फेरो स्क्रैप निगम लिमिटेड (भारत सरकार का उपक्रम) इक्विपमेंट चौक, सेंट्रल एवेन्यू पोस्ट बॉक्स सं.37 भिलाई 490 001 (छ. ग.) (वेबसाइट - www.fsnl.nic.in)	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)
"इस्पाती इरादे से हर एक काम देश के नाम "	

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

खुली निविदा सूचना सं /Open Tender Notice No. TN-02/2020-21 Dt.06/10/2020

डाउनलोड किया गया निविदा दस्तावेज/
Tender document down loaded by :- M/s .....

निविदाकर्ताओं को निर्देश/INSTRUCTIONS TO THE TENDERER:

निविदा प्रस्तुत करने से पहले निविदाकार को निम्नलिखित निर्देशों को ध्यान से पढ़ना चाहिए।
Tenderer should read the following instructions carefully before submitting tender.

1) निविदा में चार खंड शामिल हैं, जैसा कि नीचे बताया गया है: -
The tender comprises of 4 sections as stated below :-
खंड "ए" तकनीकी विनिर्देश और आपूर्ति / कार्य का दायरा प्रस्तुत करने हेतु तकनीकी हिस्सा है।
SECTION "A" is the Technical part showing technical specification and scope of supply/work .

खंड" बी "निविदा के नियम और शर्तें वाणिज्यिक भाग में दर्शाया गया है।
SECTION "B" is the Commercial part showing terms & conditions of the tender.

खंड "सी" निविदा के साथ-साथ वाणिज्यिक विवरण/दस्तावेज जो दर्शाया गया है उसे निविदा के साथ संलग्न करना है।
SECTION "C" is the Technical Bid showing details/documents are to be furnished along with the tender.

खंड "डी" मूल्य की बोली जमा करने के लिए प्रारूप है।
SECTION "D" is the Price part showing the format for submission of price bid.

2) निविदाकर्ता को उपरोक्त उल्लिखित सभी 4 खंडों वाली पूरी निविदा प्रस्तुत करनी होगी।
Tenderer must submit complete tender containing all the 4 sections mentioned above.

नोट : *निविदाकर्ताओं से अनुरोध किया जाता है की निविदा भेजने से पूर्व यदि हमारी वेबसाइट पर किसी प्रकार का शुद्धिपत्र जारी किया गया है तो उसे सत्यापित कर लें।*

NOTE : ***TENDERERS ARE REQUESTED TO VERIFY AT OUR WEBSITE WHETHER ANY CORRIGENDUM IS ISSUED RELATED TO THIS TENDER BEFORE SUBMITTING THEIR OFFER.***

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3) **खंड-ए** के अनुसार सभी तकनीकी विवरणों की पुष्टि और स्वीकृति निविदा **खंड-ए** में स्पष्ट रूप से वर्णित होना चाहिए।
Confirmation and acceptance of all the technical details as per Section-A must be clearly mentioned in Section-A of the tender.

4) खंड-बी के अनुसार सभी वाणिज्यिक नियमों और शर्तों की पुष्टि और स्वीकृति, निविदा के खंड-बी में दी जानी चाहिए।
Confirmation and acceptance of all the commercial terms & conditions as per Section-B must be given in **Section-B** of the tender.

5) खंड-ए और बी के प्रत्येक पृष्ठ को निविदाकार के अधिकृत हस्ताक्षरकर्ता द्वारा हस्ताक्षरित किया जाना चाहिए जिसमे नाम और पदनाम के साथ इस निविदा के तकनीकी और वाणिज्यिक भागों की स्वीकृति का टोकन के रूप में निविदाकर्ता के रबर स्टांप/सील के साथ उल्लेख किया जाना चाहिए।
Each page of **Sections A & B** should be signed by authorised signatory of the tenderer and name and designation should be mentioned along with rubber stamp/seal of the tenderer as a token of acceptance of the technical & commercial parts of this tender.

