



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)	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”	

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एकल निविदा /SINGLE TENDER

इन्क्वायरी संदर्भ संख्या एफ.सी/ENQUIRY REF.NO. FC/4141/2021 दिनांक/DATE: 07-10-2021

Dear Sirs,

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

Due date for receiving the quotations on or before **18-10-2021 by 2.30 PM** and will be opened at **3.00 P.M** on the same day.

Supply of Internet Lease Line as per Annexure-A of this Enquiry.

Sl	Name of office	Address	Bandwidth Requirement	Recurring Charges for the period from 08-11-2021 to 07-05-2022 without GST (in Rs.)
1	BOKARO UNIT	Ferro Scrap Nigam Ltd. Inside Bokaro Steel Plant, Post Bag No.19, Bokaro, Pin: 827001 ,Jharkhand.	4 Mbps	Rs._____
2	BURNPUR UNIT	Ferro Scrap Nigam Ltd. Inside IISCO's works premises, Post Bag No.20, Burnpur, Pin: 713325, West Bengal.	4 Mbps	Rs._____
3	DURGAPUR UNIT	Ferro Scrap Nigam Ltd Inside Durgapur Steel Plant, Post Bag No.8, Durgapur, Pin:713203, West Bengal.	4 Mbps	Rs._____
4	Total recurring charges without GST (in Rs.) [Sl. No. (1) to (3)]			Rs._____
5	GST @ _____ % on Sl. No.(4)			Rs._____
6	Total Amount with GST [Sl. No,(4) + (5)]			Rs._____

NOTE:-

- 1) Please refer to the Terms & Conditions in the separate **Annexure-B** enclosed herewith and confirm each point in your offer.
- 2) 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.
- 3) 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.

(निवेदित माथुर)/ (NIVEDIT MATHUR)

वरिष्ठ प्रबंधक(सा.प्र.)/SR.MGR(MM)

ANNEXURE-A

1. Requirements of FSNL

To supply 4mbps Internet Leased Line connections for Bokaro, Burnpur and Durgapur units.

Internet Leased Line Requirement Matrix

Sr. No	Name of office	Address	Bandwidth Requirement
1	BOKARO UNIT	Ferro Scrap Nigam Limited Inside Bokaro Steel Plant, Bokaro, Pin:827001,Jharkhand.	4 Mbps
2	BURNPUR UNIT	Ferro Scrap Nigam Limited Inside IISCO's works premises, Post Bag No.20,Burnpur,Pin:713325,West Bengal.	4 Mbps
3	DURGAPUR UNIT	Ferro Scrap Nigam Limited Inside Durgapur Steel Plant, Post Bag No.8,Durgapur,Pin:713203,West Bengal.	4 Mbps

2. Scope & Specifications:

FSNL Corporate Office will be the hub location & the other locations (units) will be the sub locations.

1. Supply of 4mbps Internet Leased Line in a complete Managed Network Service model covering all the hardware, software, licenses, management necessary for these services.
2. In case of RF Connectivity proposed by the service provider, the service provider has to obtain the necessary permissions from all concerned authorities to install the infrastructure.
3. Supply, Installation and configuration of WAN equipment like routers, modems, last mile equipment etc. should be borne by the tenderer to provide the solution. FSNL will not provide any additional charges for hardware (Antenna, Tower, Mux, router, NTU, modem, cable etc.) and software's. The prices quoted shall be considered inclusive for hardware and software required for connectivity.
4. Tenderer shall provide 24 X 7 X 365 basis Internet connectivity for all FSNL location.
5. The tenderer is expected to do a complete site survey for feasibility for positioning of the terminating equipment. They should clearly state the equipment that will be deployed with its physical, electrical & any other related requirement.
6. The Tenderer will have to monitor the network till FSNL's router on a real time basis and for this purpose, restricted read-only SNMP access to the routers at the locations will be provided subject to compliance with the FSNL's security requirements.
7. The Tenderer shall use the suitable IP addressing schema in coordination with existing Network Integrator and FSNL IT team.
8. All equipment used in providing the connectivity and provided network should be supported IPV6.
9. The tenderer should provide 4 Mbps (1:1 uncompressed and unshared) Internet Leased line at all five location. Bandwidth Availability: 4 Mbps (1:1 uncompressed and unshared) Internet bandwidth (upload/download) at all time. Bandwidth availability of less than 4 Mbps (1:1 uncompressed and unshared) at any given point of time will be considered as downtime and accordingly, penalty for downtime will be deducted from the quarterly/half yearly/annual bill (as the case may be) raised by the tenderer.

