सीआईएन: यू27102सिटी1989जिओ1005468
CIN: U27102CT1989GO1005468

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

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

फोन/PHONE :0788-2222474, 2222475
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ईमेल/Email : **kishore.kumar@fsnl.co.in**

सीमित निविदा /LIMITED TENDER

निविदा संख्या टी.एन./ Tender No. TN/2020/516 दिनांक/DATE: 25-09-2020

1.	निविदा प्रस्तुत करने की अंतिम तिथि Last date of submission of tender	:-	**14-10-2020** को अपराह्न **2.30** बजे तक By **2.30 p.m. on 14-10-2020**
2.	टेक्नो-कमर्शियल बिड खोलने की तिथि Techno-commercial bid opening	:-	**14-10-2020** अपराह्न **3.00** बजे At **3.00 p.m. on 14-10-2020**
3.	कार्य का नाम जिसके लिए निविदाएं बुलाई गई है Name of work for which tenders called.	:-	जैसा कि **खंड- ए** में उल्लिखित है As mentioned in the **Section-A.**
4.	बयाना राशि Earnest Money Deposit	:-	Rs. 20,000 / - (रुपये बीस हजार मात्र). **Rs.20,000/-** (Rupees Twenty Thousand Only).
5.	निविदा प्रस्तुत करने और खोलने का स्थान Place of submission and opening of tender	:-	**ऑनलाइन/ ONLINE**

(किशोर कुमार)/ (KISHORE KUMAR)
कार्यपालक(सा.प्र.)/ EXECUTIVE (MM)

सीआईएन: यू27102सिटी1989जिओ1005468
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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)

INSTRUCTIONS FOR THE TENDERER

Tenderer should read the following instructions carefully before submitting tender.

1. The tender comprises of **3 Sections** as stated below :-

   SECTION "A" is the technical part showing technical specification and scope of supply/work.
   SECTION "B" is the commercial part showing terms & conditions of the tender.
   SECTION "C" is the price part showing the format for submission of price-bid.

2. Tenderer must submit complete tender containing all the 3 sections mentioned above with EMD of Rs. 20,000/-.

3. Confirmation and acceptance of all the technical details as per **Section-'A'** must be clearly mentioned in **Section-'A'** of the tender.

4. Confirmation and acceptance of all the commercial **terms & conditions** as per **Section-'B'** must be given in **Section-'B'** of the tender.

5. Prices/Rates should be quoted in **Price Bid Section-'C'**.

6. The price-bids of those tenderers which are technically and commercially acceptable only shall be opened.

7. Tenders not submitted as stipulated above shall be rejected.

8. Non-compliance of any of the stipulations in Section A, B & C of this tender enquiry also may cause rejection of the tender.

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

10. For participating in this e-tender kindly go to ***http://61.0.171.55:95***. The tenderers can now login from the user login page displayed and participate in e-tender. Guidelines to vendors for participating in e-tender is available on this page.

11. The tenderers are requested to get registered and participate in the e-tender in advance to avoid any last hour rush. FSNL will not be responsible for any such problem arising due to any technical failure by which you are unable to participate in the tender.

12. For any guidance to participate in e-tender kindly contact:

i) Mr.Deepak Tomar, Mob.No. 7587098146

ii) Mr.Prashant Kumar Sahu, Mob.No. 9827675850

Note:- "Interested vendors having capability of providing module of equipment on hire can apply for vendor empanelment by submitting Vendor Empanelment Form for module of equipments on hire, available in our website www.fsnl.nic.in, for further participation in tenders after empanelment. Vendors who are already empanelled with FSNL can only participate in this tender."

(किशोर कुमार)/ (KISHORE KUMAR)
कार्यपालक(सा.प्र.)/ EXECUTIVE (MM)

SECTION-A

Name of work :- To provide on hire the following module of equipment to be deployed at FSNL, Rourkela Unit, Inside Rourkela Steel Plant for excavating, loading and transportation of slag, scrap and debris from various site of SMS-II to FSNL processing area, which will work under the supervision of FSNL.

