



सीआईएन: यू27102सिटी1979जिओ1005468
CIN: U27102CT1979GO1005468

फार्मेटसं: एफएसएनएल/क्यूएफ/पीयूआर/07
FORMAT NO: FSNL/QF/PUR/07

<p>फैरो 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>
--	--

फोन/PHONE :0788-2222474, 2222475

फैक्स/FAX :0788-2220423, 2223884

ईमेल/Email : kishore.kumar@fsnl.co.in

सीमित निविदा /LIMITED TENDER

इन्क्वायरी संदर्भ संख्या एफ.सी/ENQUIRY REF.NO. FC/ 4130 /2024 दिनांक/DATE: 07-12-2024.

1.	निविदा प्रस्तुत करने की अंतिम तिथि Last date of submission of tender	: -	16-12-2024 को अपराह्न 2.30 बजे तक By 2.30 p.m. on 16-12-2024.
2.	टेक्नो-कमर्शियल बिड खोलने की तिथि Techno-commercial bid opening	: -	16-12-2024 अपराह्न 3.00 बजे At 3.00 p.m. on 16-12-2024.
3.	कार्य का नाम जिसके लिए निविदाएं बुलाई गई हैं 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), फैरो स्क्रेप निगम लिमिटेड, इक्विपमेंट चौक, सेंट्रल एवेन्यू, पोस्ट बॉक्स सं. 37 भिलाई -490001(छ.ग.) Office of :- Assistant General Manager (MM), Ferro Scrap Nigam Ltd. Equipment Chowk, Central Avenue, Post Box No.37, Bhilai-490 001 (C.G).

(किशोर कुमार)/ (KISHORE KUMAR)
कनिष्ठ प्रबंधक (सा.प्र.)/ JR.MGR (MM)

सीआईएन: यू27102सिटी1979जिओ1005468
CIN: U27102CT1979GO1005468

फार्मेटसं: एफएसएनएल/क्यूएफ/पीयूआर/07
FORMAT NO: FSNL/QF/PUR/07

<p>फैरो 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>
--	--

INSTRUCTIONS FOR THE TENDERER

Document contents :-

- A). The **specification of work and elements** of jobs and required quantities are given in **Section-A** of this tender enquiry.
- B). **Terms and conditions** are given in **Section-B** of this tender enquiry.
- C). Format for submission of **price-bid** is given in **Section-C**.

Submission of Tender :-

1. Acceptance of terms and conditions as given in Section-B, confirmation of technical details as per **Section-A** to be submitted together in a sealed cover which should be superscribed as "**Part I - Techno-commercial bid**". The Enquiry No., Date & Due Date should also be mentioned on the envelope.
2. Rate for the scope of work as per details shown in **Section-A** should be given in the format shown in **Section-C** in one sealed cover which should be superscribed as "**Part II - Price-bid**". The Enquiry No., Date & Due date should also be mentioned on the envelope.
3. All the above mentioned sealed covers should be put together and sealed in one bigger envelope on which the relevant Enquiry No., Date & Due date should be superscribed and sent to the office of the undersigned at the address given below:-

AGM(MM),

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

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 sealed price-bids of those tenderers which are not technically/commercially acceptable shall be returned to the tenderer or their authorised representative in "As it is" condition.

Bidders if so desired, may depute their representative with letter of authority to attend the tender opening.

4. Tenders not submitted as stipulated at point no. (1) to (3) above, may be rejected.
5. Non-compliance of any of the stipulations mentioned above and/or in **Section A, B and C** of this tender enquiry may cause rejection of the tender.
6. In case of any clarification/query related to this tender, please contact on below details:-

1.	Contact Details	Name	:	Kishore Kumar
		Landline No.	:	0788-2222474, 2222475
		E-mail	:	kishore.kumar@fsnl.co.in

Note:- "Interested vendors having capability of providing module of equipment on hire can apply for vendor empanelment by submitting Vendor Empanelment Form for module of equipments on hire, available in our website www.fsnl.nic.in, for further participation in tenders after empanelment. Vendors who are already empanelled with FSNL can only participate in this tender."

