



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

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पूर्व योग्यता खुली नि वदा सूचना सं / PRE-QUALIFICATION OPEN TENDER (PQT) NOTICE

No.TN-01/2022-23 Date: 10.06.2022

1. Pre-qualification Tender Document down loaded by : - M/s.....
2. Last Date & Time of submission of pre-qualification tender. :- 11.07.2022 by 2.30 p.m.
3. Date & Time of Pre-qualification tender opening. :- 11.07.2022 at 3.00 p.m.
4. Name of work for which pre-qualification tenders called. :- As shown in the **Section-A**.
5. Place of submission and opening of pre-qualification tender. :- Office of: -
AGM(MM)
Ferro Scrap Nigam Ltd.,
Equipment Chowk,
Central Avenue,
Post Box.No.37,
Bhilai 490 001 (CG).

(G.SARASWAT)
AGM(MM)

INSTRUCTIONS TO THE TENDERER

I. Document Contents: -

- i) Description and general scope of work for which this pre-qualification tender notice has been issued are stated in **Section-A**.
- ii) Details/Documents required to be submitted by the tenderers in order to qualify in the pre-qualification tender are given in **Section-B**.
- iii) Offers received in non-compliance to either **Section-A** or **Section-B** shall be summarily rejected.

II. Submission of pre-qualification documents: -

- i) All the details asked in Section-B of this tender pertaining to the work shown in Section-A should be submitted in a sealed cover superscribing "PRE-QUALIFICATION TENDER FOR PROVIDING MODULE OF EQUIPMENTS ON HIRE" to the following address latest by **2.30 P.M. on 11.07.2022**.

Asstt. General Manager (MM)
FERRO SCRAP NIGAM LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
EQUIPMENT CHOWK, CENTRAL AVENUE, POST BOX NO.37
BHILAI - 490 001 (C.G.)

- ii) Pre-qualification offers received shall be opened on **11.07.2022** at **3.00 P.M.** at our Corporate Office in Bhilai. Authorised representative of the tenderer having letter of authority may attend the tender opening, if so desired.

GENERAL CONDITIONS:

1. This empanelment of vendors shall be generally valid for a period upto 3 years and FSNL reserves the right to extend/terminate the validity period without assigning any reasons and/or incurring any liability thereby.
2. FSNL reserves the right to accept/reject any or all tenders without assigning any reason(s) and/or incurring any liability thereby.
3. In addition to the credentials as sought vide **Section-A & Section-B** of this tender document, FSNL may also take into consideration the past performances of tenderers who have worked with FSNL at any period of time.
4. FSNL reserves the right of seeking information regarding capability and performance of tenderers from the Companies in which the tenderers have executed works.
5. Those who are submitting the tender through format downloaded from our web-site, should enclose demand draft for ₹ 500/- in favour of Ferro Scrap Nigam Ltd., payable at Bhilai towards cost of the pre qualification tender papers.
6. The vendors who are enlisted with us are also required to submit offers with all documents as per tender format to enable them to get registered, as the earlier registration ceases from the date of finalization of empanelment under this pre-qualification tender.

(G.SARASWAT)
AGM(MM)

SECTION-A

- I Applications are invited from the vendors owning fleet of Equipments as indicated under technical criteria suitable for assisting in carrying out various jobs as and when required by FSNL at different sites inside Steel Plants located at Rourkela (Odisha), Burnpur (W.B), Bhilai (C.G), Nagarnar (C.G.), Bokaro (Jharkhand), Durgapur (W.B), Visakhapatnam (A.P), Salem Steel Plant, Salem (TN) & Arcelor Mittal Nippon Steel India Ltd., Hazira (Gujarat) or at any other Steel Plant/Plants having iron/steel making facilities in India as per requirement.
- 1.0 Interested vendors may enlist for any one or more categories or for all the three categories i.e. category (A), (B) and (C) depending on the composition fleet of equipment the tenderers are owning as indicated under technical criteria.
 - 2.0 The equipment so hired with operating & maintenance personnel has to work under the day to day planning & supervision of FSNL site engineers & other deployed personnel.
 - 3.0 Tenderers qualified in this pre-qualification tenders, will be issued limited tender enquiries for providing equipments on hire for assisting in carrying out various category of jobs subject to satisfactory performance during the period of empanelment upto 3 years. The name of the empanelled agency may be deleted in case of non response in consecutive 3 tender enquiries without any valid reason, at the discretion of FSNL.
 - 4.0 Capacity of equipments indicated under each category are minimum. Similar equipments with higher capacity will also be considered for qualification criteria.
 - 5.0 The supply of module of equipment is inclusive of POL and other charges (including maintenance) so as to ensure proper running of the equipments during the working hours.

