



सीआईएन: यू27102सिटी1989जिओ1005468
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फार्मेटसं: एफएसएनएल/क्यूएफ/पीयूआर/07
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<p>फेरो स्क्रेप निगम लिमिटेड (भारत सरकार का उपक्रम) इक्विपमेंट चौक, सेंट्रल एवेन्यू पोस्ट बॉक्स सं.37 भिलाई-490 001 (छ. ग.) (वेबसाइट- www.fsnl.nic.in)</p>	<p>FERRO SCRAP NIGAM LIMITED (A GOVERNMENT OF INDIA UNDERTAKING) EQUIPMENT CHOWK, CENTRAL AVENUE POST BOX NO.37 BHILAI 490 001(C.G) (Website - www.fsnl.nic.in)</p>
<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/4009/2024 दिनांक/DATE: 27-11-2024

1.	निविदा प्रस्तुत करने की अंतिम तिथि Last date of submission of tender	:-	11-12-2024 को अपराह्न 2.30 बजे तक By 2.30 p.m. on 11-12-2024
2.	टेक्नो-कामर्शियल बिड खोलनेकी तिथि Techno-commercial bid opening	:-	11-12-2024 अपराह्न 3.00 बजे At 3.00 p.m. on 11-12-2024
3.	कार्य का नाम जिसके लिए निविदाएं बुलाई गई है Name of work for which tenders called.	:-	जैसा कि खंड-ए में उल्लिखित है As mentioned in the Section-A.
4.	निविदा प्रस्तुत करने और खोलने का स्थान Place of submission and opening of tender	:-	कार्यालय :- सहायक महाप्रबंधक (सामग्री प्रबंधन), फेरो स्क्रेप निगम लिमिटेड, इक्विपमेंट चौक, सेंट्रल एवेन्यू, पोस्ट बॉक्स सं. 37 भिलाई - 490001(छ.ग.) Office of :- Asstt.General Manager (MM), 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>फेरो स्क्रेप निगम लिमिटेड (भारत सरकार का उपक्रम) इक्विपमेंट चौक, सेंट्रल एवेन्यू पोस्ट बॉक्स सं.37 भिलाई-490 001 (छ. ग.) (वेबसाइट - www.fsnl.nic.in)</p>	<p>FERRO SCRAP NIGAM LIMITED (A GOVERNMENT OF INDIA UNDERTAKING) EQUIPMENT CHOWK, CENTRAL AVENUE POST BOX NO.37 BHILAI 490 001(C.G) (Website - www.fsnl.nic.in)</p>
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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 भाग में 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. निविदा कर्ता 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 सीलबंद 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. कीमते/दरें भाग-I में नहीं दिखनी चाहिए :-प्रत्येक कार्य के लिए मूल्य/दर खंड“स” में दिखाया जाना चाहिए और एक अलग मुहरबंद कवर में डाल दिया जाना चाहिए जिसे "भाग-2: मूल्यबोली" के रूप 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 मुहरबंद कवर को एक साथ रखा जाना चाहिए और एक बड़े लिफाफे में सील मुहरबंद 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 अधो हस्ताक्षरकर्ता के कार्यालय को भेजा जाना चाहिए: -

फेरो स्क्रेप निगम लिमिटेड
इक्विपमेंट चौक, सेंट्रल एवेन्यू
पोस्ट बॉक्स सं.37
भिलाई 490 001 (छ.ग.)

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

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

9. मूल्य निविदाएँ (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 authorized 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 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)

