



सीआईएन: यू27102सिटी1989जिओ1005468

**CIN: U27102CT1989GO1005468**

फार्मेटसं: एफएसएनएल/क्यूएफ/पीयूआर/07

**FORMAT NO: FSNL/QF/PUR/07**

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

फोन/PHONE : 0788-2222474, 2222475

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ईमेल/Email : **Is.patel@fsnl.co.in**

**सीमित निविदा /LIMITED TENDER**

**इन्क्वायरी संदर्भ संख्या: एफ.सी/ENQUIRY REF.NO.: FC/ 4069 /2022 दिनांक/DATE : 21-10-2022**

Dear Sir,

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

The quotation in sealed cover as above should reach us latest by **2.30 P.M.** on **07-11-2022** and shall be opened on the same day at **3.00 P.M.**

S/n.	Description	Quantity	Unit Rate (Rs.) Including Taxes, Transportation & Installation & Commissioning (Without GST)	Total Amount(Rs.)
1.	Auto Fire Protection System complete for BEML Bull Dozer Model: BD155 both outside & cabins flammable material in auto & manual mode for fire, suppression system with all material & installations & Commissioning Inside NMDC Iron & Steel Plant(NISP), Jagdalpur (C.G.) as per Technical Specification given in Annexure-I.	01 Pc.	Rs. _____	Rs. _____
2.	GST@_____%			Rs. _____
3.	Total Amount Rs. [Sl.(1)+ Sl.(2)]			Rs. _____

(एल.एस. पटेल)

कनिष्ठ प्रबंधक (सा.प्र.)

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

**General Note :-**

1. The above items are required for FSNL Nagarnar Unit Inside NMDC Iron & Steel Plant (NISP), Jagdalpur (C.G.). Hence, please quote your rates on F.O.R. destination basis.
2. Please refer to the terms & conditions are shown in the **Annexure-II** to this enquiry and confirm each point in your quotation.
3. Bidders may visit our Corporate Office between **9 AM to 5 PM** on working days (**except 2nd & 4th Saturdays and Sundays**) for any clarification before submitting the offers.
4. Each page should be signed by authorized signatory of the tenderer and name & designation should be mentioned along with rubber stamp/seal of the tenderer as a token of acceptance.

**Note:- Interested vendors for the item/job mentioned in this tender can apply for vendor registration by submitting vendor enlistment form available in our website [www.fsnl.co.in](http://www.fsnl.co.in) for future participation in tenders after enlistment. Vendors who are already enlisted with FSNL can only participate in this tender.**

(एल.एस.पटेल)  
कनिष्ठ प्रबंधक (सा.प्र.)

## **ANNEXURE- I**

### **Technical Specification of AFPS as follows :-**

The auto fire protection system (AFPS) for the HEMM vehicle will be a pre-engineered, fixed nozzle system based on mono ammonium phosphate based dry chemical powder (90% grade and suitable to protect classes A,B & C fires) consisting of 3 main components/ items/ parameters.

- (i) Containers to store the ABC DCP which is pressured by nitrogen or appropriate suitable agents.
- (ii) A manual and an automatic device to trigger the system or activate the system while fire incident occurs.
- (iii) A delivery system consisting of rubber covers hoses and pre-set nozzle to carry to carry the DCP from the storage container to the fire incident areas.
- (iv) The system may work on the principle of linear heat detection wherein the heat sensors/cable will automatically detect the fire at same pre-set designed-value.
- (v) The AFP system will have two actuation centers with two nitrogen gas cylinders:
  - a) 1<sup>st</sup> Nitrogen gas/any other appropriate agent cartridge inside cabin with auto and manual actuation option.
  - b) 2<sup>nd</sup> Nitrogen gas/any other appropriate agent cartridge on floor side of the machine with manual actuation only.
- (vi) The AFP system will be monitored by an integrated electronic control panel box that will monitor the sensor and the actuation system along with all other function.  
Proper and suitable fire protection and sensitive wires/any other sensor to be provided as per size of equipment.
- (vii) 03 Nozzle in Engine area. 03 Nozzles at control valve, swing motor, centre Joint area in upper frame and 02 Nozzles inside the cabin.
- (viii) Party will install the system at our FSNL site Nagarnar.