II Technical Criteria for enlistment:**For Category(A):-**

The tenderer should own the following "essential equipments" and these equipments should be in running condition. In case of "support equipments" the tenderer should own or lease or Tie-up arrangement for 3 years and the equipments should be in running condition.

Essential Equipment (Own): -

- | | |
|---|-----------|
| a) 70 Ton capacity Magnet Crane with Drop Ball of Min 8MT Capacity: - | 2 Nos. |
| b) Tyre Mounted Crane 10/12 Ton | :- 2 Nos. |
| c) Tipper 16 Ton Capacity (i.e., having GVW 25 Ton or above) | :- 6 Nos. |
| d) Tipper 21 Ton Capacity (i.e., having GVW 31 Ton or above) | :- 4 Nos. |
| e) Wheel loader 1.5 to 2.0 Cu. mtr. bucket capacity | :- 1 No. |
| f) 45 Ton Class Hydraulic Excavator | :- 1 No. |
| g) 30 Ton Class Hydraulic Excavator | :- 1 No. |
| h) 20 Ton Class Hydraulic Excavator | :- 2 Nos. |
| i) Dozer 175 HP/(D-80 or equivalent) | :- 1 No. |

Support Equipments (Own/Lease/Tie-up)

- | | |
|--|-----------|
| a) Tyre Mounted Crane 15 Ton | :- 1 No. |
| b) 20 Ton Class Hydraulic Excavator | :- 2 Nos. |
| c) Flat Bed Trailers 10 Ton to 20 Ton carrying capacity | :- 1 No. |
| d) Tipper 16 Ton Capacity (i.e., having GVW 25 Ton or above) | :- 4 Nos. |
| e) Wheel loader 1.5 to 2.0 Cu.mtr. bucket capacity | :- 1 No. |

Skilled Technical Team for Category (A):

The Tenderer should have highly skilled Technical Personnel like Fitter, Electrician, Welder, Turner, Operator, Rigger for operation and maintenance of HEMM, EOT Crane, Hydraulic Press, Tundish Tilter, Hot/Cold repair of Tap Holes, Slag/Metal Ladles, Emergency Containers etc. Tenderers should provide self-certification of having the above technical personnel working with them in their letter head.

For Category (B)

- I. The tenderer should own the following "essential equipments" and these equipments should be in running condition. In case of "support equipments" the tenderer should own or lease or Tie-up arrangement for 3 years and the equipments should be in running condition.

Essential Equipment (Own):

a)	30 Ton Class Hydraulic Excavator	:-	1 No.
b)	20 Ton Class Hydraulic Excavator	:-	1 No.
c)	Wheel Loader 1.5 to 2 cu.m. bucket capacity	:-	1 No.
d)	Tyre Mounted Crane 10/12 Ton capacity	:-	2 Nos.
e)	Tipper 16 Ton Capacity (i.e., having GVW 25 Ton or above)	:-	4 Nos.

Support Equipment (Own/Lease/Tie-up):

a)	Tipper 16 Ton Capacity (i.e., having GVW 25 Ton or above)	:-	4 Nos.
b)	Flat Bed Trailers 10 Ton to 20 Ton carrying capacity	:-	1 No.
c)	Wheel loader 1.5 to 2.0 Cu.mtr. bucket capacity	:-	1 No.

For Category (C):

- I. The tenderer should own the following "essential equipment" and these equipment should be in running condition. In case of "support equipment" the tenderer should own or lease or Tie-up arrangement for 3 years and the equipment should be in running condition.

Essential Equipment (Own)

a)	10/12 Ton capacity Tyre Mounted Crane	:-	1 No.
b)	Tipper 16 Ton Capacity (i.e., having GVW 25 Ton or above)	:-	4 Nos.
c)	Wheel Loader 1.5 to 2 cu.m. bucket capacity	:-	1 No.

Support Equipment (Own/Lease/Tie-up):

a)	Wheel Loader 1.5 to 2.0 Cu.mtr. Bucket capacity	:-	1 No.
b)	Tipper 16 Ton Capacity (i.e., having GVW 25 Ton or above)	:-	2 Nos.