	<p>b) Preventive maintenance & breakdown maintenance of Engine, Gear box, Hydraulic system & other sub-assemblies of various equipment etc.</p> <p>c) Change/repair of Drag rope, Hoist rope, boom rope etc. and monitor their condition.</p> <p>d) Repair and maintenance of Air Compressor, air control valve, Roto-seal and pneumatic components.</p> <p>e) Repairing of Hoist/digging drum shaft, swing/propel clutch, Idler gear, bed gear, brake, Fairlead assembly, drive chain, gear box, main clutch, pulley etc.</p> <p>f) Repair and maintenance of undercarriage including track chain, propel chain, track adjuster, sprocket, idler etc.</p> <p>g) Repairing of tyres of dumper, tipper, loader etc.</p> <p>h) Welding, gas cutting job for repair & maintenance of equipment like bucket, blade, chassis, magnet etc.</p> <p>i) Maintenance/Repair of self-starter, alternator, lamp, indicators, auto electrical & associated job of above equipment.</p> <p>j) Maintenance/repairing of 440 V panel, LT line, wiring etc.</p> <p>k) Operation of shop equipment's like lathe, drill machine, hydraulic press, hand tools etc.</p> <p>l) In addition to above, any other job related to our HEMM if required, shall be provided by vendor(Specifically Mechanic, Auto electrician, Electrician, Fitter, Welder etc.).</p> <p>Activity per day SMA-(Mechanical 12, Electrician -07, Welder cum Gas cutter-06 and AVA-18.</p> <p style="text-align: center;">Deployment of Activities envisaged per day</p> <table style="margin-left: auto; margin-right: auto;"> <tr> <td style="padding-right: 20px;">A.</td> <td>SMA - 25 Nos. per day</td> </tr> <tr> <td>B.</td> <td><u>AVA - 18 Nos. per day</u></td> </tr> <tr> <td></td> <td><u>Total - 43 Nos. per day</u></td> </tr> </table> <p>Total Activity envisaged - SMA - 3025, AVA- 2178. (Total 5203)</p>	A.	SMA - 25 Nos. per day	B.	<u>AVA - 18 Nos. per day</u>		<u>Total - 43 Nos. per day</u>
A.	SMA - 25 Nos. per day						
B.	<u>AVA - 18 Nos. per day</u>						
	<u>Total - 43 Nos. per day</u>						
(3).	Job Title :- Support Services for Data Entry, different office activities, file and record maintenance, assistance in various activities for cleaning & other day to day support services in P&A, MM and F&A departments at FSNL Nagarnar Unit (Inside NSL).						
	<u>Activity of P&A, MM and F&A Dept. are detailed below:-</u>						
	<u>The job involves Specialized Major Activities, Major Activities and Assistance in Various Activities in A, B, or G Shifts excluding Sunday/weekly off & National Holidays :-</u>						

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

	<p><u>(A) P&A Department :-</u></p> <p>[i]. Specialized Major Activities (SMA) in P&A Dept. for Data Entry & other support services on daily basis and Operation & Maintenance of Light vehicle of office. :-618 Activity Envisaged. (6 Activity per day)</p> <p>[ii]. Assistance in Various Activities (AVA) in P&A Dept. for assistance of the cleaning of all office, workshops, toilets, gardens & surrounding areas. :-161 Activity Envisaged. (2 Activity per day)</p> <p><u>(B) MM Department (Purchase & Stores):-</u></p> <p>[i]. Specialized Major Activities(SMA) in Purchase & Stores for Data Entry, issuing of Spares, lubricants etc., receiving and placement of Store materials and proper binning etc. & other required support service as required on daily basis, Operating & maintaining Stores Pick-up as per requirement for collection and dispatch of materials from or to various vendors. :-449 Activity Envisaged. (5 Activity per day)</p> <p><u>(C) F&A Department :-</u></p> <p>[i]. Specialized Major Activities (SMA) in F&A for Data Entry & other support services on daily basis. :- 309 Activity Envisaged. (3 Activity per day)</p> <p>Deployment of Activities envisaged per day</p> <p style="padding-left: 40px;">SMA – 14 Nos. per day AVA- 2 Nos. per day Total - 16 Nos. per day</p> <p>Total Activity envisaged - SMA- 1376 & AVA- 161 (Total: 1537).</p>
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Note: -

1. Tenderers are advised to visit our site and meet the Operating Authority (OA) to ascertain the job before submitting the offer.
2. All the activity must be performed by qualified / experienced person having adequate experience in their area. FSNL can remove any person if performance is not found satisfactory.
3. All the spares required for maintenance including consumables such as diesel, lub oil, filter, diesel filter, air filter, belts hoses, ropes, coolant, grease including tools & tackles will be supplied by FSNL.
4. The vendor has to provide Personal Protective Equipment (PPE) including items like face mask, hand sanitizers, hand gloves etc to their working staff/workmen. All the workmen must wear helmets, safety shoes and other PPEs.

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 Nagarnar Unit on all working days shifts including Sundays and holidays (or as per requirement).
2. **Validity of tender:-** Tender must be valid for a period of **120 days** from the date of opening of techno-commercial bid.
3. **Validity of work order:-** The work order shall be valid upto 31.03.2025 and it may be renewed for further period on the basis of unutilized work order quantity, satisfactory performance and mutual agreement which is fully under discretion of FSNL Management. 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.
4. **Rate Discount:-** Discount to be provided on departmental estimate. The total scope of work shall remain firm during the work order period.
5. **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/decreased for payment to labour but profit elements and overhead etc. shall remain unchanged in absolute terms.
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 (GSTR2B) & incase 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. 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**.
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.

