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) 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)

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

सीमित निविदा /LIMITED TENDER

इन्क्वायरी संदर्भ संख्या एफ.सी./ENQUIRY REF.NO.FC/ 4373 /2022 दिनांक/DATE: 16-11-2022.

Dear Sir,

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

The quotation in sealed cover as above should reach us latest by **2.30 pm**, on **21-11-2022** and shall be opened on the same day at **3.00 p.m.**

S/n.	Description		Quantity	Per copy Rate (Rs.) [Without GST]	Total Amt. (Rs.) [Without GST]
1.	To print & supply of FSNL Half Yearly Magazine "DARPAN" as per scope of work given below.		2000 copies in a year (i.e. 1000 copies in each Half Yearly)	Rs. _ _ _ _ _ _	Rs. _ _ _ _ _ _ _
	i).	Quality of paper	130 GSM Art paper		
	ii).	Size of paper	A-4		
	iii).	Printing	Multi colour		
	iv).	Photographs	All photographs in multi colour.		
	v).	Fabrication	Centre Pin		
	vi).	No. of pages	150 Pages (Both Sides)		
	vii).	Cover page(Front & Rear)	04 Pages (Both Sides)		
2.	GST@_ _ _ _ _ _% Extra on Sl.No. (1)				Rs. _ _ _ _ _ _ _
3.	Grand Total Amount (Rs.) of Sl.No. (1)+ (2)				Rs. _ _ _ _ _ _ _

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

General Note :-

1. Period of order- For one year for the date of placement of order.

2. Printing materials & Photography etc. will be provided by FSNL P&A Deptt. Soft copy of the entire matter (Hindi) shall be provided by e-mail and hard copy sent by courier.

3. The job is to be done Half Yearly in a year i.e. out of Total 2000 nos of copies in a year, 1000 nos of copies to be supplied in the first Half of the year and the remaining 1000 nos of copies to be supplied in the second Half of the year. The printing materials & photography etc. provided for the first Half of the year will not be the same the for the second Half of the year.

4. The above printing materials are to be delivered at our Corporate Office situated at Equipment Chowk, Central Avenue, Bhilai (C.G.).

5. The printing matters should be in HINDI caption. Matter & Graphs will be designed by you subject to FSNL approval without any extra payment during each Half Yearly Supply.

6. The terms & conditions are shown in the separate **Annexure-I** enclosed herewith and confirm each point in your quotation.

7. 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.

8. 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.

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वरिष्ठ प्रबंधक(सा.प्र.)/SR.MGR(MM)

ANNEXURE- I

TERMS & CONDITIONS

1. **Firm price :-** The entire job includes designing, formatting, printing and supplying etc. of 2000 copies at FSNL Corporate Office, Bhilai Chhattisgarh. Hence, the price quoted by the successful tenderer should be inclusive of all cost component, Taxes, GST on F.O.R. Bhilai basis and shall remain firm through complete execution of the work order.

2. **Validity :-** Your offer should be valid for a period of **90 days** from the date of opening of the quotation. please confirm.

3. **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".

4. **GST :-** Tenderer 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. **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.

7. The printing matter (proof) will have to be submitted to our P&A Deptt. for checking/verification etc. before final printing.

8. **Delivery :-** **Within 20 days** from the date of intimation from our P&A Deptt. You will have to submit a proof copy of house journal to our P&A Deptt. within **5 days** of handing over the printing material and supply the required number of 1000 copies (per issue in each Half Yearly) within **15 days** after obtaining approval from our P&A Deptt. All these formalities have to be completed within the scheduled delivery period. Time taken by our P&A Deptt. for approval of proof will not be considered for calculation of days for Liquidated damages.

9. **Payment :-** 100% Payment shall be made within **30 days** from the date of receipt of your bill alongwith material (s) receipted challan. Please confirm your acceptance to our payment term.

10. **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**.

Date :

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

11. **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".

12. **Guarantee :-** The material printed by the successful tenderer should be fully guaranteed against any defects in make/brand, quality and/or workmanship. If any defects are noticed during the delivery of the material(s), the same shall be replaced by you immediately free of cost.

13. **Liquidated Damages :-** Penalty @ 1/2% per week shall be charged for delay in job completion beyond the scheduled job completion period subject to a maximum of 5% of the value of the work order. Proportionate penalty for delay for part of a week shall also be payable by the successful tenderer. The penalty falling due shall be recoverable from the successful tenderer.

    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.

14. **Risk Purchase :-** In the event, the successful tenderer fails to execute the work 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. Your offer shall be rejected, if this Risk Purchase clause is not accepted.

15. **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.

16. **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.

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

18. **Tender acceptance :-** FSNL 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 reason whatsoever.

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

Date :

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

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 job as stipulated in this enquiry should not adversely affect the environment, health and safety of the organization.

22. **Contract Agreement :-** The successful bidder shall be required to execute a formal agreement with FSNL for the value of work orders for Rs. 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 Rs. 100/- purchased from the respective State from where the order is placed in the name of your organization.

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

25. **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. 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-l 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.

(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-I 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 is comes to the notice of other procurement entities.

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

Not withstanding 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. :

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)

Date :

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

3. 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 2021-22
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).

Date :

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