किया गया है उसे निरस्त कर दिया जाएगा।  
Tenders not submitted as stipulated at point nos. (2) to (9) above shall be rejected.
- 13) उन निविदाकर्ता जिन्होंने हमारी वेबसाइट से डाउनलोड किए गए टेंडर के आधार पर अपनी पेशकश जमा कर दी है, वे फेरो स्क्रेप निगम लिमिटेड के नाम पर किसी भी अधिकृत बैंक पर 200 रुपये में डिमांड ड्राफ्ट (गैर वापसी योग्य) संलग्न करना होगा। फेरो स्क्रेप निगम लिमिटेड, भिलाई में देय एक अलग लिफाफा में "निविदा दस्तावेज शुल्क" के रूप में वर्णित हो। उपरोक्त अपेक्षित राशि के बिना प्राप्त निविदाएं अस्वीकृति के लिए उत्तरदायी होंगी।  
**Those tenderers who have submitted their offer on the basis of format down loaded from our web-site, have to enclose a demand draft (non-refundable) for Rs.200/- drawn on any scheduled bank in the name of Ferro Scrap Nigam Ltd., payable at Bhilai in a separate envelope superscribing as "Tender document fee". Tenders received without the above requisite amount shall be liable for rejection.**
- 14) निविदा के खंड ए, बी, सी और डी में किसी भी शर्त का अनुपालन न करने पर भी निविदा की अस्वीकृति का कारण हो सकता है।  
Non-compliance of any of the stipulations in Section A, B, C & D of the tender also may cause rejection of the tender.
- 15) In case of any discrepancy or inconsistency in interpretations, the English version shall prevail.

(जी. सारस्वत)  
 (G. Saraswat)  
 सहायक महाप्रबंधक (सामग्री प्रबंधन)/  
 Asstt. General Manager(MM)

**TENDER DOCUMENT FOR HIRING OF PROJECT MANAGEMENT  
CONSULTANCY SERVICES FOR SETTING UP OF BRIQUETTING PROJECT AT  
FSNL – BHILAI**

**SECTION-A**

**Name of work :**

Consultancy services for system design, engineering, tender document preparation, bid evaluation, supervision of installation, testing, commissioning and Project test run of 100TPH / suitable capacity of Briquetting Plant and further handing over to the operation department after establishing the test results at FSNL, Bhilai site as per the agreed process parameters by complying local standards and statutory regulations.

**EXHIBIT 1**

**PROJECT DESCRIPTION**

Ferro Scrap Nigam Limited (FSNL) is a subsidiary of MSTC Ltd., under Ministry of Steel, a Mini Ratna-II, Public Sector Undertaking of Government of India. FSNL wishes to appoint a The Project Management Consultant (PMC) for Consultant services for Engineering, Procurement, and Construction management for the following facilities.

- 100 TPH Briquetting Plant for making Briquettes by using Steel Plant Solid waste materials at FSNL, Bhilai as per EXHIBIT 5.

The Project Management Consultant (PMC) shall be doing the project management, conducting Plant specific system design with detailed configuration for Briquetting plant/Pelletisation plant, at any Steel Plant and specifications, engineering, preparation, evaluation and finalization of tender for EPCC (Engineering, Procurement, Construction and Commissioning) Contract, procurement services, inspection and expediting, supervision of project execution including construction, installation, testing, commissioning and performance testing of the project and submission of final documentation to FSNL.

PMC shall themselves fully prepare and shall be totally responsible for all the basic and detailed study, design, configuration, specifications, engineering and same shall not be sublet to any other agencies.

The PMC or its any affiliates / business entities / related companies / subsidiaries / agents or any other entities where the PMC or its directors/officials have explicit/implicit interest cannot participate in EPCC tender.

In general, PMC shall act on behalf of FSNL (OWNER), report to the OWNER and be responsible for carrying out the Project in toto.

**EXHIBIT 2**

**CONSULTANT SCOPE OF SERVICES AND FSNL'S OBLIGATION  
OVERALL SCOPE OF WORK**

**I. Consultant's SCOPE OF WORK**

The scope of work broadly includes Design (i.e development of Plant design along with Technical specifications, drawings & layouts etc.), Engineering to Mechanical completion and Commissioning and Performance Test run of Briquetting Plant and further handing over to the operation department after establishing the test results. This shall include, but not limited to project management, complete engineering, procurement services, inspection and expediting, construction supervision, testing and performance guarantee test run of required facilities to meet the final parameters of Briquettes. The details of the facilities envisaged are mentioned in Exhibit-1 of this document.

It is not the intention of this document to completely specify all details services required during Engineering, Manufacture and Construction. Nevertheless, the services provided shall conform to the highest standards in a manner acceptable to FSNL. Any additional facility, services which are not specifically mentioned here, but are required to make the Briquetting plant complete in every respect in accordance with the intent and technical specification and for safe operation and guaranteed performance, shall be covered under the scope of work.

Bidder to make necessary design changes after obtaining consent of FSNL to achieve the Plant design parameters & Physical properties of Briquettes without any additional cost and time implication to the FSNL if required.

The Consultant will report directly to FSNL with respect to the project management, control and execution of the project.

## **II. Scope of Work for Consultant**

Major scope of work of Consultant envisaged is listed below but not limited to the following-

### **Part 1**

System design and preparation of Report covering the following aspects considering, inter alia the following aspects but not limited to:

**A.** Study of entire Briquetting operation, user consumption pattern, specifications, Site requirement, Materials handling (Input & Output), Storage facilities requirement, Risk assessment, drying options, laboratory facilities and logistic solutions for supply of finish materials to the customer seamlessly where the user department requires in consultation with FSNL, CSIR-National Metallurgical Laboratory and customer Steel Plant.

Complete study of Briquettes requirement and its specifications like Physical & Chemical properties, Briquette size, Strength, moisture, Shatter Index, Binders and raw materials etc. and any other process requirements provided by the end user.

**B.** Assessment of Possible location for Briquetting Plant in the Steel Plant.

**i)** Site Visit, site survey, Risk assessment, complete study of Plant area for identification of the Idle location for Briquetting Plant and safe storage location for storing raw materials, Binders, finish materials and Briquetting drying area in an effective manner.

**ii)** Feasibility study of Project implementation based on Customer requirement, site conditions, effective handling of raw/finish materials and the space availability considering all the Statutory, Safety and Operational requirements

**C.** Detailed system design and engineering of Briquetting Plant.

**i)** Determination of most optimum plant design considering the effective utilization of space, materials movement & handling activities and power.

**ii)** Determination of orientation, specification and sizes of various major & minor equipment like Briquetting press, Conveyors, Screeners, Mixers, other material handling equipment, Mounting structures, Hydraulic systems, Storage vessels/Tanks, Utility systems, Measuring instruments, Drying & moisture controlling units, Power & Instrumentation cables, remote monitoring, Power systems, AC panel, DBs, relays, controller for operation of Briquetting Plant etc., whichever and whatever will be required.

