

सीआईएन: यू27102सिटी1989जिओ1005468

CIN: U27102CT1989G01005468

# फेरो स्क्रैप निगम लिमिटेड

(भारत सरकार का उपक्रम) इक्विपमेंट चौक, सेंट्रल एवेन्यू पोस्ट बॉक्स सं.37 भिलाई-490 001 (छ. ग.) (वेबसाइट- www.fsnl.nic.in) फार्मेटसं: एफएसएनएल/क्यूएफ/पीयूआर/07 **FORMAT NO: FSNL/QF/PUR/07** 

## 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)

फोन/PHONE: 0788-2222474, 2222475 फैक्स/FAX: 0788-2220423, 2223884 ईमेल/Email: **nivedit.mathur@fsnl.co.in** 

## सीमित निविदा /LIMITED TENDER

## इन्क्वायरी संदर्भ संख्या एफ.सी/ENQUIRY REF.NO. FC/ 2972 /2023 दिनांक/DATE: 13-09-2023.

1.	निविदा प्रस्तुत करने की अंतिम तिथि Last date of submission of tender	:-	25-09-2023 को अपराहन 2.30 बजे तक By 2.30 p.m. on 25-09-2023			
2.	टेक्नो-कमर्शियल बिड खोलने की तिथि Techno-commercial bid opening	:-	25-09-2023 अपराहन 3.00 बजे At 3.00 p.m. 25-09-2023			
3.	कार्य का नाम जिसके लिए निविदाएं बुलाई गई है Name of work for which tenders called.	:-	जैसा कि खंड-ए में उल्लिखित है As mentioned in the Section-A.			
4.	निविदा प्रस्तुत करने और खोलने का स्थान Place of submission and opening of tender	:-	कार्यालय:- सहायक महाप्रबंधक (सामग्री प्रबंधन), फेरो स्क्रैप 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).		

(निवेदित माथुर)/ (NIVEDIT MATHUR) वरिष्ठ प्रबंधक(सा.प्र.)/SR.MGR(MM)



## फेरो स्क्रैप निगम लिमिटेड

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### निविदाकर्ताओं को निर्देश /INSTRUCTIONS TO THE TENDERER

निविदा प्रस्तुत करने से पहले निविदाकार को निम्नलिखित निर्देशों को ध्यान से पढ़ना चाहिए। Tenderer should read the following instructions carefully before submitting tender.

1. निविदा में निम्नान्सार 3 खंड शामिल हैं :-

The tender comprises of 3 sections as stated below:-

खंड "ए" तकनीकी विनिर्देश और आपूर्ति/कार्य का दायरा दिखाने वाला तकनीकी हिस्सा है।

SECTION "A" is the technical part showing technical specification and scope of supply/work. खंड "बी" निविदा के नियम और शर्ते वाणिज्यिक भागमें दर्शाया गया है।

SECTION "B" is the commercial part showing terms &conditions of the tender. खंड "सी" मूल्य-बिड जमा करने के लिए प्रारूप दिखा रहा है।

SECTION "C" is the price part showing the format for submission of price-bid.

- 2. निविदाकर्ता को उपरोक्त उल्लिखित सभी 3 अनुभागों को पूरा करने वाला निविदा प्रस्तुत करना होगा।
  Tenderer must submit complete tender containing all the 3 Sections mentioned above.
- 3. खंड "ए" के अनुसार सभी तकनीकी विवरणों की पुष्टि और स्वीकृति, निविदा के खंड"ए" में स्पष्ट रूप से उल्लिखित होना चाहिए।

Confirmation and acceptance of all the technical details as per Section-A must be clearly mentioned in **Section-A** of the tender.

4. खंड "बी" के अनुसार सभी वाणि ज्यिक नियमों और शर्तों की पुष्टि और स्वीकृति, निविदा की खंड "बी" में दी जानी चाहिए।

Confirmation and acceptance of all the commercial terms & conditions as per Section-B must be given in Section-B of the tender.

