



सीआईएन: यू27102सिटी1989जिओ1005468

**CIN: U27102CT1989GO1005468**

फार्मेटसं: एफएसएनएल/क्यूएफ/पीयूआर/07

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<p><b>फेरो स्क्रेप निगम लिमिटेड</b> (भारत सरकार का उपक्रम) इक्विपमेंट चौक, सेंट्रल एवेन्यू पोस्ट बॉक्स सं.37 भिलाई-490 001 (छ. ग.) (वेबसाइट- www.fsnl.nic.in)</p>	<p><b>FERRO SCRAP NIGAM LIMITED</b> (A GOVERNMENT OF INDIA UNDERTAKING) EQUIPMENT CHOWK, CENTRAL AVENUE POST BOX NO.37 BHILAI- 490 001(C.G) (Website - www.fsnl.nic.in)</p>
<p>“इस्पाती इरादे से हर एक काम देश के नाम”</p>	

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**सीमित निविदा /LIMITED TENDER**

**इन्क्वायरी संदर्भ संख्या एफ.सी/ENQUIRY REF.NO. FC/ 1100 /2024 दिनांक/DATE: 27-02-2024.**

1.	निविदा प्रस्तुत करने की अंतिम तिथि <b>Last date of submission of tender</b>	:-	<b>11-03-2024</b> को अपराह्न <b>2.30</b> बजे तक <b>By 2.30 p.m. on 11-03-2024.</b>
2.	टेक्नो-कमर्शियल बिड खोलने की तिथि <b>Techno-commercial bid opening</b>	:-	<b>11-03-2024</b> अपराह्न <b>3.00</b> बजे <b>At 3.00 p.m. on 11-03-2024.</b>
3.	कार्य का नाम जिसके लिए निविदाएं बुलाई गई हैं <b>Name of work for which tenders called.</b>	:-	जैसा कि <b>खंड- ए</b> में उल्लिखित है <b>As mentioned in the Section-A.</b>
4.	निविदा प्रस्तुत करने और खोलने का स्थान <b>Place of submission and opening of tender</b>	:-	कार्यालय :- सहायक महाप्रबंधक (सामग्री प्रबंधन), फेरो स्क्रेप निगम लिमिटेड, इक्विपमेंट चौक, सेंट्रल एवेन्यू, पोस्ट बॉक्स सं. 37 भिलाई -490001(छ.ग.) Office of :- <b>Assistant General Manager (MM),</b> Ferro Scrap Nigam Ltd. Equipment Chowk, Central Avenue, Post Box No.37, Bhilai-490 001 (C.G).

(निवेदित माथुर)/ (NIVEDIT MATHUR)

वरिष्ठ प्रबंधक(सा.प्र.)/ SR.MGR(MM)

<p><b>फेरो स्क्रेप निगम लिमिटेड</b> (भारत सरकार का उपक्रम) इक्विपमेंट चौक, सेंट्रल एवेन्यू पोस्ट बॉक्स सं.37 भिलाई-490 001 (छ. ग.) (वेबसाइट - www.fsnl.nic.in)</p>	<p><b>FERRO SCRAP NIGAM LIMITED</b> (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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**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 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 शर्तें 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. निविदाकर्ता को उपरोक्त उल्लिखित सभी 3 अनुभागों को 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 निविदाकर्ता के अधिकृत हस्ताक्षरकर्ता द्वारा हस्ताक्षरित होना चाहिए और नाम तथा पदनाम के साथ इस निविदा के तकनीकी और वाणिज्यिक भागों की स्वीकृति का टोकन के रूप में सील मुहर 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 and commercial parts of this tender.

6. निविदा के खंड "ए" और खंड "बी" को सील बंद 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** 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-1 में नहीं दिखनी चाहिए :- प्रत्येक कार्य के लिए मूल्य/दर खंड"स" में दिखाया जाना चाहिए और एक अलग मुहर बंद कवर में डाल दिया जाना चाहिए जिसे "भाग-2: मूल्य बोली" के रूप लिफाफे के ऊपर लिखा जाना 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 तथा सील मुहर के 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 मुहर बंद कवर को एक साथ रखा जाना चाहिए और एक बड़े लिफाफे में सील मुहर बंद कर दिया जाना चाहिए, जिस पर संबंधित निविदा इन्क्वारी संदर्भ संख्या तथा नियत दिनांक का उल्लेख किया 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 (C.G.)

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 खोलने के समय भाग लेने के लिए प्राधिकृत पत्र के साथ अपने अधिकृत प्रतिनिधि को नियुक्त कर सकते हैं।  
Tenderers if so desired, may depute their authorised representative with letter of authority to attend this tender opening.
11. निविदा जो क्रम संख्या (2) से (9) के अनुसार 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.
12. इस निविदा के खंड “ए”, “बी” और “सी” में किसी भी शर्तों का अनुपालन नहीं करने से भी निविदा रद्द हो सकती है।  
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](http://www.fsnl.co.in) for future participation in tenders after enlistment. Vendors who are already enlisted with FSNL can only participate in this tender.**

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

**SECTION -A**

**Job :-** To carryout following activities for various department at Corporate Office, Bhilai (C.G.) for a period of 1 (one) year w.e.f. 01-04-2024 to 31-03-2025.