**iii)** Inter connections of process systems & Utility pipeline lines, Electrical, Instrumentation cabling, pipelines, conveyors, Storage systems and future provisions if required in the commissioning stage or during process.

### **D. Policy frameworks & Regulatory Assessment**

- i. Study and assessment of National / State / Local policy framework and regulatory aspects and suggest Installation & Commissioning of Briquetting Plant.
- ii. Study and obtain Pollution Control Board & Environmental Clearances

- iii. Study and assist FSNL in meeting the Pollution Control Board & Environmental obligations as per statutory requirements.
- iv. Study & Develop the Site layouts as per the Factory Inspector & Petroleum and Explosives Safety Organization (PESO) requirements and guidelines to get smooth approvals.
- v. Arrangement of necessary clearances from Factory Inspector, Petroleum and Explosives Safety Organization (PESO), Pollution Control Board, Environmental clearances from the applicable statutory bodies for installation, commissioning & operation of 100TPH/suitable capacity of Briquetting Plant along with Molasses or any other Binder Storage, Fuel gas/HSD storage facilities for drying application and Electrical distribution etc.
- vi. Clearances/NOCs/permissions/licenses/registration with nodal agencies and PESO and any other.

#### **E. Financial analysis & Cost estimate**

- i. Overall and Component-wise cost estimation, and any other statutory fees.
- ii. Project cost estimation and O&M cost estimation with accuracy of +/- 5%.
- iii. To estimate the Return on investment (ROI) and Breakeven point taking into various factors such as accelerated depreciation, normal depreciation etc.
- iv. To study pay-back period, cumulative retained profit, average retained profit and cumulative cash surplus over the life period, financial internal rate of return, P&L and cash flow statements, tax implications etc. For the above analysis all the assumptions are to be furnished.
- v. Sensitivity analyses.

### **Part 2**

Project Management Consultancy Services during tendering, order placement

#### **A. Services for selection of EPCC Contractor**

- i. Design & Preparation of Civil, Mechanical, Structural, Electrical and Instrumentation & PLC (for system automation) Layout drawings, detailed Technical Specifications of Plant equipment & other instruments, SLD(Single line drawing) for electrical & Instrumentation including engineering, specifications, data sheets and EPCC tender document (Techno commercial).
- ii. Departmental estimate for Tender
- iii. Preparation of detailed BOM (Bill of Materials), Scope of work and Other Terms & conditions for the project.
- iv. Preparation of BEC (Bid Evaluation Criteria)/ BQC (Bid Qualification Criteria) for the tender
- v. Assisting in pre-bid meetings and replies to the queries raised,
- vi. Techno-commercial Evaluation of bids,
- vii. Preparation of technical recommendation,
- viii. Financial evaluation of price bids and final recommendation for award of EPCC contract.
- ix. Assist FSNL for checking draft orders and contracts.

#### **B. Preparation of Detailed Project Report**

### **Part 3**

**Project Management Consultancy during Construction Phase**

#### **A. Review & Approval of Drawings /Data of EPCC Contractor**

- i. Engineering data, residual specifications, drawings, Electrical & Instrumentation & PLC (for system automation) installation drawings, Protection schemes etc submitted by EPCC.

- ii. Civil, Mechanical, Electrical, Instrumentation & PLC etc Layout plans for Briquetting Plant, Storage area for raw materials, Storage area for finish materials, Drying area, Conveyor, Feeding, Screening units, HSD / LNG Storage facility as per PESO norms, unit sub-station, control room, Office, Trenches for electrical & Instrumentation cables & service Pipelines, Firefighting system, Earthing, lighting, fencing gate etc.
- iii. Details of Civil work involved for the project including but not limited to installation of all the facilities & storages yards related to Briquetting Plant and all works details as given above.
- iv. QA/QC plans, ITP (Inspection & Test Plan)
- v. Review & approval of detailed Bill of Materials.
- vi. Review and approval of Equipment and schematic drawings supplied by OEM, Electrical & Instrumentation Drawings related to Briquetting plant.
- vii. Review of job completion schedule of work for various activities including but not limited to Briquetting Plant, Foundations, Electrical & Instrumentation installations, Equipment & Mixers & Storage facilities & Briquetting press etc. Erection and Commissioning.
- viii. Review of quality plan/check list for Briquetting plant including all its components, Foundations, Storage facilities, Firefighting installation, waste water (effluent) treatment and electrical & Instrumentation installations.

## **B. Site Supervision**

- i. Site supervision to supervise activities of construction of Briquetting Plant along with its facilities as per implementation schedule.
- ii. Inspection and approval of all equipment after receipt at site.
- iii. Review and certifying quality/plan of erection work.
- iv. Witnessing pre-commissioning and commissioning tests of all equipment
- v. Submission of Progress Report from time to time.
- vi. Review of Operation and Maintenance documents submitted by EPCC Contractor/supplier.
- vii. Preparation of list of incomplete jobs, defects and punch points, if any to be attended by the EPCC Contractor / supplier.
- viii. Contractor measurement sheet & Bill certification
- ix. Reconciliation of Bills and materials.

## **C. Other Responsibility:**

- i. Checking and certification of invoices/bills submitted by EPCC contractor against milestone activities to fsnl for payment to Contractor.
- ii. Review of contract documents and all other documents related to various statutory approvals (like PESO, PCB, Environmental body, Factory Inspector/ clearances etc.)
- iii. Provide necessary assistance / back up in liaison work with concerned authorities for the implementation of project.
- iv. Providing all required services and assistance for replying to the queries of concerned Government Departments / statutory bodies and agencies on the progress and any other aspect related to the project for a period of 24 months from completion of the project.
- v. Provide necessary back up / technical assistance for co-ordination with external agencies viz. Customer Steel Plant, Statutory bodies, insurance agencies etc.
- vi. To ensure contractors carry out their activities in accordance with the safety plan throughout the course of the construction of the project.
- vii. Assistance in registering with state nodal bodies / any other bodies /authorities for setting up and operating the Briquetting Plant.
- viii. Final documentation as per procedure
- ix. Contract closure of EPCC contract
- x. Ensure in obtaining all statutory clearances from various statutory authorities.

## **Part 4**

The Consultant shall Post Commissioning perform the performance guarantee testing and measurement after commissioning of the Briquetting plant and its facilities along with FSNL and EPCC contractor on a daily basis (hourly readings and at least 6 readings per shift) for 15 days.