(किशोर कुमार)/ (KISHORE KUMAR)
कनिष्ठ प्रबंधक (सा.प्र.)/ JR.MGR (MM)

SECTION-A

Scope of work :-

Name and scope of hiring :- To provide on hire the following module of equipment to be deployed at FSNL, Visakhapatnam Unit, Inside RINL/ Visakhapatnam Steel Plant to carryout the job of **"digging, shifting of cold slag from slag bank to separator area and operation & maintenance of 02 nos. magnetic separators for processing and recovery of scrap from SMS slag, screening of non-metallic slag in various fractions.** The processed scrap & slag to be despatched from processing area to various designated location of RINL-VSP". The job is to be done work under supervision of FSNL.

S/n.	Module of equipment	=	No. of Eqpts.
1.	Excavator (20 Ton Class)	=	02 Nos.
2.	Excavator (30 Ton Class)	=	02 Nos.
3.	Tipper (16 MT Capacity) or GVW 28 Ton	=	14 Nos.
4.	Pay Loader (1.5 to 2.0 Cum Bucket Capacity)	=	02 Nos.
5.	Tyre Mounted Crane (10 MT Capacity)	=	01 No.

Hiring Hours of module of equipment as per above jobs. :-

1. The total requirement of **working hour** of module is **3130 Hours**.
2. The **productivity** of module of equipment must be **200 MT/hour**.

The work involves:-

1. Shifting of cold slag from slag bank to magnetic separator with the help of 01 no. Excavator & 02 nos. tippers.
2. Feeding of slag to 02 nos. magnetic separator with the help of 02 nos. excavators for processing, separation of magnetic & non-magnetic part and screening of the same in to different fraction as per required size.
3. Loading & dispatch of various fraction of processed scrap with the help of 01 no. tyre mounted magnet crane and 02 nos. tippers to the scrap yard of SMS 1 & 2 or any other designated place of VSP. All the recovered scrap to be loaded with the help of crane with magnet attachment to make it reasonably free from slag. Lead distance is 5 KM one way (10 KM to & fro).
4. Loading & dispatch of various fraction of processed LD slag with the help of 01 no. loader & 10 nos. tippers to the sinter plant, traffic department, civil engineering department, WT dump area etc. or any other designated place of VSP. Lead distance is 6 KM one way (12 KM to & fro).
5. 01 no. loader will be deployed for housekeeping near separator and at final dumping area of work through slag for making space of further dumping.
6. 01 no. Excavator will be utilized for loading & shifting of processed scrap & arising scrap from grizzly to tyre mounted magnetic crane and loading of processed slag on to the tippers as & when required basis.

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

7. The processed output from the separators & screening unit will be as follows

- (i). Magnetic separator scrap (10 to 250 mm)
- (ii). Sinter fines (-) 8 mm LD slag
- (iii). +30 to 50 mm traffic slag
- (iv). Worked through slag (+8 to 30 mm & + 50 mm)
- (v). Processed steel scrap (250 mm to 0.75 Mtr. corner to corner)

8. The productivity & weightage of various fraction is as under :-

S/n.	Processed output (Fraction)	=	Productivity	Weightage (%)
i).	Magnetic separator scrap	=	8 MT/hour	31%
ii).	Sinter fines (-) 8 mm LD slag	=	40 MT/hour	12%
iii).	+30 to 50 mm traffic slag	=	20 MT/hour	6%
iv).	Worked through slag	=	127 MT/hour	39%
v).	Processed steel scrap	=	5 MT/hour	12%

- 9. Daily operation will be minimum 10 hours in A & B shift excluding shift-wise checking, periodical maintenance. If required, operation to be done in C- shift also to achieve the day to day targeted quantity. Job execution will be on all Holidays excluding Sunday which will be full maintenance day.
- 10. Weighment of each trip of processed slag & scrap will be carried out at VSP weighbridge.
- 11. Housekeeping near separator and slag disposal ground will be maintained by the successful tenderer.
- 12. All jobs will be carried out at skull breaking yard.
- 13. Stacking of different size of fraction separately to avoid mixing.
- 14. The successful tenderer has to provide necessary operating & maintenance staff to ensure smooth running of the module of equipment and separators at his own cost.
- 15. All consumables tools & tackles including safety appliances required shall be arranged by the successful tenderer at his own cost.
- 16. The successful tenderer will ensure that all procedure is maintained in respect of entry/exit of diesel, lubricants, spares, sub-assemblies, equipment etc. and produce the documents, authenticated by steel plant and authority of FSNL Vizag Unit Office.
- 17. Regular maintenance inclusive of consumables of separators & screening unit, will be carried out by the successful tenderer. Workmen like mechanic, helper, welder, electrician etc. will be provided by the successful tenderer. Major spares required for such maintenance will be provided by FSNL.

