सीआईएन: यू27102सिटी1989जिओ1005468

CIN: U27102CT1989GO1005468

फैरो 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: **nivedit.mathur@fsnl.co.in**

फार्मेटसं: एफएसएनएल/क्यूएफ/पीय्आर/07

FORMAT NO: FSNL/QF/PUR/07

इन्क्वायरी संदर्भ संख्या एफ.सी / ENQUIRY REF.NO. FC/1563/23 दिनांक/DATE:10.05.2023.

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" superscribed on cover, for the material mentioned below.

The quotation in sealed cover as above should reach us latest by $2.30 \, pm$, on 26-05-2023 and shall be opened on the same day at $3.00 \, p.m$.

Item No.	Description	Qty.	Unit Rate (Rs.) (without GST)	Total Amt. (Rs.) (without GST)
1.	Printing & Supply of Annual Report of our Company for the Year of 2022-2023 of 200 pages (including cover pages) in English & Hindi as per our Specification Shown in Annexure-I & term and condition shown in Annexure-II.		Rs	
2.	GST @ % Extra on Sl.No. (1)			Rs
3.	Total Rate with GST of Sl.No. (1) + (2)			Rs
4.			Unit rate/page v	

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

Annexure-I

SPECIFICATION OF PRINTING OF ANNUAL REPORT FOR THE YEAR 2022-2023

(a) Number of Annual Report : 150 nos.

(b) Size of the book : $8\frac{1}{2}$ " x 10 $\frac{1}{2}$ "

(c) Total number of pages : 200 pages approx. including cover pages

(d) Cover Paper : 240 GSM coated paper(to be laminated after printing)

(e) Inside Text : 130 GSM Indian Art paper

(f) Outer cover should : 4 colour & spot laminated

(g) Remaining text in bi colours. Text will be both in English or Hindi.

GRAPHS AND PHOTOGRAPHS

(a) Upto 4 nos. graphs with English and Hindi caption to be printed.

(b) Graphs will be designed by printer subject to our approval.

(c) Upto six passport size photograph on inner side of the cover page and upto four photographs inner side of the back cover with English and Hindi captions.

(d) Cover / back cover upto six photographs to be designed by the printer and approved by us.

PRINTING OF HINDI AND ENGLISH ANNUAL REPORT:

There would be separate Annual Report of Hindi version and Separate Annual Report for English Version. For English and Hindi version of Annual Report the Balance Sheet gets printed in the left side & Profit & Loss Account gets printed in the right side has to be ensured.

NOTE: -

- 1. The above requirements may vary and rates should be quoted in such a way so that payment can be made proportionately on actual execution of the job.
- 2. On our approval to the proof of printing matter, the printer has to provide us soft copy of the entire matter (Hindi as well as English) in the Pendrive within 7 days from completion of the printing. The CDR file of Annual Report be also provided to FSNL for safe cutody
- 3. Page wise rate may be quoted for printing of additional page. (20 additional no. of pages approx.)
- 4. Perfect Binding of Annual Report is required.
- 5. Annual Report is an important document of the Company which has to be distributed amongst various departments of Ministry as well as other PSUs. Hence to quality of annual report along with high quality graphs and photographs should give clear image and not hazy.

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

TERMS & CONDITIONS

- 1. Enquiry No., Date & Due Date must be super scribed on the envelope containing quotation.
- 2. <u>Firm Price</u>: The price(s) quoted by the tenderer should be all inclusive net F.O.R. destination Corporate Office, Bhilai (C.G) and should remain firm through complete execution of the order. No escalation shall be entertained.
- 3. <u>GST Registration</u>:- 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. <u>GST</u>: Tenderer are requested to provide GST details as per **Annexure III** & **IV** and also mention the percentage of GST applicable separately & the rate should be quoted exclusive of GST.
- 5. <u>Preference to "Make in India"</u>: Preference to Make in India will be given as per Annexure-V.
- 6. <u>Declaration Under Income Tax Act 1961</u>:— 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- VI enclosed) on their letter head with seal and signature of authorized person alongwith offer.
- 7. <u>Validity</u>: Your quotation should be valid for a period of **90 days** from the date of opening of your offer.
- 8. <u>Delivery</u>: Delivery is the essence of this enquiry. Hence tenderer are requested to quote the earliest delivery schedule.
- 9. <u>Packing, Loading, Lacing & Forwarding :-</u> The prices quoted by the tenderer shall be deemed to be inclusive of packing, loading and forwarding charges to ensure safety during transit.
- 10. <u>Checking /Verification etc :-</u> The printing matter (Proof) will have to be submitted to our Company Secretary for checking/ verification etc. before final printing.
- 11. <u>Payment</u>: 100% Payment shall be made within 30 days from the date of receipt of your bill along with certification from our Company Secretary towards quantity & quality and release of payment. The payment shall be admissible on actual quantity of job executed based on written advise to the successful tenderer in this regard from our Company Secretary.
- 12. <u>Bank Details</u>: The Tenderer should state their Banker's Name, Branch, Account No., PAN No. & IFS Code for remittance through NEFT/RTGS.
- 13. <u>Transit Insurance:</u> Transit insurance of the consignment, if any, shall be arranged by you at your own cost. Transit damage/loss etc. shall be entirely your risk.