**I** Analysis of collected information and data available at site using licensed software and preparation of report for the Briquetting plant and its facilities containing the following:

- i. Physical properties of BOF Sludge Briquettes
- ii. Finish products specification w.r.t OEM & FSNL & Steel plant requirement
- iii. Consistency of Briquetting materials mixing ratio
- iv. Strength of Briquettes
- v. Moisture content of Briquettes
- vi. Shutter Index of Briquettes
- vii. Cold Crushing Strength of Briquettes
- viii. Actual production rate and comparison with guaranteed / estimated production by OEM.
- ix. Handling losses of Raw & finish materials.
- x. Component failure, if any.
- xi. Energy consumption Vs rated consumption by OEM
- xii. Recommendations for improvement on Curing time of finished Briquettes, Handling operations and decreasing the system idle time.
- xiii. Recommended preventive checks in checklist form for daily monitoring
- xiv. Operating data sheets
- xv. Recommendations for improvement in O&M of Briquetting plant to achieve better performance.

### **II. Consultant's scope of services is covered under the following broad areas:**

1. Project Management and Control
2. Engineering Management,
3. Procurement Management - including materials Inspection & Expediting support to FSNL for Tendering,
4. Construction Management and Supervision
5. Pre-commissioning and Commissioning,
6. Post commissioning and PGTR (Project Guarantee Test Run).
7. Final Report on Physical & Chemical analysis of Briquettes w.r.t CSIR-NML obtained parameters which were achieved during the Phase-I & II trials & Steel Plant requirement.

#### **1.0 Project Management and Control**

- a) Project management and support function in a proactive integrated manner.
- b) Responsible for proper management and coordination of the total project
- c) Responsible for design integrity, detailed engineering complete in all respects.
- d) Quality control.
- e) Overall progress measurement and reporting to FSNL with due focus on contractual schedule and quality.
- f) Coordination with other suppliers/contractors/Consultants.
- g) Project Document Control procedures to ensure timely receipt and distribution of drawings and documents and shall cover document numbering system, time for review/ submission, document distribution quantities, and transmittal formats etc.
- h) Recommendation on Project Requirement Specification applicability & Extension of completion schedules.
- i) Assistance to FSNL for the resolution of technical and commercial disputes with vendors and contractors.
- j) Preparation of an overall project schedule/network, identifying critical path, WBS (Work Break down Structure), priority activities and target dates for completion.
- k) Hold regular project review meetings with FSNL.



- l) Monitoring the progress of construction and identifying problems affecting the progress by Resident Construction Manager, where required.
- m) Monthly submission of the progress reports to FSNL. Consultant shall also furnish monthly progress reports in the formats required for various government authorities.
- n) Consultant services shall include cost estimation in a format acceptable to the FSNL and detailed backups, basis, justification for the estimation shall also be provided by the bidder. This shall be the basis for cost control and monitoring for the entire project.
- o) Cost estimate shall be furnished for each tendered work. Prior to final price bid submission, Consultant will prepare cost estimate to the accuracy of + / - 5% for FSNL's commercial evaluation of bids. The Consultant will give basis of cost estimation and detailed back up in approved formats, which will be agreed post order stage. Both hard and soft copies of the estimates shall be furnished.
- p) Any project scope changes will also be scrutinized by Consultant and supplier/contractor proposal in this regard will be vetted by Consultant.

## **2.0 Engineering Management**

- a) Consultant will be the nodal point for coordination between technology suppliers, vendors, FSNL, Steel Plant and contractors.
- b) Consultant will ensure that the design drawing/documents prepared meets all the statutory requirements.
- c) Consultant shall incorporate all major features necessary to ensure safety of plant personnel.
- d) Consultant shall ensure timely submission of drawing/documents in order to meet project schedule requirements.
- e) Consultant shall prepare detailed operating manual based on technology supplier and OEM operating instructions / guidelines and ensure its completeness.
- f) Submission of as-built drawings prepared by Consultant and review of as-built drawings prepared by contractors.
- g) Consultant shall provide necessary assistance including participation in the meeting with authorities wherever required for providing technical inputs for all the statutory clearances to be obtained.
- h) If during detailed design, Consultant is required to change any vendor / supplier provided data, the same will be referred to the vendor / supplier for their acceptance and concurrence. Consultant shall ensure that due to detailed engineering of the Consultant the Guarantees provided by the vendor / suppliers are not diluted.
- i) Assistance in obtaining all statutory clearances required for the project. The Assistance in obtaining statutory clearance includes compilation and preparation of all necessary documentation, drawings, arrangement of statutory site / shop inspection etc. for getting the final approval.

## **3.0 Procurement Management**

Procurement services shall be as per the agreed procedure discussed and finalized separately with FSNL. The scope shall include

- a) Consultant to assist FSNL for the preparation of Bid evaluation criteria, preparing of enquiry, evaluation of bids, techno-commercial recommendations as per in-house delegation of power for final ordering.
- b) Consultant to assist MM department to update & finalise the GCC (General Conditions of Contract) and SCC (Special Conditions of Contract) documents as per the laid down procedures of FSNL.
- c) Prepare detailed approved vendor list in consultation with FSNL.
- d) Inspection and expediting of indigenous equipment and materials.

- e) Coordinate the activities of the vendors, transporters, shipping agency by monitoring and with regular contact with them.
- f) Inspection and expediting of imported equipment and material is excluded from the scope of Services. If so required by FSNL, these services could be provided by Consultant at additional cost to FSNL. In case a third party inspection agency is arranged, Quality Assurance /Quality Plan (QA / QP) submitted by the vendor will be reviewed by Consultant for its adequacy within FSNL rules & regulations. Consultant shall ensure that QA/QP submitted by vendors is adequate.
- g) Analysis and troubleshooting for corrective actions to ensure timely delivery.
- h) Recommendation on the performance of the vendors leading to closing of the contract.
- i) Assist in Government Audit/Vigilance queries after completion of the individual contracts. This assistance shall be provided up to 2 years after project completion of the facilities covered in this contract. Beyond this period Consultant shall provide its services on mutually agreed rate if required.
- j) Custom clearance and material transport to site shall be by FSNL through their Clearing and forwarding agents if applicable.
- k) Certify vendor invoices and recommend to FSNL for payment, which will be counter signed by FSNL representative.

### **3.1 Inspection**

- a) Consultant will undertake inspection of all indigenous equipment and materials to be procured as part of the project being executed.
- b) Inspection of imported equipment and materials is not considered in Consultant's scope of inspection. The inspection of these shall be in the scope of FSNL or its approved Third party Inspection agencies. However, the inspection reports shall be reviewed by the Consultant before accepting the material.

### **3.2 Tendering Services and Evaluation of Bids**

- a) As per the FSNL request, Consultant shall carry out techno-commercial evaluation of bids and submit evaluation report with appropriate recommendation as per the approved bid evaluation criterion.
- b) Consultant shall raise techno-commercial queries for getting required clarifications from the bidders.
- c) Consultant shall suitably resolve techno commercial queries raised by bidders in consultation with FSNL, where necessary.
- d) Consultant shall arrange and participate in any meeting with bidders which may be required during bidding and evaluation period.
- e) Consultant shall help, support to FSNL to issue addendums, corrigendum & clarifications arising out of the pre bid meetings & discussions with bidders, replies to queries etc., where necessary.