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

Tenderer scope of supply for maintenance of separator :- Electrical items for internal illumination of separator, (as & when required), V- belts for conveyer drive (as & when required), welding electrode, grease, tools & tackles like welding machine, DA/LPG, electrode holder, hammers, spanners, gas cutting set, for smooth functioning of separators and screening units etc.

FSNL's scope of supply for maintenance of separator :- Conveyer belts, motors, carrier rollers, impact rollers, idler rollers, return rollers, pillow block bearing, plummer block bearing, SMSR, Motors, Electrical items for control panels, push buttons and wiring, oxygen, gear oil, screen mesh as per desired size, spares for magnet drum etc.

18. Structural damage during operation if any will be repaired by the successful tenderer.
19. Placement of separator from one location to another whenever needed shall be carried out by the successful tenderer. FSNL will assist in job.
20. The successful tenderer will maintain a separate logbook for separators. The successful tenderer will also record daily operation hours of equipment and the same will be certified by the operation site in charge.
21. The supply of module of equipment is inclusive of POL and other charges including maintenance so as to ensure proper running of the equipment and both magnetic separators during the working hours. Since above is solely dependent on availability of module of equipment in good running condition, it will be tenderer's responsibility to arrange required quantity of all consumables and to attend the breakdowns immediately after occurrence during the working hours. In case of necessity and in order to maintain the rated output, the successful tenderer will have to arrange deployment of substitute equipment of same capacity in place of the equipment under major breakdown.
22. All statutory obligations/requirement (Central & State Govt.) to be filled by the successful tenderer.
23. The module of equipment deployed should achieve the optimum productivity as stated above, below which it will be presumed that the module of equipment is not available for production work.
24. The successful tenderer should ensure minimum percentage availability of the equipment's engaged for the processing of transportation of iron ore as given below.

i).	Tyre Mounted Crane	=	70%
ii).	Hydraulic Excavator	=	75%
iii).	Tipper	=	75%
iv).	Loader	=	75%

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

25. Subject productivity base module of equipment is minimal. In case of any intermittent urgent requirement of the job, additional equipment will be deployed by the successful tenderer without any extra charges for fulfilment of demand of steel plant. The successful tenderer will deploy additional equipment or may be intermittent without hampering from other module upon prior permission of operation in-charge.
26. The successful tenderer shall be fully responsible for observing environment protection and observance of safety rules pertaining to the job work.
27. The successful tenderer must fulfil the safety requirement of VSP Plant as per their guidelines. In case of violation of safety norms, if penalty imposed by VSP, same will be borne by the successful tenderer.

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

SECTION-B

TERMS & CONDITIONS

1. **Validity of tender :-** Tender must be valid for a minimum period of **120 days** from the date of opening of techno-commercial bid.
2. **Firm rate :-** The rate quoted by the tenderer should remain firm till the period of order. Offer with escalation clause will be summarily rejected.
3. **GST :-** Tenderers are requested to provide GST details as per **Annexure-I & II** & also mention the percentage of GST applicable separately & the rate should be quoted exclusive of GST.
4. **Rate :-** Please quote rate for the complete module of equipment shown in **Section-A** as per the format given in the price-bid. The rate is deemed to be inclusive of all operation and maintenance cost.
5. **Minimum wages :-** The successful tenderer shall pay the applicable minimum wages fixed by the Central/ State Government and being revised from time to time and other benefits, if any, to the labour/labourers engaged by them as applicable in the respective Steel Plant except Additional Welfare Amenities (AWA) which will be payable at the existing rate of Rs. 38.46 per day per person on actual attendance to the contract labour in the form of allowance (not linked to wages) subject to a maximum of Rs. 1,000/- (Rupees One Thousand Only) per month. Hence, the tenderer is expected to include the above financial implications while quoting the rates in the tender. Kindly note that no other payment shall be admissible to the successful bidder on this account.
6. **Placement of Equipment :-** Equipment should be placed at our site within 14 days from the date of issue of intimation from our **Visakhapatnam Unit** to the successful tenderer after placement of work order.
7. **Period of order :-** The period of work will be **12 months**, however for the work in which Quantity Variation clause is applicable, the work execution is to be done as per the Quantity Variation clause. The period of work can be further extended for **3 months** on satisfactory performance and beyond **3 months** on mutual agreement with the successful tenderer.
8. **Replacement of equipment :-** If any equipment remains under breakdown for more than one day at a stretch it has to be replaced, failing which it shall be deemed the whole module is not available and Risk hire clause shall be invoked.
9. **Maintenance :-** Maintenance shall have to be carried out by the tenderer in such manner that module of equipment as stated in **Section-A** of this tender/ enquiry is continuously available for our operational requirements.
10. **Mobilization advance :-** No mobilization advance shall be payable by FSNL.
11. **Transportation Charge :-** No transportation charge for placement/removal of equipment at different sites of FSNL shall be payable by us. Your rate should be inclusive of any cost towards such replacement or removal.