Date :

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



**ANNEXURE- II**

**TERMS & CONDITIONS**

1. **Envelope containing quotation :-** Enquiry No., Date & Due Date must be super scribed on the envelope containing quotation.
2. **Firm Price:-** The price quoted should remain firm through complete execution of the order.
3. **Delivery & Commissioning:-** Within 30 days from the date of receipt of order.
4. **F.O.R. :-** Offer your rate on F.O.R FSNL, Nagarnar Unit, Inside NMDC Iron & steel plant(NISP), Dist.- Bastar(C.G.)
5. **GST :-** Tenderers are requested to provide GST details as per **Annexure-III & IV** and also mention the percentage of GST applicable extra separately.
6. **Validity :-** Offer for a minimum validity of 90 days.
7. Quantity mentioned in the tender is indicative and it may increase or decrease at the discretion of FSNL.
8. **Preference to "Make in India" :-** Preference to Make in India will be given as per **Annexure-V**.
9. **Vendors Sharing Land Borders with India:-** Vendors have to confirm whether they share land border with India as per **Annexure-VI**. 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 VI.
10. **Payment :-** Payment shall be made through RTGS **within 30 days** of submission of bill accompanied by certification from the authorized official of FSNL Nagarnar Unit & submission of Guarantee/Warranty Certificate as per schedule stated below-
  - a) 97% of price and 100% taxes & duties as applicable shall be paid against the successful commissioning of the system and on site testing of the system. Your Bill(s) should be accompanied with pre-despatch inspection report/letter of waival of pre-despatch inspection.
  - b) Balance 03% shall be paid after submission of "Performance Bank Guarantee" equivalent to 03% of the value of the order valid for the guarantee period. In the event performance bank guarantee as stipulated elsewhere in this tender enquiry is not submitted by the successful tenderer, this 03% amount shall be retained in lieu of Performance Bank Guarantee.
11. **Banker's Details :-** Please mention your Banker's Name, Branch , Account Number & IFSC Code/Pan in your quotation.
12. **Guarantee :-** Please specify the Guarantee Period offered. Guarantee will be for a minimum period of 18 months from the date of despatch or 12 months from the date of successful commissioning whichever occurs earlier. During the guarantee period, replacement required, if any, will be done by the successful tenderer free of cost and To & Fro transportation charges towards such replacement shall also be borne by the successful tenderer.
13. **Packing, Loading, Lacing & Forwarding:-** The price quoted by the tenderer shall be deemed to be inclusive of packing, loading, lacing & forwarding charges.

Date :

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

14. **Transit Insurance** :- Please note that the transit insurance will be arranged by FSNL. You will have to furnish all details of dispatch along with value of consignment to our Nagarnar office prior to dispatch of consignment failing which transit risk shall be deemed to be your responsibility.
15. **Material Test Certificate** :- Shall be provided along with supply of the AFP System.
16. **Performance Bank Guarantee** :-The successful tenderer will be required to submit a Performance Bank Guarantee equivalent to 03% of the invoice value of the Fire Protection system valid for the guarantee period. This should be specifically confirmed by the tenderer failing which, his offer may be rejected.
17. **Commissioning** :- Commissioning of AFP System shall have to be done by the successful tenderer and the price quoted should be inclusive of commissioning charges. This should be specifically confirmed by the tenderer, failing which the quotation shall be rejected.
18. **Liquidated Damages** :- Penalty @1/2% per week of the value of the order shall be charged for delay in delivery beyond the scheduled delivery period subject to a maximum of 5% of the value of the order. Proportionate penalty for delay for a part of a week shall also be charged. The penalty falling due shall be recoverable from your bills. However, L.D. is exempted on account of force majeure conditions i.e. Lockout, Strike, Transporter's Strike, Riot, Civil War, Restrictions imposed by Govt. and acts of God like Flood, Earthquake, Fire etc. which are beyond the tenderer's control.
19. **Cancellation of Contract** :- The Auto Fire Protection System and Suppression System for BEML Bull Dozer supplied can be cancelled immediately by either side by serving notice in writing.
20. **Risk purchase**:- In the event, the successful tenderer fails to execute the order within the stipulated time, we reserve the right to get the same executed through some other source and the extra charges, if any on this account shall be payable by the successful tenderer including the duties and taxes thereof.
21. **Arbitration** :- All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award given in pursuance thereof shall be binding on you.
22. **Disputes** :- Should any dispute as regards quality, quantity, specification, interpretations of the purchase order terms or methodology for execution of supply arise, the decision of FSNL will be final and binding upon you.
23. **MSME** :- Bidder(s) falls under MSME category and having valid registration certificate with NSIC, and then applicable benefits/ facilities shall be extended 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".**