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

18.6 For the case where continuous activity is required for all days in a month including Sundays & National Holidays, the number of days in a month for calculating score points to be taken accordingly [For example Operation & Maintenance activity] :-

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.	<u>Operation :-</u>		
	(A).	Specialized Major Activities	= 126 Points
	(B).	Assistance in Various Activities	= 50 Points
	Total Points		= 176 Points

2.	<u>Maintenance :-</u>		
	(A).	Specialized Major Activities	= 25 Points
	(B).	Assistance in Various Activities	= 18 Points
	Total Points		= 43 Points

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).**

(a). If number of days in a month is 31, the maximum score point obtained will be 3906 i.e. (31 days x 126 Points per day) according to the mode of measurement. Therefore,

(i). 100% payment will be done if the score point obtained is in between 3906-3780 i.e. (30 days x 126 Points).

(ii). If the score point obtained is below 3780, the payment will be done proportionately, for example. If the score point obtained in 31 days is 3779.

i.e.	1st to 10th of month	= 1260 points
	11th to 20th of month	= 1260 points
	<u>21st to 31st of month</u>	<u>= 1259 points</u>
	Total	= 3779 points

Then payment will be done for $(3779/3906) * 100 = 96.74\%$.

(b). If number of days in a month is 30, the maximum score point obtained will be 3780 according to the mode of measurement. Therefore,

(i). 100% payment will be done if the score point obtained is in between 3780-3654.

(ii). If the score point obtained is below 3654, the payment will be done proportionately, for example, if the score point obtained in 30 days is 3653 : $(3653/3780) * 100 = 96.64\%$ payment will be done.

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

(c). If number of days in a month is 29, the maximum score point obtained will be 3654 according to the mode of measurement. Therefore,

- (i). 100% payment will be done if the score point obtained is in between 3654-3528.
- (ii). If the score point obtained is below 3528, the payment will be done proportionately, for example, If the score point obtained in 29 days is 3527 : $(3527/3654) * 100 = 96.52\%$ payment will be done.

(d). Similarly score points will be applicable for 28 number 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(A)**. 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.

For Example:-

<u>Work Order No. :-</u>							
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.	<u>Operation Deptt. :-</u>						
	[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.	<u>Operation Deptt. :-</u>						
	[B]. 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.	<u>Maintenance Dept. :-</u>						
	[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
2.	<u>Maintenance Dept. :-</u>						
	[B]. Assistance in Various Activities						

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

(c). If number of days in a month is 24, the maximum score point obtained will be 144 (24 days x 6 points) 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 : $(137/144) * 100 = 95.13\%$ payment will be done.

(d). Similarly score points will be applicable for 23 number 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 18.7(A)**. 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.

For Example:-

Work Order No. :-							
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.	<u>P&A Dept. :-</u>						
	[A]. Specialized Major Activities						
1.	<u>P&A Dept. :-</u>						
	[B]. 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.	<u>MM (Purchase & Stores) :-</u>						
	[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.	<u>F&A Dept.:-</u>						
	[A]. Specialized Major Activities						

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

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 & 18.7**)- 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

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., IFS code and PAN No. 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 have been provided.

"The party has to submit GST Compliance Invoice & in case Liquidated damage is applicable, then GST on Liquidated damage will also be recovered from the party".

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

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 contactor 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.

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.

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

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 workman 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. **Safety Training :-** You must ensure safety training and obtain safety passes from SAIL-BSP safety Department as applicable as per prevailing rules and same should be certified by our P&A Deptt.
33. **Gate Pass:-** The tenderer will make his own arrangement to obtain works entry passes for which FSNL shall give recommendation.
34. **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.

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.

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

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.

35. **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.

36. **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".

37. **Security & Safety of your manpower:-** Security & Safety of tenderer's manpower will be responsibility of the tenderer.

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

38. **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.
39. **Dispute:-** For any dispute, the decision of FSNL will be final and binding on you.
40. **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, Nagarnar Unit.
41. **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.
42. 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.
43. **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.
44. **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.
45. **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/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.
46. **Conditions for debarring 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.
 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 at least 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.

