

BURN STANDARD COMPANY LIMITED
(A SUBSIDIARY OF BBUNL)
(A GOVT.OF INDIA UNDERTAKING)
POST BOX NO:565, SALEM-636 005.

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Invitation of Tender for Segregation of Magnesite (Qualitywise) from spoils Bank in our Mines (2 Part System)

Tender No. : S/T52/2008-09/16.06.2008
Due date of submission : 23.07.2008; 01.00 P.M
Due date & Time of Opening : 23.07.2008; 04.00 P.M(Techno-Commercial Bid Only)
EMD to be remitted : Rs.25,000/-
To

Dear Sirs,

Sub: Contract for Segregation of Magnesite (Qualitywise) from Spoils Bank in our Mines-Reg.

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- 1) Offers are invited for engaging one or more contractors for Segregation of Magnesite (Qualitywise) from Spoils Bank in our Mines (Description of Work, Quantity & Specification (Quality) of Magnesite to be segregated is as per Price Bid – ‘B’ enclosed)

Note: Contracts made under this tender will be governed by Burn Standard’s General Conditions of Contract for supply/purchase and invitation to tenderer and instructions therein as per Annexure ‘C’ enclosed. No.of contractors to be decided only at the sole discretion of the company.

2) Submission of Tender:-

The tender is required to be submitted to Chief Manager(Materials Management), Burn Standard Co.Ltd.,Salem-636 005 in Triplicate in two parts:-

- a) Technical and Commercial Bid (Part-I) as per Annexure – ‘A& A-1’
- b) Price Bid (Part-II) as per Annexure – ‘B’

The Techno Commercial Bid (Part-I) should contain the following:-

- a) Statutory Requirements viz., Proof for Experience., Labour Licence, Provident Fund Code, IT Clearance Certificate., PAN No. & Bank Name etc.,
- b) The list of customers with complete address, phone no., etc., whom the tenderer is in contract with.
- c) Existing Work Orders.
- d) Income Tax and Sales Tax Clearance Certificates etc.,
- e) Any deviations in commercial terms and conditions to tender terms.

No price details should be given in this bid (Part-I). Earnest Money Deposit should be enclosed in Part-I bid. The Part-II should contain price only.

The Part-I and Part-II bids for the tenderer should be enclosed in separate envelope and particulars marked on the face of the envelope and properly sealed. Both the envelopes should be placed in a third envelope and sealed. The tender, number and date of opening should invariably be indicated on the face of the envelope.

3) Validity of the Tender:-

The offer shall remain valid for 90 days from the date of opening of tender.

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4) Earnest Money Deposit:-

An Earnest Money Deposit required to be submitted alongwith the offer as per the details below for tender value exceeding Rs.10,000/-

Value of Tender	EMD Rs.
Upto 5 Lacs	5,000.00
Above 5 Lacs to 10 Lacs	10,000.00
Above 10 Lacs to 25 Lacs	25,000.00
Above 25 Lacs to 50 Lacs	45,000.00
Above 50 Lacs to 1 Crore	1,00,000.00
Above 1 Crore to 2 Crore	1,50,000.00
Above 2 Crore	2,50,000.00

Government undertaking and Firms registered with DGS&D and NSIC will however be exempted against proof of Registration Certificate. EMD to be deposited in the Form of DD Or Pay Order infavour of Burn Standard Co.Ltd., payable at Salem

Tender without EMD in the desired manner/amount is liable to be rejected. EMD will be returned to the unsuccessful tenderers after finalisation of the order. For successful tenderer, EMD shall be adjusted against Security Deposit.

5) Security Deposit:-

Successful Tenderer should deposit a sum of Rs.1,00,000/- as a Security Deposit, after adjusting EMD by Demand Draft/Pay Order or Bank Guarantee to be sent within 15 days on receipts of our order which will be retained with us as interest free towards performance guarantee till final execution of the contract. This will be returned after successful execution of the contract against issue of no objection certificate by the purchaser.

6) Inspection:-

Inspection of material (Magnesite) segregated will be carried out by company's authorized representative (If required).

7) The Company reserves the right to increase or decrease the quantity upto 30% of the work order quantity during the currency of the contract on the same price, terms and conditions with suitable extension of delivery period.

8) Risk Purchase:-

Without serving any notice, the company reserves the right to procure the service from elsewhere at your risk any cost in the event of failure to carryout the work within the stipulated time, and according to specification and or terms and conditions specified.