S/n.	Job Activity	Dept.	No. of Activity per day	No. of Activity in a year
1.	<p><b><u>Specialized Major Activities :-</u></b></p> <ul style="list-style-type: none"> <li>To operate and maintain Light Motor Vehicles at FSNL Corporate office.</li> <li>To perform routine check-up of the assigned vehicles.</li> <li>Safety drive assigned office vehicles by following rules and regulations as per Motor Vehicle Act and to perform all related activities.</li> </ul>	P&A	2	624
2.	<p><b><u>Specialized Major Activities :-</u></b></p> <ul style="list-style-type: none"> <li>To perform secretarial work, typing, taking dictation, maintain office, data entry, record keeping and preparation of reports in computerized system and other computer related job.</li> <li>To perform general duties of Office Assistant and other assigned activities.</li> </ul>	Operation	1	312
		Maintenance	1	312
		MM	5	1560
		F&A	6	1872
		Rajbhasha	1	312
		P&A	4	1248
3.	<p><b><u>Major Activities :-</u></b></p> <ul style="list-style-type: none"> <li>To carryout major activities of routine check-up and maintenance of electrical systems and appliances at office, Guest House and immediately report any repairs, if required. Should be well versed with the office equipment like transformer, generator etc.</li> <li>Trace, diagnose and rectify faults, ensuring systems and appliances are in a safe condition, highlight any electrical problems to allow the appropriate action to be taken and other related activities to ensure safe work environment.</li> </ul>	P&A	1	312



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

S/n.	Job Activity	Dept.	No. of Activity per day	No. of Activity in a year
4.	<b>Major Activities :-</b> <ul style="list-style-type: none"> <li>To carryout major activities of operate paper recycling machine unit.</li> <li>To perform general duties of Office Assistance and other assigned activities.</li> </ul>	P&A	1	312
		Maintenance	1	312
5.	<b>Major Activities :-</b> <ul style="list-style-type: none"> <li>To carry out major activities of maintenance of the gardens at Corporate Office and bungalows of eligible officers to ensure it meets specific requirements and expectations.</li> <li>Perform basic maintenance such as cutting the grass, emptying bin, managing weed control and leaf raking etc. plant and nurture new trees, flowers and various plants. Ensure maintenance of a clean garden.</li> <li>Should be well versed in operating garden equipment and machineries.</li> <li>To carryout major activities of maintaining cleanliness and housekeeping of entire office premises and inside area the office.</li> </ul>	P&A	8	2496
6.	<b>Assistance in Major Activities :-</b> <ul style="list-style-type: none"> <li>Assistance in major activities of office work, responsible for housekeeping of office, paper/ file movement, serving beverages, helping the staff in misc. activities and to perform all the rated and assigned tasks.</li> </ul>	P&A	2	624



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

S/n.	Job Activity	Dept.	No. of Activity per day	No. of Activity in a year
7.	<p><b><u>Assistance in Various Activities :-</u></b></p> <ul style="list-style-type: none"> <li>Assisting in cleaning and housekeeping of office canteen.</li> </ul>	P&A	1	312
8.	<p><b><u>Assistance in Various Activities :-</u></b></p> <ul style="list-style-type: none"> <li>Assisting in operation and maintenance of paper recycling machine.</li> </ul>	P&A	3	936
9.	<p><b><u>Assistance in Various Activities :-</u></b></p> <ul style="list-style-type: none"> <li>Assisting in maintenance of the garden at Corporate Office, MD's Bungalow and Guest House.</li> <li>Perform basic maintenance such as cutting the grass, emptying bin and leaf raking, work with hand tools and basic light machinery such as plant vehicles and small diggers etc.</li> <li>Cleaning toilets of the office, maintaining sanitation and performing other assigned activities.</li> <li>Assisting in sweeping and housekeeping of office premises, dusting of all office furniture and office equipment, filling of drinking water in the respective department etc.</li> </ul>	P&A	9	2808
10.	<b>Total no. of Activities</b>		<b>46</b>	<b>14352</b>



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

**Note :-**

1. Tenderers are requested to visit our site and meet the Operating Authority (OA) to ascertain the job before submitting the offer.
2. L-1 shall be evaluated on totality basis.
3. The above activities will be carried out from **9:00 A.M.** to **5:00 P.M.** working hours on all days excluding Sundays and National Holidays.
4. The payment will be based on the actual activity executed, certified by P&A department.
5. Please refer to the terms & conditions in the **Section-B** enclosed herewith and confirm each point in your quotation.
6. Bidders may visit our Corporate Office between **9 AM to 5 PM** on working days (**except 2nd & 4th Saturdays and Sundays**) for any clarification before submitting the offers.
7. Each page should be signed by authorised signatory of the tenderer and name & designation should be mentioned along with rubber stamp/seal of the tenderer as a token of acceptance.



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



**SECTION-B**

**TERMS & CONDITIONS**

1. The job mentioned at **Section-A** is to be done at our FSNL Corporate Office, Bhilai, on all working days in "G" shift including Sundays and holidays (or as per requirement) as detailed at **Section-A**.
2. **Validity of tender :-** Tender must be valid for a period of **120 days** from the date of opening of techno-commercial bid.
3. **Rate :-** The rate quoted by the tenderer against departmental estimate shall be based on the minimum wages as applicable on the date of opening of tender as per latest State Govt./Central Govt./Steel Plant notification and inclusive of all State and Central statutory obligations.

In case of any increase/decrease in minimum wages as specified by the State Govt./Central Govt./Steel Plant from time to time, the rate shall be accordingly increased/ decrease for payment to labour but profit elements and overhead etc. shall remain unchanged in absolute terms.

4. **Validity of work order :-** The work order shall be valid for a tentative period of **12 months** from the date mentioned in work order and it may be renewed for further period of one/two years on satisfactory performance and mutual agreement. However, FSNL reserves the right to terminate the work order giving 15 days notice without assigning any reason(s) whatsoever and /or incurring liability thereby.
5. **Discount :-** Discount to be provided on department estimate. The total scope of work shall remain firm during the work order period.
6. **Quantity :-** Quantity mentioned in the tender is indicative and it may increase or decrease and payment will be made on actual quantity executed. Depending on the need, ordered quantity shall be increased or decreased during the contract period.
7. **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".