#### **f) Tendering services shall comprise:**

- I. Preparation of detailed tenders as & when required by FSNL, and contractor list for the objective of fast track tendering, discuss and agreed with FSNL.
- II. Bid evaluation criteria, Special Conditions of Contract, list of subcontractors to be prepared by Consultant for FSNL approval. FSNL GCC to be followed.
- III. Evaluation of tenders and recommendation to the FSNL for opening of price-bids of contractors for award of the contract.
- IV. Draft contract preparation and assistance in sorting out contractual problems during execution and assist in finalization of contracts.
- V. Assist in Government Audit / Vigilance queries after completion of the individual contracts. This assistance shall be provided up to 2 years after mechanical completion of the facilities covered in this contract. Beyond this period Consultant shall provide its services on mutually agreed rates.

## **4.0 Construction Management & Supervision**

### **4.1 Prime Responsibility:**

The primary responsibility of the construction management, front line supervision, cost control, quality assurance & control, health, safety & environment protection, material control and mechanical completion will be with the Consultant.

- a) Coordinate in conformity with plans, specifications and approved schedules. Liquidate all checklist points issued by statutory/regulatory bodies also, if any.
- b) Ensure liquidation of all checklist points issued by FSNL.
- c) Arrange testing services for control of construction materials and methods and meet quality requirements. The cost incurred for such testing will be under the scope of the contractor.
- d) Field engineering as necessary, field supervision and inspection.
- e) All safety precautions shall be ensured and all safety requirements shall be followed which may be issued time to time.
- f) Certify quality and quantity of work performed by contractors and maintain necessary records required for verifying contractor bills according to the conditions of contracts. Analysing extra claims, if any and forwarding the recommendations to FSNL. Material reconciliation shall be carried out with the contractors.
- g) Consultant to ensure statutory compliance such as PF, ESI, Insurance, Labour Cess, etc. of contractors at site.
- h) Checking of inventory.
- i) All necessary services and site inspection for rectification of faulty works.
- j) Surplus material to be returned to FSNL stores with valid test certificates.
- k) Consultant shall ensure good housekeeping and disposal of scrap in designated area by the contractors.
- l) Process recoveries from contractors for issue of materials, taxes etc. as per provision of contracts and perform all duties of the Engineer-in-charge.
- m) Technical assistance in expeditious settlement of extra claims, disputes etc.
- n) Initiate action for arranging the services of vendor's specialists as required for satisfactory execution of erection and mechanical trial run, in terms of respective contract.
- o) Assistance for arranging of contractors for various related services such as those required for receiving, movement, handling and transportation of materials.
- p) Prepare construction Progress Reports, Construction Schedule, Action Plan and other reports as per Consultant practice.
- q) Review and certify as built drawings to be prepared by contractors.
- r) Technical assistance to FSNL in matters pertaining to local laws, labour and public relations with respect to Consultant deliverables.
- s) Actively assist in settling disputes.
- t) Prepare, present and store all documents including certification related document.
- u) Inspection, identification and acceptance of materials at site. Material storage & preservation at site as per agreed procedure / requirements. Site material management activities shall include: identification, inspection and acceptance of materials and Documentation. Bidders to note that FSNL & Steel Plant security system shall be followed for the Consultant and the contractors. All the statutory requirements/formalities involving workers shall be complied with / ensured. Consultant shall take Police Verification and Clearances for all its staff and workers posted at site. Gate passes shall be arranged by FSNL for all the staff and workmen of the Consultant only on submission of Police verification, clearance certificate, other required documents and same shall be ensured to the Consultant.

- v) Consultant, as a part of their field activities, shall inspect the work done by contractor & witness / review records as per agreed QA plans and certify their acceptability. Any construction work found unsatisfactory in quality or in non-conformity to the contract shall be removed and rectified through the contractor. Records of such rectifications shall be maintained. Similarly, any use of materials non-conforming to the specification and / or contract shall be got removed from the job site.
- w) Suitable formats needs to be developed for QC, construction progress. Job/Work procedures need to be developed

#### **4.2 For Site Inspection activities, Consultant shall ensure that**

- a) The contractors will not proceed beyond identified witness tests and hold points without Consultant's clearance. Consultant will plan their activities to prevent undue delays in inspection at these points. Construction schedules shall allow a reasonable time for inspection, as required.
- b) If it is observed that work is not conforming to specifications and drawings, Consultant will promptly bring this information to the attention of the contractor and FSNL and will monitor that remedial works are carried out.
- c) In those situations where continued work would cause damage, preclude further inspection, or make remedial action ineffective, and where there is no authorized representative of the contractor immediately available at the work location, Consultant's inspector responsible for that work will stop the work in progress. He will immediately notify FSNL and the concerned contractor of such action.

#### **4.3 Construction Safety**

##### Consultant shall:

- a) Form a safety cell comprising of their qualified safety personnel to ensure that all safety regulations and procedures are followed at the construction site.
- b) Review safety procedures in accordance with applicable codes, regulations and client requirements and ensure adherence to safety norms.
- c) Ensure that necessary precautions are taken to protect construction work and materials from damage by climate and site activities.
- d) Ensure contractors obtain necessary approvals and permits for the construction activities, as per tender requirement.
- e) Consultant shall enter into a safety pact with FSNL. A copy of the safety pact will be furnished to the successful bidder

#### **4.4 Final Documentation/ As Built Drawings/ Documents**

- a) The documentation will be checked for its correctness and completeness at the time of handing over of any plant/system/unit and Consultant shall recommend for taking over by FSNL.
- b) Consultant to ensure that all as built drawings are made, compiled and submitted by co-ordinating with the contractors, vendors as per the agreed procedure.
- c) Consultant will ensure that final documentation including as built drawings, documents, operating manuals, field inspection documents, records, vendor documents, statutory drawings / documents are submitted as per the final documentation procedure. All the drawings generated from the Consultants are also submitted as per the final documentation procedure.

#### **4.5 Mechanical Completion**

- a) Consultant will, ensure a phased mechanical completion programme to facilitate sequential pre-commissioning activities culminating in a logical commissioning programme of the various facilities of the Project.
- b) Consultant will review acceptable formats of handing over of the plants including all required documentation, construction completion certificates and mechanical completion certificates.

## **5.0 Pre-commissioning and commissioning supervision**

Consultant shall coordinate and undertake in presence of FSNL the pre commissioning and commissioning activity and arrange for resolution of all technical problems that may arise in the process of commissioning.