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

12. **Other costs :-** All other costs i.e., the cost of diesel, lubricants, slings required for loading by the crane, salary of operators, riggers (for cranes), helpers, cost of spares, maintenance cost and any other cost pertaining to the equipment are to be borne by the successful tenderer.
13. **Supervision & Insurance :-** All cost towards supervision and insurance are to be borne by the successful tenderer.
14. **Safety appliances :-** All safety appliances such as safety boots, helmets, safety glasses, aprons etc. as required are to be provided to the employees engaged by the tenderer at his cost.
15. **Compliance of statutory laws & other regulations :-** The successful tenderer shall be entirely responsible for observance of all Central & State Govt.'s statutory obligations relating to payment of wages, minimum wages, provident fund, workmen compensation for accident, IOW, medical aid, bonus, insurance and leave applicable in respect of their workers engaged in the job.
16. **Rules and regulations :-** Throughout the performance of the contract the successful tenderer will have to 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 successful tenderer shall abide by the provision of Factories Act of the State Govt. factories rules.

17. **Obligation of the tenderer :-**
 - i). The successful 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.
 - ii). By way of illustration of various acts as stated in the contract, the following acts or any amendment thereof shall be complied by the successful tenderer.
 - iii). Employees Provident fund Act,1952 & EPS,1955
Employees State Insurance Act, 1948
Contract Labour Act (Regulation and abolition Act. 1970)
Minimum wages Act, 1936
Payment of Wages Act, 1936
Employees Compensation Act,2010
18. **Safety & Security :-**
 - i). The successful 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.
 - ii). The successful tenderer shall be fully responsible for observing all environmental protection and observance of safety rules pertaining to the job work.

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

- iii). The successful tenderer shall be fully responsible for accidents caused by 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.
- iv). The successful 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 requirement for their safety.

Note :- You should ensure that the welders and gas cutters wear cotton dress and leather apron. They shall not wear Nylon/Synthetic Dress. This is required to avoid any fire accident. This must be followed strictly.

19. **Safety precautions to be followed for safe Loading/Transportation of Material by Heavy Vehicle on Road :-**

- a). Speed limit should be followed strictly.
- b). Stacking should be properly done while loading material on vehicle.
- c). Material loaded should not be exposed/projected from any side of vehicle.
- d). Loading should be within permissible load capacity of vehicle.
- e). If loaded material is exposed/projected from vehicle, Red Flag/Red Light should be provided.
- f). Material loaded should be fastened by Chain/Wire rope.
- g). Material is loaded on open dala of truck/trailer arrangement of stopper to be ensured to avoid falling of material, especially in curvature/turning.
- h). Restricted timing movement for heavy vehicle(s) to be followed strictly.

Note :-

- 1). The successful tenderer must obtain valid Labour licence, Provident fund code number, ESI Code number from statutory authority before execution of the work.
- 2). You should ensure that,
 - i). At no point of time the limit of manpower fixed under the labour license is exceeded.
 - ii). If at any point of time it is found /proved that, you have engaged manpower more than the limit fixed by the labour department against your labour licence.

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

- iii). At no point of time there is any lapses in observance of Environmental protection and safety rules and use of PPE's.

In the event of your failure to comply the above, the work order will be cancelled.