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

47. **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.fsni.nic.in). Tenderers have to sign & stamp (all pages) of the Integrity Pact (**Annexure-VII**) and submit it along with their techno-commercial offer, failing which their offer is liable for rejection

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 Independent External Monitors (IEMs) in terms of Section-8 of Integrity Pact to oversee implementation of Integrity Pact in FSNL. The details of IEMs are given below:-

Name	:-	Shri Anil Kumar Ganeriwala,	Shri Dinesh Kumar Batra,
Address	:-	J-65, 2 nd Floor, Saket, New Delhi- 110 017. E-mail- anilganeriwala86@gmail.com	G-1/106, Elegant House, Ramprastha Greens, Vaishali, Sector-7, Ghaziabad- 201 012 (U.P.) E-mail- dineshbatra11@gmail.com

48. The successful tenderer(s) has to comply to all the rules and regulation regarding labour deployment as followed at Nagarnar Steel Plant and have to obtain IR Clearance Certificate from Nagarnar Steel Plant and a copy has to be submitted alongwith their bill for releasing their payment.
49. The workmen to be engaged for execution of various activities as detailed in the Tender enquiry, are to be covered under Group Insurance Policy, as per statute and required to be complied, for execution of job at NMDC Steel Limited, Nagarnar.
50. In case ESIC facility is not available at Nagarnar then actual contribution towards ESI/Group Insurance Policy will only be paid to the successful tenderer(s).
51. **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.
52. **Regret Letter:-** Please forward your regret letter incase you do not wish to quote.

All the above terms & conditions are acceptable to us.

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

ANNEXURE- 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.
 - viii). Comprehensive General Liability Insurance.

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) _____ :
Designation _____ :
Rubber Stamp of the Co. _____ :

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. & e-mail 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.	

GST@_____%

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



ANNEXURE-VI

(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. :

ANNEXURE-VIII

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 NSL, given for considering Minimum wages while submitting your offer:	:-	Yes/No
7.	Whether all the pages of Section A & B stamped & Signed:	:-	Yes/No
8.	Whether duly signed and stamped (all pages) of Integrity Pact submitted in techno-commercial offer	:-	Yes/No

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

SECTION- C

PRICE BID

[I]. Job:- Support Services for Operation of FSNL Equipments in all the shifts at FSNL Nagarnar Unit (Inside NSL).

S/n.	Description	No. of Activity per day	Departmental Estimate (In Rs.) [Without GST]
1(A)	(i). Specialized Major Activities (SMA) in Operation of Magnet Cranes, Hydraulic Excavators, Tippers, Trailer, Dozer, Wheel Loader etc. and Lancing & Gas Cutting activity as per job title shown in Section-A to this enquiry.	126	Rs. 1178.00 (Rupees One Thousand One Hundred Seventy Eight Only)
	(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 6400 Activities		Rs. _____ (Rupees in words)
1 (B)	(i). Assistance in Various Activities (AVA) in Operation of Crane, Excavator, Tipper/Dumper, Dozer/ Loader etc. (Cleaning & Other job as per instruction of operation In charge) as per job title shown in Section-A to this enquiry.	50	Rs. 806.00 (Rupees Eight Hundred Six Only)
	(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 2100 Activities		Rs. _____ (Rupees in words)
2.	Sub- Total Amount (Rs.) without GST of Sl.No. 1 (A) + Sl.No. 1 (B)		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)

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

III]. Job:- Support Services for Maintenance of FSNL Equipments in all the shifts at FSNL Nagarnar Unit (Inside NSL).

S/n.	Description	No. of Activity per day	Departmental Estimate (In Rs.) [Without GST]
2(A)	(i). Specialized Major Activities (SMA) in Maintenance of Magnet Crane, Hydraulic Excavators, Dumper, Tippers/Trailer, Dozer, Wheel Loader, Hydra Crane/ACE 12XW & Light equipment like Water tanker, Tata 407, Lub Van etc., BobCat and other equipment as per job title shown in Section-A to this enquiry.	25	Rs. 1178.00 (Rupees One Thousand One Hundred Seventy Eight Only)
	(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 3025 Activities		Rs. _____ (Rupees in words)
2 (B)	(i). Assistance in Various Activities (AVA) in Maintenance of Magnet Crane, Hydraulic Excavators, Dumper, Tippers/Trailer, Dozer, Wheel Loader, Hydra Crane/ACE 12XW & Light equipment like Water tanker, Tata 407, Lub Van etc., BobCat and other equipment as per job title shown in Section-A to this enquiry. The job includes cleaning/housekeeping or any other job as per instruction of Maintenance Incharge or his representative.	18	Rs. 806.00 (Rupees Eight Hundred Six Only)
	(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 2178 Activities		Rs. _____ (Rupees in words)
2.	Sub- Total Amount (Rs.) without GST of Sl.No. 2 (A) + Sl.No. 2 (B)		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. 2 (A) + Sl.No. 2 (B)

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

[III]. **Job Title :-** Support Services for Data Entry, different office activities, file and record maintenance, assistance in various activities for cleaning & other day to day support services in P&A, MM and F&A departments at FSNL Nagarnar Unit (Inside NSL).