- 5. खंड "ए" और "बी" के प्रत्येक पृष्ठ पर निविदाकर्ता के अधिकृत हस्ताक्षरकर्ता द्वारा हस्ताक्षरित होना चाहिए और नाम तथा पदनाम के साथ इस निविदा के तकनीकी और वाणिज्यिक भागों की स्वीकृति का टोकन के रूप में सील मुहर के साथ उल्लेख किया जाना चाहिए। Each page of Sections A & B should be signed by authorised signatory of the tenderer and name and designation should be mentioned along with rubber stamp/seal of the tenderer as a token of acceptance of the technical and commercial parts of this tender.
- 6. निविदा के खंड "ए" और खंड "बी" को सील बंद कवर/लिफाफे में एक साथ प्रस्तुत किया जाना चाहिए, लिफाफे के ऊपर <u>"भाग -1: टेक्नो-कामर्शियल बिड"</u> लिखा जाना चाहिए। इस लिफाफे पर इन्क्वारी क्रमांक,खोलने का दिनांक और नियत दिनांक का भी उल्लेख किया जाना चाहिए।

Section-A & Section-B of the tender are to be submitted together in a sealed cover/envelope which should be superscribed as <u>"PART-I: TECHNO-COMMERCIAL BID".</u> The Enquiry No., Date and Due Date of opening should also be mentioned on this envelope.



7. कीमतं/दरं भाग-⊥ में नहीं दिखनी चाहिए :-प्रत्येक कार्य के लिए मूल्य/दर खंड"स" में दिखाया जाना चाहिए और एक अलग मुहर बंद कवर में डाल दिया जाना चाहिए जिसे "भाग-2: मूल्य बोली" के रूप लिफाफे के ऊपर लिखा जाना चाहिए। इस लिफाफे पर इन्क्वारी संख्या और तारीख का भी उल्लेख होना चाहिए। खंड"स"के प्रत्येक पृष्ठ को निविदाकर्ता के अधिकृत हस्ताक्षरकर्ता द्वारा हस्ताक्षरित किया जाना चाहिए और नाम और पदनाम तथा सील मुहर के साथ उल्लेख किया जाना चाहिए।

<u>Prices/Rates should not be shown in Part-I</u>:-Price/Rate for the each job should be shown in <u>Section-C</u> and put in a separate sealed cover which should be superscribed as <u>"PART-II: PRICE BID".</u> The enquiry No. and date should also be mentioned on this envelope. Each page of <u>Section-C</u> should be signed by authorised signatory of the tenderer and name and designation should be mentioned along with rubber stamp/seal of the tenderer.

8. उपर्युक्त सभी मुहर बंद कवर को एक साथ रखा जाना चाहिए और एक बड़े लिफाफे में सील मुहर बंद कर दिया जाना चाहिए, जिस पर संबंधित निविदा इन्क्वारी संदर्भ संख्या तथा नियत दिनांक का उल्लेख किया जाना चाहिए और नीचे दिए गए पते पर अधोहस्ताक्षरकर्ता के कार्यालय को क्षेजा जाना चाहिए: -

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

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

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

9. मूल्यनिविदाएँ (भाग-2) उन निविदाकर्ताओं का भाग-2, जो कि तकनीकी और व्यावसायिक रूप से स्वीकार्य हैं, खोले जाएंगे, जिसे व्यक्तिगत निविदाकर्ता को अग्रिम में खोलने कि तारीख के साथ सूचित किया जाएगा। उन निविदाकर्ताओं की कीमत बोली जो तकनीकी / व्यावसायिक रूप से स्वीकार्य नहीं हैं, को निविदाकर्ता या उनके अधिकृत प्रतिनिधि को मृहरबंद और बिना खोले सौंप दिया जाएगा।

The **Price-Bids** i.e. **Part-II** of those tenderers which are technically and commercially acceptable only shall be opened on the date, which shall be intimated in advance to the individual tenderer. The price-bid of those tenderers which are not technically/commercially acceptable shall be handed over to the tenderer or their authorised representative in sealed and unopened condition.