Note:-

- 1) For empanelment jobs under Category-A, B & C the equipments viz., Wheel Loaders & Tippers should not be more than 10 years old as on 31-03-2022, the equipment over 10 years old shall not be considered for fulfilling eligibility criteria.
- 2) Upon empanelment, the tenderers may require to increase/decrease the equipments or deploy additional category of equipments depending on the requirement of the job over and above the equipment shown in each category under this pre-qualification tender.
- 3) In case of lease, either lessor or lessee can only participate in the pre-qualification open tender process for A, B, C category. Both the parties cannot participate.
- 4) In case of Tie-up arrangement either party can only participate in the pre-qualification tender for category A, B & C. Both the parties cannot participate.

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SECTION-B

- 1) (i) CPF Code - CPF code is a must for all categories. Copy of CPF code allotted by the relevant RPFC authority to be submitted. If any work is awarded through tender process, monthly/bi monthly/annual returns submitted to RPFC office has to be submitted to FSNL on regular basis. Those tenderer(s) who do not possess CPF code in their own name shall not be considered for enlistment.
- (ii) Copies of G.S.T. Registration to be furnished.
- (iii) Copies of ESI registration certificate to be furnished
- 2) Registration of Firm:- Copies of valid registration with GOVT./ SAIL/ RINL/other PSUs/Integrated Steel Plants for similar nature of supplying equipment on hire to assist in executing of jobs may be submitted.
- 3) Minimum eligibility for single order
value executed by the tenderer :- Minimum value for Category (A) : Rs. 40.00 lakhs
during any one of the last 6(six) Yrs.:- Minimum value for Category (B) : Rs. 20.00 lakhs
:- Minimum value for Category (C) : Rs. 10.00 lakhs

Copies in support of clause 3 are required to be submitted.

- 4) Minimum eligibility of Average
Annual Financial Turnover during :- For Category (A) : Rs. 2.00 Crores
Last 3 Years ending 31st March 2021 :- For Category (B) : Rs. 1.00 Crores
:- For Category (C) : Rs. 20.00 Lakhs

Note: The tenderer is required to submit self-attested photocopies & the audited & signed Profit & Loss statement and Balance Sheet of the Firm/Organisation for the last three consecutive financial years.

- 5) (i) The tenderers should have Experience in executing the work orders for supplying equipment on hire in executing jobs in the field of Iron & Steel Scrap Processing and slag handling by mechanical means inside integrated steel plants or Iron & Steel making facilities or removal & transportation of Overburden/Ore in open cast mines for Category A.
- (ii) For B & C Category -The tenderers should have Experience in executing the work orders for supplying equipment on hire.

Note: - Photo copies of contracts/orders along with work completion certificates clearly indicating the value of order executed in last 6 years and the scope should be enclosed in support of the experience.

- 6) Hiring Contracts/orders currently under execution and period upto which the same are valid. :- Statement along with copies of such hiring contracts/orders to be furnished.
- 7) Satisfactory performance certificate in support of the orders executed during last 6 years.
- 8) Detailed list of equipments owned by tenderer duly supported by copies of ownership documents, as applicable for the respective categories mentioned above should be submitted along with certification from the tenderer that the equipments are in running condition and can be shown to FSNL, if desired by FSNL.
- 9) (i) The following document(s) shall be considered valid as proof of ownership of equipment.
 - a) Copy of invoice from OEM clearly indicating make, model and equipment and name of the buyer.
 - b) Duly audited accounts for the financial year 2020-21 showing list of equipment with value in the Fixed Asset Schedule.
 - c) In case of purchase of second hand equipments, invoice/bill, delivery challan and copy of invoice of Seller in favour of tenderer and documents evidencing the transfer of such equipments in the name of the tenderer.
 - d) Registration book issued by the relevant State Government Authority for equipments such as Tipper(s) & Trailer(s). which should be in the name of tenderer.
 - e) For all Lifting Machines, Valid Test Certificate confirming the lifting capacity of the machine is to be provided by the tenderer.

- 9 (ii) For the equipment(s) not owned but having lease arrangement following documents are essential to be submitted.
- Duly notarized copy of lease deed and such lease deed should be valid for minimum 3 years from the date of tender opening.
 - Copies of delivery challan and invoice/bill in favour of lessor. These copies should clearly indicate type of equipment, make, model and quantity and same should tally with the lease deed.