6) जैसा की खण्ड-सी में विवरण/दस्तावेज जो भी अपेक्षित हैं, उसे प्रस्तुत करना है।
Details/Documents as desired at **Section-C** to be submitted.

7) निविदा के खंड "ए", खंड "बी" और खंड "सी " को सीलबंद कवर/लिफाफे में एक साथ प्रस्तुत किया जाना चाहिए, लिफाफे के ऊपर "भाग -1: टेक्नो-कामर्शियल बिड" लिखा जाना चाहिए। इस लिफाफे पर इन्क्वारी क्रमांक, खोलने का दिनांक और नियत दिनांक का भी उल्लेख किया जाना चाहिए।

Section-A, Section-B & Section-C of the tender are to be submitted together in a sealed cover/envelope which should be superscribed as **"PART-I : TECHNO-COMMERCIAL BID"**. The Tender Notice No.& Due date should also be mentioned on this envelope.

8) **कीमतें/दरें भाग I में नहीं दिखनी चाहिए** :- प्रत्येक वस्तु के लिए मूल्य/दर **खंड-डी** में दिखाया जाना चाहिए और एक पृथक मुहरबंद कवर में डाल दिया जाना चाहिए जिसे **"भाग- II मूल्य बोली"** के रूप में लिफाफे के उपर उल्लिखित किया जाना चाहिए। इस लिफाफे पर निविदा नोटिस संख्या और नियत तिथि का भी उल्लेख होना चाहिए। खण्ड "डी" के प्रत्येक पृष्ठ को निविदाकर्ता के अधिकृत हस्ताक्षरकर्ता द्वारा हस्ताक्षरित होना चाहिए जिसमे नाम और पदनाम के साथ निविदाकर्ता का रबर स्टैंप/सील के साथ निविदा को प्रस्तुत किया जाना चाहिए। **भाग I में तकनीकी-व्यावसायिक बोली में मूल्य का उल्लेख नहीं किया जाना चाहिए, अर्थात भाग-1 में तकनीकी-व्यावसायिक बोली में मूल्य के साथ प्राप्त निविदा, अस्वीकृति के लिए उत्तरदायी होगा।**
Prices/Rates should not be shown in Part-I. Price/Rate for each item should be shown in **Section-D** and put in a separate sealed cover which should be superscribed as **"PART-II PRICE BID"**. The Tender Notice No. & Due Date should also be mentioned on this envelope. Each page of **Section-D** should be signed by authorised signatory of the tenderer and name and designation should be mentioned along with rubber stamp/seal of the tenderer. **Price(s) should not be mentioned in Part-I i.e., Techno-commercial bid. Offers received with price(s) in Techno-commercial bid i.e., Part-I shall be liable for rejection.**

9) उपर्युक्त सभी सीलबंद कवर को एक बड़े लिफाफे में एक साथ रखा जाना चाहिए और उस पर सील कर दिया जाना चाहिए, जिस पर संबंधित निविदा सूचना संख्या और नियत तारीख को उल्लेख किया जाना चाहिए और नीचे दिए गए पते पर **04.11.2020 अपराह्न 2.30 बजे तक अधोहस्ताक्षरकर्ता के कार्यालय को भेजा जाना चाहिए। उक्त निविदा दिनांक 04.11.2020 को अपराह्न 3.00 बजे उसी दिन खोला जाएगा।**
All the above mentioned sealed covers should be put together and sealed in one bigger envelope on which the relevant Tender Notice No. & Due date should be superscribed and sent to the office of the undersigned at the address given below latest by **2.30 P.M. on 04.11.2020 and shall be opened on the same day at 3.00 P.M.**

फेरो स्क्रैप निगम लिमिटेड, इक्विपमेंट चौक, सेंट्रल एवेन्यू पोस्ट बॉक्स सं.37 भिलाई 490 001 (छ.ग.)	Ferro Scrap Nigam Limited Equipment Chowk, Central Avenue, Post Box No.37, BHILAI - 490 001 (C.G.)