10. यदि चाहें तो निविदाकर्ता, इस निविदा खोलने के समय भाग लेने के लिए प्राधिकृत पत्र के साथ अपने अधिकृत प्रतिनिधि को नियुक्त कर सकते हैं।

Tenderers if so desired, may depute their authorised representative with letter of authority to attend this tender opening.

- 11. निविदा जो क्रम संख्या (2) से (9) के अनुसार जमा नहीं किया गया है उसे निरस्त कर दिया जाएगा।
  Tenders not submitted as stipulated at point nos. (2) to (9) above shall be rejected.
- 12. इस निविदा के खंड "ए", "बी" और "सी" में किसी भी शर्तों का अनुपालन नहीं करने से भी निविदा रद्द हो सकती है।

  Non-compliance of any of the stipulations in **Section A**, **B** & **C** of this tender enquiry also may cause rejection of the tender.

(निवेदित माथुर)/ (NIVEDIT MATHUR) वरिष्ठ प्रबंधक(सा.प्र.)/SR.MGR(MM)



#### **SECTION-A**

**Technical Specification :-** Supply of spares parts for HM-101 Crane at FSNL Nagarnar Unit, Inside NISP Nagarnar, District- Bastar (C.G.)

S/n.	Part No.	Description	Qty. (In No.)
1.	147B152	Boom Hoist Pulley Bush	02 Nos.
2.	55120	Oil Seal	02 Nos.
3.	55126	Oil Seal	03 Nos.
4.	593 <i>C</i> 346	Chain Sprocket	02 Nos.
5.	545 <i>C</i> 108	Sleeve	02 Nos.
6.	236D24 PAI	Shaft Collar	02 Nos.

#### Make :- INDIGIOUS/ IMPORTED/ OEM

#### **General Note:**

- 1. L-1 status shall be evaluated on totality basis.
- 2. The above job to be required for our FSNL Nagarnar Unit, Inside NISP, Nagarnar. Hence, tenderers are requested to quote F.O.R., Nagarnar Basis.
- 3. Please refer to the terms & conditions are shown in the **Section-B** to this enquiry and confirm each point in your quotation.
- 4. 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.
- 5. Each page should be signed by authorised signatory of the tenderer and name & designation should be mentioned along with rubber stamp/seal of the tenderer as a token of acceptance.

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 <a href="www.fsnl.co.in">www.fsnl.co.in</a> for future participation in tenders after enlistment. Vendors who are already enlisted with FSNL can only participate in this tender.



#### **SECTION-B**

#### **TERMS & CONDITIONS**

- 1. <u>Envelope containing quotation</u>: Enquiry No., Date & Due Date must be super scribed on the envelope containing quotation.
- 2. Firm price: The price(s) quoted should remain firm through complete execution of the order.
- 3. <u>Validity:</u> The quotation should be valid for a period of **120 days** from the date of opening of the techno-commercial bids.
- 4. <u>GST Registration :-</u> 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".
- 5. <u>GST :-</u> Tenderer are requested to provide GST details as per **Annexure-1 & II** and also mention the percentage of GST applicable extra separately & the rate should be quoted exclusive of GST.
- 6. Preference to "Make in India": Preference to Make in India will be given as per Annexure-III.
- 7. <u>Declaration Under Income Tax Act 1961</u>:— 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.
- 8. <u>Packing, Loading, Lacing & Forwarding :-</u> The price(s) quoted by the tenderer shall be deemed to be inclusive of packing, loading, lacing and forwarding charges to ensure safety during transit.
- 9. <u>Transportation charges :-</u> Tenderers have to quote on F.O.R. our FSNL Nagarnar Unit, Inside NISP destination rates in **SECTION-C.**
- 10. <u>Transit Insurance :-</u> Please note that the transit insurance will be arranged by FSNL. You will have to furnish all details of despatch along with value of consignment to our Corporate Office at Bhilai prior to despatch of consignment, failing which transit risk shall be entirely tenderer responsibility.
- 11. <u>Delivery</u>:- Delivery shall be made **within 1 (One) months** from the date of receipt of our confirmatory purchase order/LOI at Nagarnar Unit.
- 12. <u>Guarantee:</u> The item(s) supplied shall be fully guaranteed for a period of **12 months** from the date of supply. If any defects in materials and/or workmanship and/or premature failures reported during the guarantee period shall have to be replaced by the successful tenderer free of cost including the to & fro transportation cost for such replacements. Tenderers not specifying these details shall be liable for rejection.