9) Payment Terms:-

Our Terms Of Payment: Payment will be made on the 10th day of the succeeding month. Payment will not be made in case, if the contractor does not provide all the certificates and DGM(Mines) to certify all the records maintained by him.

10) Price:-

Tenderer must confirm in Techno-Commercial Bid that their quoted price is Firm till completion of our contract and No Escalation of price will be considered during pendency of the contract.

11) Right of Acceptance:-

This office does not pledge itself to accept the lowest or any other tender and reserves to itself the right of acceptance of the whole or any part of the tender or portion of the quantity offered and you shall supply the same at rate quoted above.

12) Communication Acceptance:-

Acceptance by the purchaser(Company)will be communicated by FAX, Phone: express letter of acceptance or formal "Acceptance of tender". In case where acceptance is communicated by FAX or express letter, the formal acceptance of tender will be forwarded to you as soon as possible but the instruction contained in the telegram or express letter should be acted upon immediately.

13) This tender is not transferable.

14) The Company reserves the right either to accept or reject any tender in full, or part without assigning any reason thereof.

Enclosure:-

- 1) Techno-Commercial Bid (Part-I); Annexure-'A & A-1'
- 2) Price-Bid (Part-II); Annexure-'B'
- 3) General Condition of Contract for Supply (Annexure'C')

For Burn Standard Company Limited.,

(R. Raghunathan)
General Manager

We agreed to the above terms and condtions.

Signature of the Tenderer with Address

BURN STANDARD COMPANY LTD., SALEM-636 005.

TENDER NO: S/T52/2008-09/16.06.2008

TECHNO-COMMERCIAL BID (PART-D):-

ANNEXURE-'A'

- 1) The Tenderer should be a duly registered independent establishment and should comply with the following statutory formalities and produce the following at the time of submission of tender:-
 - a) Licence from Labour Department for any work done during earlier period
 - b) P.F. Registration Code from Provident Fund Authority
 - c) Group Insurance Coverage to the Workmen engaging or ESI coverage whichever is applicable
 - d) Income Tax Clearance Certificate
 - e) Permanent Account No. & Bank Name
 - f) All Other Statutory formalities as per Mines Act and Rules made there under like VTC etc., and provisions of all other labour enactments are to be complied with.
- 2) The tenderer should comply with all statutory obligations including PF and ESI Coverage, Provision of Canteen facilities, Minimum Statutory Bonus at 8.33% etc.,
- 3) The tenderer should have a minimum of 2 years experience in supplying labour and carrying out contractual jobs in reputed companies (Labour supply contract)
- 4) The above licence etc., are required to be produced within 40 days from the date of order. Until the above is provided, a minimum of 10% of the contract bill to be recovered as deposit. If the certificates are not produced within the stipulated period, BSCL will be forced to terminate the contract with the tenderer.
- 5) Security Deposit to be deposited as per the Clause 5 of the Tender Form.
- 6) Income Tax as applicable at Source will be deducted.
- 7) The Work is to be executed as per our requirement indicated in the Price-Bid (Annexure-B) of the Tender Form.
- 8) The Registration of Workmen & Training of Workmen and the Work to be done as per Mines Act and as per direction of DGM(Mines.),
- 9) The work is to be carried out from August'08 to July'09 as per our requirement.
- 10) Terms of Payment:- Payment will be made on the 10th day of succeeding month. Payment will not be made in case if you do not provide all the certificates and DGM(Mines) to certify all the records maintained by the contractor.
- 11) Quantity to be collected will be 1000mt in a phased manner throughout the month which may be revised/regulated at the sole discretion of the company.
- 12) THE MATERIAL TO BE COLLECTED SHOULD BE FREE FROM DUNITE, SLATY AND OTHER FOREIGN MATERIALS. After sampling/while loading the material, if dunite, slaty and other foreign materials are found, the stack will be rejected. The Payment will be made on the basis of tonnage transported from Mines.
- 13) Lab Test for RM Silica percentage will be carried out at our Lab which is final.
- 14) Tenderer and his employees engaged for this contract have to abide by the Rules and Regulations of our Company and will be bound by the Rules & Regulations of the Mines Act.
- 15) Tenderer has to obtain License from Licensing Officer as per the provisions of Contract Labour (Regulations and Abolition) Act 1970 and should be in possession of a PF code as per provisions of the Employees Provident Fund & Miscellaneous Provisions Act 1952 for the engagement of labourers in your contract.
- 16) Tenderer has to maintain all the Registers and Records duly updated as per the Contract Labour(Regulations & Abolition) Act 1970 and Rules 1971, the Payment of Wages Act & Rules and the Payment of Minimum Wages Act & Rules applicable to the contractor.