Date:

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

10. FSNL is using core FSNL application in addition to latest business/communication applications and technology. Service provider shall assure flow of data without any hassles.
11. The licensing and installation requirement for equipment to be installed for commissioning the link shall be the responsibility of the tenderer. In case of any equipment failure after the link being operational, the faulty equipment needs to be replaced by the tenderer within day, free of cost to ensure continuity of service.
12. Bandwidth increase/decrease (if necessary) should be provided at no installation and hardware cost.
13. The best IT security practices that the FSNL will be looking forward to be necessarily adopted are as under. These will have to be complied during the contract.

A. Device Management

- The devices should be hardened according to latest Secure Configuration
- Access of devices should be provided to authorize users based on IP, MAC, etc.
- Devices should be physically secured.

B. Security of traffic flow

- Prevention mechanism for attacks/hackers.
- Secure IP Routing should be used.

14. The links at the Data Centre shall terminate on a Router/ Switch of FSNL. The Tenderer will be responsible for providing the connectivity up to the device. Laying of cables up to the device shall be the responsibility of the tenderer.
15. All clearances, wherever required, in respect of the mast/pole/antenna from any government/local/statutory bodies etc. like SAIL, RINL Plant authority, municipal corporations, airport authorities are the responsibility of the tenderer.
16. Tenderer shall maintain the connectivity at each location on 24*7 basis and shall rectify the defect by pro-active monitoring and automated call initiation to maintain the connectivity. Tenderer has to provide manual call registration process and escalation matrix also to the FSNL to be used in case of any complaint for which automated ticket is not generated.
17. The Tenderer shall provide on line portal to monitor the site wise uptime and Bandwidth utilisation with login for every Unit Office and Corporate Office.
18. Tenderer has to ensure safe delivery of the equipment up to the designated place of installation. Any transit insurance, permission, taxes, labour, tools and tackles, road permit etc., if required for the same, shall be arranged by the Tenderer at no extra cost to the FSNL.
19. Tenderer shall not charge any additional commercials for migrating the network from IPv4 to IPv6 as and when advised by the FSNL.
20. Any other equipment which are not mentioned in this RFP but are required for making the Units/ office live on the network via wired/wireless link shall be provided by the selected tenderer at no extra cost to the FSNL.
21. Separate earthing, civil work (including building of platform) or any other support including hole in the wall for cabling providing the connectivity shall be provided by Tenderer. During the contract period, if equipment's gone faulty (due to earthing) it would be the responsibility of the tenderer to replace the same without any extra cost to the FSNL.
22. The tenderer will be responsible for any injury cause to any person during the implementation of project or any activity as mentioned in scope of work during the entire contract period.
23. The Tenderer will be responsible for any damage to infrastructure of the FSNL during the implementation of project or any activity as mentioned in scope of work during the entire contract period and bear the cost of replacement of such infrastructure.

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

24. Network availability should be more than 99.5% uptime per month.
25. If the services are not found satisfactory, FSNL reserves the right to cancel the contract by giving one month notice.