8. **GST :-** Tenderer has to confirm % of GST applicable with HSN/SAC Code as per **Annexure-III & IV**. FSNL will reimburse on submission of Invoice(s) in accordance with GST Act / Rules. You shall be paid GST at applicable rate which must reflect in GST Portal & in case FSNL is not able to avail ITC (Input Tax Credit) due to non-compliance of any provisions specified under GST Act/Rule, by you, any interest, penalty, Tax Payable by FSNL & loss of ITC to FSNL shall be recovered from you. You must invariably submit GST Compliance INVOICE & in case of Liquidated Damage is applicable; GST on LD will also be recovered from you. Any other tax applicable for the job as per government guidelines will be paid/ recovered from the party.
9. **Preference to "Make in India" :-** Preference to Make in India will be given as per **Annexure-V**.



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

10. **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- VI enclosed**) on their letter head with seal and signature of authorized person alongwith offer.
11. **Commencement of Job :-** The above job should commence immediately on receiving confirmation from our side and job will be for a tentative period of one year. FSNL reserves the option to cancel the work order in its entirety by giving 15 days notice.
12. **Surveillance of job :-** Your job will be monitored by our Corporate Office, Bhilai.
13. **Location :-** There shall be no change in rates in the event of change in location in the premises of FSNL Corporate Office, Bhilai.
14. **Security deposit :- 97%** of each monthly running bill shall be paid **within 30 days** as stipulated in the clause on payment mentioned elsewhere in this enquiry. **Balance 3%** of each bill will be retained as Security Deposit. Security deposit will be refunded within 30 days after satisfactory execution of this work along with the final bill duly certified by the authorized representative of FSNL other wise this amount will be forfeited in case of unsatisfactory performance.
15. **Mobilization advance :-** No mobilization advance shall be payable by FSNL.
16. **Safety Appliances :-** The safety appliances such as helmet, safety boots, hand gloves etc. shall be provided by the tenderer at his cost to the workmen engaged by him for the job.
17. **Supervision, Insurance & Safety appliances :-** All cost towards supervision, insurance and safety appliances are to be borne by the successful tenderer.
18. **MODE OF MEASUREMENT :-**
  - 18.1 Mode of measurement means execution of jobs listed in scope of work as detailed in **Section-(A)- SCOPE OF WORK**, on daily basis for all working days in a month.
  - 18.2 A daily/shift wise work fulfilment schedule as per the prescribed format will be maintained by the tenderer. Depending upon the requirement, activity along with its frequency will be assigned during the day/shift. Completion status of each activity will be verified by the Operating Authority or his representative. The document will be duly signed by the tenderer's representative and operating authority's representative.
  - 18.3 While certifying the activity as executed or completed, following parameters will be considered:
    - a) There should not be any instance of delay occurred due to mal operation or reasons attributable to party.
    - b) There should not be instance of in adequate resource deployment in designated place.



Date :  
Signature :  
Name (in block letter) :  
Designation :  
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- 18.4 For each activity desired points and earned points will be calculated considering on actual achievement.
- 18.5 The job done in each month (date wise) should be compiled in the measurement book from the daily / shift wise work fulfilment schedule.
- 18.6 For the case where continuous activity is required for all days in a month excluding Sundays & National Holidays the number of days in a month for calculating score points to be taken accordingly [For Example shown below] :-

As the mode of measurement depends on the satisfactory performance of the activity which ultimately results in score points, hence payment against monthly RA bills shall be made against the score points obtained subject to the usual deduction and other deductions, if any. Total score points for each category of **Section-A** is detailed below :-

1.	<b>P&amp;A Dept. :-</b>		
(A).	Specialized Major Activities	=	06 Points
(B).	Major Activities	=	10 Points
(C).	Assistance in Major Activities	=	11 Points
(D).	Assistance in Various Activities	=	04 Points
<b>Total Points</b>			<b>= 31 Points</b>

2.	<b>Operation Dept. :-</b>		
(A).	Specialized Major Activities	=	01 Points
<b>Total Points</b>			<b>= 01 Points</b>

3.	<b>Maintenance Dept. :-</b>		
(A).	Specialized Major Activities	=	01 Points
(B).	Major Activities	=	01 Points
<b>Total Points</b>			<b>= 02 Points</b>

4.	<b>MM Dept. :-</b>		
(A).	Specialized Major Activities	=	05 Points
<b>Total Points</b>			<b>= 05 Points</b>

5.	<b>F&amp;A Dept. :-</b>		
(A).	Specialized Major Activities	=	06 Points
<b>Total Points</b>			<b>= 06 Points</b>

6.	<b>Rajbhasha Dept. :-</b>		
(A).	Specialized Major Activities	=	01 Points
<b>Total Points</b>			<b>= 01 Points</b>

Measurement of each activity mentioned above is to be maintained separately. However, mode of measurement is shown below as example for Specialized Major Activities i.e. **18.6- 1 (A)**.



Date :  
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(a). If number of working days in a month is 26, the maximum score point obtained will be 156 i.e. (26 days x 6 Points per day) according to the mode of measurement. Therefore,

(i). 100% payment will be done if the score point obtained is in between 156-150 i.e. (25 days x 6 Points).

(ii). If the score point obtained is below 150, the payment will be done proportionately, for example. If the score point obtained in 26 days is 149.

i.e. 1st to 10th of month = 60 points  
11th to 20th of month = 60 points  
21st to 31st of month = 29 points  
Total = 149 points

Then payment will be done for  $(149/156) * 100 = 95.51$ .

(b). If number of working days in a month is 25, the maximum score point obtained will be 150 according to the mode of measurement. Therefore,

(i). 100% payment will be done if the score point obtained is in between 150-144.