S/n.	Description	No. of Activity per day	Departmental Estimate (In Rs.) [Without GST]
3 (A)	<p><u>P&A, MM(Purchase & Stores) and F&A Deptts. :-</u> Specialized Major Activities (SMA) in Purchase & Stores, P&A and F&A Deptts. for Data Entry & support service in daily activity as per job title shown in Section-A to this enquiry. <u>P&A</u>: - 618 Activity Envisaged. <u>MM (Purchase & Stores)</u>:- 449 Activity Envisaged . <u>F&A</u>: - 309 Activity Envisaged in a year.</p>	14	Rs. 1178.00 (Rupees One Thousand One Hundred Seventy Eight Only)
	(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 1376 Activities		Rs. _____ (Rupees in words)
3 (B)	<p>Assistance in Various Activities (AVA) in P&A Dept. for assistance of the cleaning of all office, workshops, toilets, gardens & surrounding areas as per job title shown in Section-A to this enquiry. <u>P&A</u>:- 161 Activity Envisaged.</p>	2	Rs. 806.00 (Rupees Eight Hundred Six Only)
	(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 161 Activities .		Rs. _____ (Rupees in words)

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



3.	Sub- Total Amount (Rs.) without GST of Sl.No. 3 (A) + Sl.No. 3 (B)	Rs. _____ (Rupees in words)
4.	Goods & Service Tax @ _____% Extra on Sl.No. (3)	Rs. _____ (Rupees in words)
5.	Grand Total Amount (Rs.) with GST of Sl.No. (3) + (4)	Rs. _____ (Rupees in words)

L-1 status shall be evaluated on totality basis i.e. Sl.No. 3 (A) + Sl.No. 3 (B)

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.

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



INTEGRITY PACT

Between

FERRO SCRAP NIGAM LTD, hereinafter, referred to as “FSNL”,

and

..... hereinafter referred to as “The Bidder/Contractor”

1. FSNL intends to award the contracts for the job

.....
Vide Tender Enquiry nodate under laid down organizational procedures. FSNL values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness and transparency in its relations with its Bidder(s) and / or Contractor(s).

2. Objectives:

In order to achieve these goals, FSNL and bidder agree to enter into this pre-contract agreement, hereinafter referred to as Integrity pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence / unprejudiced dealings prior to during and subsequent to the currency of the contract with a view to:

- 2.1 Enabling FSNL to obtain the desired product / service at a competitive price in accordance with the specifications by avoiding the high cost and distortionary impact of corruption on public procurement, and
- 2.2 Enabling bidder to abstain from bribing or any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also refrain from bribing and other corrupt practices and FSNL will commit to prevent corruption in any form by their officials by following transparent procedures.

3. Commitments of FSNL

FSNL commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- 3.1 No employee of FSNL, personally or through family members, will in connection with the tender for, or the execution of a contract demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- 3.2 FSNL will, during the tender process treat all Bidder(s) with equity and reason. FSNL will in particular, before and during the tender process provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential /additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- 3.3 FSNL will exclude from the process all known prejudiced persons.



3.4 If FSNL obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, FSNL will inform its Vigilance Office and in addition can initiate disciplinary actions.

4. Commitments of the Bidder(s)/Contractor(s)

The Bidder(s)/Contractor(s) commit themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

4.1 The Bidder(s) /Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of FSNL's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

4.2 The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

4.3 The Bidder(s) /Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or documents provided by FSNL as part of the business relationship, regarding plans technical proposals and business details, including information contained or transmitted electronically.

4.4 The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

4.5 The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

4.6 Foreign bidders to disclose the name and address of agents and representatives in India and Indian Bidders to disclose their foreign principals or associates.

5. Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before contract award or during execution, has committed a transgression through a violation of Section 4 above or in any other form such as to put his reliability or credibility in question, FSNL is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already signed, for such reason.



- 5.1 If the Bidder(s)/Contractor(s) has committed a transgression through a violation of Section 2 above such as to put his reliability or credibility in question, FSNL is entitled also to exclude the Bidder(s)/Contractor(s) from future tender processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder(s)/Contractor(s) and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
- 5.2 If the Bidder(s)/Contractor(s) can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, FSNL may revoke the exclusion prematurely.
- 5.3 A transgression is considered to have occurred if in light of available evidence, no reasonable doubt is possible.

