



सीआईएन: यू27102सिटी1989जिओ1005468
CIN: U27102CT1989GO1005468

फार्मेटसं: एफएसएनएल/क्यूएफ/पीयूआर/07
FORMAT NO: FSNL/QF/PUR/07

<p>फैरो स्क्रेप निगम लिमिटेड (भारत सरकार का उपक्रम) इक्विपमेंटचौक, 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>
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ENQUIRY NO. FC/3858 /2022 DATE:30.09.2022

1)	निविदा प्रस्तुत करने की अंतिम तिथि Last date of submission of tender	:-	21.10.2022 को अपराह्न 2.30 बजे तक By 2.30 p.m. on 21.10.2022		
2)	टेक्नो-कमर्शियल बिड खोलनेकी तिथि Techno-commercial bid opening	:-	21.10.2022 अपराह्न 00.3 बजे At 3.00 p.m. 21.10.2022		
3)	कार्य का नाम जिसके लिए निविदाएं बुलाई गई है Name of work for which tenders called.	:-	जैसा कि खंड-ए में उल्लिखित है As mentioned in the Section-A.		
4)	निविदा प्रस्तुत करने और खोलने का स्थान Place of submission and opening of Tender	:-	<table border="0"><tr><td>कार्यालय :- उप.महाप्रबंधक(सामग्री प्रबंधन), फैरो स्क्रेप निगम लिमिटेड, इक्विपमेंट चौक,सेंट्रल एवेन्यू, पोस्ट बॉक्स सं. 37 भिलाई.छ) -490001ग(.</td><td>Office of :- Dy.General Manager(MM), Ferro Scrap Nigam Ltd. Equipment Chowk, Central Avenue, Post Box No.37, Bhilai 490 001 (C.G).</td></tr></table>	कार्यालय :- उप.महाप्रबंधक(सामग्री प्रबंधन), फैरो स्क्रेप निगम लिमिटेड, इक्विपमेंट चौक,सेंट्रल एवेन्यू, पोस्ट बॉक्स सं. 37 भिलाई.छ) -490001ग(.	Office of :- Dy.General Manager(MM), Ferro Scrap Nigam Ltd. Equipment Chowk, Central Avenue, Post Box No.37, Bhilai 490 001 (C.G).
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(केगिरीश कुमार .)/(K. GIRISH KUMAR)
समहा.प्रबंधक(सा.प्र.)/ Asst.General Manager (MM)

<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>
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निविदाकर्ताओंकोनिर्देश : /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 निम्नानुसार 3 खंड शामिल हैं :-

The tender comprises of 3 sections as stated below :-

खंड "ए" तकनीकी विनिर्देश और आपूर्ति/कार्य का दायरा दिखाने वाला तकनीकी हिस्सा है।

SECTION "A" is the technical part showing technical specification and scope of supply/work.

खंड "बी" निविदा के नियम और शर्तों वाणिज्यिक भागमें दर्शाया गया है।

SECTION "B" is the commercial part showing terms & conditions of the tender.

खंड "सी" मूल्य-बिड जमा करने के लिए प्रारूप दिखा रहा है।

SECTION "C" is the price part showing the format for submission of price-bid.

2. निविदाकर्ताको उपरोक्त उल्लिखित सभी 3 अनुभागोंको पूरा करने वाला निविदा प्रस्तुत करना होगा।

Tenderer must submit complete tender containing all the 3 Sections mentioned above.

3. खंड "ए" के अनुसार सभी तकनीकी विवरणों की पुष्टि और स्वीकृति, निविदा के खंड "ए" में स्पष्ट रूप से उल्लिखित 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 की 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 पर निविदाकर्ताके अधिकृत हस्ताक्षरकर्ता द्वारा हस्ताक्षरित होना चाहिए और नाम तथा पदनाम के साथ इस निविदाके तकनीकी और वाणिज्यिक भागोंकी स्वीकृति का टोकन के रूपमें सील मुहरके 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 and commercial parts of this tender.