(ii). If the score point obtained is below 144, the payment will be done proportionately, for example, if the score point obtained in 25 days is 143 :  $(143/150) * 100 = 95.33\%$  payment will be done.

(c). If number of working days in a month is 24, the maximum score point obtained will be 144 according to the mode of measurement. Therefore,

(i). 100% payment will be done if the score point obtained is in between 144-138.

(ii). If the score point obtained is below 138, the payment will be done proportionately, for example, If the score point obtained in 24 days is 137:  $(137/144) * 100 = 95.14\%$  payment will be done.

(d). Similarly score points will be applicable for actual working of days in a month.

Final payment shall be made after successful completion of the contract.

**Special Conditions :-**

In case of a situation arising wherein there shall be no jobs to be done in the work area, Operating Authority shall intimate **in writing to** the tenderer to stop deployment of manpower for specific period i.e. no of days/Shift and this information shall be communicated to the tenderer at least 2 days in advance. Accordingly, the quantity corresponding to day/shift will be reduced **and measurement done as per 18.6**. For the duration when no manpower shall be deployed neither payment shall be done by FSNL nor any deduction shall be made from the tenderer's bill.



Date :  
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**For Example :-**

<b>Work Order No. :-</b>							
S/n.	Various Activities	Date	Planned Activity for the day	No. of Activity Executed	Unexecuted Activity for the day	Sign. of vendor	Sign. of FSNL
1.	<b>P&amp;A Deptt. :-</b>						
	[A]. Specialized Major Activities						

S/n.	Various Activities	Date	Planned Activity for the day	No. of Activity Executed	Unexecuted Activity for the day	Sign. of vendor	Sign. of FSNL
1.	<b>P&amp;A Deptt. :-</b>						
	[B]. Major Activities						

S/n.	Various Activities	Date	Planned Activity for the day	No. of Activity Executed	Unexecuted Activity for the day	Sign. of vendor	Sign. of FSNL
1.	<b>P&amp;A Deptt. :-</b>						
	[C]. Assistance in Major Activities						

S/n.	Various Activities	Date	Planned Activity for the day	No. of Activity Executed	Unexecuted Activity for the day	Sign. of vendor	Sign. of FSNL
1.	<b>P&amp;A Deptt. :-</b>						
	[D]. Assistance in Various Activities						

S/n.	Various Activities	Date	Planned Activity for the day	No. of Activity Executed	Unexecuted Activity for the day	Sign. of vendor	Sign. of FSNL
2.	<b>Operation Deptt. :-</b>						
	[A]. Specialized Major Activities						

S/n.	Various Activities	Date	Planned Activity for the day	No. of Activity Executed	Unexecuted Activity for the day	Sign. of vendor	Sign. of FSNL
3.	<b>Maintenance Deptt. :-</b>						
	[A]. Specialized Major Activities						

S/n.	Various Activities	Date	Planned Activity for the day	No. of Activity Executed	Unexecuted Activity for the day	Sign. of vendor	Sign. of FSNL
3.	<b>Maintenance Deptt. :-</b>						
	[B]. Major Activities						



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S/n.	Various Activities	Date	Planned Activity for the day	No. of Activity Executed	Unexecuted Activity for the day	Sign. of vendor	Sign. of FSNL
4.	<b>MM Dept. :-</b>						
	[A]. Specialized Major Activities						

S/n.	Various Activities	Date	Planned Activity for the day	No. of Activity Executed	Unexecuted Activity for the day	Sign. of vendor	Sign. of FSNL
5.	<b>F&amp;A Dept. :-</b>						
	[A]. Specialized Major Activities						

S/n.	Various Activities	Date	Planned Activity for the day	No. of Activity Executed	Unexecuted Activity for the day	Sign. of vendor	Sign. of FSNL
6.	<b>Rajbhasha Dept. :-</b>						
	[A]. Specialized Major Activities						

19. **Payment :-** Payment shall be made on monthly basis. **97%** payment against your monthly running Bill shall be made within 30 days from the date of submission of your bill along with the documents duly certified by concerned Deptt. Heads towards executed Activity during the month and certification of P&A Head confirming observance of all statutory obligation including payment of monthly wages to the workers and deposit of ESI & Provident Fund contribution i.e. own contribution as well as employees contribution as applicable. **Balance 3%** of each monthly running bill shall be retained towards security deposit as stated in the clause on "Security Deposit" as mentioned elsewhere in this tender enquiry.

19.1 Payment will be made against monthly RA bill subject to usual deductions.

19.2 Payment for the item = percentage Monthly Execution (as per **18.6**)- Rate per lot deduction if any (as per **19.3**).

19.3 **Deduction clause :-** If percentage compliance of execution (PCE) of activity for a given month is equal or less than 80% due to reasons attributable to tenderer then deduction shall be made from the corresponding executed percentage value of the item, for executing less than minimum permissible level as specified below.

- i). More than 80%  
Nil (100% payment against executed activity)
- ii). More than 70% and less than or equal to 80% 10% of that Item value
- iii). More than 60% and less than or equal to 70% 15% of that Item value
- iv). More than 50 % and less than or equal to 60% 25 % of that Item value
- v). More than 30% and less than or equal to 50% 50% of that Item value
- vi). Less than or equal to 30% 100 % of item value



Date :  
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**Example :-**

- 1). If percentage compliance of execution of an item in an item is 76%, then payment entitled for that month for that item shall be:  
76% of that item value - 10% of that item value = 66% of that item value
- 2). If percentage compliance of execution of an item in an item is 67%, then payment entitled for that month for that item shall be: 67% of that item value - 15% of that item value = 52% of that item value.

