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फार्मेटसं: एफएसएनएल/क्यूएफ/पीयूआर/07  
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<b>फेरो स्क्रेप निगम लिमिटेड</b> (भारत सरकार का उपक्रम) इक्विपमेंट चौक, सेंट्रल एवेन्यू पोस्ट बॉक्स सं.37 भिलाई-490 001 (छ. ग.) (वेबसाइट- www.fsnl.nic.in)	<b>FERRO SCRAP NIGAM LIMITED</b> (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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### सीमित निविदा /LIMITED TENDER

**इन्क्वायरी संदर्भ संख्या एफ.सी/ENQUIRY REF.NO. FC/ 1063 /2024 दिनांक/ DATE : 23-02-2024**

टेंडर इन्क्वायरी इशुड टू  
Tender enquiry issued to

**:- As per vendors list attached**

Dear Sir,

Please submit your "Quotation" in "sealed cover" addressed to the **Assistant General Manager(MM), M/s. Ferro Scrap Nigam Ltd., Equipment Chowk, Central Avenue, Post Box No. 37, Bhilai- 490 001 (C.G)** with our Enquiry No., Date & Due Date and "Quotation" super scribed 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 **04-03-2024** and shall be opened on the same day at **3.00 P.M.**

S0/n	Description	Quantity (In KL)	Unit Rate (Rs.) [with breakup] Including Taxes & Duties per KL	Discount %	Discounted Amount (Rs.)	Rate after discount (Rs.)	Total Amount (Rs.)
1.	Supply of <b>High-Speed Diesel</b> at FSNL Nagarnar Unit, (Inside NISP).	320 KL	Rs. _____	_____%	Rs. _____	Rs. _____	Rs. _____

(निवेदित माथुर)/ (NIVEDIT MATHUR)  
वरिष्ठ प्रबंधक(सा.प्र.)/ SR.MGR(MM)

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

**General Note :-**

1. Please quote your rate inclusive of all taxes & duties along with supported price list of your principal.
2. Please note that Diesel collection will be done by FSNL from the nearest delivery point of supplier from Nagarnar.
3. Please ensure, for any revision in rate, you will intimate us in writing in advance with documentary evidence for necessary amendment, if required.
4. Please refer to the terms & conditions are shown in the **Annexure-I** to this enquiry and confirm each point in your quotation.
5. 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.
6. 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](http://www.fsnl.co.in) for future participation in tenders after enlistment. Vendors who are already enlisted with FSNL can only participate in this tender.**

(निवेदित माथुर)/ (NIVEDIT MATHUR)  
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**ANNEXURE- I**

**TERMS & CONDITIONS**

1. **Envelope containing quotation** :- Enquiry No., Date & Due Date must be super scribed on the envelope containing quotation.
2. **Price** :- The price ruling at the time of delivery shall be applicable but subject to submission of documentary proof for any revision in price.
3. **Delivery** :- As and when required basis. To be collected by FSNL.
4. **Validity** :- The period of order will be up to complete execution of order quantity or 31.03.2025 whichever occurs earlier.
5. **Quantity** :- Quantity mentioned in the tender is indicative and it may increase or decrease at the discretion of FSNL.
6. **Preference to "Make in India"** :- Preference to Make in India will be given as per **Annexure-II**.
7. **Payment** :- **100%** payment shall be made **within 30 days** from the date of submission of your bill along with discharged requisition(s) and delivery challan(s) and should bear the signature of the receiver.
8. **Banker's Details** :- Tenderers are requested to state **Banker's Name, Branch, Account No., IFS Code & PAN No.** for remittance of **payment though NEFT/RTGS**.
9. **Guarantee** :- The Diesel supplied by you should be fully guaranteed against quality and quantity.
10. **Cancellation of Contract** :- The diesel supplied can be cancelled immediately by either side by serving notice in writing.
11. **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.
12. **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 given in pursuance thereof shall be binding on you.
13. **Disputes** :- Should any dispute as regards quality, quantity, specification, interpretations of the purchase order terms or methodology for execution of supply arise, the decision of FSNL will be final and binding upon you.
14. **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.

Date:

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"All MSEs will have to make declaration of Udyog Aadhaar 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".

15. **Environment, health and safety of the organization** :- The supply of materials as stipulated in this enquiry should not adversely affect the environment, health and safety of the organization.
16. **Jurisdiction** :- Disputes, if any, arising out of this transaction are subject to provisions of competent court having jurisdiction over Durg.
17. **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.
18. **Integrity Pact**: - FSNL has adopted the transparent system of "Integrity Pact" while floating tenders for major purchases/contracts. All contracts/transaction entered into by FSNL shall be governed by the Integrity Pact available in our website ([www.fsnl.nic.in](http://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 Anil Kumar Ganeriwala,
Address	:- J-65, 2 <sup>nd</sup> Floor, Saket, New Delhi - 110 017. Mobile No. - 8826340444, E-mail- anilganeriwala86@gmail.com

19. **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:

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## **ANNEXURE – II**

### **PREFERENCE TO “MAKE IN INDIA”**

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

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

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

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

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

Date:

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

**Verification of Local Content:-**

- (a). The Class-I Local Supplier/ 'Class-II Local Supplier at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class-I Local Supplier/ 'Class-II Local Supplier, as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- (b). In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I Local Supplier'/ 'Class-II Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- (c). Decision on complaints relating to implementation of this Clause shall be taken by the competent authority which is empowered to look into procurement related complaints relating to the procuring entity.
- (d). False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h)) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- (e). A supplier who has been debarred by any procuring entity for violation of this Clause shall not be eligible for preference under this Clause for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

Date:

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

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

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

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

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

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

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

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

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

**All the above terms & conditions are acceptable to us.**

Date:

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