- 3). Within 15 days of issuance of work order, the successful tenderer has to produce Valid Labour License, EPF Regn. Certificate, ESI Regn. Certificate, Insurance coverage policy under workmen's compensation act or any other statutory documents as applicable to P&A Deptt.
- 4). The successful tenderer has to give an undertaking to the effect that, they have verified the credentials of the workmen to be engaged by them and they are responsible for any omission and commission of any workmen.
- 5). The vehicle(s) used by the successful tenderer for execution of the job, should strictly meet the requirement as per MV Act of the State Govt.
- 6). Disbursement of wages to the workmen engaged by the agency shall be made on or before 7th day of succeeding month. The agency shall be resourceful enough to meet the wage payment of the workmen without waiting for RA bill clearance/payment every month.
- 7). In the event of cancellation of work, FSNL shall not be liable to pay to the successful tenderer for any damage or loss for idle labour caused by such cancellation.
20. **Safety rules** :- Tenderer shall be fully responsible for observing all safety rules pertaining to the work of the tender.
21. **Earnest money** :- Earnest money of **Rs. 20,000/-** (Rupees Twenty Thousand only) in the form of **NEFT/RTGS** in favour of **Ferro Scrap Nigam Limited on Indian Bank, Sector-6, Bhilai, A/C No. 508786053, IFSC Code IDIB000B048**. Tenders not accompanied with the earnest money detailed will be rejected summarily. No interest shall be allowed on the earnest money deposited. Earnest money will be forfeited if the tenderer revokes his tender within the stipulated period after opening of the tender or increases his quoted rates or fails to commence the work in prescribed time or abandons the work before its completion or for any other reason as deemed fit by FSNL. No interest shall be admissible /payable on the Earnest Money Deposit amount.
- Note** :- **Transfer of Earnest Money online should clearly mention the name of the tenderer and tender no. while submission of EMD.**
22. **Security deposit** :- The earnest money deposit of the successful tenderer will be converted into security deposit. The security deposit of the successful tenderer will be forfeited incase the work is not started within 14 days after it is awarded to him or for non-compliance of any other terms & conditions as per decision of FSNL which will be final and binding on the tenderer. Security deposit will be refunded within 30 days after satisfactory execution of the work order along with the final bill duly certified by the Unit Head of FSNL **Visakhapatnam Unit**, otherwise this amount will be forfeited in case of unsatisfactory performance or for any other reason as deemed fit by FSNL. No interest shall be allowed on the security deposit.

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

23. **Payment :-** Down time on account of scheduled or unscheduled repair and maintenance will be excluded from the hours of operation for the purpose of determining the payment. Such operation hours will be taken into consideration for calculating the amount payable as per the formula given below :-

Measurement :-

- i). Quantity for digging, shifting of cold slag from slag bank to separator area and operation & maintenance of 02 nos. magnetic separators for processing and recovery of scrap from SMS slag, screening of non-metallic slag in various fractions is to be determined by VSP's weighbridge certificate(s) only.
- ii). **Module of equipment :-** (i). Excavator (20 Ton Class)- 02 Nos., (ii). Excavator (30 Ton Class)- 02 Nos., (iii). Tipper (16 MT Capacity) or GVW 28 Ton- 14 Nos. (iv). Pay Loader (1.5 to 2.0 Cum Bucket Capacity)- 02 Nos. & (v). Tyre Mounted Crane (10 MT Capacity)- 01 No.
- iii). The module of equipment to be deployed should achieve the optimum productivity rate of:-

i).	Productivity for Magnetic separator scrap	=	8 MT per hour
ii).	Productivity for Sinter fines (-) 8 mm LD slag	=	40 MT per hour
iii).	Productivity for +30 to 50 mm traffic slag	=	20 MT per hour
iv).	Productivity for Worked through slag	=	127 MT per hour
v).	Productivity for Processed steel scrap	=	5 MT per hour

Below which it shall be presumed that the module of equipment is not available for productive work. It should also be ensured that equipment are to be made available as detailed in **Section-A** as per direction of FSNL officials of our **Visakhapatnam Unit**.

- iv). For computing composite productivity the weightage for each category will be as under:-

i).	Magnetic separator scrap	=	31% of hours based on productivity.
ii).	Sinter fines (-) 8 mm LD slag	=	12% of hours based on productivity.
iii).	+30 to 50 mm traffic slag	=	6% of hours based on productivity.
iv).	Worked through slag	=	39% of hours based on productivity.
v).	Processed steel scrap	=	12% of hours based on productivity.