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- 17) All the persons engaged for execution of this contract should be provided with safety appliances such as safety shoes and helmets (DGMS approved) to their workers before engaging them in the Mines and also provide safety Shin Guard.
- 18) All Tenderer's workers engaged for this contract will have to undergo vocational training which will be arranged on chargeable basis and charges to be borne by the contractor.
- 19) The successful tenderers of the above work should provide required tools/materials to their employees to execute the work.
- 20) The tender either full or partly may be rejected by the company without assigning any reason thereof.
- 21) The company reserves the right to engage any other contractor for the said jobs to meet urgency.

I/WE HEREBY AGREE TO CARRY OUT THE WORK AS PER THE TERMS AND CONDITIONS OF THE WORK ORDER/CONTRACT.

DATE:

Signature of the Tenderer with Seal

Address of the Tenderer:-

TECHNO-COMMERCIAL BID(PART-I)

TENDER NO: S/T52/2008-09/31.05.08

ANNEXURE-A-1

SPECIAL TERMS AND CONDITIONS FOR CARRYING OUT THE ABOVE WORK

1. The contractor should obtain licence from the licensing authority under Contract labour (Regulation and Abolition) Act, 1970 and Rules made there under and renew the licence periodically.
2. All the jobs entrusted to the contractor from time to time shall be carried out strictly according to instructions given to the contractor by the Manager of the company or any one authorized on his behalf.
3. The work shall be supervised by the contractor himself or by any other responsible person authorized by him in writing but it is distinctly understood that the contractor shall not on any account employ any sub-contractors to undertake the said work.
4. The contractor shall employ workers on day to day basis subject to availability of work and requirement and company's permission in writing for fixing his labour strength from time to time.
5. The contractor should engage contract workers and they should be paid daily wages at the rates agreed upon with the unions or minimum wage under Minimum Wages Act whichever is higher or at the rates fixed in the agreement between the concerned parties/or as per law in force from time to time and the payment should be made on or before the specified date under the Payment of Wages Act 1936/Minimum Wages Act, 1948.
6. All these contract workers should be covered under PF, ESI, should be extended Earned Leave with wages under Mines Act. Festival and National Holidays under relevant Statute and Bonus as per agreement reached with the unions, Uniforms, Stitching charges and safety shoes once in a year and Gratuity as per payment of Gratuity Act.
7. The contractor shall pay his women workers maternity benefit for which they are eligible under the statutes as are in force from time to time.
8. The contractor shall take all precautions necessary for the safety of his workmen and shall provide all necessary safety appliances/personal protective equipments and insist them to wear wherever necessary and ensure safety and health of his workmen during the work hours and pay the contribution due to the ESI Scheme and in the absence of coverage of ESI Scheme, the Contractor should pay compensation as per the provisions of the Workmen Compensation Act, 1923 in case of any accident/employment injury to the contract workmen.
9. All payments due to be made on account of Provident Fund 1952, Pension Fund etc., should be paid by the Contractor for the workmen engaged under him in his own Provident Fund Code.
10. The contractor shall comply with the provisions of all statutory laws, Rules & Regulations in force from time to time applicable to operations under this Agreement and to the workmen employed therein including the provisions of Contract Labour(Regulation & Abolition)Act, PF,ESI, Bonus and Gratuity rules etc.,

