

सीआईएन: यू27102सिटी1989जिओ1005468
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फार्मेटसं: एफएसएनएल/क्यूएफ/पीयूआर/07
FORMAT NO: FSNL/QF/PUR/07

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

फोन/PHONE :0788-2222474, 2222475

फैक्स/FAX :0788-2220423, 2223884

ईमेल/Email : ls.patel@fsnl.co.in

<p>एकल निविदा /SINGLE TENDER</p>
<p>इन्क्वायरी संदर्भ संख्या एफ.सी/ENQUIRY REF.NO.FC/ 2705 /2021 दिनांक/DATE: 11-06-2021</p>

Dear Sirs,

Please submit your "Quotation" in "sealed cover" addressed to the **Assistant General Manager (MM)**, M/s. Ferro Scrap Nigam Ltd., with our Enquiry No., Date & Due Date and "Quotation" superscribed on cover, for the material(s)/job mentioned below.

The quotation in sealed cover as above should reach us latest by **2.30 p.m. on 23-06-2021** and shall be opened on the same day at **3.00 p.m.**

S/n.	Description	Quantity	Charges for AMC
I.	To carry out the Annual Maintenance Service Contract of 125 KVA Diesel Generator Set (Cummins Engine with Kirloskar Alternator) installed at our Corporate Office situated at Equipment Chowk, Central Avenue, Bhilai.	01 No.	Rs._____
II.	GST @____%.	GST Amount:	Rs._____
III.	Total Amount with GST		Rs._____

Signature:

Date :

Name (in block letter):

Designation :

Rubber Stamp of the Co.:

(एल.एस.पटेल)/ (L.S.PATEL)

कार्यपालक (सा.प्र.)/ EXECUTIVE (MM)

Note :-

1. The **terms & conditions** are shown in the separate **Annexure-I** enclosed herewith and confirm each point in your quotation.
2. Bidders may visit our Corporate Office between **9 am to 5 pm on working days** (except **2nd & 4th** Saturdays and Sundays) for any clarification before submitting the offers.
3. *Each page should be signed by authorised signatory of the tenderer and name & designation should be mentioned along with rubber stamp/seal of the tenderer as a token of acceptance.*

Note:- Interested vendors for the item/job mentioned in this tender can apply for vendor registration by submitting vendor enlistment form available in our website www.fsnl.co.in for future participation in tenders after enlistment. Vendors who are already enlisted with FSNL can only participate in this tender.

(एल.एस.पटेल)/ (L.S.PATEL)
कार्यपालक (सा.प्र.) / EXECUTIVE (MM)

ANNEXURE-I

TERMS & CONDITIONS

1. Mechanical/Electrical spares, if any required while servicing of the generator, will be provided by you and billed to us along with supporting voucher(s) duly certified by our P&A Deptt. Price list should be provided by you along with the spares supplied.
2. Tools and Tackles to be brought by you for servicing/break-down etc. free of cost.
3. You have to attend to our emergency calls as and when required by us in addition to the normal servicing schedule.
4. Engine Oil/Diesel etc. will be provided by FSNL.
5. If any spares required for the smooth operation/function of our D.G. Set, you will intimate us the same in advance and only after getting our prior approval, you will replace the defective item/items in such case, you will submit your bill for payment separately.
6. If any major overhauling will be done at your workshop all the expenses like to and fro transportation, oil, diesel, crane, insurance etc. to our account.
7. The service engineer has to visit our site (C.O.) minimum 12 times in the years, for attending D.G. Set, commencing from the date of service contract. The visit of the service engineer will be at an interval of 30 days from the date of last visit. This shall be preferably on 2nd Saturday of the Month. However, in the event of any breakdown in the machine you have to depute your service engineer within 12 Hour on receipt of our telephone complaint, to rectify the problems/faults. No TA & DA for attending to such breakdown calls shall be payable by us.
8. During each visit of service engineer, he will check up the D.G. Set, carry out necessary adjustment and rectify the problems, if any, to ensure the smooth performance of the D.G. Set.
9. The service engineer will also, guide, train and give necessary advise to our operators for the proper maintenance of the D.G. Set and satisfactory performance.
10. All necessary skilled and unskilled labour, tools of any facilities which may be required by your service engineer for completion of the job will be provided by us at our cost.
11. The supply of spares parts is within the purview of this service contract, this will be at our cost. Spares parts required for maintenance/repair/replacement on the D.G. Set should be procured in advance and made available to us on the date of visit of your service engineer.

Date :

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

12. The service engineer during every visit check up the stock of emergency and running spares and suggest us the spares to be procured for his next visit for the maintenance of the D.G. Set.
13. During each visit, service engineer will submit us the service report stating the work done and the same will be acknowledged by us as a token of acceptance of the visit and job done.
14. **Service Charges** :- Service charges shall remain firm till the contract is fully executed.
15. **GST** :- Tenderer are requested to provide GST details as per **Annexure-II & III** and also mention the percentage of GST applicable separately.
16. **GST Registration** :- Tenderer shall ensure that their GST registration and GST No. is valid and active at the time of opening of the tender.
"If in case the GST status is found invalid & not active, their offer is liable for rejection".
17. **Preference to "Make in India"** :- Preference to Make in India will be given as per **Annexure-IV**. Tenderers have to submit signed and stamped **Annexure-IV**.
18. **Validity of Contract**:- This Annual Maintenance Contract shall be valid for a period of one year w.e.f. 17-08-2021 to 16-08-2022. This validity period may be extended for further one/two years on satisfactory performance and mutual agreement.
19. **Dealership Certificates** :- Revalidated dealership certificates is to produce as and when the same falls due.
20. **Payment terms** :- 100% payment shall be made within **30 days** from the date of submission of your bill along with material(s) receipted challan duly certified by our P&A Deptt..
21. **Banker's Details** :- Tenderer are requested to state **Banker's Name, Branch, Account No., IFS Code** and **PAN No.** for remittance of payment though NEFT/RTGS.
22. **Guarantee** :- The service to be rendered by you under the work order should be totally trouble free. In the event of any defects/trouble developed during the contractual period, you shall be liable to repair/rectify it free of cost within 48 hours on receipt of our complaint.