10) कीमत निविदाएं अर्थात उन निविदाकर्ताओं के भाग -II जो तकनीकी और व्यावसायिक रूप से खण्ड ए और बी के अनुसार स्वीकार्य हैं और खण्ड -सी में योग्यता मापदंडों के अनुसार उत्तीर्ण होती हैं केवल नियत तारीख को खोला जाएगा, जिसे अग्रिम में सूचित किया जाएगा व्यक्तिगत निविदाकर्ता और उन निविदाकर्ताओं की कीमत-बोली जो तकनीकी / वाणिज्यिक रूप से स्वीकार्य नहीं हैं और योग्य नहीं पाई जाती हैं उन्हें निविदाकर्ता या उनके अधिकृत प्रतिनिधि को मुहरबंद और बिना खुलने वाली निविदा को उसी स्थिति में वापस लौटा दिया जाएगा।
The price-bids i.e. Part-II of those tenderers which are technically and commercially acceptable as per Sections A & B and qualifies as per qualifying parameters in Section-C only shall be opened on the date, which shall be intimated in advance to the individual tenderer. The price-bid of those tenderers which are not technically/commercially acceptable and not found qualified shall be handed over to the tenderer or their authorised representative in sealed and unopened condition.

11) यदि निविदाकर्ता चाहें तो इस निविदा खोलने में भाग लेने के लिए प्राधिकृत पत्र के साथ अपने अधिकृत प्रतिनिधि को नियुक्त कर सकते हैं।
Bidders if so desired, may depute their authorised representative with letter of authority to attend this tender opening.

12) उपरोक्त क्रमांक (2) से (9) के अनुसार जो निविदा जमा नहीं किया गया है उसे निरस्त कर दिया जाएगा।
Tenders not submitted as stipulated at point nos. (2) to (9) above shall be rejected.

13) उन निविदाकर्ता जिन्होंने हमारी वेबसाइट से डाउनलोड किए गए टेंडर के आधार पर अपनी पेशकश जमा कर दी है, वे फेरो स्क्रैप निगम लिमिटेड के नाम पर किसी भी अधिकृत बैंक पर 200 रुपये में डिमांड ड्राफ्ट (गैर वापसी योग्य) संलग्न करना होगा। फेरो स्क्रैप निगम लिमिटेड, भिलाई में देय एक अलग लिफाफा में "निविदा दस्तावेज शुल्क" के रूप में वर्णित हो। उपरोक्त अपेक्षित राशि के बिना प्राप्त निविदाएं अस्वीकृति के लिए उत्तरदायी होंगी।
Those tenderers who have submitted their offer on the basis of format down loaded from our web-site, have to enclose a demand draft (non-refundable) for Rs.200/- drawn on any scheduled bank in the name of Ferro Scrap Nigam Ltd., payable at Bhilai in a separate envelope superscribing as "Tender document fee". Tenders received without the above requisite amount shall be liable for rejection.

14) निविदा के खंड ए, बी, सी और डी में किसी भी शर्त का अनुपालन न करने पर भी निविदा की अस्वीकृति का कारण हो सकता है।
Non-compliance of any of the stipulations in Section **A, B, C & D** of the tender also may cause rejection of the tender.

(एस.एम्.पाठक)
(S.M.Pathak)
उप.महाप्रबंधक (सामग्री प्रबंधन)/
Dy.General Manager(MM)

SECTION A

Sub: Notice inviting bids for empanelment of Practicing Company Secretary/Firm of Company Secretary for a period of three financial years commencing from F.Y. 2020-21 for carrying out Secretarial Audit, Issuance of certificate on Corporate Governance and issue of certificate MGT-8 for Annual Return of Ferro Scrap Nigam Limited.