20. **Banker's Details :-** The tenderer should state their Banker's name, Branch Account No., PAN No. and IFS code reference & also submit GST CERTIFICATE. Our GST No. is 22AAACF7443D1Z4.
21. **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.
22. **Risk Purchase :-** In the event of tenderers failure to execute the work order in accordance with the provision thereof, FSNL reserves the right to get the work done through any alternate agency at the risk and cost of the tenderer and to recover from the tenderer the entire amount of extra expenditure incurred in connection with the execution of work through an alternative agency from money due or that may become due to the tenderer without prejudice of any other right or remedy available to him. Besides being liable for payment of compensation of as stated above, the tenderer may be debarred from undertaking any work order from FSNL for such period as may be decided by FSNL.
23. **Labour License :-** Labour License if required shall have to be submitted by the tenderer. The original may also have to be produced for verification if desired by FSNL.

In case, the tenderer has to engage 20 or more workmen at a time on a day, such tenderer has to get his establishment registered under the Contract Labour (R&A) Act. 1970 and he has to obtain Labour license from State Govt. and submit a copy of the same to FSNL, otherwise the work order may be terminated.

24. **Statutory Obligation :-** Tenderers shall be entirely responsible for all safety measures and Central & State Govt. a statutory obligation relating to the payment of wages, minimum wages, provident fund, workmen compensation for accident and IOW, medical aid, bonus, Insurance etc. as applicable in respect of the workers engaged by you in this job with NO LIABILITIES WHATSOEVER shall be attached to Ferro scrap Nigam Limited should FSNL be required to meet any of the liabilities of the tenderer it shall be within the right of FSNL to recover the same from any amount outstanding at the particular time or may become due to the contractor at any time.
25. **Accident or Injury to Workmen :-** FSNL shall not be liable for or in respect of any damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the tenderer any sub-tenderer and the tenderer shall indemnify and keep indemnified the FSNL against all such damages and compensation and against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect or in relation thereto.



Date :  
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26. **Labour Rules etc.:-** In respect of all labour directly or indirectly employed on the Works, the tenderer shall comply with all legislations and rules of State and /or Central Government or other local authority governing the protection of health, sanitary arrangements, wages, welfare and safety applicable for labour employed on building and constructions works. The Minimum Wages Act, 1948, ESI ACT 1948 , as amended from time to time, Contract Labour (Regulation & Abolition ) Act 1970 and other Statutory obligation with regard to minimum wages, welfare, amenities and safety measures, maintenance of register etc. will be deemed to be part of the contract. The tenderer shall take out necessary Licence under the Contract Labour (Regulation & Abolition) Act, 1970 within the time limit allowed by the appropriate Government and on his falling to do so, the Contract shall automatically come to an end immediately on the expiry of such time limit and the earnest money/security deposit shall stand forfeited.
27. **Reporting Accidents to Labour :-** The tenderer shall be responsible for the safety of all employees and / or workmen employed or engaged by him on and in connection with the work and shall report to FSNL and other local authorities concerned, all cases of serious accidents howsoever caused and wherever occurring on the works and shall make adequate arrangements for rendering immediately all possible aid to the victims of the accidents.
28. **ESI ACT :-** The tenderer shall at all times indemnify FSNL against all claims for compensation under the provision of the ESI ACT 1948, as amended from time to time or any other Law for the time being in carrying out the contract and against all cost and expenses incurred by FSNL in connection therewith and (without prejudice to and other means of recovery). FSNL shall be entitled to deduct from any money due or to become due to the tenderer all moneys paid or payable by FSNL by way of compensation aforesaid or for costs or expenses in connection with any claim thereto and the tenderer shall abide by the decision of FSNL as to the sum payable by the tenderer under the provision of this clause.
29. **Police Verification :-** The tenderer is required to submit police verification report for each and every workmen before engaging them on the job of FSNL.
30. **Age Limit of Labour :-** The age limit for employment of Manpower shall be in strict accordance with the existing Labour Rules & Regulations. You should ensure at any point of time none of your employee is minor and they must be in sound health & mind.
- The tenderer should not engage manpower below 18 years of age for executing of the work awarded to him.
31. **Returns For Statutory Engagement of Labour :-** The tenderer shall submit returns in such form and at such interval as the engineer may prescribe showing numbers of different labour employed on the works from time to time by the tenderer. All statutory returns required as per prevailing labours laws(state/central) shall be submitted by the tenderer within the stipulate time to the respective authority.
32. **Supervision :-** The tenderer shall have to engage adequate number of manpower for supervision of the above work to ensure proper workmanship and good quantity work, which is a part of the scope of work.



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The tenderer has to depute his representative/ every day to meet the officer-in-charge for assignment of job & sort out the shortfalls, if any. The tenderer shall bring activity book/record to the officer-in-charge on daily basis for allotment of jobs and submit the activity book/ record for verification of activities executed. The activity book shall be available at the work site.

The tenderer shall be entirely responsible for safety and good conduct of the manpower deployed by him during the execution of the contract.

If any worker deployed by the tenderer is found working prejudicial in the interest of the company, then the services of the worker should be terminated by the tenderer immediately and that worker will not be allowed to work in FSNL.

FSNL reserve the right to not allow any worker whose activities are prejudicial in the interest of FSNL.

**Note :-**

- a. Any statutory contribution which FSNL will have to make shall be to your account.
- b. The tenderer shall maintain wage card, attendance register nominal master rolls and all other documents required under labour law and employees state insurance act, and shall produce these for verification whenever demanded by FSNL.
- c. Tenderer should also ensure to provide various benefits to his workmen like leave etc. in accordance with the provisions of various acts.
- d. You should ensure proper notice to your workmen before retrenchment and compensation is paid for the same.