- v). Total hours for certification for payment shall be calculated as under :-

Monthly quantity of Magnetic separator scrap	x	Weightage	+	Monthly quantity of Sinter fines (-) 8 mm LD slag	x	Weightage	+	Monthly quantity of +30 to 50 mm traffic slag	x	Weightage	+	Monthly quantity of Worked through slag	x	Weightage	+	Monthly quantity of Processed steel scrap	x	Weightage	=	Total hours for the month to be reckoned for payment
Productivity				Productivity				Productivity				Productivity				Productivity				

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

97% of the monthly running account bills will be paid within 30 days of submission at respective unit head's office alongwith all the supporting documents and the payment shall be released based on number of hours of the productive deployment of module of equipment multiplied by ordered rate per hour duly certified by our Operation Department. Balance 3% of each running bill will be retained as Security Deposit.

24. **Banker's Details :-** Tenderers are requested to state **Banker's Name, Branch, Account No., PAN No. & IFS Code** for remittance of **payment though NEFT/RTGS.**

25. **Penalty :-** Total Penalty of 10% is as bifurcated below :-

(A). The amount obtained by multiplying the rate per hour with short fall in hours (if any) from (75% of the monthly quantity), **196 hours** will be multiplied by 10% to consider the amount of penalty subject to a maximum of 5% of the total value of the work order. Penalty will also be applicable on pro-rata basis for shortfall for part of a month if work is executed for part of any calendar month.

Note :- Monthly quantity = $\frac{\text{Yearly quantity given in the tender}}{12 \text{ Months}}$

However, penalty will not be applicable :-

- a) Input arising is not sufficient to meet the productivity target.
- b) Inadequate supply or delay in supply of consumables/materials/facilities to be provided by FSNL/Steel Plant as per stipulation made elsewhere in this tender enquiry.
- c) Any other reasons such as power failure, plant shutdown, weighbridge problem, reduced requirement by steel plant etc. which are not attributable to the agency.

A certificate has to be obtained from Head of our Unit's Operation Deptt. to this effect and should be submitted along with the running bill(s).

(B). In addition to the above, if there is any short supply of equipment/any major breakdown in the module provided, the proportionate amount for short supply equipment/major breakdown shall be deducted for the period not supplied to FSNL as per the formula computed below.

S/n.	Equipment	Nos.	No. of Shift	Group Weight-age D=100/5	% Avail-ability	Installed hrs. per shift	Required avail-ability $G = \frac{E \times F}{100}$	Say, No. of working days in a month	Total required availability per month I=BxCxGxH	Say, actual available hours of the equipment per month	Percentage of shortfall $K = \frac{I - J}{I} \times 100$	Percentage of short fall based on weightage $L = \frac{K \times D}{100}$
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)
1.	Excavator (20 Ton Class)	2	2	20	75	10	7.5	30	900	885	1.67	0.33

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

S/n.	Equipment	Nos.	No. of Shift	Group Weight-age D=100/5	% Availability	Installed hrs. per shift	Required availability $G = \frac{E \times F}{100}$	Say, No. of working days in a month	Total required availability per month I=BxCxGxH	Say, actual available hours of the equipment per month	Percentage of shortfall $K = \frac{I - J}{I} \times 100$	Percentage of short fall based on weightage $L = \frac{K \times D}{100}$
	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)
2.	Excavator (30 Ton Class)	2	2	20	75	10	7.5	30	900	890	1.11	0.22
3.	Tipper (16 MT Capacity) or GVW 28 Ton	14	2	20	75	10	7.5	30	6300	6050	3.97	0.79
4.	Pay Loader (1.5 to 2.0 Cum Bucket Capacity)	2	2	20	75	10	7.5	30	900	895	0.56	0.11
5.	Tyre Mounted Crane (10 MT Capacity)	1	2	20	70	10	7	30	420	410	2.38	0.48
Total											1.93 *	

(*Limited to 5% as mentioned below)

D : Equipment group weightage = 100/ Number of categories of equipments.
F : Installed hours of operation in each shift.

- (i). If the total percentage of non-availability so computed in column (L) is less than 5%, the deduction shall be made on actual percentage of the short fall of the equipments on the total value of the bill for that month.
- (ii). If the total percentage of non-availability so computed in column (L) is more than 5% the deduction shall be limited to maximum of 5% on the total value of the bill for that month.
- (iii). The tenderer has to submit equipment wise shift wise daily challan signed by their Representative, Operational Head of FSNL indicating equipment made available under each category. Monthly Statement should be submitted along with each running bills (Sample Format is Enclosed in **Annexure-III**).

26. **Risk hire :-** In the event of tenderer's failure to execute the 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 the 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 as stated above, the tenderer may be debarred from undertaking any order from FSNL for such period as may be decided by FSNL.