## **6.0 Performance Guarantee Test Run**

- a) Consultant shall undertake performance guarantee test of Briquetting plant along with its facilities and ensure that all contractual obligations are met. Consultant shall ensure implementation of necessary remedial measures through the concerned agencies (Contractors) in case of nonconformance to any of the guaranteed parameters.
- b) Guarantee test runs will be witnessed by FSNL in the presence of the Contractors / Vendors and Consultant.

## **IV Co-operation with other Consultants, Contractors and Suppliers.**

Consultant recognizes that other Consultants, contractors and suppliers have been, and may be, engaged by FSNL to advise FSNL and to perform other services with regard to the Work. Consultant shall cooperate with FSNL's other Consultants, Contractors and suppliers, provide reasonable access to Consultant's premises and each Subcontractor's premises for them and coordinate its activities with the activities of such Consultants, contractors and suppliers under FSNL's direction

## **V FSNL OBLIGATIONS**

1. Issue of Hot work/ cold work permits.
2. Right of ways.
3. Contractor / vendor payments upon certification from Consultant.
4. Unfurnished office Space for the Consultant. All the other required facilities for normal running of the Consultant offices/ meeting contractual scope of services will be the responsibility of Consultant at his own cost.
5. Power and water - free of cost for Consultant office only.
6. Security passes / entry permits to project site located inside the Steel Plant.
7. Vendor payment, retiring of bank documents, management of bank guarantees received in favour of FSNL and opening and maintaining of L/C against foreign supplies.
9. Custom clearance.
10. Final payment to vendors based on Goods receipt note issued and final certification by Consultant along with duly authorized FSNL representative.
11. Issue of finalised tenders & orders after clearance from consultant.

## **VI. Definition of Mechanical Completion and Acceptance**

Mechanical Completion is the condition achieved when:

1. The Plant and its facility has been erected in accordance with relevant drawings, documents, specifications, instructions and applicable codes and regulations, safety standards.
2. Ensure Liquidation of all punch lists provided by the FSNL.
3. All the deficiencies that could prevent safe and orderly commissioning activities have been rectified.
4. Defined Tie-in work for all the utility lines (like Electrical, Service water, Industrial water, Firewater system, Nitrogen, Instrument air, Compressed air etc.), drainage system and conveyor system will be carried out during the opportune moments prior to Mechanical Completion.
5. Removal of scaffolding, temporary piping and maintaining good housekeeping shall be carried out prior to mechanical completion.

Date:

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

## **SECTION-B**

### **TERMS & CONDITIONS**

1. **TIME SCHEDULE-(Exhibit-3)** : Schedule for project completion through the finalised vendors for supply, installation/construction, commissioning and PGTR of Briquetting Plant is as follows:
  - (i) Twelve months including commissioning and PGTR (Performance Guarantee Test Run) from the date of issue of Letter of Acceptance/Purchase Order / Work Order.
  - (ii) The provisions of SCOPE OF SERVICES in the CONTRACT shall govern the stipulations laid down in this completion schedule. A detailed Project schedule will be worked out separately, which shall be mutually discussed with FSNL and agreed upon.
2. **COMPLETION/CONTRACT PERIOD for Project Management Consultancy Services:**
  - (i) 14months for Mechanical Completion from the date of Work order / LOI.
  - (ii) 1 month for System commissioning with Project Guarantee Test (PG test) i.e. on 15th month from the date of work order.
  - (iii) 1month for final product testing w.r.t to Plant design parameters and inline to CSIR-National Metallurgical Laboratory (NML) & Steel plant quality parameters in all respects. i.e. 16th month from the date of work order for Project Management Consultancy Services.
  - (iv) This period of 16 months includes the project completion period as stated in Exhibit (3) through the finalized vendors for Briquetting project as per contract.
3. **Work Program:** Consultant shall within 15 days after the Effective Date of Contract furnish to FSNL Structure & Mobilisation Plan for all the Execution activities including a detailed Work Program showing how Consultant shall perform the Work in accordance with the Time Schedule of Work (incorporating but not limited to all Milestones and Milestone Tasks in order to complete the work within the specified time). The project schedule shall be drawn in such a manner that it meets the requirement of overall complex schedules. The project shall be monitored based on a control schedule, which will be 1 months ahead of contractual schedule.

The FSNL and Consultant shall thereafter settle such work program and such settled program signed on behalf of the FSNL and Consultant shall constitute "Time Schedule of Work" or "Schedule of Work" for the purpose of the Contract. To complete the job as per schedule Consultant shall mobilize additional manpower based on the actual requirement at Consultant cost.
4. **Approval of Program:** FSNL shall, within 30 days of receipt of such program, notify Consultant in writing that:
  - i. The work program is approved with or without modification; or
  - ii. The work program is rejected, in which case reasons for such rejection shall be given;

**or**

  - iii. Further information is required to clarify or substantiate the work program.

Consultant shall submit clarifications/comments with a revised program taking account of the reasons given for the rejection or incorporating the further information requested by FSNL. After FSNL's approval of such detailed program, Consultant shall comply therewith, provided that such program may thereafter be modified with FSNL's prior, written consent.
5. **Priority of Work:** Consultant shall give the Work priority and no other work of Consultant shall take precedence over the Work, nor shall Consultant make any allocation of its resources which would have the effect of delaying the timely performance of the Work.
6. **Maintenance of Schedule of Work:** If Consultant is not performing the Work at a rate which will maintain the Schedule of Work, Consultant shall, at its expense and without entitlement to any additional compensation, cause Consultant's Personnel to work such overtime and shall furnish such additional personnel and other resources & inputs/materials as may be required to comply with the Schedule of Work.

7. **Adjustments of Schedule of Work:** Time Schedule of Work shall be adjusted only:
- i. By an extension of time granted by the FSNL or
  - ii. When the Parties otherwise agree in writing that the Time Schedule of Work should be extended or accelerated.
8. **TERMS OF PAYMENT (Exhibit-4)**
- i. Consultant's lump sum fees shall be paid as per the following milestone basis upon submission of the bill.
  - ii. Percentage of Lump sum fee towards Project Management Consultancy Services :-
    - a) **30%** After civil & Mechanical works completion.
    - b) **30%** On Commissioning of system
    - c) **20%** Upon completion of Project Guarantee Test Run, submission of final documentations & as-built drawings.
    - d) **20%** on completion of all the services as per contract.
  - iii. Above mentioned lump sum fee, due as payable, as specifically provided in the CONTRACT shall be payable within 30 - 45 days from receipt of Consultant's invoice / bill. All invoices will be submitted at FSNL Account department after due certification from the concern FSNL-Unit head and Project department of Corporate office for the payment.
  - iv. Above mentioned lump sum fee in (ii), will be released on submission of equal amount of Bank Guarantee. The Bank Guarantee should be valid till completion of Guarantee period of the project.
  - v. All payments by FSNL to Consultant shall be made by NEFT/RTGS to an account to be designated by Consultant and maintained by Consultant. Consultant to provide all necessary details to FSNL for effecting payment by wire transfer (ECS mode of payment).
  - vi. Total job to be carried out by adhering the rules & regulations of FSNL & Customer Steel Plant.