33. **Force Majeure :-** If at any time during the currency of the Contract, the performance in whole or in part by either party of any obligation under this Contract shall be prevented or delayed by reasons of War, Hostility, Acts of Public Enemy, Civil Commotion(s), Sabotage, Fire(s), Flood(s), Explosion(s), Epidemic, Quarantine Restrictions, Acts of State or Acts of God, hereinafter referred to as eventualities, then the Contract period will get extended for the period of Force Majeure, provided Notice of the happenings of any such eventualities is given, supported by a certificate of appropriate authority or Chamber of Commerce by either party to the other within 15 days from the date of occurrence thereof. Neither party shall by reason of such eventualities be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such non-performance or delay in performance. Work under this contract shall resume as soon as practicable after such eventualities have come to an end or ceased to exist and the decision of the Company as to whether the work has to be resumed shall be final and conclusive. Should one or both parties be prevented from fulfilling their contractual obligations by state of Force Majeure lasting continuously for a period of at least three months, the parties shall consult each other regarding further continuation of the Contract.

34. **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.



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"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".

35. **Security & Safety of your manpower :-** Security & Safety of tenderer's manpower will be responsibility of the tenderer.
36. **Subletting :-** Tenderer shall not without prior approval of FSNL in writing assign to any other party/parties, the whole/part of the work. Even where such approval is granted by FSNL tenderer shall not be relieved of his obligations/responsibility.
37. **Dispute :-** For any dispute, the decision of FSNL will be final and binding on you.
38. **CPF code :-** You should submit duly attested copy of your CPF code no. issued by Regional Provident Fund Commissioner (RPFC) to Admn. Dept. of our FSNL, Bhilai Unit.
39. **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.
40. FSNL reserve the right to accept or reject any or all tenders in full or part without assigning any reasons thereof or incurring any liability thereby.
41. **Environment, health and safety of the organization :-** The execution of the job as stipulated in this enquiry should not adversely affect the environment, health and safety of the organization.
42. **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.
43. **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.
44. **Conditions for debaring a contractor :-** FSNL reserves the right to debar a tenderer/ contractor from participating in future tenders of FSNL or banning of business with FSNL, as deemed fit, along with forfeiture of SD under the following (but not limited to) conditions :-
1. Withdrawal of offer after the last day & time of tender submission and within the offer validity period.
  2. Failure to mobilize for the work :- The tenderer does not mobilize and start work on the scheduled date or within reasonable period.



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3. Failure to adhere to the time schedule of work :- Time schedule indicated by executing engineers will be complied every week and default in adhering to schedule will have to be reported to HOD for necessary action. Depending on the requirements HOD may initiate debarring proposal.
  4. Failure to make labour payment on time atleast twice in a contract.
  5. In case of any serious offence committed by the party : e.g.- sabotage, fraud, theft of company property etc. any time during execution of work, debarring process starts immediately.
  6. Failure to execute the contract as per the scope of work stated in the contract.
45. **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](http://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 Anil Kumar Ganeriwala,**  
Address :- J-65, 2<sup>nd</sup> Floor, Saket,  
New Delhi- 110 017.  
E-mail- anilganeriwala86@gmail.com

46. **Acceptance of terms & conditions :-** Please confirm acceptance of all terms & conditions of techno-commercial bid. Non compliance of any terms & conditions of this tender may lead to rejection of the tender.
47. **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) :  
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## **ANNEXURE-I**

### **STATUTORY OBLIGATIONS :-**

#### **The tenderer should comply with following Statutory Obligations :-**

- a). The tenderer shall maintain records, registers, and returns in r/o workers engaged by him as required under various statutes and or prescribed by FSNL, which has to be produced by tenderer as and when demanded.
- b). Tenderer should possess valid contract labour license for engaging such workers for the job.
- c). Tenderer must possess the P.F.(Provident Fund) Code Number duly issued by the competent authority.
- d). The tenderer should deduct P.F. Contributions from the wages of the persons to be engaged by him and deposit the same in the individual's P.F. Account, together with tenderer matching contribution, every month, and submit the proof thereof along with the bills submitted by tenderer every month for payment.
- e). The tenderer should follow the provisions of ESI Act/Rules & should have valid ESI registration paper.
- f). The tenderer should ensure proper compliances of the safety provisions like safety helmet, safety shoe etc. for the persons engaged by him on work.
- g). The tenderer should follow the provisions of the Act/Rules that may be applicable to you during the execution of the contract.
- h). The tenderer should disburse wages to the workmen within the prescribed time limit, in order to avoid any complications, and submits a proof thereof together with the bill every month.
- i). Tenderer will have to produce below listed documents whenever demanded:
  - i). Copy of monthly returns in Form No.5, 10 & 12A.
  - ii). Annual returns in Form as 3A & 6A.
  - iii). Combined challans for A/c No.1, 2, 10, 21 & 22.
  - iv). P&L A/c and Balance sheet:



Date :  
Signature :  
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## **ANNEXURE- II**

### **COMPLIANCE OF STATUTORY LAWS AND OTHER REGULATIONS :-**

The tenderer shall be entirely responsible for observance of all Central and State Government Statutory obligations relating to payment of wages, provident fund , workmen compensation for accident and IOW , Medical aid, bonus, Insurance and leave applicable in respect of their workers engaged in this job.

Throughout the performance of the contract the tenderer will comply with all the laws, rules, regulations and statutory requirements / obligations of central / state Government and other statutory bodies applicable at site for the job. FSNL shall not be liable for any action of the statute applicable due to non- fulfillment of the statutory obligation.

The tenderer shall abide by the provision of Factories Act of the State Govt. Factories rules.