Ferro Scrap Nigam Limited (FSNL) is a wholly owned subsidiary of MSTC Limited, a non-listed Government of India Enterprises under the Ministry of Steel, Govt. of India. Ferro Scrap Nigam Limited was incorporated on 28.03.1979 to take over the running business of Heckett Engineering Co., in India for the purpose of carrying on the same as per agreement by and between Metal Scrap Trading Corporation Limited and Harsco Corporation, incorporation in U.S.A. and to carry on the business of processing of steel mills slag and other refuse and debris for the recovery of iron and steel scrap and other metallics and to render all kinds of service to manufacturer of steel and iron, and other metallics.

The net worth of the company as on 31.03.2020 is ₹216.92 Crores, to know more about the Company, Please visit *www.fsnl.nic.in.*

FSNL intends to empanel Practicing Company Secretary (PCS) / Firm of Company Secretary (Firm) for a period of three financial years commencing from FY 2020-21, to conduct Secretarial Audit, Issuance of certificate on Corporate Governance and issue of certificate MGT-8 for Annual Return of Ferro Scrap Nigam Limited for the financial year 2020-2021 onwards, on year to year basis.

1. Purpose of Secretarial Audit :

Section 204 of the Companies Act,2013 prescribes that every listed company and every public company having a paid-up share capital of ₹.50.00 Crore or more or every public company having a turnover of Rs. 250 crore or more, shall annex with its Board's report made in terms of sub-section (3) of Section 134, Secretarial Audit Report, given by a company secretary in practice, in such form as may be prescribed from time to time.

The format of the Secretarial Audit Report has been prescribed in Form No. MR.3 and for Certification of Annual Return in Form No. MGT-8. FSNL is a material unlisted subsidiary of MSTC Limited as per SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

Secretarial Audit provides better compliance environment. Secretarial Audit is a tool to ensure compliances with the legal and procedural requirements that there is presence of robust compliance mechanism in the company.

2. ELIGIBILITY CRITERIA FOR SUBMISSION OF TECHNICAL BID :-

Qualifying criteria for appointment of Practicing Company Secretary (PCS)/Firm of Company Secretaries (Firm) are as under :-

1. The Lead Partner / Proprietor / Individual, under whose supervision the Secretarial Audit and Certification of Annual Return of FSNL will be carried out, should have continuous (without any break) experience of 5 years or more in full time practice. The cut-off date for ascertaining experience will be 30.09.2019 and;
2. The PCS / Firm should have conducted Secretarial Audit of at least two different companies in preceding five years having Net worth of Rs. 100 Crores or more and;
3. The PCS/ Firm should have an average annual turnover of ₹5.00 lakhs or more, in preceding five years.

   Preference may be given to Company Secretary in Practice / Firm of Company Secretaries having experience of conducting Secretarial Audit of Public Sector Undertakings and / or PCS / Firm having experience of issuance of Corporate Governance Certificate(s) to Govt. Companies.

3. SCOPE OF WORK – SECRETARIAL AUDIT

The Broad scope of Secretarial Audit comprises verification of the compliances under the following enactments, rules, regulations and guidelines:

(i) The Companies Act, 1956 and the Rules made there under or Companies Act, 2013 & rules made thereunder and amendments if any, as the case may be;

(ii) The Memorandum of Association and Articles of Association of the Company;

(iii) The Securities Contracts (Regulation) Act, 1956 (SCRA) and the Rules made thereunder.

(iv) Guidelines on Corporate Governance for Central Public Sector Enterprises, 2010 issued by DPE.

(v) Secretarial Standards issued by "The Institute of Companies Secretaries of India".

(vi) SEBI (Prohibition of Insider Trading) Regulations, 2015 and its amendments as may be applicable to the FSNL being subsidiary of MSTC Limited (Listed Company)

(vii) Other Corporate Laws as may be applicable to FSNL.

(viii) Issue of Certificate of Compliance to Guidelines on Corporate Governance.

(ix) Issuance of Secretarial Audit Report in the prescribed form no. MR-3. FSNL is a material unlisted subsidiary of MSTC Limited as per SEBI (Listing Obligations and Disclosure Requirements) Regulations, 2015.