Date :

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

24. **Environment, health and safety of the organization :-** The supply of materials as stipulated in this enquiry should not adversely affect the environment, health and safety of the organization.
25. **Jurisdiction :-** Disputes, if any, arising out of this transaction are subject to provisions of competent court having jurisdiction over Durg.
26. **Supply of material/Bills :-** The place of supply of material/services and place of submission of bill should be one and same i.e. Billed to & shipped to should be one and same. Tenderer should submit GST return mentioning the GST number of the State where the material has been supplied or services has been provided.
27. **Regret letter :-** Please forward your regret letter in case you do not wish to quote.

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

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

**ANNEXURE-III**

**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	

**Note : (\*) % of GST to be stated**

Date :

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

**ANNEXURE-IV**

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

- 1.(a) We agree to do all things not limited to providing GST invoices or other documentation as per GST law relating to the above supply, payment of taxes, timely filling of valid statutory returns for tax period on the Goods and Service tax portal etc. that may be necessary to match the invoice on GST common portal and enable FSNL to claim input tax credit in relation to any GST payable under this Agreement or in respect of any supply/ service under this agreement.
- (b) In case the Input Tax Credit of GST is denied or demand is recovered from FSNL on account of any non-compliance by the vendor/supplier/contractor, including non-payment of GST charged and recovered, the contractor shall indemnify FSNL in respect of all claims of tax, penalty and/or interest, loss, damages, costs, expenses and liability that may arise due to such 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.

Date :

Signature :  
 Name (in block letter ) :  
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4. GST invoice shall be prepared in duplicate, in case of supply of services, in the following manner : -
  - a. The original copy being marked as ORIGINAL FOR RECIPIENT; and
  - b. The duplicate copy being marked as DUPLICATE FOR SUPPLIER.
5. In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the details as prescribed in the GST Acts 2017 read with GST Rules, 2017.
6. For the purpose of the above mentioned requirements, the contractor/vendor shall provide necessary documents as may be necessary and shall allow inspection of the same to concerned authorities.

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

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

**ANNEXURE- V**

**PREFERENCE TO "MAKE IN INDIA"**

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

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

**2. Purchase Preference :-**

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

In case such lowest eligible 'Class-I Local Supplier fails to match the L1 price or accepts less than the offered quantity, the next higher Class-I Local Supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I Local Suppliers, then such balance quantity may also be ordered on the L1 bidder.

- (c). In the procurements of goods or works, which are covered by para 1(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I Local Supplier' shall get purchase preference over 'Class-II Local Supplier' as well as 'Non-Local Supplier', as per following procedure:

Date : \_\_\_\_\_ Signature : \_\_\_\_\_  
Name (in block letter ) : \_\_\_\_\_  
Designation : \_\_\_\_\_

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

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

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

Date :

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



**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.	:

## **ANNEXURE-VI**

### **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;

Date :

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

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.

**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 fulfils 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) fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]"

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

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) fulfils 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 letter )	:
	Designation	:
	Rubber Stamp of the Co.	: