

Note :-

1. Photo and matter will be given by FSNL.
2. The above items are to be supplied at our FSNL Corporate Office, situated at Equipment Chowk, Central Avenue, Post Box No. 37, Bhilai as & when require basis for F.Y 2022 & F.Y. 2023.
3. The above item 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.
4. 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.
5. Please refer to the terms & conditions in the **Annexure-I** enclosed herewith and confirm each point in your quotation.
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.**

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

13. **Risk Purchase** :- In the event, the successful tenderer fails to execute the order, FSNL reserves the right to get the same executed through 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 the successful tenderer. Tenderer offer shall be rejected, if this Risk Purchase clause is not accepted.
14. **Arbitration** :- All disputes or differences whatsoever arising between you 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 successful tenderer.
15. **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.
16. **Quotations Containing** :- Quotations containing any other conditions other than those stated herein will be treated as conditional offer, which will be rejected.
17. **Lowest Tender** :- 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.
18. **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”.
19. **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.
20. **Blacklisting** :- The tenderer hereby declares that they have never been blacklisted and/or there were no debaring action against them by any Govt. organization/ CPSE/ Court. Further vendors who are found blacklisted and/or debarred 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 terminate the order and blacklist/debar the firm without any notice.
21. **Declaration Under Income Tax Act 1961** :- To comply with Section 194 Q, Section 206AB & 206 CCA of Income Tax Act 1961, all vendors have to mandatorily submit the filled in Declaration Form (Annexure V enclosed) on their letter head with seal and signature of authorized person alongwith offer.
22. **Jurisdiction** :- Disputes, if any, arising out of this transaction are subject to provisions of competent court having jurisdiction over Durg.
23. **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 letters):
 Designation :
 Rubber Stamp of Co. :

ANNEXURE-III

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. 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.

Date:

SIGNATURE :
 NAME (in block letters) :
 DESIGNATION :
 RUBBER STAMP OF 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.
- (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 Clause. However, it shall be ensured by procuring entities that procurement is not split 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 Clause or by the competent Ministries/Departments in pursuance of this Clause.

“**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. :

ANNEXURE :V

(On the letter head of organization)

Date:

To,

Ferro Scrap Nigam Limited

Unit.....

Address.....

Subject: Declaration regarding not being a “Specified Person” as per Sections 206AB and 206CCA of the Income Tax Act 1961.

Sirs,

This has reference to above mentioned subject regarding the TDS/TCS provisions of Sections 206AB and 206CCA of the Income Tax Act 1961, inserted w.e.f. 1st July 2021 by the Finance Act 2021.

Accordingly it is declared as under:

1. We (name declarant company/ firm) having Registered Office at (address) Hereby declare and undertake that:

Or in case of a proprietary concern:

I (name individual) S/o – D/o (Give father’s name) and resident of Address and proprietor of M/s (trade name) hereby declare and undertake that:-

Or in case of an Individual:

I/We(name individual)..... S/o – D/o (Give father’s name) and resident of Address and proprietor of M/s (trade name) hereby declare and undertake that:-

2. I/We hold the following PAN (Permanent Account Number) which is the only valid PAN held by us:-

1	PAN	
2	Present Jurisdiction:	
3	Aadhaar no	
4	GST no	

(Self certified copy of the PAN card and Aadhaar Card is enclosed for your reference and record)

2. It is hereby declared that I/We have filed our tax returns for the last two assessment years, the details of which are as under:

	Particulars	Asst.Year 2020-21	Asst.Year 2019-20
i.	ITR Form No.		
ii.	Status		
iii.	Filed u/s		
iv	e-acknowledgement No.		
v	Date of Filing		
Vi	IP Address		
Vii	DSC Details		
Viii	Aggregate TDS/TCS		

4. In the event of the above information being found incorrect/false and your being held liable for short deduction of TDS and/or short collection of TCS in terms of Section 206AB and/or 206CCA of the Income Tax Act 1961, I/ We will be liable to bear /reimburse the shortfall of TDS &TCS as well as the incidental costs, expenses and losses to you, on account of it.

Thanking you

Yours faithfully,

For & on behalf...

(Name & Designation of the Signatory)

Enclosures:

1. Self certified true copy of PAN Card and/or
2. Self certified true copy of Aadhaar Card.

(Signature and Certification is to be done by the person authorized to sign Tax returns).