6. निविदा के खंड “ए” और खंड “बी” को सीलबंद कवर/लिफाफे में एक साथ प्रस्तुत किया जाना चाहिए, लिफाफेकेऊपर"भाग -1: टेक्नो-कामर्शियल बिड"लिखाजाना चाहिए। इस लिफाफे पर इन्क्वारी क्रमांक, खोलने का दिनांक और नियत दिनांक का भी उल्लेख किया जाना चाहिए।

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

7. कीमतें/दरें भाग-I में नहीं दिखनी चाहिए :-प्रत्येकार्थ के लिए मूल्य/दर खंड“स” में दिखाया जाना चाहिए और एक अलग मुहरबंद कवर में डाल दिया जाना चाहिए जिसे "भाग-2: मूल्यबोली" के रूप लिफाफेकेऊपरलिखाजाना चाहिए। इस लिफाफे पर इन्क्वारी संख्या और तारीख का भी उल्लेख होना चाहिए। खंड“स”के प्रत्येक पृष्ठ को निविदाकर्ता के अधिकृत हस्ताक्षरकर्ता द्वारा हस्ताक्षरित किया जाना चाहिए और नाम और पदनाम तथासीलमुहरके साथ उल्लेख किया जाना चाहिए।

Prices/Rates should not be shown in Part-I :-Price/Rate for the each job should be shown in **Section-C** and put in a separate sealed cover which should be superscribed as "**PART-II : PRICE BID**". The enquiry No. and date should also be mentioned on this envelope. Each page of **Section-C** should be signed by authorised signatory of the tenderer and name and designation should be mentioned along with rubber stamp/seal of the tenderer.

8. उपर्युक्त सभी मुहरबंद कवर को एक साथ रखा जाना चाहिए और एक बड़े लिफाफे में सीलमुहरबंद कर दिया जाना चाहिए, जिस पर संबंधित निविदा इन्क्वारीसंदर्भसंख्यातथानियतदिनांककाउल्लेखकिया जाना चाहिए और नीचे दिए गए पते पर अधोहस्ताक्षरकर्ता के कार्यालय को भेजा जाना चाहिए: -

फेरो स्क्रेप निगम लिमिटेड

इक्विपमेंट चौक, सेंट्रल एवेन्यू

पोस्ट बॉक्स सं.37

भिलाई 490 001 (छ.ग.)

All the above mentioned sealed covers should be put together and sealed in one bigger envelope on which the relevant tender Enquiry Ref. No. and Due date should be superscribed and sent to the office of the undersigned at the address given below:-

Ferro Scrap Nigam Limited
Equipment Chowk, Central Avenue,
Post Box No.37,
Bhilai - 490 001.

9. मूल्यनिविदाएँ (भाग-2) उन निविदाकर्ताओं का भाग-2, जो कि तकनीकी और व्यावसायिक रूप से स्वीकार्य हैं, खोले जाएंगे, जिसे व्यक्तिगत निविदाकर्ता को अग्रिम में खोलने की तारीख के साथ सूचित किया जाएगा। उन निविदाकर्ताओं की कीमत बोली जो तकनीकी / व्यावसायिक रूप से स्वीकार्य नहीं हैं, को निविदाकर्ता या उनके अधिकृत प्रतिनिधि को मुहरबंद और बिना खोले सौंप दिया जाएगा।

The **Price-Bids** i.e. **Part-II** of those tenderers which are technically and commercially acceptable 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 shall be handed over to the tenderer or their authorised representative in sealed and unopened condition.

10. यदि चाहें तो निविदाकर्ता, इस निविदा खोलनेकेसमयभाग लेने के लिए प्राधिकृत पत्र के साथ अपने अधिकृतप्रतिनिधि को नियुक्त कर सकते हैं।
Tenderers if so desired, may depute their authorised representative with letter of authority to attend this tender opening.
11. निविदाजोक्रमसंख्या(2)से(9)केअनुसारजमानहींकियागयाहैउसेनिरस्तकरदियाजाएगा।
Tenders not submitted as stipulated at point nos. (2) to (9) above shall be rejected.
12. इसनिविदाकेखंड“ए”, “बी” और “सी” मेंकिसीभीशर्तोंकाअनुपालननहींकरनेसेभीनिविदारद्दहोसकतीहै।
Non-compliance of any of the stipulations in **Section A, B & C** of this tender enquiry also may cause rejection of the tender.

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.

(केगिरीश कुमार .)/(K. GIRISH KUMAR)
समहा.प्रबंधक(सा.प्र.)/ ASST.General Manager (MM)

SECTION -A

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 Rs. 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.

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. The scope of Secretarial Audit is mentioned in point 2.

2. 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). Quarterly Secretarial Audit to be conducted.
- (xiv). Any other Law/enactment as may be applicable to FSNL from time to time.