3. Traffic details

- a. The basic services that are used on FSNL network are ;
 1. IP Messaging
 2. Http, Https
 3. SNMP, ICMP, FTP, Telnet, SSH
 4. Internet
- b. Advanced services
 1. IP Telephony
 2. Video Conferencing

4. Deliverables

- 5.1 Committed 4Mbps Internet Leased line connectivity for ordered locations.
- 5.2 Supply, installation, integration with FSNL network and maintenance of network equipment's at all locations.
- 5.3 The tenderer should submit the monthly report of all the link w.r.t all SLA parameters to FSNL latest by 5th day of next month.
- 5.4 The tenderer should be able to provide online portal access for viewing real time health of the link, bandwidth utilization, uptime/downtime and all other SLA parameters.

5. Note: The Tenderer is advised to visit the sites and study/ ascertain the quantum of job involvement before submitting their offer.

Date:

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

TERMS & CONDITIONS

- 1) **Firm price**:-The price(s) quoted should remain firm through complete execution.
- 2) **Validity**:-The quotation should be valid for a period of **90 days** from the date of opening of the techno-commercial bids.
- 3) You have to supply Internet Leased Line as per **Annexure-A** of this enquiry.
- 4) **GST**: Tenderers are requested to provide GST details as per **Annexure-I & II**.
- 5) **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.

- 6) **Preference to “Make in India”**: - Preference to Make in India will be given as per **Annexure-III**. Tenderer have to submit signed and stamped Annexure III.
- 7) **Declaration Under Income Tax Act 1961 :-** To comply with Section 194 Q, Section 206AB & 206 CCA of Income Tax Act 1961, all vendors have to mandatorily submit the filled in Declaration Form (**Annexure- V enclosed**) on their letter head with seal and signature of authorized person alongwith offer.
- 8) The tenderer may authorize their channel partner/authorised dealer/distributor for submitting the offer on behalf of them. They have to submit the copy of letter of authorisation along with the offer and copy of the same to be emailed to us directly.
- 9) **Commissioning & After Sales Service**:- Supply of internet lease line shall be arranged by the successful tenderer free of cost at our respective locations. Please note that FSNL shall neither provide accommodation and transportation to the Service Engineer nor bear any cost towards these.

Tenderers should have after sales service set up in respective locations with trained engineers to attend any problem within 24 hours of receiving intimation. The tenderer should specifically confirm acceptance of this condition. The offer without these details shall be rejected.

Please indicate your office address/address of your authorised channel partner / dealer etc. who will commission the devices and who will provide the after sales & service in the following format :-

<u>Location</u>	<u>Commissioning to be done by</u>	<u>Service will be provided by</u>
i) Burnpur(W.B.)		
ii) Bokaro (Jharkhand)		
iii) Durgapur (W.B.)		

- 10) **Manuals/Leaflets**:- Manual(s) for the said device should be given free of cost and is/are to be supplied with the devices.
- 11) Please confirm that the tenderer shall provide after sales service free of cost for warranty period and against AMC after expiry of warranty period.
- 12) **Trainings**:- The tenderer will have to educate the IT staff of FSNL to operate the related equipment and associated software. This training has to be arranged by the Tenderer at FSNL Corporate Office, Bhilai.
- 13) **Warranty**:-
 - i) The Devices should be fully warranted from the date of commissioning. Please indicate the warranty period in your offer. In case of any defects are reported/noticed during the warranty period, the same shall be rectified by you to providing suitable replacement(s). The to and fro transportation cost, if any, for such replacement(s) shall also be borne by you free of cost.
 - ii) All certificate, licences, warranties and other documents in respect of the Hardware & software supplied under the order shall be issued only in the name of “ FERRO SCRAP NIGAM LIMITED.