### **OBLIGATION OF THE TENDERER :-**

1. The tenderer shall get himself registered with the concerned authorities as provided under various applicable Acts and shall be directly responsible to such authorities for compliance with the provision thereof.
2. By way of illustration of various acts as stated in the contract, the following acts or any amendment thereof shall be complied with by the tenderer.
  - i). Employees Provident Fund Act 1952 & EPS, 1955
  - ii). Contract Labour Act (Regulation and abolition Act 1970)
  - iii). Minimum Wages Act 1936
  - iv). Payment of Wages Act 1936
  - v). Workman's Compensation Act 1923
  - vi). ESI Act 1948 and regulations
  - vii). Payment of Bonus Act., 1965.

### **SAFETY AND SECURITY :-**

- a). The tenderer shall take all safety precautions and provide adequate supervision in order to do the job safely and without causing any damage to the property of FSNL.
- b). The tenderer shall be fully responsible for observing all environmental protection and observance of safety rules pertaining to the job work.
- c). The tenderer shall be fully responsible for accidents caused due to them or their agent's negligence or carelessness in regard to the observance of the safety requirements and shall be liable to pay compensation for injuries.
- d). The tenderer shall ensure that, all safety appliances such as safety boots, helmets, safety glasses, aprons, safety belts etc. as per requirement of the job is provided to the employees engaged by them at their own cost and the workmen at work use the safety appliance as per requirements for their safety.



Date :  
Signature :  
Name (in block letter) :  
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**ANNEXURE-III FOR GST**

Please indicate the @..... % of GST applicable and provide copy of GST Registration Certificate. Tenderers are requested to provide following information for GST Compliance :-

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



Date :  
 Signature :  
 Name (in block letter) :  
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**ANNEXURE- IV**

**INFORMATION FOR GST COMPLIANCE :-**

1. The tenderer should confirm regarding submission of appropriate return of GST will be filed in time to enable FSNL to claim Input Tax Credit.
2. The tenderer should ensure the payment of GST intime to enable FSNL to claim Input Tax Credit.
3. Confirmation that any loss of Input Tax Credit arising from non-compliances on account of tenderer will be compensated by the tenderer to FSNL.
4. The tenderer will be under the obligation for invoicing correct tax rate as prescribed under the GST law to FSNL.
5. 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. Quality 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 alongwith the name of State, in case of supply in course of inter-state trade or commerce;
  - n. Address of the billing where the same is diffirent from the place of supply;
  - o. Signature or digital signature of the supplier or his authorized representative on Invoice;
6. 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.
7. 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.
8. 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.

**All the above Terms & Conditions are acceptable to us.**



Date :  
Signature :  
Name (in block letter) :  
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**ANNEXURE - V**

**PREFERENCE TO “MAKE IN INDIA”**

**1. Eligibility of Class-I Local Supplier/Class-II Local Supplier/Non-Local Suppliers” for different types of procurement.**

- (a). In procurement of all goods, service or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only ‘Class-I Supplier’ as defined under this clause, shall be eligible to bid irrespective of purchase value.
- (b). In procurement of all goods, services or works not covered by sub-para 1(a) above and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure. Only Class-I Local Supplier and ‘Class-II Local Supplier, as defined under the Clause, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, ‘Non-Local Suppliers’ shall also be eligible to bid along with Class-I Local Suppliers’ and ‘Class-II Local Suppliers’.
- (c). For the purpose of this clause, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

**2. Purchase Preference :-**

- (a). Purchase preference shall be given to Class-I Local Supplier in procurements undertaken by procuring entities in the manner specified here under.
- (b). In the procurements of goods or works, which are covered by Para 1(b) above and which are divisible in nature, the ‘Class-I Local Supplier’ shall get purchase preference over ‘Class-II Local Supplier’ as well as ‘Non-Local Supplier, as per following procedure:
- (i). Among all qualified bids, the lowest bid will be termed as L1. If L1 is ‘Class-I Local Supplier, the contract for full quantity will be awarded to L1.
- (ii). If L1 bid is not a ‘Class-I Local Supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the ‘Class-I Local Supplier will be invited to match the L1 price for the remaining 50% quantity subject to the Class-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.

- (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.



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- (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 it comes to the notice of other procurement entities.

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

Notwithstanding anything contained in paragraph 2, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Clause. However, it shall be ensured by procuring entities that procurement is not spilt for the purpose of avoiding the provisions of this clause.

**Definition for this purpose will be :-**

"Local Content" means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.



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**‘Class-I Local Supplier’** means a supplier or service provider, whose goods, services or works offered for procurement, has local content equal to or more than 50%, as defined under this clause.

**‘Class-II Local Supplier’** means a supplier or service provider, whose goods, services or works offered for procurement has local content more than 20% but less than 50%, as defined under this clause.

**‘Non-Local Supplier’** means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than or equal to 20% as defined under this clause.

**‘L1’** means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

**‘Margin of Purchase Preference’** means the maximum extent to which the price quoted by a “Class-1 Local Supplier” may be above the L1 for the purpose of purchase preference. The margin of purchase preference shall be 20%.

**Specifications in Tenders and other procurement solicitations :-**

Procuring entities shall endeavor to see that eligibility conditions including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of ‘Class-I Local Supplier/Class-II Local Supplier’ who would otherwise be eligible, beyond what is essential for ensuring quality or credit-worthiness of the supplier.

**All the above terms & conditions are acceptable to us.**



Date :  
Signature :  
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**ANNEXURE- VI**

**(On the letter head of organization)**

Date :

To,  
Ferro Scrap Nigam Limited  
Unit.....  
Address.....

**Sub.-:** Declaration regarding not being a "Specified Person" as per Sections 206AB and 206CCA of the Income Tax Act 1961.