9. **SITE VISIT FOR BIDDER (Exhibit- 5)**

Ferro Scrap Nigam Limited is located in Bhilai, Durg (Dist), Chattisgarh State. The site is accessible as detailed under:

Nearest Important Town : Bhilai OR any other Steel Plant  
 Nearest Railway Station : Bhilai Nagar (6Km), Bhilai Power House (2Km),  
 Durg (12Km)  
 Nearest Airport : Raipur International Airport, 35 Km

Site Visit will be arranged after Pre-bid meeting.

**Contact Person for Site Visit:**

**FSNL Bhilai Unit - Mr. Kumar Rakesh Raushan, Unit Head, Bhilai Unit - Mob-9437584581**

**FSNL Corporate Office – Mr. G.Srinivas, Sr.Manager (Projects) – Mob-983121023**

10. **Firm Price** :- The price quoted by the successful tenderer should remain firm through complete execution of the order. The rates quoted should be inclusive of all expenses.
11. **Validity** :- The quotation should be valid for a period of **90 days** from the date of opening of the bid.
12. **GST**: - Tenderers are requested to provide GST details as per Annexure I & II & mention the % of GST applicable extra.
13. **Preference to "Make in India"**: - Preference to Make in India will be given as per Annexure-III. Tenderers have to submit signed and stamped Annexure III. Kindly confirm the percentage of Local Content and give details of location(s) at which the local value addition is made.
14. **Vendors Sharing Land Borders with India:-** Vendors have to confirm whether they share land border with India as per Annexure IV. The vendor who share land border with India, will be eligible to bid in this tender only if they are registered with Competent Authority as detailed in Annexure IV.
15. **Banker's Details** :- Tenderers are requested to state Banker's Name, Branch, Account No., PAN No. & IFS Code for remittance of payment though NEFT/RTGS.

16. **Supply of Material/Bills** :- The place of supply of material/services and place of submission of bill should be one and same i.e. Billed to & shipped to should be one and same. Tenderer should submit GST return mentioning the GST number of the State where the material has been supplied or services has been provided.

“The party has to submit GST Compliance Invoice & in case Liquidated damage is applicable, then GST on Liquidated damage will also be recovered from the party”.

17. **Guarantee**:- Guarantee period shall be 12 months from the date of handing over of the project to FSNL after successful commissioning and Project Guarantee Test Run.
18. **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 Independent External Monitor(IEM) in terms of Section-8 of Integrity Pact to oversee implementation of Integrity Pact in FSNL. The details of IEM are given below:-

Name	:- Shri Sanjiv Sharma, Ex-Director (Fin.)	Shri Ved Prakash Yajurvedi, IOFS (Retd.)
Address	:- House No.74, Sector-10, Raj Nagar, Ghaziabad U.P. – 201 002	E-33, Ayudh Vihar, Plot No.3, Sector-13, Dwarka, New Delhi- 110 075.

19. **Blacklisting** :- The tenderer hereby declares that they have never been blacklisted and/or there were no debaring action against them by any Govt. organization/ CPSE/ Court. Further vendors who are found blacklisted and/or debarred at any later stage their bid/offer shall be liable for cancellation. Also those vendors who cannot execute the job/supply as per the order, FSNL in its sole discretion reserves the right to terminate the order and blacklist/debar the firm without any notice.
20. **Termination of Order** :- FSNL reserves the right to terminate the order at 15 day’s notice without assigning any reason(s) or incurring any liability thereby.
21. **Liquidated Damages**: In the event any job assigned to the successful tenderer under the order is not completed within the specified job completion period for the same, penalty @ 0.5% per week of the value of the respective job shall be levied subject to a maximum of 5% of the value of the respective job. Proportionate penalty for delay for part of a week shall also be levied.  
However, L.D. is exempted on account of force majeure conditions i.e., Lockout, Strike, Transporter’s Strike, Riot, Civil War, Restrictions imposed by Govt. and acts of God like Flood, Earthquake, Fire etc. which are beyond the tenderer’s control.
22. **Arbitration**:-
- a) **Applicable for Govt./Public Sector Undertakings**:-In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party to the Arbitration of one of the Arbitrators in the Department of Public Enterprises to be nominated by the Secretary to the Government of India, in-charge of the Bureau of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may take a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary when so authorised by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties in the dispute will share equally the cost of Arbitration as intimated by the Arbitrator.



- b) Applicable for parties other than Govt./Public Sector Undertakings:-All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award given in pursuance thereof shall be binding on the parties.
23. **Risk Purchase:-**In the event, the successful tenderer fails to execute the order, FSNL reserves the right to procure/services from some other source and the extra landed cost, if any, incurred by FSNL on such account and the duties and taxes thereof shall be recoverable from the successful tenderer. Your offer shall be rejected if this Risk Purchase Clause is not accepted.
24. **Contract Agreement :-** The successful bidder shall be required to execute a formal agreement with FSNL for the value of work orders for ₹10.00 Lakhs and above, within 15 days from the date of issue of Letter of Intent/Work Order in the prescribed proforma of FSNL on a non-judicial stamp paper of value of ₹100/- purchased from the respective State from where the order is placed in the name of your organization.
25. **Environment, Health and Safety of the Organization :**The supply of equipment which is stipulated in this tender should not adversely affect the environment, health & safety of the organization.
26. FSNL reserves the right to accept lowest in or any of tenders without assigning any reason whatsoever.
27. FSNL reserves the right to accept or reject any or all tenders in full or part without assigning any reason thereof and or incurring any liability thereby.
28. **T.A & D.A. for outstation visit :-** Rates quoted by you should be inclusive of all expenses i.e. T.A, D.A or any other expenses for outstation visit.
29. Quotation containing any other conditions than those stated herein will be treated as conditional offer, which will be rejected.
30. **Tender acceptance:-** Ferro Scrap Nigam Limited does not bind itself to accept the lowest or any of the tenders and reserves the right to reject any or all the tenders, reduce or increase the quantities without assigning any reasons whatsoever.
31. **Disputes:-**Should any dispute as regards quality, quantity, specification, interpretations of the purchase order terms or methodology for execution of supply arise, the decision of FSNL will be final and binding upon the tenderer.
32. **Jurisdiction:-**Disputes, if any, arising out of this transaction are subject to provisions of competent court having jurisdiction over Durg.
33. Tenderer(s) falling under MSME category and having valid registration certificate with NSIC, are required to submit registration certificate to enable us to consider under MSME, so that applicable benefits/facilities shall be provided as per procurement policy of Government of India.

All the above terms & conditions are acceptable to us.

Date:

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

## **Section-C**

### **DOCUMENTS/DETAILS TO BE FURNISHED ALONG WITH THE TENDERS**

#### **A. BID EVALUATION CRITERIA**

##### **1.1 TECHNICAL CRITERIA**

- (i) The bidder should have valid ISO 9001:2015 certification/Latest certification or equivalent established quality management system certification. (Documents to be submitted)
- (ii) The bidder should have successfully executed/completed in last 10 years to be reckoned from bid due date, at least one single contract as 'Project Management Consultant' (PMC) involving Design, Engineering, Procurement, Inspection, Quality Control/Quality Assurance, Construction Supervision, testing, commissioning and PGTR of Briquetting plant / Pelletisation plant, at any Steel Plant. (Documents to be submitted)

##### **1.2 FINANCIAL CRITERIA**

###### **ANNUAL TURNOVER**

The minimum Annual Turnover of the Bidder as per their audited financial results in any one of the three preceding financial years shall be Rs. 100 Lakhs. (i.e F.Y.2017-18, 2018-19 & 2019-20).(Documents to be submitted)

##### **1.3 GENERAL**

- 1.3.1 A job executed by a bidder for its own plant/ projects cannot be considered as experience for the purpose of meeting requirement of Basic Eligibility Criteria (BEC) of the tender. However, jobs executed for Subsidiary / Fellow subsidiary/ Holding company will be considered as experience for the purpose of meeting BEC subject to submission of tax paid invoice(s) duly certified by Statutory Auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary /Fellow subsidiary/ Holding company. Such bidders to submit these documents in addition to the documents specified in the bidding documents to meet BEC.
- 1.3.2 The bidders who are on suspension list of FSNL due to "poor performance" or corrupt and fraudulent practice or blacklisted/banned by any Government Department/Public Sector as on the due date of submission of bid/during the process of evaluation of bids, the offers of such bidders shall not be considered for opening /evaluation/award.  
  
Further, neither bidder nor their allied agency (ies) is on banning list of FSNL or SAIL or Ministry of Steel. (Self Certification for not in suspension list, blacklisted in their company letter head to be provided).
- 1.3.3 For the bidders whose financial year is calendar year, for such bidders the audited financial results shall be considered as calendar year in lieu of financial year (i.e 2018, 2019 & 2020). (Documents to be submitted)
- 1.3.4 In case, the tenders having the bid closing date upto 30<sup>th</sup> September of the relevant financial year, and audited financial results of immediate preceding financial year is not available, the bidder has an option to submit the audited financial results of the three (03) years immediately prior to that year. Wherever, the bid closing date is after 30<sup>th</sup> September of the relevant financial year, bidder has to compulsorily submit the audited financial results for the immediate three (03) preceding financial years. (Documents to be submitted)

<b>BEC Clause No</b>	<b>Description</b>	<b>Documents required for qualification</b>
<b>Documents required for Technical Criteria</b>		
<b>Technical Criteria</b>		<p>a) ISO 9001:2015 certification / latest certification or equivalent established Quality Management System certification.</p> <p>b) Copy of detailed work order along with Schedule of Rates and Completion certificate / Execution certificate issued by end user / Owner.</p> <p><b>Note:</b></p> <p>(i) The completion/execution certificates shall have details like work order no./date, brief scope of work, completion date etc.</p> <p>The experience of the bidder for Project Management Consultancy services as per BEC requirement must be their own and not as a member of joint venture or consortium/parent company/subsidiary partner firm / group firm / back up consultant.</p>
<b>Documents required for Financial Criteria</b>		
<b>Annual Turnover</b>		Bidder(s) shall submit copy of Audited Annual Financial Statement [including Auditor's Report, Balance Sheets, Profit and Loss Accounts statements, Notes & schedules etc.] of three (3) preceding Financial Year(s) along with un-price bid

Date:

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

**Section-D**

**PRICE BID**

**Tender Ref No: TN-02/2021-22**

**As detailed in Section A to this Tender.**

Overall lot value (in Rs.) figures & words (Inclusive of all Taxes, Duties, levies & Cess or any other expenses Except GST)				
Sl No	Overall Lot value (A)	Applicable GST %	GST Amount (B)	Total Amount (A+B)
Grand Total ₹				

**Note:**

1. If your firm is not covered under GST, please enclose supporting documents.
2. The bidder has to quote the applicable GST percentage.
3. The bidder has to quote overall lot value in the above price bid format considering the full quantity of all the items & their weightage as mentioned in Exhibit 4 (Terms of Payment) tender document.

Date :

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

**ANNEXURE-I**

**Please indicate the @ .....% of GST applicable and provide copy of GST Registration Certificate. Tenderers are requested to provide following information for GST Compliance:-**

Vendor Name	Name of Authorised Person under GST with Mobile No. & Email ID.	Place of Business		GST Regn No. (GSTIN)	Whether under Composition Scheme		HSN Code No.
		Principal Place of Business	Additional Place of Business		Yes	No	

Date :

Signature :  
Name (in block letter ) :  
Designation :

**ANNEXURE-II**

**Following undertaking is to be provided by Contractor/ vendor's at the time of submission of quotation :-**

1. (a) We agree to do all things not limited to providing GST invoices or other documentation as per GST law relating to the above supply, payment of taxes, timely filling of valid statutory returns for tax period on the Goods and Service tax portal etc. that may be necessary to match the invoice on GST common portal and enable FSNL to claim input tax credit in relation to any GST payable under this Agreement or in respect of any supply/ service under this agreement.
- (b) In case the Input Tax Credit of GST is denied or demand is recovered from FSNL on account of any non-compliance by the vendor/supplier/contractor, including non-payment of GST charged and recovered, the contractor shall indemnify FSNL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance.
- (c) Contractor/Vendor shall maintain high GST compliance rating track record at any given point of time.
- (d) The Contractor/ Vendor shall avail the most beneficial notification, abatements, exemptions etc., if any, as applicable for the supplies/services under the Goods and Service Tax.
2. Any invoice issued in favour of FSNL shall contain the following particulars:-
  - a. Name, address and GSTIN of the supplier;
  - b. Serial number of the invoice;
  - c. Date of issue;
  - d. Name, address and GSTIN of the recipient (FSNL Unit/C.O)
  - e. Name and address of the recipient and the address of the delivery, along with the State and its code;"
  - f. HSN code of goods or Accounting Code of services;
  - g. Description of goods or services;
  - h. Quantity in case of goods and unit or Unique Quantity Code thereof;
  - i. Total value of supply of goods or services or both;
  - j. Taxable value of supply of goods or services or both taking into discount or abatement if any;"
  - k. Rate of tax (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);"
  - l. Amount of tax charged in respect of taxable goods or services (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);"
  - m. Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce;"
  - n. Address of the billing where the same is different from the place of supply.
  - o. Signature or digital signature of the supplier or his authorised representative on Invoice.
3. GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner:-
  - a. The original copy being marked as ORIGINAL FOR RECIPIENT;
  - b. The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
  - c. The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.
4. GST invoice shall be prepared in duplicate, in case of supply of services, in the following manner : -
  - a. The original copy being marked as ORIGINAL FOR RECIPIENT; and
  - b. The duplicate copy being marked as DUPLICATE FOR SUPPLIER.
5. In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details as prescribed in the GST Acts 2017 read with GST Rules, 2017.
6. For the purpose of the above mentioned requirements, the contractor/vendor shall provide necessary documents as may be necessary and shall allow inspection of the same to concerned authorities.