Date:	SIGNATURE	:
	NAME (in block letters)	:
	DESIGNATION	:
	RUBBER STAMP	:

- 14. <u>Guarantee:</u> The Annual Report printed by the successful tenderer should be fully guaranteed towards quality of materials (paper, board etc.) and entire specifications as specified. In case any defects are noticed the same shall be rectified/replaced by the successful tenderer free of cost including the to & fro transportation for such rectifications /replacements.
- 15. <u>Liquidated Damages</u>: Penalty @ $\frac{1}{2}$ % per week of the value of the order shall be charged for delay in delivery beyond the scheduled delivery period, subject to a maximum of 5% of the value of the order. Proportionate penalty for delay for part of a week shall also be payable by you. The penalty falling due shall be recoverable from 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 successful tenderer control.
- 16. <u>Risk Purchase</u>: 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.
- 17. <u>Disputes</u>: Should any dispute as regards quality, quantity, specification, interpretations of the purchase order terms or methodology for execution of supply arise, the decision of FSNL will be final and binding upon you.
- 18. <u>Arbitration</u>: All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties.
- 19. <u>Supply of material/Bills</u>:- 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.
- 20. <u>MSME</u>: 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. <u>Environment, health and safety of the organization :-</u> The supply of materials as stipulated in this enquiry should not adversely affect the environment, health and safety of the organization.

Date:	SIGNATURE :	
	NAME (in block letters)	:
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22. <u>Blacklisting:</u> 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.

- 23. <u>Termination of order:</u> FSNL reserves the right to terminate the order at 15 day's notice without assigning any reason(s) or incurring any liability thereby
- 24. <u>Jurisdiction</u>: Disputes, if any, arising out of this transaction are subject to provisions of competent court having jurisdiction over Durg.
- 25. <u>Tender acceptance</u>: 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.
- 26. Quantity Discount: Quantity discount if any at various level should be indicated.
- 27. 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 letters)	:
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ANNEXURE - III

<u>Please indicate the @% of GST applicable and provide copy of GST Registration Certificate.</u>

<u>Tenderers are requested to provide following information for GST Compliance:</u> -

Vendor Name	Mobile No. & Prir Email ID. Place	Place of Business		GST Regn	Whether under Composition Scheme		HSN Code
		Principal Place of Business	Additional Place of Business	(GSTIN)	Yes	No	No.

Date:	SIGNATURE :
	NAME (in block letters)

DESIGNATION : RUBBER STAMP :

ANNEXURE - IV

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 noncompliance.
- (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);"
 - I. 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 letters)	:
	DESIGNATION	:
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- 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 letters) :

DESIGNATION :

RUBBER STAMP :

ANNEXURE - V

PREFERENCE TO "MAKE IN INDIA"

- 1. <u>Eligibility of Class-I Local Supplier/Class-II Local Supplier/Non-Local Suppliers" for different types of procurement.</u>
- (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-I 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.

Date:	SIGNATURE :	
	NAME (in block letters)	:
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- (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.

Date:	SIGNATURE	:
	NAME (in block letters)	:
	DESIGNATION	:
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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 lakks 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' 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 letters)	:
	DESIGNATION	:
	RURRER STAMP	:

ANNEXURE- VI

Date:

(On the letter head of organization)

	Date :
To,	
Ferro S	Scrap Nigam Limited
Unit	
Addres	ss
Subject of	ct:- Declaration regarding not being a "Specified Person" as per Sections 206AB and 206CCA
	the Income Tax Act 1961.
Sirs,	
	has reference to above mentioned subject regarding the TDS/TCS provisions of Sections and 206CCA of the Income Tax Act 1961, inserted w.e.f. 1st July 2021 by the Finance Act
Accord	dingly it is declared as under :-
1.	We
	I/We
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 c	ertified copy of the PAN card and Aadhaar Card is enclosed for your reference and record

SIGNATURE :

NAME (in block letters) :

DESIGNATION :

RUBBER STAMP :

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 2022-23	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 letters) :

DESIGNATION :

RUBBER STAMP :