(x) The Auditor shall also verify the books, papers, minutes books, forms and return filed and other records maintained.

(xi) Issuance of Certificate on Corporate Governance.

(xii) Issuance of certificate MGT-8 for Annual Return.

(xiii) Any other Law/enactment as may be applicable to FSNL from time to time.

Date:

SIGNATURE :
NAME (in block letters) :
DESIGNATION :
RUBBER STAMP OF CO. :

SECTION B

TERMS AND CONDITIONS :-

1. **Firm price**:-The price(s) quoted should remain firm through complete execution of the order.

2. **Validity**:-The quotation should be valid for a period of 120 days from the date of opening of the Techno-commercial bids.

3. **GST:** - Tenderers are requested to provide GST details as per Annexure I & II and mention the % of GST applicable extra. The party has to submit GST Compliance Invoice & in case Liquidated Damage is applicable, the GST on LD will also be recovered from Party.

4. **Preference to "Make in India":** Preference to Make in India will be given as per Annexure-III. Tenderers have to submit signed and stamped Annexure III. Kindly confirm the percentage of Local Content of the quoted equipment and give details of location(s) at which the local value addition is made.

5. **Validity of Empanelment :** The Validity of empanelment will be for a period of three financial year starting from 2020-2021 for conducting Secretarial Audit.

6. **Financial Bids for conduct of Secretarial Audit, Issuance of Certificate on Corporate Governance and certificate in MGT-8 for Annual Return:** Financial bids will be invited from empanelled PCS / Firm for conducting Secretarial Audit Issuance of Certificate on Corporate Governance and certificate in MGT-8 for Annual Return for that financial year.

7. **Completion of Audit :** The Secretarial Audit shall be completed within 45 days from the date of award of work / contract or end of financial year whichever is earlier. It is also expected that the Secretarial Audit has to commence within 15 days from the award of the work/ contract or end of financial year whichever is earlier, time being the essence of the contract and the Secretarial Audit Report should be submitted as per the format (as near as possible) prescribed under Rule No.9 of the Companies (Appointment and Remuneration of Managerial Personnel) Rule, 2014.

8. **Certification of Annual Return:** Shall be completed in 30 days from the date of conclusion of AGM as prescribed in Form MGT-7 and certificate in MGT-8 under rule 11 of the Companies (Management and Administration) Rules,2014.

9. **Place of Audit and certification:** The audit and certification work is to be conducted at Corporate Office of FSNL at FSNL Bhawan, Central Avenue, Bhilai, Chhattisgarh-490001.

10. **Payment Terms:** Payment will be release within one month from the date of submission of bill by the PCS / Firm after issuance of Secretarial Audit Report and certification of Annual Return to the satisfaction of FSNL. No advance payment shall be made for conduct of Secretarial Audit and certification of annual return. Income Tax and other taxes as applicable shall be deducted at source at the rate prescribed in the Income Tax Act or other Act from the bill. The PCS/ Firm needs to make their own arrangement for visiting the office of FSNL at Bhilai for conducting the Secretarial Audit.

11. The Tenderer should state their Banker's Name, Branch, Account No. , IFS Code Reference & PAN Number.

12. **T.A. & D.A. for Outstation Visit:** The rates quoted by you should be inclusive of T.A. & D.A. for your visit to our Corporate Office & Units of Ferro Scrap Nigam Ltd.

13. **Conditional offer:** - FSNL reserves the right to reject conditional offers which do not accept the terms and conditions of this tender.

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

15. The Management of FSNL reserves the right to reject all or any bids without assigning any reason(s), whatsoever.

16. **Identification of Nodal Officer:** The successful PCS / Firm shall nominate a Nodal Officer, immediately on the award of the work / contract for timely and smooth interaction.

17. **Dispute :** In case of any dispute arising during execution of contract, an amicable solution may be arrived at with discussion and reconciliation. However, in case of any dispute remaining unresolved, decision of FSNL will be final and binding on both the parties to the contract.