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11. If the company incurs any liability by way of demurrage etc., due to any lapse on the part of the contractor, the same will be recovered by the company from the contractor's bill.
12. If the contractor incurs any liability to his workmen or to any other party on account of termination of this contract, the same shall be discharged by the contractor himself.
13. In the event of a legislation being brought either by the State or by the Central Government in respect of the employment of contractors in the Mines and/or the Factory affecting the said contractors terms with the company as indicated in this contract the said term will automatically stand amended, cancelled or modified to fall in line with the provisions of the enactment and the company will not be liable to pay compensation to the contractors in any manner.
14. The company will have the right to impose fines upto Rs.1,000/-on the contractor or terminate this contract without any notice for contravention of any of the terms of this contract or violation of any other legal provisions applicable/in force.
15. The contractor shall comply with the provisions of the Laws and Rules in force from time to time which are applicable to the contract workmen including Contract Labour (Regulation and Abolition)Act,1970, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1972, ESIC Act, 1948, Workmen Compensation Act, 1923, Factories Act, 1948, T.N. Factories Rules, 1950, Tamilnadu Industrial Establishment (National Festival and Holidays) Act etc.,and comply with provisions of all other statutory labour legislations now in force and also that may be introduced in future and keep the company indemnified from any claim which may arise by reason of his default either wilful or by ignorance.
16. The contract can be terminated by either side with three Calendar months previous notice in writing.
17. Current and valid Income Tax Clearance Certificate and Pan number must be submitted to Accounts Department.
18. No advance of any kind will be paid to the contractor during the period of the contract.
19. Baskets, Crowbars, Spade etc.,and all kinds of tools to be supplied by the contractor himself for all the contract jobs to the contract workmen.
20. Sufficient workers are required to be given for each job by contractor. In case the contractor does not provide any workman and if the work suffers, this will be treated as default and suitable penalty will be levied on the contractor.
21. The contract workmen are entitled for double wages when they are engaged on notified paid holidays or engaged for over time work and the extra additional wage for those paid holidays/overtime should be borne by the contractor.
22. Yearly bonus at the rate as negotiated and agreed upon should be paid by the contractor to the workers engaged by him every year.
23. Application for licence should be submitted to concerned authorities immediately on receipt of the work order and license should be obtained and produced to the company .

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24. The contract/the rate indicated will be in force for a period of one year as indicated in the work order. No enhancement of rates etc., will be allowed till the expiry of period of contract.

25. Following Statutory requirements will be the responsibility of the contractor.

- i) Income Tax @ 2% will be recovered at source from the bills submitted from time to time and for any refund claim the contractor should approach Income Tax Authority. In addition to the above, surcharge of @ 10% will also be recovered.
- ii) The contractor should ensure remittance of PF and ESI contributions within the stipulated time, maintain such records /registers and file such returns as required under PF and ESI Act.
- iii) The contractor should maintain all records and registers required to be maintained under various Laws and also should submit such returns/reports required to be submitted to the concerned authorities under various laws.

I/We hereby agree to the above terms and conditions.

Name:
Address:
Telephone Number

Signature of the Contractor with Seal

Date:-

BURN STANDARD COMPANY LIMITED.,SALEM-636 005
PRICE BID(PART-II)

Tender No: S/T52/2008-09/16.06.2008

Annexure- 'B'

Sub: Segregation of Magnesite(Qualitywise)from Spoils Bank in our Mines

S. No.	Description of Work	Unit (MT)	Qty. Reqd. (MT)	Rate/Unit
1)	0-2.99% Silica Well dressed Refractory Grade Magnesite to Size: 75mm Max.	MT	3000MT/ Month	
2)	3-3.99% Silica Well dressed Refractory Grade Magnesite to Size: 75mm Max.	MT	1500MT/ Month	
3)	4-4.99% Silica Well dressed Refractory Grade Magnesite to Size: 75mm Max.	MT	1000MT/ Month	
4)	5-5.99% Silica Well dressed Refractory Grade Magnesite to Size: 75mm Max.	MT	1000MT/ Month	
5)	6-6.99% Silica Well dressed Refractory Grade Magnesite to Size: 75mm Max.	MT	3000MT/ Month	
6)	7-7.99% Silica Well dressed Refractory Grade Magnesite to Size: 75mm Max.	MT	1500MT/ Month	
7)	8-12% Silica Well dressed Refractory Grade Magnesite to Size: 75mm Max.	MT	1000MT/ Month	
8)	LC Grade Pure White Magnesite to Size: 75mm – 150mm Max. (Above 6% Silica Not Acceptable)	MT	3000MT/ Month	

NOTE:- 1. Quantity indicated is approximate, will vary depending upon the actual requirement; 2. Rate quoted must be Firm till completion of order; 3. Payment: 30 days credit. 4. Delivery:- As above from August'08 to August'08; 5. EMD: Rs.25,000/- (Rupees Twenty Five Thousand Only) by way of DD to be enclosed alongwith the offer; 6. Offer will not be accepted without EMD. 7. Your offer should be submitted in the Tender Form itself duly signed in all the documents enclosed. 8. 0- 2.99% Crude will be decided only on DBM Silica basis.

Date:-

Signature of the Tenderer with Seal

Address of the Tenderer:-