- 9 (iii) For the equipments having Tie-up arrangement the following documents are required to be submitted.
- Tie-up arrangement on suitable stamp paper (with one or more than one party) duly notarized and should clearly indicate identification/registration number of the equipment to be hired and self-attested copies of Invoice/Sale Deed (for equipments) should be submitted by the tenderer. This Tie-up arrangement should be valid for a minimum period of 3 years from the date of tender opening.

Note: -In case of partnership firm of bidder or tie-up arrangement party, equipment should be either in the name of firm or partner. For all other cases, equipment should be in the name of bidder or proprietor.

- 10)
 - A Committee will be deployed to the premises of the tenderers for physical verification of offered equipments by the Tenderers as applicable for respective categories as per the list submitted & hence the tenderers have to ensure that listed equipment shall be made available in running condition. Tenderers are requested to keep the original ownership documents as mentioned at 9(i),9(ii) & 9(iii) above, for respective categories of Equipments for inspection by the Committee.
 - Tenderer shall list only those equipment that are in working/running condition having acceptable equipment capacity.
- 11) Tenderers are requested to submit the copies of following documents. Each page of document should be duly certified and signed by the chief of the company or authorized signatory and stamped with designation as true copy. However, during examination at our office, original documents must be produced for verification, if called for by FSNL.
- Name and full permanent postal address of the firm/company :- To be indicated.
 - Status of the firm/company :- Affidavit for proprietorship firm, Partnership deed for partnership firm, memorandum and articles of association with certificate of incorporation in case of Company.
- 12)
 - Income tax return :- Copies of last 3 years income tax returns and allotment of PAN.
 - Solvency certificate :- "Sealed" letter addressed directly to FSNL by any nationalised / scheduled bank indicating details of over-draft, cash credit limit allowed by them to the tenderer and about their financial status.
 - Annual accounts :- Annual accounts for last 3 years duly certified by Auditors alongwith audit report to be submitted (i.e., F.Y. 2018-19, 2019-20 & 2020-21)
- 13) Full name and address with telephone & fax numbers of the Directors / Partners /Proprietor as the case may be. :- To be indicated.

Note: If two firms are having common directors/partners and both the firms qualify then the firm with better resources for the work will qualify and the other firm will automatically get disqualified.

- 14) Labour License :- Copy of valid Labour License(s) to be submitted.
- 15) Tenderers may note that they are required to produce originals of the Experience Certificates and other documents, copies of which are submitted by them for verification.
- 16) Tenderers should submit the documents complete in all respect and the documents received against prequalification shall be taken as final and evaluation shall be done accordingly. No further communication shall be made with the tenderers for want of additional documents, if any.
- 17) Tenderers qualified against this prequalification tender shall be published in our website www.fsnl.nic.in
- 18) Offers of tenderers who have been directly or indirectly involved in any activity (ies) against business interests of FSNL shall be summarily rejected. A notarised affidavit in non-judicial stamp paper of value of ₹100/- has to be furnished in the AFFIDAVIT format enclosed, by the tenderer that the tenderer has not acted in any manner against the business interest of FSNL. Also tenderers who are found to be engaged in such activities at any later stage shall be summarily removed from the panel of enlisted firms/companies.
- 19) Tenderers who are found blacklisted/debarred by any other PSUs/Govt department will not be considered for registration. Also tenderers who are found blacklisted at any later stage shall be permanently removed from the enlisted panel of firms/companies. A declaration to the effect that the enlisted party is not blacklisted/banned/debarred by any Govt. Organization/CPSE/ Court needs to be submitted each time the offers are submitted during the period of enlistment.
- 20) Since this empanelment is intended for hiring of various equipment as and when needed to assist in the steel/iron scrap processing & slag handling at steel plants, the applicant has to furnish undertaking that they will not work with customers of FSNL in the field of steel/iron scrap processing & slag handling jobs by way of direct or indirect competition with FSNL. Also, the tenderers who are found to be engaged in such activities at any later stage, shall be summarily removed from the panel of enlistment and shall be debarred from empanelment for a period of 3 years. However, if any tenderer is presently working directly or indirectly with any of the customer steel plants of FSNL, the tenderer may submit list of such running contracts with the steel plants to FSNL at the time of submission of Pre-Qualification Tender for which the tenderers will be allowed to complete the said jobs.
- 21) Jurisdiction: - Disputes if any arising out of this PQT are subject to provisions of competent court having jurisdiction over Durg.
- 22) Preference to "Make in India": - Preference to Make in India will be given as per Annexure- III. Tenderers have to submit signed and stamped Annexure III. Kindly confirm the percentage of Local Content and give details of location(s) at which the local value addition is made.
- 23) Vendors Sharing Land Borders with India:- Vendors have to confirm whether they share land border with India as per Annexure IV. The vendor who share land border with India, will be eligible to bid in this tender only if they are registered with Competent Authority as detailed in Annexure IV.