Date :

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

SECTION-B

TERMS & 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 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:-** 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.
5. **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.
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- IV enclosed**) on their letter head with seal and signature of authorized person alongwith offer.
7. **Completion of Audit :-** The Secretarial Audit shall be completed by 30.04.2023. It is also expected that the Secretarial Audit to be done on Quarterly Basis and Audit has to commence within 15 days from the award of the work/ contract and upon intimation from our Company Secretary.
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:-** Quarterly Payment will be release within 1 (one) month from the date of submission of bill by the successful PCS / Firm after issuance of Secretarial Audit Report and certification of Annual Return to the satisfaction of FSNL and confirmed by our Company Secretary. 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.

Date :

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

11. **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.
12. **Banker's Details :-** Tenderers are requested to state **Banker's Name, Branch, Account No., PAN No. & IFS Code** for remittance of **payment through NEFT/RTGS**.
13. **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".
14. The Management of FSNL reserves the right to reject all or any bids without assigning any reason(s), whatsoever.
15. **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.
16. Mere submission of offer does not entitle the firm/ PCS any right to receive the work from FSNL.
17. **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.
18. **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.
19. 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.

Date :

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

20. **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.

In case 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.

21. **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.

22. **Risk Purchase :-** In the event, the successful tenderer fails to execute the order, FSNL reserves the right to procure the same 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 the successful tenderer. Your offer shall be rejected if this Risk Purchase Clause is not accepted.

23. **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 tenderer.

24. **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.

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

26. **Tender acceptance :-** Ferro Scrap Nigam Ltd., 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.

Date :

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

27. **Termination of work order :-** FSNL reserves the right to be terminate the work order at 15 days notice without assigning any reason(s) or incurring any liability thereby.
28. **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:-

29. **Environment, health and safety of the organization :-**The execution of job against this enquiry should not adversely affect the environment, health and safety of the organization.
30. **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.
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.

"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".

Date :

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

32. **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 at any later stage their bid/offer/order shall be liable for cancellation.

Also, those vendors who cannot execute the job as per the order, FSNL in its sole discretion reserves the right to cancel the order and blacklist the firm without any notice.

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

34. **Regret Letter :-** Please forward your regret letter incase 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 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. :

ANNEXURE-II

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 filing 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 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 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. :

Bidders Sharing Borders with India

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority **as detailed in the Definition of Competent Authority in this Annexure.**
- II. Bidder (including the term 'tenderer, 'consultant' or 'service provider in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. Bidder from a country which shares a land border with India" for the purpose of this clause means:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (iii) above will be as under :-
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
 2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official; In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. **Applicable in tenders for Works contracts, including Turnkey contracts**

The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.



2. Model Certificates

a) Model Certificate for Tenders (To be submitted for transitional cases)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that M/s..... (this bidder) is not from such a country and is eligible to be considered."

b) Model Certificate for Tenders (to be submitted by vendor along with their offer)

I have read the clause regarding restrictions on procurement from a bidder of a county which shares a land border with India; I certify that M/s..... (this bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered (where applicable, evidence of valid registration by the Competent Authority shall be attached).

c) Model Certificate for Tenders for Works involving possibility of sub-contract (to be submitted by vendor along with their offer)

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that M/s..... (this bidder) is not from such a Country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that M/s..... (this bidder) fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

d) Model Certificate for GeM: (to be submitted by vendor along with their offer).

I have read the clause regarding restrictions on procurement from a bidder of a county which shares a land border with India; I certify that M/s..... (this vendor/bidder) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that M/s..... (this bidder/ vendor) fulfils all requirements in this regard and is eligible to be considered for procurement on GeM. Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"

Definition for this purpose will be:-

1. Competent Authority

- A. The Competent Authority for the purpose of registration under this Clause shall be the Registration Committee constituted by the Department for Promotion of industry and Internal Trade (DPIIT)".
- B. The Registration Committee shall have the following members:-
 - (i) An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman.
 - (ii) Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those departments whose sectors are covered by applications under consideration.
 - (iii) Any other officer whose presence is deemed necessary by the Chairman of the Committee.

2. Transitional Cases:-

Tenders where no contract has been concluded or no LoA has been issued.

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 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-490 001 (C.G.)

(PRICE BID)

Schedule of Rates

S/n.	Description	Lump Sum Price (Rs.) for 1 year (including Quarterly Audit Fee)
1.	Fees of Secretarial Audit Report (MR-3) and issue of certificate MGT-8 for Annual Return- Fixed Amount (inclusive of all charges, out of pocket expenses etc.) as per Section-A to this enquiry.	
2.	GST (Rate %)	
Total Amount Payable		
Amount in Words:		

Note :-

1. GST will be payable extra as applicable.

Date :

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