Sirs,

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

**Accordingly it is declared as under :-**

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

**Or in case of a proprietary concern :-**

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

**Or in case of an Individual:-**

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

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

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

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

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 2023-24	Asst.Year 2022-23
i.	ITR Form No.		
ii.	Status		
iii.	Filed u/s		
iv.	e-acknowledgement No.		
v.	Date of Filing		
vi.	IP Address		
vii.	DSC Details		
viii.	Aggregate TDS/TCS		

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

Thanking you

Yours faithfully,  
For & on behalf...  
(Name &Designation of the Signatory)

**Enclosures:**

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

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



Date :  
Signature :  
Name (in block letter) :  
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**ANNEXURE-VII**

**CHECK LIST**

1.	Whether copy of latest valid Labour license enclosed:	:-	Yes/No
2.	Whether copy of P.F. registration enclosed:	:-	Yes/No
3.	Whether Annexure-III & IV for GST compliance submitted in your offer:	:-	Yes/No
4.	Whether copy of GST registration Enclosed:	:-	Yes/No
5.	Whether copy of ESI registration enclosed:	:-	Yes/No
6.	Whether latest notification No. Issued by C.G. Govt. or contract cell of BSP, given for considering Minimum wages while submitting your offer:	:-	Yes/No
7.	Whether all the pages of Section A & B stamped & Signed:	:-	Yes/No



Date :  
 Signature :  
 Name (in block letter) :  
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**SECTION- C**

**PRICE BID**

[I]. **Job :-** To carryout following activities for various department at Corporate Office, Bhilai (C.G.) for a period of 1 (one) year w.e.f. 01-04-2024 to 31-03-2025.

S/n.	Description	No. of Activity per day	Departmental Estimate (In Rs.) [Without GST]
1 (A)	(i). Specialized Major Activities for various department at Corporate Office as per job title shown in <b>Section-A</b> to this enquiry.	20	<b>Rs. 778.00</b> <b>(Rupees Seven Hundred Seventy-Eight Only)</b>
	(ii). Discount in .....% on Sl.No. (i)		Rs. _____ (Rupees in words)
	(iii). After Discount Per Activity Rate (Rs.) of Sl.No. (i) – (ii)		Rs. _____ (Rupees in words)
	(iv). Total Discounted Amount (Rs.) for <b>6240 Activities [i.e. 20 x 312] in a year</b>		Rs. _____ (Rupees in words)
1 (B)	(i). Major Activities for various department at Corporate Office as per job title shown in <b>Section-A</b> to this enquiry.	11	<b>Rs. 731.00</b> <b>(Rupees Seven Hundred Thirty-One Only)</b>
	(ii). Discount in .....% on Sl.No. (i)		Rs. _____ (Rupees in words)
	(iii). After Discount Per Activity Rate (Rs.) of Sl.No. (i) – (ii)		Rs. _____ (Rupees in words)
	(iv). Total Discounted Amount (Rs.) for <b>3432 Activities [i.e. 11 x 312] in a year</b>		Rs. _____ (Rupees in words)
1 (C)	(i). Assistance in Major Activities for various department at Corporate Office as per job title shown in <b>Section-A</b> to this enquiry.	2	<b>Rs. 683.00</b> <b>(Rupees Six Hundred Eighty-Three Only)</b>
	(ii). Discount in .....% on Sl.No. (i)		Rs. _____ (Rupees in words)
	(iii). After Discount Per Activity Rate (Rs.) of Sl.No. (i) – (ii)		Rs. _____ (Rupees in words)
	(iv). Total Discounted Amount (Rs.) for <b>624 Activities [i.e. 2 x 312] in a year</b>		Rs. _____ (Rupees in words)



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S/n.	Description		No. of Activity per day	Departmental Estimate (In Rs.) [Without GST]
1 (D)	(i).	Assistance in Various Activities for various department at Corporate Office as per job title shown in <b>Section-A</b> to this enquiry.	13	<b>Rs. 643.00</b> <b>(Rupees Six Hundred Forty-Three Only)</b>
	(ii).	Discount in .....% on Sl.No. (i)		Rs. _____ (Rupees in words)
	(iii).	After Discount Per Activity Rate (Rs.) of Sl.No. (i) – (ii)		Rs. _____ (Rupees in words)
	(iv).	Total Discounted Amount (Rs.) for <b>4056 Activities [i.e. 13 x 312] in a year</b>		Rs. _____ (Rupees in words)
2.	Sub- Total Amount (Rs.) without GST of Sl.No. 1 (A) + Sl.No. 1 (B) + Sl.No. 1 (C) + Sl.No. 1 (D)			Rs. _____ (Rupees in words)
3.	Goods & Service Tax @ _____% Extra on Sl.No. (2)			Rs. _____ (Rupees in words)
4.	Grand Total Amount (Rs.) with GST of Sl.No. (2) + (3)			Rs. _____ (Rupees in words)

L-1 status shall be evaluated on totality basis i.e. Sl.No. 1 (A) + Sl.No. 1 (B) + Sl.No. 1 (C) + Sl.No. 1 (D).

**Note :-**

1. The tenderer is required to quote the highest discount in percentage that can be offered on the departmental estimate.
2. The bidder providing highest discount will be the L-1 bidder i.e. for example if one bidder has given 5% discount and second bidder has given 10% discount the bidder with 10% discount will be the L-1 bidder.
3. In the event of getting similar L-1 rate from more than one bidder then all the L-1 bidders shall be called for rate negotiation and contract shall be awarded to L-1 bidder emerging out of such negotiation.
4. The bidders not quoting any discount or quoting discount at 0%, will be taken as, they have quoted at par with departmental estimate.
5. Offers received with rates higher than the departmental estimate shall be liable for rejection.

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