(G.SARASWAT)
AGM(MM)

Check-List w.r.t Completeness of Documents for
Registration (To be filled by tenderer)

Name of the firm:
Address

Mob:
Phone:

Category Applied for:

Sl. No.	Particular of documents enclosed	YES/NO	DOCUMENTS PAGE NOS.
1	(i) PF Code Certificate (ii) GST Registration (iii) ESI Registration		
2	Copies of valid registration with GOVT/ SAIL/RINL/ other PSUs/Integrated Steel Plants for similar nature of work		
3	Minimum eligibilities for Single Contract value executed by the tenderer during any one of the last 6(Six) years. Copies in support are required to be submitted.		
A	Minimum value for Category (A) : Rs. 40.00 lakhs		
B	Minimum value for Category (B) : Rs. 20.00 lakhs		
c	Minimum value for Category (C): Rs. 10.00 lakhs		
4.	Minimum eligibility of Average Annual Financial Turnover during Last 3 Years ending 31 st March 2021. Note: The tenderer is required to submit self-attested photocopies & the audited & signed Profit & Loss statement and Balance Sheet of the Firm/Organisation for the last three consecutive financial years.		
A.	For Category (A) : Rs. 2.00 Crores		
B	For Category (B) : Rs. 1.00 Crores		
C.	For Category (C) : Rs. 20.00 Lakhs		
5	Experience in executing the work orders for supplying equipment on hire in executing jobs in the field of Iron & Steel Scrap Processing and slag handling by mechanical means inside integrated steel plants or Iron & Steel making facilities or removal & transportation of Overburden/Ore in open cast mines. Note: Photo Copies of contracts / orders along with order completion certificates clearly indicating the value of contract/order executed in last 6 years and the scope of work should be enclosed in support of the experience.		
6	Contracts/orders currently under execution and period up to which the same are valid (Statement along with copies of such contracts/orders to be furnished).		
7	Satisfactory performance certificate in support of the order executed during last 6 years.		
8	Detailed list of equipments owned/lease/Tie-up arrangement, by the tenderer duly supported by copies of ownership documents/lease agreement/Tie-up arrangement, as applicable for the respective categories should be submitted along with certification from the tenderer that the equipments are in running condition and can be shown to FSNL, if desired by FSNL.		

9 (i)	The following document(s) shall be considered valid as proof of ownership of equipments.		
a)	Copies of invoice from OEM clearly indicating make, model, equipment and name of the buyer.		
b)	Duly audited accounts for the financial year 2020-21 showing list of equipments with value.		
c)	In case of purchase of second-hand equipment invoice/bill, delivery challan and copy of invoice of Seller in favour of tenderer and documents evidencing the transfer of such equipments in the name of the tenderer.		
d)	Registration book issued by the relevant State Government Authority for equipments such as Tipper(s) & Trailer(s) which should be in the name of tenderer.		
e)	For all Lifting Machines, Valid Test Certificate confirming the lifting capacity of the machine is to be provided by the tenderer.		
9(ii)	For the equipment(s) not owned but having lease arrangement following documents are essential to be submitted.		
a)	Duly notarized copy of lease deed and such lease deed should be valid for minimum 3 years from the date of tender opening.		
b)	Copies of delivery challan and invoice/bill in favour of leaser. These copies should clearly indicate type of equipment, make, model and quantity and same should tally with the lease deed.		
9(iii)	For the equipments having Tie-up arrangement the following documents are required to be submitted.		
a)	Tie-up arrangement on suitable stamp paper (with one or more than one party) duly notarized and should clearly indicate identification/ registration number of the equipment to be hired and self-attested copies of Invoice/Sale Deed (for equipments) should be submitted by the tenderer. This Tie-up arrangement should be valid for a minimum period of 3 years from the date of tender opening. Note:- In case of partnership firm of bidder or tie-up arrangement party, equipment should be either in the name of firm or partner. For all other cases, equipment should be in the name of bidder or proprietor.		
10 (i)	Name & full permanent postal address of the firm/company		
10 (ii) (a)	Affidavit of Sole Proprietorship in original (for proprietary concern only)		
(b)	Partnership Deed (for partnership firm only)		
(c)	MoA & AoA (For companies only)		
11 (i)	Income Tax Return for the last 3 years		
(ii)	Solvency Certificate ('Sealed letter addressed directly to FSNL by any nationalized/scheduled bank indicating details of over draft, cash credit limit allowed to them to the tenderer and about their financial status)		
(iii)	Annual Accounts (Annual accounts for last 3 years duly certified by auditors along with audit report to be submitted (i.e. F.Y. 2018-19, 2019-20 & 2020-21)		