S/n.	Module of equipment for hiring basis	No. of Eqpts.
1.	Hydraulic Excavator (20 Ton)	01 No.
2.	Tipper (16 Ton Capacity)	02 Nos.

Hiring Hours of module of equipment as per above jobs. :-

i). The total requirement of working hour of module is **5200 Hours**.
ii). The productivity of module of equipment must be **27.5 MT/hour**.

Scope of work:-

Excavating, loading and transportation of slag and scrap, muck and debris from various site of SMS-II to FSNL processing area 5.5 Kms minimum approx. lead one way.

Note :-

1. The job will be carried out in **"A" & "B" shifts** only (Including Sundays & Holidays).

2. The average weight of 20 Ton will be given for each trip haulage.

3. Test weighment shall be carried out periodically in **15 days** interval at RSP weighbridge.

4. The supply of module of equipment is inclusive of POL and other charges including maintenance so as to ensure proper running of the equipments during the working hours. Since the above is solely dependent upon the availability of the equipments in good running condition, it will be the responsibility of the party to arrange the required quantity of POL and to attend the breakdowns immediately after occurrence during the working hours. In case of necessity and in order to maintain the rated output, Tenderer will have to arrange for the supply of substitute equipment in place of the equipment under major breakdown. During handling of materials slings, all tools and tackles etc. should be provided by the successful tenderer.

5. The average weight of tipper capacity will be given for each trip.

6. All required tools, tackles, consumables will be borne by the successful tenderer.

SECTION-B

TERMS & CONDITIONS

1. **Validity of tender :-** Tender must be valid for a minimum period of **three months** from the date of opening of techno-commercial bid.

2. **Firm rate :-** The rate quoted by the tenderer should remain firm till completion of the order. Offer with escalation clause will be summarily rejected.

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

   "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".

4. **Rate :-** Please quote rate for the complete module of equipment shown in **Section-A** as per the format given in the price-bid. The rate is deemed to be inclusive of all operation and maintenance cost.

5. **Minimum Wages :-** The successful tenderer shall pay minimum wages, other benefits to the labour/labourers engaged by them and also other welfare amenities, if any, as applicable in the **Rourkela Steel Plant (RSP**) or any future increase as modified by **RSP** from time to time. Hence, the rate(s) quoted shall be inclusive of the implication involved due to all such payments and no extra payment shall be made to the Successful Tenderer in this account."

6. **Placement of Equipment :-** Equipment should be placed at our site **within 14 days** from the date of issue of intimation from our **Rourkela Unit** to you after placement of work order.

7. **Period of order :-** The tentative period of work will be **12 months**. FSNL reserves the right to increase/decrease this period of order at its discretion without assigning any reasons and/or incurring any liabilities thereof.

8. **Replacement of equipment :-** If any equipment remains under breakdown for more than one day at a stretch it has to be replaced, failing which it shall be deemed the whole module is not available and Risk hire clause shall be invoked.

9. **Maintenance :-** Maintenance shall have to be carried out by the tenderer in such fashion that module of equipment as stated in **Section-A** of this tender enquiry is continuously available for our operational requirements.

10. **Mobilization advance :-** No mobilization advance shall be payable by FSNL.

11. **Transportation Charge :-** No transportation charge for placement/removal of equipment at different sites of FSNL shall be payable by us. Your rate should be inclusive of any cost towards such replacement or removal.

12. **Other costs :-** All other costs i.e., the cost of diesel, lubricants, slings required for loading by the crane, salary of operators, riggers (for cranes), helpers, cost of spares, maintenance cost and any other cost pertaining to the equipment are to be borne by the successful tenderer.

13. **Supervision & Insurance :-** All cost towards supervision and insurance are to be borne by the successful tenderer.