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

- 14) **Payment :-** 97% payment against your 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. Balance 3% of bill shall be retained towards security deposit as stated in the clause on “Security Deposit” as mentioned elsewhere in this tender enquiry.
- 15) **Banker’s Details:-** Tenderer are requested to state **Banker’s Name, Branch, Account No., PAN No. & IFS Code** for remittance of payment through NEFT/RTGS.
- 16) **Performance Bank Guarantee:-** The tenderer will be required to submit a Bank Guarantee equivalent to 3% of the Invoice Value of the order, towards satisfactory performance of the system valid for the warranty/guarantee period which will be applicable from the date of commissioning. Alternatively, the successful tenderer should agree for retention of 3% of the value of the order until the warranty period. Either of the two options should be confirmed.
- 17) **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.
- 18) Quantity shown in our tender may be increase or decrease, depending on our requirement.

19) **Delivery Time and Liquidity Damage:**

Tenderer should implement Internet Leased Line connectivity at all five units within 4 Weeks from the date of issue of Work Order. FSNL would carry out acceptance testing at each location before declaring it as “Final commissioned”. Tenderer shall ensure the delivery and installation Internet Leased Line at the FSNL’s location within stipulated time . Failing to deliver and install within stipulated time shall attract LD as per work order. The timeline for the delivery and operationalization of link is as follows:

Sr. No	Description	Timeline
1	Internet leased Line	10 Weeks

20) **Uptime and Penalties:**

The network provided by the tenderer will be used for accessing applications viz. IIMS, Webmail Services, Online Appraisal System, Internet, E-procurement, CCTV, MIS etc. or any website on public network. The Tenderer shall be responsible for ensuring the high uptime i.e. 99.50% on monthly basis, separately for each location failing to maintain the same will lead to following penalty.

Sr. No	Uptime	Penalty per month per link
1	= > 99.5 %	No Penalty
2	< 99.5 and => 98.5	5% on monthly bill
3	< 98.5 and => 97	10% on monthly bill
4	< 97 and => 95	25% on monthly bill
5	Below 95%	50% on monthly bill

There will be no planned downtime during Business Hrs (i.e. 9.00 AM to 6.00 PM). However FSNL will allow planned downtime during Non-Business Hrs for maintenance activities. Tenderer will inform to FSNL for downtime at least one week in advance and FSNL will allow the same depending on its business requirement. Planned downtime permitted by FSNL will not be considered for penalty calculations.

Following will be excluded while calculating the down time:

1. Down time due to reason attributed to FSNL.
2. Down time due to force majeure like Earth quake, Natural calamities, Riots and major power outage.

- 21) **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.

Date:

Signature :
 Name (in block letters) :
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- 22) **Dispute:-** 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 the tenderer.
- 23) **Arbitration:-**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 given in pursuance thereof shall be binding on the parties.
- 24) **Environment, health and safety of the organization:-** The supply of materials/execution of the job as stipulated in this enquiry should not adversely affect environment, health and safety of the organization.
- 25) **Conditional Offer:-** Quotations containing any other conditions other than those stated herein will be treated as conditional offer, and shall be liable for rejection.
- 26) **Tender acceptance:-**Ferro Scrap Nigam Limited 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 reasons whatsoever.
- 27) **Subletting :-** The 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.
- 28) **Removal of doubts :-** In respect of any matter concerning the working under the work order, not specifically provided on the work order, the decision of the competent authority of FSNL shall be conclusive and binding on the tenderer.
- 29) **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.
- 30) **Blacklisting :-** The tenderer hereby declares that they have never been blacklisted and/or there were no debarring action against them by any Govt. organization/ CPSE/ Court. Further vendors who are found blacklisted at any later stage their bid/offer shall be liable for cancellation.