**ALL THE ABOVE TERMS & CONDITIONS ARE ACCEPTABLE TO US.**

Date :

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

## **ANNEXURE – III**

### **PREFERENCE TO “MAKE IN INDIA”**

#### **1. Eligibility of Class-I Local Supplier/Class-II Local Supplier/Non-Local Suppliers” for different types of procurement.**

- (a). In procurement of all goods, service or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only 'Class-I Supplier' as defined under this clause, shall be eligible to bid irrespective of purchase value.
- (b). In procurement of all goods, services or works not covered by sub-para 1(a) above and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only Class-I Local Supplier and 'Class-II Local Supplier, as defined under the Clause, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-Local Suppliers' shall also be eligible to bid along with Class-I Local Suppliers' and 'Class-II Local Suppliers'.
- (c). For the purpose of this clause, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

#### **2. Purchase Preference :-**

- (a). Purchase preference shall be given to Class-I Local Supplier in procurements undertaken by procuring entities in the manner specified here under.
- (b). In the procurements of goods or works, which are covered by Para 1(b) above and which are divisible in nature, the 'Class-I Local Supplier' shall get purchase preference over 'Class-II Local Supplier' as well as 'Non-Local Supplier, as per following procedure:
  - (i). Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I Local Supplier, the contract for full quantity will be awarded to L1.
  - (ii). If L1 bid is not a 'Class-I Local Supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I Local Supplier will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I Local Supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I Local Supplier subject to matching the L1 price.

In case such lowest eligible 'Class-I Local Supplier fails to match the L1 price or accepts less than the offered quantity, the next higher Class-I Local Supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I Local Suppliers, then such balance quantity may also be ordered on the L1 bidder.

- (c). In the procurements of goods or works, which are covered by para 1(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I Local Supplier' shall get purchase preference over 'Class-II Local Supplier' as well as 'Non-Local Supplier', as per following procedure:
  - (i). Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I Local Supplier, the contract will be awarded to L1.
  - (ii). If L1 is not 'Class-I Local Supplier', the lowest bidder among the 'Class-I Local Supplier', will be invited to match the L1 price subject to Class-I Local Supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I Local Supplier' subject to matching the L1 price.
  - (iii). In case such lowest eligible 'Class-I Local Supplier' fails to match the L1 price, the 'Class-I Local Supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I Local Supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d). "Class-II Local Supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

#### **Verification of Local Content :-**

- (a). The Class-I Local Supplier/ 'Class-II Local Supplier at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class-I Local Supplier/ 'Class-II Local Supplier, as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- (b). In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I Local Supplier/ 'Class-I Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- (c). Decision on complaints relating to implementation of this Clause shall be taken by the competent authority which is empowered to look into procurement related complaints relating to the procuring entity.
- (d). False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h)) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

- (e). A supplier who has been debarred by any procuring entity for violation of this Clause shall not be eligible for preference under this Clause for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

3. **Exemption of Small Purchases :-**

Notwithstanding anything contained in paragraph 2, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Clause. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this clause.

**Definition for this purpose will be :-**

“**Local Content**” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

“**Class-I Local Supplier**” means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this clause.

“**Class-II Local Supplier**” means a supplier or service provider, whose goods, services or works offered for procurement has local content more than 20% but less than 50%, as defined under this clause.

“**Non-Local Supplier**” means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20% as defined under this clause.

“**L1**” means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

“**Margin of Purchase Preference**” means the maximum extent to which the price quoted by a “Class-1 Local Supplier” may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

**Specifications in Tenders and other procurement solicitations :-**

Procuring entities shall endeavor to see that eligibility conditions including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of ‘Class-I Local Supplier/Class-II Local Supplier’ who would otherwise be eligible, beyond what is essential for ensuring quality or credit-worthiness of the supplier.

**ALL THE ABOVE TERMS & CONDITIONS ARE ACCEPTABLE TO US.**

Date :

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



**Bidders Sharing Borders with India**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority **as detailed in the Definition of Competent Authority in this Annexure.**
- II. Bidder (including the term 'tenderer, 'consultant' or 'service provider in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. Bidder from a country which shares a land border with India" for the purpose of this clause means:
  - a. An entity incorporated, established or registered in such a country; or
  - b. A subsidiary of an entity incorporated, established or registered in such a country; or
  - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d. An entity whose beneficial owner is situated in such a country; or
  - e. An Indian (or other) agent of such an entity; or
  - f. A natural person who is a citizen of such a country; or
  - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (iii) above will be as under :-
  1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

**Explanation:-**

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
  - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
  - VI. **Applicable in tenders for Works contracts, including Turnkey contracts**

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**2. Model Certificates**

a) **Model Certificate for Tenders ( To be submitted for transitional cases)**

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that M/s..... (this bidder) is not from such a country and is eligible to be considered."

b) **Model Certificate for Tenders (to be submitted by vendor along with their offer)**

I have read the clause regarding restrictions on procurement from a bidder of a county which shares a land border with India; I certify that M/s..... (this bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered (where applicable, evidence of valid registration by the Competent Authority shall be attached).

c) **Model Certificate for Tenders for Works involving possibility of sub-contract (to be submitted by vendor along with their offer )**

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that M/s..... (this bidder) is not from such a Country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that M/s..... (this bidder) fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

d) **Model Certificate for GeM: (to be submitted by vendor along with their offer).**

I have read the clause regarding restrictions on procurement from a bidder of a county which shares a land border with India; I certify that M/s..... (this vendor/bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that M/s..... (this bidder/ vendor) fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

**Definition for this purpose will be:-**

**1. Competent Authority**

- A. The Competent Authority for the purpose of registration under this Clause shall be the Registration Committee constituted by the Department for Promotion of industry and Internal Trade (DPIIT)".
- B. The Registration Committee shall have the following members:-
  - (i) An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman.
  - (ii) Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those departments whose sectors are covered by applications under consideration.
  - (iii) Any other officer whose presence is deemed necessary by the Chairman of the Committee.

**2. Transitional Cases:-**

**Tenders where no contract has been concluded or no LoA has been issued.**

Date:

SIGNATURE :  
NAME (in block letters) :  
DESIGNATION :  
RUBBER STAMP OF CO. :