

आईएन: यू27102सिटी1989जिओ1005468

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फार्मेटसं: एफएसएनएल/क्यूएफ/पीयूआर/07

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<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>	

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एकल निविदा / SINGLE TENDER

इन्क्वायरी संदर्भ संख्या एफ.सी/ENQUIRY REF.NO.FC / 993 /2023 दिनांक/DATE 21-03-2023

Dear Sir,

Please submit your "Quotation" in "sealed cover" addressed to the DGM (MM), M/s Ferro Scrap Nigam Ltd., with our Enquiry No., Date & 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 22.03.2022 and shall be opened on the same day at 3.00 p.m.

S/n	Description	No.of Units	Unit Rate (In Rs.) (without GST)	Total Rate (In Rs.) (Without GST)
1.	To provide NIC Email services to FSNL (@fsnl.co.in domain), Premium-50 GB mail storage, Multifactor Authentication, Email- access mobile devices, Secure Email, Geo-location feature. 24/7 support by email/phone, for the period from 01/04/2023 to 31/03/2024.	128	Rs-----	Rs-----
2.	GST @-----%Extra on Sl. No. (1).			Rs.-----
3.	Total Amount Rate with GST of [Sl.No.(1)+Sl.No.(2)]			Rs.-----

(NIVEDITMATHUR)
SR.MGR (MM)

General Note -

1. The above items are to be delivered at our Corporate Office situated at Equipment Chowk, Central Avenue, Bhilai. Hence you are requested to quote your rate on F.O.R. Bhilai basis.
2. Bidders may visit our Corporate office between 9 am to 5 pm on working days (except 2nd 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 authorized signatory of the tenderer and name & designation should be mentioned along with rubber stamp/seal of the tenderer as a token of acceptance.

PHONE:0788-2222474,2222475

Email:nivedit.mathur@fsl.co.in

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.fsl.co.in for future participation in tenders after enlistment. Vendors who are already enlisted with FSNL can only participate in this tender.

(NIVEDITMATHUR)
SR. MGR (MM)

ANNEXURE-I

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 throughout the period of contract.
3. **Validity:** - The quotation should be valid for a period of **90 days** from the date of opening of the quotation.
4. **Period or Work Order:** - The work order shall be valid for a period of 12 months i.e., from 01-04-2023 to 31-04-2024 and it can be extended for further period of one/ two years subject to your satisfactory performance and mutual agreement with FSNL.
5. **GST:** - Tenderers are requested to provide GST details as per **Annexure II & III** and also mention the percentage of GST applicable extre separately & the rate should be quoted exclusive of GST.
6. **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.

7. **Preference to "Make in India":-** Preference to "Make in India" will be given as per **Annexure IV**.
8. **Payment: - Payment :-** Payment shall be made on quarterly basis after submission of your bill **within 30 days**. Dully **certified by FSNL SA&P deptt**.
9. **Banker's Details:-** **Banker's Name, Branch, Account No., IFS Code & Pan No.** for remittance of payment through 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.
11. **Spare Supply:-**The rate(s) quoted by you is inclusive of spares. You will supply the spares free of cost during the contract period.
12. **Servicing:** - The routine servicing of Water Purifiers should be carried out on quarterly basis as per the schedule given by our P&A Deptt.
13. **Event of Breakdown:-** During the period of service contract you shall depute your service Engineer to rectify defects if any in the event of breakdown free of cost.
14. You have to attend the break down immediately or within 4 (four) hours on receipt of our telephonic call or written complaint/message.
15. Ferro Scrap Nigam Ltd., can get the Maintenance Contract of Water Purifier at the risk and cost of the agency in case of its failure to maintain the Water Purifier to the satisfaction of the Ferro Scrap Nigam Ltd.

16. **Guarantee:** - The service to be rendered by you shall be guaranteed by you against any defects in the materials and/or workmanship.
17. **Termination of Contract:** - FSNL can terminate the work order within **one month** notice if the performance is not satisfactory without any risk and cost to FSNL.
18. **Risk Purchase:** - In the event of your failure to execute the order, FSNL reserves the right to get the same executed the from some other source and the extra cost, if any, incurred by FSNL on such account and the duties and taxes thereof shall be recoverable from you.
19. **Subletting :-** The tenderer shall not without prior approval of FSNL in writing assign to any other party/parties, the whole/part of the work. Even where such approval is granted by FSNL, tenderer shall not be relieved of his obligations/responsibility.
20. **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".

21. **Dispute:** - Should any dispute as regards quality, quantity, specification, interpretations of the contract terms or methodology for execution of work arise, the decision of FSNL will be final and binding upon the successful tenderer.
22. **Quotations Containing :-**Quotations containing any other conditions other than those stated herein will be treated as conditional offer, which will be rejected.
23. **Tender Acceptance :-**The Ferro Scrap Nigam Ltd., does not bind itself to accept and 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.
24. **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 you.
25. **Liquidated Damages :-** Penalty @ 1/2% 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). Your offer shall be rejected if this Liquidated damages clause is not accepted.
26. 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.
27. **Termination of order :-** FSNL reserves the right to terminate the order at 15 day's notice without assigning any reason(s) or incurring any liability thereby.

28. **Jurisdiction:** - Disputes if any, arising out of this transaction are subject to provisions of competent court having jurisdiction over Durg.
29. **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.
30. **Environment, health and safety of the organization:**-The execution of the job against this order should not adversely affect the environment, health and safety of the organization.
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.
32. **"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**
33. **Regret Letter:** - Please forward your regret letter in case you do not wish to quote.
34. All the above terms & conditions are acceptable to us.

Date :

Signature :
Name (in block letter) :
Designation :
Rubber Stamp :

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 :

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 :

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 :