12	Full Name and address with telephone & fax numbers of Directors/Partners/Proprietor as the case may be.		
13	Labour Licence		
14	A notarised affidavit in non-judicial stamp paper of value Rs.100/- has to be submitted by the tenderer in the affidavit format enclosed		
15	Applicant has to furnish undertaking that they will not work with customers of FSNL in the field of Steel/Iron Processing and Slag Handling by way of direct or indirect competition with FSNL.		
16	Self-certification in the letter head for having technical personnel working with the vendor as shown under category (A).		

CONTRACTS/ORDERS EXECUTED DURING LAST SIX YEARS.

Sl. No.	Job Description	Work Order No. & Date	Value	Period of Work Order
1				
2				
3				
4				

Signature & Seal of Contractor

Details of equipments for category (A) (OWN/LEASE/TIE-UP)

Sl.No.	Equipment	Capacity	Year of Purchase	Quantity	Documents	Page No.
	OWN					
	LEASE					
	TIE-UP					

Details of equipments for Category (B) (OWN/LEASE/ TIE-UP)

Sl No.	Equipment	Capacity	Year Of Purchase	Quantity	Documents	Page No.
	OWN					
	LEASE					
	TIE-UP					

Details of equipments for Category (C) (OWN/LEASE/ TIE-UP)

Sl No.	Equipment	Capacity	Year Of Purchase	Quantity	Documents	Page No.
	OWN					
	LEASE					
	TIE-UP					

Signature & Seal of Contractor

On ₹ 100/- Non-Judicial Stamp Paper**AFFIDAVIT**

WHEREAS FERRO SCRAP NIGAM LTD. (in short FSNL) a Public Sector Undertaking under Ministry of Steel, Government of India. having its Registered Office at Equipment Chowk, Central Avenue, Bhilai, Dist. Durg, 490001, Chhattisgarh, have invited applications for empanelment of the willing parties in its website to work in unison in respect of the equipments proposed to be hired by them.

AND WHEREAS, in consideration of the above, I/WE, M/s(Proprietor/Partner/Limited Company) (In short "Tenderer") having its Registered office at.....is willing to apply for their empanelment.

AND WHEREAS, in term of said invitation, I/WE, M/s.....do hereby declare as under.

- (i) I/We, the said tenderer undertake that I/we have not directly or indirectly involved in any activity(ies) against the business interest of FSNL.
- (ii) I/We, the said tenderer undertake that I/we will not work with customers of FSNL in the field of Steel/Iron processing and slag handling jobs by way of direct or indirect competition with FSNL except the completion of contracts/jobs on hand as mentioned at Clause (20) of PQT.
- (iii) I/We, the said tenderer, further agree and undertake that in the event if it is found that the tenderer has acted in violation of the term of this empanelment against the PQT, I/We the said tenderer waive all our rights to agitate against the same and FSNL in its sole discretion shall cancel the registration for empanelment without any further notice/information.

I/We,.....(Proprietor, Partner, Director) of M/s.....hereby state that the statement contained in the paragraphs (i),(ii), & (iii) hereinabove are true to the best of my/our knowledge and belief and nothing has been concealed therefrom.

EXECUTED ON THIS DAY OF BEFORE THE NOTARY AT

DEPONENT

DEPONENT was identified by me

ADVOCATE

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. :

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. :

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.
- (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 split for the purpose of avoiding the provisions of this clause.

Definition for this purpose will be :-

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

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

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

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

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

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

Specifications in Tenders and other procurement solicitations :-

Procuring entities shall endeavor to see that eligibility conditions including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of ‘Class-I Local Supplier/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. :

Bidders Sharing Borders with India

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

Explanation: -

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

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

2. Model Certificates

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

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

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

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

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

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

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

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

Definition for this purpose will be: -

1. Competent Authority

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

2. Transitional Cases: -

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

Date:

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