Date : Signature :

Name (in block letter) : Designation :



- 13. Payment: 100% payment shall be made within 30 days from the date of submission of your bill along with receipted challan & guarantee certificate.
- 14. Place of supply and 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. You should submit GST return mentioning the GST number of the State where the material has been supplied or services has been provided.
- 15. <u>Banker's Details :-</u> Tenderers are requested to state **Banker's Name**, **Branch**, **Account No.**, **PAN No.** and **IFS Code** for remittance of **payment though NEFT/RTGS**.
- 16. Packing: All the material(s) should be packed in good condition.
- 17. <u>E-Way bill :-</u> It will be the responsibility of supplier to prepare proper e-way bill while transporting the goods.
- 18. Quantity: FSNL reserves the right to reduce the quantity during placement of order and hence price quoted by the tenderer should also be valid for lesser quantity of individual item. The tenderer should specifically confirm the acceptance of this point in techno-commercial bid.
- 19. <u>Liquidated Damages :-</u> Penalty @ 1/2% per week of the value of the unexecuted order shall be charged for delay in delivery beyond the scheduled delivery period, subject to a maximum of 5% of the value of the unexecuted order. Proportionate penalty for delay for part of a week shall also be payable by the successful tenderer. The penalty falling due shall be recoverable from your bill(s). Your offer shall be rejected if this Liquidated damages clause is not accepted.
  - 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.
- 20. <u>Risk Purchase:</u> In the event, the successful tenderer fails to execute the order, FSNL reserves the right to procure the same from some other source and the extra cost, if any, incurred by FSNL on such account and the duties and taxes thereof shall be recoverable from the successful tenderer. Your offer may be rejected if this Risk Purchase clause is not accepted.
- 21. <u>Arbitration:</u> 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 made in pursuance thereof shall be binding on the parties.
- 22. <u>Disputes :-</u> Should any dispute as regards quality, quantity, specification, interpretations of the purchase order terms or methodology for execution of supply arise, the decision of FSNL will be final and binding upon the successful tenderer.

Date :
Signature :
Name (in block letter) :

Name (in block letter) :
Designation :



- 23. Tender Accept and 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.
- 24. 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.
- 25. Conditional offer: - FSNL reserves the right to reject conditional offers which do not accept the terms and conditions of this offer.
- MSME: Tenderer(s) falling under MSME category and having valid registration certificate with 26. 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".
- 27. Environment, health and safety of the organization :- The supply of materials/execution of the job as stipulated in this enquiry should not adversely affect the environment, health and safety of the organization.
- 28. Termination of order :- FSNL reserves the right to terminate the order at 15 day's notice without assigning any reason(s) or incurring any liability thereby.
- 29. 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.
- 30. Jurisdiction :- Disputes, if any, arising out of this transaction are subject to provisions of competent court having jurisdiction over Durg.
- 31. Regret letter: Please forward your regret letter in case you do not wish to quote.

#### ALL ABOVE TERMS AND CONDITIONS ARE ACCEPTABLE TO US.

Date Signature Name (in block letter)

Designation



#### **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 Authorized Person under GST with	Place of Business		GST Regn Whether No. under (GSTIN) Composition Scheme		ler sition	HSN Code No.
	Mobile No. & Email ID.	Principal Place of Business	Additional Place of Business		Yes	No	

Date : Signature : Name (in block letter) :

Designation : Rubber Stamp of the Co. :



#### **ANNEXURE- II**

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

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



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

All the above terms & conditions are acceptable to us.