14. **Safety appliances :-** All safety appliances such as safety boots, helmets, safety glasses, aprons etc. as required are to be provided to the employees engaged by the tenderer at his cost.

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

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

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

17. **Obligation of the tenderer :-**

    i). The successful tenderer shall get himself registered with the concerned authorities as provided under various applicable Acts and shall be directly responsible to such authorities for compliance with the provision thereof.

    ii). By way of illustration of various acts as stated in the contract, the following acts or any amendment thereof shall be complied with by the successful tenderer.

    iii). Employees Provident fund Act,1952 & EPS,1955
    Employees State Insurance Act, 1948
    Contract Labour Act (Regulation and abolition Act,1970)
    Minimum wages Act, 1936
    Payment of Wages Act, 1936
    Employees Compensation Act,2010

18. **Safety & Security :-**

    i). The successful tenderer shall take all safety precautions and provide adequate supervision in order to do the job safely and without causing any damage to the property of FSNL.

    ii). The successful tenderer shall be fully responsible for observing all environmental protection and observance of safety rules pertaining to the job work.

    iii). The successful tenderer shall be fully responsible for accidents caused due to them or their agent's negligence or carelessness in regard to the observance of the safety requirements and shall be liable to pay compensation for injuries.

iv). The successful tenderer shall ensure that, all safety appliances such as Safety boots, Helmets, Safety glasses, Aprons, Safety belts etc. as per requirement of the job is provided to the employees engaged by them at their own cost and the workmen at work use the safety appliance as per requirement for their safety.

Note :- You should ensure that the welders and gas cutters wear cotton dress and leather apron. They shall not wear Nylon/Synthetic Dress. This is required to avoid any fire accident. This must be followed strictly.

19. **Safety precautions to be followed for safe Loading/Transportation of Material by Heavy Vehicle on Road :-**

a). Speed limit should be followed strictly.

b). Stacking should be properly done while loading material on vehicle.

c). Material loaded should not be exposed/projected from any side of vehicle.

d). Loading should be within permissible load capacity of vehicle.

e). If loaded material is exposed/projected from vehicle, Red Flag/Red Light should be provided.

f). Material loaded should be fastened by Chain/Wire rope.

g). Material is loaded on open dala of truck/trailer arrangement of stopper to be ensured to avoid falling of material, especially in curvature/turning.

h). Restricted timing movement for heavy vehicle(s) to be followed strictly.

NOTE :-

1). The successful tenderer must obtain valid Labour licence, Provident fund code number, ESI Code number from statutory authority before execution of the work..

2). You should ensure that,

i). At no point of time the limit of manpower fixed under the labour license is exceeded, If at any point of time it is found /proved that, you have engaged manpower more than the limit fixed by the labour department against your labour licence.

ii). At no point of time there is any lapses in observance of Environmental protection and safety rules and use of PPE's.

iii). In the event of your failure to comply the above, the work order will be cancelled.

3). Within 15 days of issuance of work order, the successful tenderer has to produce Valid Labour License, EPF Regn. Certificate, ESI Regn. Certificate, Insurance coverage policy under workmen's compensation act or any other statutory documents as applicable to P&A Deptt.

4). The successful tenderer has to give an undertaking to the effect that, they have verified the credentials of the workmen to be engaged by them and they are responsible for any omission and commission of any workmen.

5). The vehicle(s) used by the successful tenderer for execution of the job, should strictly meet the requirement as per MV Act of the State Govt.

6). Disbursement of wages to the workmen engaged by the agency shall be made on or before 7th day of succeeding month. The agency shall be resourceful enough to meet the wage payment of the workmen without waiting for RA bill clearance/payment every month.

7). In the event of cancellation of work, FSNL shall not be liable to pay to the successful tenderer for any damage or loss for idle labour caused by such cancellation.

20. **Safety rules :-** Tenderer shall be fully responsible for observing all safety rules pertaining to the work of the tender.