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

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

- 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 letters) :
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 letter) :
Designation :
Rubber Stamp of the Co. :

ANNEXURE-II

Following undertaking is to be provided by Contractor/ vendor's at the time of submission of quotation :-

1. (a) We agree to do all things not limited to providing GST invoices or other documentation as per GST law relating to the above supply, payment of taxes, timely filling of valid statutory returns for tax period on the Goods and Service tax portal etc. that may be necessary to match the invoice on GST common portal and enable FSNL to claim input tax credit in relation to any GST payable under this Agreement or in respect of any supply/ service under this agreement.
- (b) In case the Input Tax Credit of GST is denied or demand is recovered from FSNL on account of any non-compliance by the vendor/supplier/contractor, including non-payment of GST charged and recovered, the contractor shall indemnify FSNL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such non-compliance.
- (c) Contractor/Vendor shall maintain high GST compliance rating track record at any given point of time.
- (d) The Contractor/ Vendor shall avail the most beneficial notification, abatements, exemptions etc., if any, as applicable for the supplies/services under the Goods and Service Tax.
2. Any invoice issued in favour of FSNL shall contain the following particulars:-
 - a. Name, address and GSTIN of the supplier;
 - b. Serial number of the invoice;
 - c. Date of issue;
 - d. Name, address and GSTIN of the recipient (FSNL Unit/C.O)
 - e. Name and address of the recipient and the address of the delivery, along with the State and its code,"
 - f. HSN code of goods or Accounting Code of services;
 - g. Description of goods or services;
 - h. Quantity in case of goods and unit or Unique Quantity Code thereof;
 - i. Total value of supply of goods or services or both;
 - j. Taxable value of supply of goods or services or both taking into discount or abatement if any;"
 - k. Rate of tax (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);"
 - l. Amount of tax charged in respect of taxable goods or services (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);"
 - m. Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce;"
 - n. Address of the billing where the same is different from the place of supply.
 - o. Signature or digital signature of the supplier or his authorised representative on Invoice.
3. GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner:-
 - a. The original copy being marked as ORIGINAL FOR RECIPIENT;
 - b. The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
 - c. The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.
4. GST invoice shall be prepared in duplicate, in case of supply of services, in the following manner :-
 - a. The original copy being marked as ORIGINAL FOR RECIPIENT; and
 - b. The duplicate copy being marked as DUPLICATE FOR SUPPLIER.
5. In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details as prescribed in the GST Acts 2017 read with GST Rules, 2017.
6. For the purpose of the above mentioned requirements, the contractor/vendor shall provide necessary documents as may be necessary and shall allow inspection of the same to concerned authorities.

All the above terms & Conditions are acceptable to us.

Date :

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

ANNEXURE – IV

PREFERENCE TO “MAKE IN INDIA”

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

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

2. Purchase Preference :-

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

Date :

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

- (iii). In case such lowest eligible 'Class-I Local Supplier' fails to match the L1 price, the 'Class-I Local Supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I Local Supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d). "Class-II Local Supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

Verification of Local Content :-

- (a). The Class-I Local Supplier/ 'Class-II Local Supplier at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class-I Local Supplier/ 'Class-II Local Supplier, as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- (b). In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I Local Supplier/ 'Class-I Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- (c). Decision on complaints relating to implementation of this Clause shall be taken by the competent authority which is empowered to look into procurement related complaints relating to the procuring entity.
- (d). False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- (e). A supplier who has been debarred by any procuring entity for violation of this Clause shall not be eligible for preference under this Clause for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which is comes to the notice of other procurement entities.

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

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.

'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.

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

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

Specifications in Tenders and other procurement solicitations :-

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

All the above terms & conditions are acceptable to us.

Date :

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

(On the letter head of organization)

Date :

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

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

Sirs,

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

Accordingly it is declared as under :-

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

Or in case of a proprietary concern :-

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

Or in case of an Individual:-

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

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

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

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

Date :

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

3. It is hereby declared that I/We have filed our tax returns for the last two assessment years, the details of which are as under:

	Particulars	Asst.Year 2020-21	Asst.Year 2019-20
i.	ITR Form No.		
ii.	Status		
iii.	Filed u/s		
iv.	e-acknowledgement No.		
v.	Date of Filing		
vi.	IP Address		
vii.	DSC Details		
viii.	Aggregate TDS/TCS		

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

Thanking you

Yours faithfully,

For & on behalf...

(Name &Designation of the Signatory)

Enclosures:

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

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

Date :

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