6. Compensation for Damages

- 6.1 If FSNL has disqualified the Bidder(s) from the tender process prior to the award according to Section 3 above, FSNL is entitled to demand from the Bidder(s) liquidated damages equivalent to 3% of the value of the offer or the amount equivalent to Earnest Money Deposit/Bid Security, whichever is higher.
- 6.2 If FSNL has terminated the contract according to Section 3, or if FSNL is entitled to terminate the contract according to Section 3, FSNL shall be entitled to demand and recover from the Bidder(s) liquidated damages equivalent to 5% of the contract value or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.
- 6.3 If the Bidder(s)/Contractor(s) can prove that their exclusion from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder(s)/Contractor(s) has to compensate only the damage in the amount proved. If FSNL can prove that the amount of the damage caused by the disqualification of the Bidder(s)/Contractor(s) before contract award or the termination of the contract after contract award is higher than the amount of the liquidated damages, it is entitled to claim compensation for the higher amount of damages.

7. Previous Transgression

- 7.1 The Bidder(s)/Contractor(s) to disclose any transgression with any other public/government organization that may impinge on the anti-corruption principle. The date of such transgression, for the purpose of disclosure by the bidders in this regard, would be the date on which cognizance of the said transgression was taken by the Competent Authority. The period for which such



transgression(s) is/ are to be reported by the bidders shall be the last three years to be reckoned from the date of bid submission. The transgression(s), for which cognizance was taken even before the said period of three years, but are pending conclusion, shall also be reported by the bidders.

7.2 If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

8. Equal treatment of all Bidders/Contractors/Sub-contractors

8.1 The Bidder(s)/Contractor(s) undertake(s) to demand from all sub-contractor(s) a commitment in conformity with this Integrity Pact, and to submit it to FSNL before contract signing.

8.2 FSNL will enter into agreements with identical conditions as this one with all Bidders, Contractors and subcontractors.

8.3 FSNL will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions.

9. Criminal Charges against violating Bidder(s)/Contractor(s)/sub-contractors

If FSNL obtains knowledge of conduct of a Bidder, Contractor or Subcontractor or of an employee or a representative or an associate of a Bidder, Contractor or Sub-contractor which constitutes corruption, or if FSNL has substantive suspicion in this regard, FSNL will inform the same to the Vigilance Office.

10. Independent External Monitor

10.1 FSNL has appointed Independent External Monitor (IEM) for this Pact in consultation with Central Vigilance Commission (Names and addresses of the Monitors are given below)

Shri Anil Kumar Ganeriwala,
J-65, 2nd Floor, Saket,
New Delhi- 110 017.
Email: anilganeriwala86@gmail.com

Shri Dinesh Kumar Batra,
G-1/106, Elegant House, Ramprastha Greens,
Vaishali, Sector-7, Ghaziabad-201012(UP)
Email: dineshbatra11@gmail.com

The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He will convey his observations to the Managing Director of FSNL.

10.2 The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of FSNL including that provided



by the contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/ Subcontractor(s) with confidentiality.

FSNL will provide to the Monitor sufficient information about all meetings among the parties related to the project provided such meetings could have an impact on the contractual relations between FSNL and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

10.3 As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of FSNL and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

The Monitor will submit a written report to the Managing Director of FSNL within 8 to 10 weeks from the date of reference or intimation to him by FSNL and should the occasion arise, submit proposals for correcting problematic situations.

If the Monitor has reported to the M.D., FSNL a substantiated suspicion of an offence under relevant IPC/PC Act, and the M.D. has not within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

10.4 The word "Monitor" would include both singular and plural.

11. Pact Duration

11.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by M.D., FSNL.

12. Other Provisions

12.1 This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of FSNL, i.e. Bhilai. The arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under the Integrity pact.

Changes and supplements as well as termination notices need to be made in writing. If the Vendor is a partnership firm or a consortium or Joint Venture this



agreement must be signed by all partners or consortium members and Joint venture partners.

12.2 The actions stipulated in this integrity pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12.3 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

12.4 The person signing the Integrity Pact shall not approach the Courts while representing the matters to IEMs/ Arbitration and he/ she awaits their decision in the matter”.

The parties hereby sign this integrity pact at-----on -----

For FSNL

For Bidder/Contractor

Place : _____

Date : _____

Witness 1
(Name & address)

Witness 2
(Name & address)