#### ANNEXURE - III

#### PREFERENCE TO "MAKE IN INDIA"

- 1. <u>Eligibility of Class-I Local Supplier/Class-II Local Supplier/Non-Local Suppliers" for different types of procurement.</u>
- (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.

Date : Signature :

Name (in block letter) : Designation :



- (c). In the procurements of goods or works, which are covered by para 1(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I Local Supplier' shall get purchase preference over' Class-II Local Supplier' as well as 'Non-Local Supplier', as per following procedure:
  - (i). Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I Local Supplier, the contract will be awarded to L1.
  - (ii). If L1 is not' Class-I Local Supplier', the lowest bidder among the 'Class-I Local Supplier', will be invited to match the L1 price subject to Class-I Local Supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such' Class-I Local Supplier' subject to matching the L1 price.
  - (iii). In case such lowest eligible 'Class-I Local Supplier' fails to match the L1 price, the 'Class-I Local Supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I Local Supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d). "Class-II Local Supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

#### Verification of Local Content :-

- (a). The Class-I Local Supplier/ 'Class-II Local Supplier at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for Class-I Local Supplier/ 'Class-II Local Supplier, as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- (b). In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I Local Supplier' 'Class-I Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- (c). Decision on complaints relating to implementation of this Clause shall be taken by the competent authority which is empowered to look into procurement related complaints relating to the procuring entity.
- (d). False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h)) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.

Date : Signature :

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



(e). A supplier who has been debarred by any procuring entity for violation of this Clause shall not be eligible for preference under this Clause for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which is comes to the notice of other procurement entities.

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

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

#### Definition for this purpose will be :-

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

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

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

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

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

"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 :

# WE WI WI WO

## **ANNEXURE- V**

## (On the letter head of organization)

		Date:
To,		
Ferro	Scrap	Nigam Limited
Unit		
Addre	ss	
<u>Subje</u>	<u>ct :-</u> <u>D</u>	Declaration regarding not being a "Specified Person" as per Sections 206AB and 206CCA of
	<u>t1</u>	ne Income Tax Act 1961.
Sirs,		
		ference to above mentioned subject regarding the TDS/TCS provisions of Sections 206ABA of the Income Tax Act 1961, inserted w.e.f. 1st July 2021 by the Finance Act 2021.
Accor	dingly	y it is declared as under :-
1.		
	Or in	n case of a proprietary concern :-
	fathe prop	
	Or i	n case of an Individual:-
	fathe prop	er's name) and resident of
2.	I/We us :-	e hold the following PAN (Permanent Account Number) which is the only valid PAN held by
	1	PAN
	2	Present Jurisdiction:
	3	Aadhaar no
	4	GST no
(Self o	ertifi:	ed 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).



## **SECTION- C**

## PRICE- BID

<u>Scope of Job :-</u> Supply of spares parts for HM-101 Crane at FSNL Nagarnar Unit, Inside NISP Nagarnar, District- Bastar (C.G.)

S/n.	Part No.	Description	Qty.	Unit (Rs.)	GST (%)	Unit (Rs.)	Total (Rs.)	
			(In No.)	[Without GST]		[with GST]	[With GST]	
1.	147B152	Boom Hoist Pulley Bush	02 Nos.	Rs	<i>G</i> ST@%	Rs	Rs	
2.	55120	Oil Seal	02 Nos.	Rs	<i>G</i> ST@%	Rs	Rs	
3.	55126	Oil Seal	03 Nos.	Rs	<i>GS</i> T@%	Rs	Rs	
4.	593 <i>C</i> 346	Chain Sprocket	02 Nos.	Rs	<i>G</i> ST@%	Rs	Rs	
5.	545 <i>C</i> 108	Sleeve	02 Nos.	Rs	<i>G</i> ST@%	Rs	Rs	
6.	236D24 PAI	Shaft Collar	02 Nos.	Rs	<i>G</i> ST@%	Rs	Rs	
9.	Grand Total	Rs						

#### Make:- INDIGIOUS / OEM

Note :- L-1 status shall be evaluated on totality basis.

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