18. The PCS / Firm satisfying / fulfilling above minimum criteria may download the **Tender Document from the website of the Company** www.fsnl.nic.in.

19. Mere submission of any application and fulfilling eligibility criteria does not entitle for empanelment and mere empanelment does not entitle the firm / PCS any right to receive the work from FSNL.

20. Compliance / Declaration by the firm on appointment.

a. The Audit Firm / PCS shall not sub-contract the work.

b. The Audit Firm / PCS shall certify as under :-

(i) Neither the Firm / PCS nor its Partner or Associates have any interest in the business of FSNL.

(ii) If the Firm / PCS is appointed as Secretarial Auditor, it will not cross the prescribed ceiling limits specified under Companies Act, 2013 and Rules made thereunder, if any, or by the ICSI.

21. **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.

22. **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.

23. **Liquidated damages:-** Penalty @ 1/2% per week of the value of work order shall be charged for delay in completion of the work beyond the scheduled job completion period which will be stipulated in the work order 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 charged. The penalty falling due shall be recoverable from your bill(s).

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.

24. **Risk Purchase** :- In the event, the successful tenderer fails to execute the order, FSNL reserves the right to procure the same from other some source and the extra cost thereof including the duties and taxes shall be recoverable from you.

25. **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.

26. **Confidentiality :** The PCS / Firm shall treat all the information provided by the FSNL as confidential and shall also ensure the security and confidentiality of information, documents, records, software, data, deliverable etc. handled during the Secretarial audit work and should not part with any agency.

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

28. 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.

29. **UAM No.** 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"

30. **Format for Submission of Bid :** The PCS/ Firm satisfying / fulfilling the above minimum criteria may submit sealed bids. The Bids be submitted in two parts and separate sealed envelope **(Section-A, Section-B & Section-C** of the tender are to be submitted together in a sealed cover/envelope which should be superscribed as **"PART-I : TECHNO-COMMERCIAL BID".** Price/Rate for each item should be shown in **Section-D** and put in a separate sealed cover which should be superscribed as **"PART-II PRICE BID".** The Tender Notice No.& Due date should also be mentioned on this envelope. Both these envelopes should be put together in a bigger envelope which should be sealed and super-scribed as " **Techno-Commercial Bid** & **Price Bid** for empanelment of PCS/ Firm for conduct of Secretarial Audit, issuance of certificate of Corporate Governance and certification of annual return" each page of the Technical and financial bid is to be signed by authorized signatory with official stamp by proprietor / partner of the firm. The format prescribed for Technical Bid is at **Section C** and format for financial Bid is at **Section D.**

31. **Last date for submission of Technical Bid Section A, B & C) and Financial Bid (Section D) :** The Technical Bid and Financial Bid formats should reach on or before **04.11.2020 latest by 2:30 P.M.** at the following address :-

Dy.General Manager (MM)
Ferro Scrap Nigam Limited
FSNL Bhawan,
Central Avenue, Equipment Chowk,
Bhilai-490001, CG.

32. **Opening of Technical Bid (Section A, B & C) :** Technical bid will be opened **on 04.11.2020 at 3.00 P.M.** in the presence of applicants, who desire to be present. The Technical Bid received after the specified date / time, incomplete/unsigned, in open envelope or by fax will not be considered and be rejected.

33. **Opening of Financial Bid (Section D):** After the evaluation of Technical Bid on predetermined criteria, financial Bids of bidders who qualify in the technical bids will be opened in the presence of bidders, if they desire so. The Bidder who will quote the lowest fee (not less than Rs.1/-) would be considered for award of the mandate for conducting Secretarial Audit cum certification of Annual Return.

34. If any false information/documents is provided / submitted and it comes to the knowledge of FSNL, FSNL reserves the right to reject such bid at any stage or terminate the contract, if awarded, with immediate effect and take legal action against the bidder / empaneled firm / proprietor.