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

27. **CPF Code :-** Tenderers should state in the techno-commercial bid, the CPF code number allotted to them by the relevant RPFC authority, failing which the offer shall be liable for rejection. Successful tenderer shall be required to submit copy of the CPF code allotment, if desired by our unit office after placement of Letter of Intent/Order against this tender.
28. **Satisfactory performance :-** The responsibility or satisfactory performance of the equipment will be entirely on the tenderer.
29. **Security & Safety of Equipment :-** Security & Safety of tenderer's equipment will be the responsibility of the tenderer. FSNL shall not be liable for making up for any loss or damage of equipment engaged by the tenderer. FSNL will also not be liable for compensation for any damage of any other equipment caused by the tenderer's equipment.
30. **Entry pass :-** Tenderer will have to make his own arrangement to obtain works entry passes for equipments to be given on hire for which FSNL shall give the recommendation.
31. **Fax & E-mail :-** Fax & E-mail offers shall not be accepted.
32. **Accident liability :-** In the event any person(s) suffers any injury, fatal or otherwise by your equipment during the course of your execution of the order, compensation shall be entirely your responsibility with no liability whatsoever attached to FSNL.
33. **Arbitration :-** All disputes of 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 made in pursuance thereof shall be binding on the parties.
34. **Subletting :-** The tenderer will not without prior approval of FSNL in writing assign any other party/parties, the whole/part of the order. Even where such appropriate approval granted by FSNL, tenderer will not be relieved of his obligation/responsibility.
35. **Dispute :-** Should any dispute arises, the decision of FSNL will be final and binding upon the tenderer.
36. **Quantity :-** FSNL reserves the right either to place orders for same quantity as mentioned in tender or more/less quantity, multiple orders as per requirement of job and as per the quantity variation clause of tender.
37. **Removal of doubts :-** In respect of any matter concerning under the order, not specifically provided in the order, the decision of competent authority of FSNL, shall be conclusive and binding on the tenderer.
38. **Acceptance of terms & conditions :-** Please confirm acceptance of all terms & conditions of techno-commercial bid. Please specify clearly where any term is not acceptable to you.
39. **FSNL right to accept or reject :-** FSNL reserves the right to accept or reject any or all tenders in full or part without assigning any reasons thereof or incurring any liability thereby.

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

40. **FSNL right to accept lowest tender** :- FSNL reserves the right to accept lowest in or any of the tenders without assigning any reasons whatsoever.
41. **Tender Acceptance** :- Ferro Scrap Nigam Limited does not bind itself to accept the lowest in or any of the tenders and reserves the right to reject any or all the tenders, reduce or increase the quantities without assigning any reasons whatsoever.
42. **Environment, health and safety of the organization** :- The execution of the job against the order should not adversely affect the environment, health and safety of the organization.
43. **Termination of order** :- FSNL reserves the right to terminate the order at 15 days notice without assigning any reason(s) or incurring any liability thereby.
44. **Jurisdiction** :- Disputes, if any, arising out of this transaction are subject to provisions of competent court having jurisdiction over Durg.
45. **Integrity Pact** :- FSNL has adopted the transparent system of "Integrity Pact" while floating tenders for major purchases/contracts. All contracts/transaction entered into by FSNL shall be governed by the Integrity Pact available in our website (www.fsnl.nic.in). Tenderers have to sign & forward the Integrity Pact to FSNL (**Annexure-V**).

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:-

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

46. **Police Verification** :- Tenderers have to ensure the verification of identity, characters and antecedents of contract workers engaged by them through police verification and are required to submit the police verification report of the workers before engaging them on the job at our site.

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

47. **Variation in Quantity :-**

- (i). *FSNL reserves the right to increase the tendered quantity by upto 25% within the period of 12 months (i.e. from the date of commencement of order) on same rate, terms and conditions. In case, additional 25% is not exhausted within the period of 12 months, the quantity is to be completed within 15 months period (i.e. from the date of commencement of the order).*
- (ii). *In case of increase in quantity by more than 125% of the tendered quantity within a period of 12 months, if necessitated, then the tenderer has to carry out job from 125% to 140% with reduction in rate by 2 % of the awarded rate and the job from 140% to 150% with a reduction in rate by 4% of awarded rate upto a period of 15 months (i.e. from the date of commencement of order).*
- (iii). *Variation in quantities beyond 150% will be prohibited.*

48. **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".