21. **Earnest money :-** Earnest money of **Rs.20,000/-** (Rupees Twenty Thousand only) in the form of **NEFT/RTGS** in favour of **Ferro Scrap Nigam Limited** on **Indian Bank, Sector-6, Bhilai, A/C No. 508786053, IFSC Code IDIB000B048**. Tenders not accompanied with the earnest money detailed will be rejected summarily. No interest shall be allowed on the earnest money deposited. Earnest money will be forfeited if the tenderer revokes his tender within the stipulated period after opening of the tender or increases his quoted rates or fails to commence the work in prescribed time or abandons the work before its completion or for any other reason as deemed fit by FSNL. No interest shall be admissible /payable on the Earnest Money Deposit amount.

Note :- Transfer of Earnest Money online should clearly mention the name of the tenderer and tender no. while submission of EMD.

22. **Security deposit :-** The earnest money deposit of the successful tenderer will be converted into security deposit. The security deposit of the successful tenderer will be forfeited incase the work is not started **within 14 days** after it is awarded to him or for non-compliance of any other terms & conditions as per decision of FSNL which will be final and binding on the tenderer. Security deposit will be refunded **within 30 days** after satisfactory execution of the work order along with the final bill duly certified by the Unit Head of FSNL **Rourkela Unit**, otherwise this amount will be forfeited in case of unsatisfactory performance or for any other reason as deemed fit by FSNL. No interest shall be allowed on the security deposit.

23. **Payment :-** Down time on account of scheduled or unscheduled repair and maintenance will be excluded from the hours of operation for the purpose of determining the payment. Such operation hours will be taken into consideration for calculating the amount payable as per the formula given below:-

Measurement:-

I). Quantity of **slag and scrap, muck and debris** handled is to be determined by RSP's plants/road weighbridge certificate(s) only.

II). **Module of equipment :-** (i). Hydraulic Excavator (20 Ton)- 01 No., & (ii). Tippers (16 Ton Capacity)- 02 Nos.

III). The module of equipment to be deployed should achieve the optimum productivity rate of **27.5 MT** per hour for **excavating, loading and transportation of slag and scrap, muck and debris from various site of SMS-II to FSNL processing area** to be handled/ delivered, below which it shall be presumed that the module of equipment is not available for productive work. It should also be ensured that equipment are to be made available in as detailed in **Section-A** as per direction of FSNL officials of our **Rourkela Unit**.

IV).	Quantity of slag and scrap, muck and debris to be handled and delivered.	=	**27.5 MT** slag and scrap, muck and debris /Hour.
V).	Productive deployment of delivered module of equipment.	=	Quantity of slag and scrap, muck and debris is **27.5 MT** per hour.

90% of the monthly running account bills will be paid within 30 days of submission at respective unit head's office alongwith all the supporting documents and the payment shall be released based on number of hours of the productive deployment of module of equipment multiplied by ordered rate per hour duly certified by our Operation Department. Balance 10% of each running bill will be retained as Security Deposit till such time when the total amount thus retained including the earnest money deposited will become equal to 10% of the total value of the work order.

24. **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**.

25. **Penalty :-** Total Penalty of 10% is as bifurcated below :-

(A). The amount obtained by multiplying the rate per hour with short fall in hours (if any) from (75% of the monthly quantity), **325 hours** will be multiplied by 10% to consider the amount of penalty subject to a maximum of 5% of the total value of the work order. Penalty will also be applicable on pro-rata basis for shortfall for part of a month if work is executed for part of any calendar month.

Note :- Monthly quantity = $\frac{\text{Yearly quantity given in the tender}}{\text{12 Months}}$

However, penalty will not be applicable:-

a) Input arising is not sufficient to meet the productivity target.

b) Inadequate supply or delay in supply of consumables/materials/facilities to be provided by FSNL/Steel Plant as per stipulation made elsewhere in this tender enquiry.

c) Any other reasons such as power failure, plant shutdown, weighbridge problem, reduced requirement by steel plant etc. which are not attributable to the agency.

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

(B). In additional to the above, if there is any short supply of equipment/any major breakdown in the module provided, the proportionate amount for short supply equipment/major breakdown shall be deducted for the period not supplied to FSNL as per the formula computed below.

S/n.	Equipment	Nos.	No. of Shift	Group Weigh-tage D=100/2	% Avail-ability	Install-ed hrs. per shift	Required availability G = E x F / 100	Say, No. of working days in a month	Total required availability per month I=BxCxGxH	Say, actual available hours of the equipment per month	Percentage of shortfall K=I – J x100 / I	Percentage of short fall based on weightage L= K x D / 100
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)
1	Hydraulic Excavator (20 Ton)	1	2	50	75	8	6	30	360	240	33.33	16.67
2	Tippers (16 Ton Capacity)	2	2	50	75	8	6	30	720	760	-5.56	NIL
											Total	16.67*

(*Limited to 5% as mentioned below)

D : Equipment group weightage = 100/ Number of categories of equipments.
F : Installed hours of operation in each shift.

(i). If the total percentage of non-availability so computed in column (L) is less than 5%, the deduction shall be made on actual percentage of the short fall of the equipments on the total value of the bill for that month.

(ii). If the total percentage of non-availability so computed in column (L) is more than 5% the deduction shall be limited to maximum of 5% on the total value of the bill for that month.

(iii). The tenderer has to submit Equipment wise Shift wise daily challan signed by their Representative, Operational Head of FSNL indicating equipment made available under each category. Monthly Statement should be submitted along with each running bills (Sample Format is Enclosed in **Annexure-III**).

26. **Risk hire :-** In the event of tenderer's failure to execute the order in accordance with the provision thereof, FSNL reserves the right to get the work done through any alternate agency at the risk and cost of the tenderer and to recover from the tenderer the entire amount of extra expenditure incurred in connection with the execution of the work through an alternative agency from money due or that may become due to the tenderer without prejudice of any other right or remedy available to him. Besides being liable for payment of compensation of as stated above, the tenderer may be debarred from undertaking any order from FSNL for such period as may be decided by FSNL.

27. **CPF Code :-** Tenderers should state in the techno-commercial bid, the CPF code number allotted to them by the relevant CPF code number allotted to them by the relevant RPFC authority, failing which the offer shall be liable for rejection. Successful tenderer shall be required to submit copy of the CPF code allotment, if desired by our unit office after placement of Letter of Intent/Order against this tender.

28. **Satisfactory performance :-** The responsibility or satisfactory performance of the equipment will be entirely on the tenderer.

29. **Security & Safety of Equipment :-**Security & Safety of tenderer's equipment will be the responsibility of the tenderer. FSNL shall not be liable for making up for any loss or damage of equipment engaged by the tenderer. FSNL will also not be liable for compensation for any damage of any other equipment caused by the tenderer's equipment.

30. **Entry pass :-** Tenderer will have to make his own arrangement to obtain works entry passes for equipments to be given on hire for which FSNL shall give the recommendation.

31. **Fax & E-mail :-** Fax & E-mail offers shall not be accepted.

32. **Accident liability :-** In the event any person(s) suffers any injury, fatal or otherwise by your equipment during the course of your execution of the order, compensation shall be entirely your responsibility with no liability whatsoever attached to FSNL.

33. **Arbitration: -** All disputes of 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.

34. **Subletting :-** The tenderer will not without prior approval of FSNL in writing assign any other party/parties, the whole/part of the order. Even where such appropriate approval granted by FSNL, tenderer will not be relieved of his obligation/responsibility.

35. **Dispute :-** Should any dispute arises, the decision of FSNL will be final and binding upon the tenderer.

36. **Quantity :-** FSNL reserves the right to place the order for less or more quantity also.

37. **Removal of doubts :-** In respect of any matter concerning under the order, not specifically provided on the order, the decision of competent authority of FSNL, shall be conclusive and binding on the tenderer.