- **The Bid shall be liable to be rejected if :**

(a) It is not covered in proper sealed cover with superscription as indicated.
(b) It is not in the prescribed form and not containing all required details.
(c) It is not properly signed.
(d) It is received after the expiry of due date and time.
(e) It is received by Fax, or E-mail.

Incase of any clarification required in this regard, the Company Secretary may be contacted at phone No: 0788-2222474. FSNL reserves the right to cancel / restrict / enlarge /modify / postpone and / or extend the date of receipt / opening of Bid or withdrawal of Bid notice without assigning any reason(s) whatsoever. In such case the bidders shall not be entitled to any form of compensation from the company.

Date:

SIGNATURE :
NAME (in block letters) :
DESIGNATION :
RUBBER STAMP OF CO. :

SECTION C

(on letter head of Practicing Company Secretary / Firm of Company Secretaries)

PROFORMA FOR TECHNICAL BID

(For conducting Secretarial Audit and Certification of annual return of FSNL)

To
Dy. General Manager (MM)
Ferro Scrap Nigam Limited
FSNL Bhawan, Equipment Chowk,
Central Avenue, Post Box-37
Bhilai-490001

Sl. No.	Particulars	Reply
1.	Name of the Practicing Company Secretary (PCS) / Firm of Company Secretaries (Firm): • Whether Partnership / Proprietorship/ Individual • Name of the lead Partner / Proprietor/ Individual / In charge • Name(s) of the Contact person(s) and the Contact details.	
2.	I. Date of Commencement of Practice as PCS. II. Date of approval of name of the Firm from ICSI. III. Certificate of Practice (COP) Number / Registration Number. (Please Attach Documentary evidence)	
3.	Details of Office(s) Address: Telephone Nos: Fax No: Email: Website:	
4.	Post Qualification Experience in full time practice of Lead Partner / Proprietor / Individual under whose supervision the Secretarial Audit of FSNL will be conducted. (Please attach the documentary evidence i.e. COP etc)	
5.	Secretarial Audit of at least two different companies in preceding three years having Net worth of Rs. 100 Crores or more.	
6.	PAN No: GST Regn. No: (Please Attach documentary evidence)	
7.	Average Annual Turnover of the PCS / Firm in preceding three financial years based on ITR / Balance Sheet (Please Attach documentary evidence).	
8.	Any other relevant information (Please Attach separate sheet, if required.)	

Declaration

1. All the information provided by me / us herein above is correct.
2. I / We have no objection if enquiries are made about the work listed by me / us in the accompanying sheets / annexure.
3. I / We have read all the terms and conditions of bid and the instructions and these are acceptable to me / us.

Signature ----------

Name and Designation of the Authorised Signatory:.....

Stamp of the PCS / Firm: .....

Date :----------

Place----------

SECTION D

(on letter head of Practicing Company Secretary / Firm of Company Secretaries)

PROFORMA FOR FINANCIAL BID

(For conducting Secretarial Audit and Certification of Annual Return of FSNL in MGT-8)

To
Dy. General Manager (MM)
Ferro Scrap Nigam Limited
FSNL Bhawan
Equipment Chowk,
Central Avenue
Post Box-37
Bhilai-490001

(PRICE BID)

Schedule of Rates

Sl. No.	Description	Lump Sum Price (Rs.) For FY 2020-21
1.	• Secretarial Audit, Issuance of Certificate on Corporate Governance and issue of certificate MGT-8 for Annual Return fees – Fixed Amount (inclusive of all charges, out of pocket expenses etc.)	
2.	• GST (Rate %)	
	Total Amount Payable	
	Amount in Words:	

Note:

1. GST will be payable extra as applicable.

Signature ----------

Name and Designation of the
Authorised Signatory:.....

Stamp of the PCS / Firm: .....

Date : ----------

Place : ----------

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	

Date:

SIGNATURE :
NAME (in block letters) :
DESIGNATION :
RUBBER STAMP OF CO. :

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. :

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 is 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: -** Not withstanding 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 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.

"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 letters) :
DESIGNATION :
RUBBER STAMP OF CO. :