Date : **Signature** :
Name (in block letter) :
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23. **Liquidated damages** :- Penalty @ 1/2% per week of the value of work order shall be charged for delay in completion of the work beyond the scheduled job completion period which will be stipulated in the work order subject to a maximum of 5% of the value of the work order. Proportionate penalty for delay for part of a week shall also be charged. The penalty falling due shall be recoverable from your bill(s).
- 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.
24. **Risk Purchase** :- In the event, the successful tenderer fails to execute the work order, FSNL reserves the right to get the same executed through some other source and the extra cost thereof including the duties and taxes shall be recoverable from the successful tenderer. Your offer shall be rejected if this Risk Purchase clause is not accepted.
25. **Disputes** :- Should any dispute as regards quality, quantity, specification, interpretations of the work order terms or methodology for execution of work arise, the decision of FSNL will be final and binding upon the tenderer.
26. **Removal of doubts** :- In respect of any matter concerning the working under the work order, not specifically provided on the work order, the decision of the competent authority of FSNL shall be conclusive and binding on the tenderer.
27. **Arbitration** :- 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 made in pursuance thereof shall be binding on the parties.
28. **Tender acceptance** :- FSNL does not bind itself to accept the lowest in our of the tender and reserves the right to reject any or all the tender, reduce or increase the quantities without assigning any reasons whatsoever.
29. **Conditional Offer**:- Quotation containing any other conditions other than those stated herein will be treated as conditional offer, which may be rejected.
30. **Environment, health and safety of the organization** :- The job as stipulated in this enquiry should not adversely affect the environment, health and safety of the organization.

Date : **Signature** :

Name (in block letter) :

Designation : :

Rubber Stamp of the Co. :

31. **MSME** :- 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 MSEs will have to make declaration of Udyog Adhar Memorandum (UAM) number on Central Public Procurement Portal (CPPP), failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSEs order, 2012 for tenders invited electronically through CPPP".

32. **Termination of Contract** :- Termination of maintenance/service contract can be done by either side by serving a 30 days notice.
33. **Blacklisting** :- The tenderer hereby declares that they have never been blacklisted and/or there were no debarring action against them by any Govt. organization/ CPSE/ Court. Further vendors who are found blacklisted 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 cancel the order and blacklist the firm without any notice.

34. **Jurisdiction** :- Disputes if any, arising out of this transaction are subject to provisions of competent court having jurisdiction over Durg.
35. **Regret letter** :- Please forward your regret letter in case you do not wish to quote.

All the above terms & conditions are acceptable to us.

Date :

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

ANNEXURE-II

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 :
Rubber Stamp of the Co. :**

ANNEXURE-III

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.

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

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 -IV

PREFERENCE TO "MAKE IN INDIA"

1. Purchase preference shall be given to local suppliers in all procurement in the manner specified hereunder: -

(a) In procurement of goods where the estimated value of procurement is Rs. 50.00 lakhs or less, only the local suppliers shall be eligible. If the procurement of such goods is more than Rs. 50.00 lakhs, the provision as stipulated under shall be applicable as the case may be.

(b) In procurement of goods which are divisible in number, following procedure shall be adopted: -

(i). If the L1 bidder is from the local supplier, the contract for full quantity will be awarded to L1 bidder.

(ii). If L1 bidder is not from the local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local supplier will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference of 20% & contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher 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 local suppliers, then such balance quantity may also be awarded to L1 bidders.

(c) If the procurement of goods which are not divisible in number, such as procurement of services/repairs etc. following procedure shall be adopted: -

(i). If L1 is from the local supplier, the contract will be awarded to L1 bidder.

(ii). If L1 is not from a local supplier, the lowest bidder among the supplier will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference of 20% and the contract shall be awarded to such local supplier subject matching the L1 price.

(iii). In case such lowest eligible supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference of 20% shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local supplier within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

2. Verification of local content :-

(i). The local supplier at the time of tender shall be required to provide self-certification that the item offered meets the minimum local content of 50% and shall give details of location(s) at which the local value addition is made.

Date :
Signature :
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- (ii). In case the procurement for a value exceeds Rs. 10.00 Crores, the local supplier shall be required to provide certification from statutory auditor or cost auditors of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving percentage of local content.
- (iii). False declaration 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 upto two years as per Rule 151 (iii) of the General Financial Rules alongwith such other action as may be permissible under law.
3. **Exemption of small purchases** :- Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this order. However, it shall be ensured by procuring entities that procurement is not spilt 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.

“Local Supplier” means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries/Departments in pursuance of this order.

“Margin of Purchase Preference” means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

All the above terms & Conditions are acceptable to us.

Date :

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