38. **Acceptance of terms & conditions :-** Please confirm acceptance of all terms &conditions of techno-commercial bid. Please specify clearly where any term is not acceptable to you.

39. **FSNL right to accept or reject :-** FSNL reserves the right to accept or reject any or all tenders in full or part without assigning any reasons thereof or incurring any liability thereby.

40. **FSNL right to accept lowest tender :-** FSNL reserves the right to accept lowest in or any of the tenders without assigning any reasons whatsoever.

41. **Tender Aacceptance :-** Ferro Scrap Nigam Limited does not bind itself to accept the lowest in 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.

42. **Environment, health and safety of the organization :-** The execution of the job against the order should not adversely affect the environment, health and safety of the organization.

43. **Termination of order :-** FSNL reserves the right to terminate the order at 15 days notice without assigning any reason(s) or incurring any liability thereby.

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

45. **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	:-	Mazagon Dock Shipbuilders MDL, Office Colony, Mazagon Dock Shipbuilders Ltd., Dockyard Road, Mumbai- 400 010 (M.H.)	E-33, Ayudh Vihar, Plot No. 3, Sector-13, Dwarka, New Delhi- 110 075.

46. **Police Verification :-** Tenderers have to ensure the verification of identity, characters and antecedents of contract workers **engaged** by them through police verification and are required to submit the police verification report of the workers before engaging them on the job at our site.

47. **Variation in Quantity :-**

(i). FSNL reserves the right to increase the tendered quantity by upto 25% within the period of 12 months (i.e. from the date of commencement of order) on same rate, terms and conditions. In case, additional 25% is not exhausted within the period of 12 months, the quantity is to be completed within 15 months period (i.e. from the date of commencement of the order).

(ii). In case of increase in quantity by more than 125% of the tendered quantity within a period of 12 months, if necessitated, then the tenderer has to carry out job from 125% to 140% with reduction in rate by 2 % of the awarded rate and the job from 140% to 150% with a reduction in rate by 4% of awarded rate upto a period of 15 months (i.e. from the date of commencement of order).

(iii). Variation in quantities beyond 150% will be prohibited.

48. **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**".

49. Tenderer(s) will have to follow the entry/exit procedures of respective steel plant in respect of diesel lubricant, spares, subassemblies, equipment etc. required to execute this order. The gate entry/exit document duly authenticated by these steel plants authorities will have to be preserved properly & produced to respective FSNL Office.

50. **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.

51. **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.

52. **Regret letter :-** Please forward your regret letter in case you do not wish to quote.

All the above terms & conditions are acceptable to us.

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	

ANNEXURE-II

Following undertaking is to be provided by Contractor/ vendors 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. ST 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.

ANNEXURE- III

MONTHLY STATEMENT

FERRO SCRAP NIGAM LIMITED

UNIT : ROURKELA

AVAILABILITY OF EQUIPMENTS

Sl. No.	EQUIPMENT	GATE PASS NO.	MONTH :																														Total Available Hours
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
1.	20 TON HYDRAULIC EXCAVATOR 1																																	
																																	TOTAL	
2.	16 TON TIPPER 1																																	
	16 TON TIPPER 2																																	
																																	TOTAL	

Signature of Opr. Deptt	
Signature of Contractor Representative	

SECTION-C

PRICE BID

S/n.	Module of equipment	Hire charges PER HOUR for module of equipment.
1.	Module of equipment comprising of (i). Hydraulic Excavator (20 Ton)- 01 No., and (ii). Tippers (16 Ton Capacity)- 02 Nos. as per the scope given in **Section-A** to this enquiry	Rs._____ _____ (Rupees in words)
	Goods & Service Tax @----------% Extra	Rs._____ (Rupees in words)
	Total Rs.	Rs._____ (Rupees in words)

THE RATE TO BE QUOTED ON PER HOUR BASIS.