सीआईएन: यू27102सिटी1989जिओ1005468 फार्मेटसं: एफएसएनएल/क्यूएफ/पीयूआर/07
CIN: U27102CT1989GO1005468 FORMAT NO: FSNL/QF/PUR/07

फैरो स्क्रैप निगम लिमिटेड	FERRO SCRAP NIGAM LIMITED
(भारत सरकार का उपक्रम)	(A GOVERNMENT OF INDIA UNDERTAKING)
इक्विपमेंट चौक, सेंट्रल एवेन्यू	EQUIPMENT CHOWK, CENTRAL AVENUE
पोस्ट बॉक्स सं.37	POST BOX NO.37
भिलाई-490 001 (छ. ग.)	BHILAI 490 001(C.G)
(वेबसाइट- www.fsnl.nic.in)	(Website – www.fsnl.nic.in)

फोन/PHONE :0788-2222474, 2222475
फैक्स/FAX :0788-2220423, 2223884
ईमेल/Email : ls.patel@fsnl.co.in

एकल निविदा /SINGLE TENDER

इन्क्वायरी संदर्भ संख्या एफ.सी/ENQUIRY REF.NO. FC/ 4670 /2020 दिनांक/DATE: 18-11-2020

Dear Sirs,

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

The quotation in sealed cover as above should reach us latest by **2.30 P.M.** on **27-11-2020** and shall be opened on the same day at **3.00 P.M.**

To supply following Materials at our Corporate Office for 125 KVA D.G. Set.

S/n.	Part No.	Description	Qty.	Unit Rate (Rs.)	Total Amt. (Rs.)
1.	OTM400E4CM230C	PCBA for D.C. Set Make- ABB	1	Rs. _ _ _ _ _ _	Rs. _ _ _ _ _ _ _ _
2.	GST @ _ _ _ _ _ _ % Extra on Sl.No. (1)				Rs. _ _ _ _ _ _ _ _
3.	Grand Total Amount of [Sl.No. (1) + (2)]				Rs. _ _ _ _ _ _ _ _

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

General Note :-

1. The above items are required for our Corporate Office situated at Equipment Chowk, Central Avenue, Bhilai (C.G.). Hence, you are requested to quote F.O.R., Bhilai basis.

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. Please refer to the terms & conditions in the **Annexure-I** enclosed herewith and confirm each point in your quotation.

4. 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. Enquiry No., Date & Due Date must be super scribed on the envelope containing quotation.

2. **Firm price :-** The price quoted by the tenderer should remain firm through complete execution of the order.

3. **Validity :-** The quotation should be valid for a period of **90 days** from the date of opening of the quotation.

4. **GST :-** Tenderers are requested to provide GST details as per **Annexure-II** & **III** and also mention the percentage of GST applicable extra separately & the rate should be quoted exclusive of GST.

5. **Preference to "Make in India" :-** Preference to Make in India will be given as per **Annexure-IV**.

6. **Packing, Loading, Lacing & Forwarding Charges :-** The price(s) quoted by you shall be deemed to be inclusive of packing, loading, lacing and forwarding charges to ensure safety during transit.

7. **Delivery :- Within 45 days** from the date of receipt of order.

8. **Payment :- 100%** Payment shall be made **within 30 days** from the date of submission of your bill alongwith receipted challan and guarantee / warranty certificate.

9. **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**.

10. **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.

11. **Packing details :-** The material(s) should be packed in good condition.

12. **Quantity discount :-** Quantity discount, if any at various level should be indicated.

13. **Guarantee/Warranty :-** The material(s) supplied by the successful tenderer under this tender should be fully guaranteed against any manufacturing defects 12 months from the date of commissioning or 18 months from the date of supply. During Guarantee/Warrantee period, repair(s)/replacement(s) required if any, shall be done by the successful tenderer free of cost including the to & fro transportation cost, if any, for defects in any material(s) and/or workmanship.

Date :

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

14. **Liquidated Damages :-** Penalty @ ½% per week of the value of the order shall be charged for delay in delivery beyond the scheduled delivery period, subject to a maximum of 5% of the value of the order. Proportionate penalty for delay for part of a week shall also be payable by you. 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 your control.

15. **Risk purchase :-** In the event, the successful tenderer fails to execute the order within the stipulated time, we reserve the right to get the same executed through some other source and the extra charges, if any on this account shall be payable by the successful tenderer including the duties and taxes thereof.

16. **Arbitration:-** All disputes or differences whatsoever arising between the tenderer and FSNL 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 tenderer.

17. **Dispute :-** 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.

18. **Conditional Offer :-** Quotations containing any other conditions other than those stated herein will be treated as conditional offer, which will be rejected.

19. **Lowest Tender :-** The company does not bind itself to accept and lowest Tender or assign any reason for non-acceptance of the same. The Company reserve the right to accept any Tender wholly or partly at its opinion.

20. **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**".

21. **Environment, health and safety of the organization :-** The supply of materials/execution of 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. :

22. **Jurisdiction :-** Disputes, if any, arising out of this transaction are subject to provisions of competent court having jurisdiction over Durg.

23. **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.

24. **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 :
Name (in block letter) :
Designation : :
Rubber Stamp of the Co. :

(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 is 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 :-** Not withstanding 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. :