49. Tenderer(s) will have to follow the entry/exit procedures of respective steel plant in respect of diesel lubricant, spares, subassemblies, equipment etc. required to execute this order. The gate entry/exit document duly authenticated by the steel plants authorities will have to be preserved properly & produced to respective FSNL Office.

50. **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.

51. **Blacklisting :-** The tenderer hereby declares that they have never been blacklisted and/or there were no debarring action against them by any Govt. organization/ CPSE/ Court. Further vendors who are found blacklisted at any later stage their bid/offer shall be liable for cancellation.

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

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

52. **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".

53. **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-IV enclosed**) on their letter head with seal and signature of authorized person alongwith offer.

54. TDS will be deducted as per government guidelines.

55. **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-I

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

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

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

ANNEXURE-II

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

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

MONTHLY STATEMENT

FERRO SCRAP NIGAM LIMITED

UNIT : VISAKHAPATNAM

AVAILABILITY OF EQUIPMENTS

Sl. No.	EQUIPMENT	GATE PASS NO.	MONTH :																															Total Available Hours
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
1.	EXCAVATOR (20 TON) 1																																	
	EXCAVATOR (20 TON) 2																																	
			Total																															
2.	EXCAVATOR (30 TON) 1																																	
	EXCAVATOR (30 TON) 2																																	
			Total																															
3.	TIPPER (16 MT) 1																																	
	TIPPER (16 MT) 2																																	
	TIPPER (16 MT) 3																																	
	TIPPER (16 MT) 4																																	
	TIPPER (16 MT) 5																																	
	TIPPER (16 MT) 6																																	
	TIPPER (16 MT) 7																																	
	TIPPER (16 MT) 8																																	
	TIPPER (16 MT) 9																																	
			Total																															



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



ANNEXURE- III

MONTHLY STATEMENT

FERRO SCRAP NIGAM LIMITED

UNIT : VISAKHAPATNAM

AVAILABILITY OF EQUIPMENTS

Sl. No.	EQUIPMENT	GATE PASS NO.	MONTH :																															Total Available Hours
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	
3.	TIPPER (16 MT) 10																																	
	TIPPER (16 MT) 11																																	
	TIPPER (16 MT) 12																																	
	TIPPER (16 MT) 13																																	
	TIPPER (16 MT) 14																																	
			Total																															
4.	PAY LOADER 1																																	
	PAY LOADER 2																																	
			Total																															
5.	TYRE MOUNTED CRANE (10 MT) 1																																	
			Total																															
Signature of Opr. Deptt																																		
Signature of Contractor Representative																																		



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



ANNEXURE-IV

(On the letter head of organization)

Date :

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

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

Sirs,

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

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

	Particulars	Asst.Year 2022-23	Asst.Year 2021-22
i.	ITR Form No.		
ii.	Status		
iii.	Filed u/s		
iv.	e-acknowledgement No.		
v.	Date of Filing		
vi.	IP Address		
vii.	DSC Details		
viii.	Aggregate TDS/TCS		

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

Thanking you

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

Enclosures:

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

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

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

Annexure-V



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)

SECTION-C

PRICE BID

SI.No.	Module of equipment	Hire charges PER HOUR for module of equipment.
1.	To provide on hire module of equipment comprising of (i). Excavator (20 Ton Class)- 02 Nos., (ii). Excavator (30 Ton Class)- 02 Nos., (iii). Tipper (16 MT Capacity) or GVW 28 Ton- 14 Nos. (iv). Pay Loader (1.5 to 2.0 Cum Bucket Capacity)- 02 Nos. & (v). Tyre Mounted Crane (10 MT Capacity)- 01 No. as per the scope given in Section-A to this enquiry. Departmental Estimate	Rs. 26,510.00 (Rupees Twenty-Six Thousand Five Hundred Ten Only)
2.	Discount in% on SI.No. (1) (-)	Rs. _____ (Rupees in words)
3.	Total Rs. [SI.No. 1 - 2]	Rs. _____ (Rupees in words)
4.	Goods & Service Tax @ _____% on SI.No. (3)	Rs. _____ (Rupees in words)
5.	Sub-Total Rs. [SI.No. 3 + 4]	Rs. _____ (Rupees in words)

Note :-

1. The tenderer is required to quote the highest discount in percentage (in SI.No. 2 above) that can be offered on the departmental estimate i.e. on SI. No. (1).
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. :