



सीआईएन: यू27102सिटी1989जिओ1005468  
CIN: U27102CT1989GO1005468

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

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

फोन/PHONE :0788-2222474, 2222475

फैक्स/FAX :0788-2220423, 2223884

ईमेल/Email : **k.girish@fsnl.co.in**

**सीमित निविदा /LIMITED TENDER**

**इन्क्वायरी संदर्भ संख्या एफ.सी/ENQUIRY REF.NO. FC/ 3430 /2023 दिनांक/DATE: 30-10-2023.**

1.	निविदा प्रस्तुत करने की अंतिम तिथि <b>Last date of submission of tender</b>	:-	<b>10-11-2023</b> को अपराह्न <b>2.30</b> बजे तक <b>By 2.30 p.m. on 10-11-2023.</b>
2.	टेक्नो-कमर्शियल बिड खोलने की तिथि <b>Techno-commercial bid opening</b>	:-	<b>10-11-2023</b> अपराह्न <b>3.00</b> बजे <b>At 3.00 p.m. on 10-11-2023.</b>
3.	कार्य का नाम जिसके लिए निविदाएं बुलाई गई हैं <b>Name of work for which tenders called.</b>	:-	जैसा कि खंड- ए में उल्लिखित है <b>As mentioned in the Section-A.</b>
4.	निविदा प्रस्तुत करने और खोलने का स्थान <b>Place of submission and opening of tender</b>	:-	कार्यालय :- सहायक महाप्रबंधक (सामग्री प्रबंधन), फेरो स्क्रेप निगम लिमिटेड, इक्विपमेंट चौक, सेंट्रल एवेन्यू, पोस्ट बॉक्स सं. 37 भिलाई -490001(छ.ग.) Office of :- <b>Assistant General Manager (MM),</b> Ferro Scrap Nigam Ltd. Equipment Chowk, Central Avenue, Post Box No.37, Bhilai-490 001 (C.G).

(के. गिरीश कुमार)/ (K.GIRISH KUMAR)

सहायक महाप्रबंधक (सा.प्र.)/ AGM(MM)

<p><b>फेरो स्क्रेप निगम लिमिटेड</b> (भारत सरकार का उपक्रम) इक्विपमेंट चौक, सेंट्रल एवेन्यू पोस्ट बॉक्स सं.37 भिलाई-490 001 (छ. ग.) (वेबसाइट- www.fsnl.nic.in)</p>	<p><b>FERRO SCRAP NIGAM LIMITED</b> (A GOVERNMENT OF INDIA UNDERTAKING) EQUIPMENT CHOWK, CENTRAL AVENUE POST BOX NO.37 BHILAI 490 001(C.G) (Website - www.fsnl.nic.in)</p>
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**निविदाकर्ताओं को निर्देश/ INSTRUCTIONS TO THE TENDERER:**

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

1. निविदा में निम्नानुसार **3 खंड** शामिल हैं :-  
The tender comprises of **3 sections** as stated below :-  
**खंड "ए"** तकनीकी विनिर्देश और आपूर्ति/कार्य का दायरा दिखाने वाला तकनीकी हिस्सा है।  
**SECTION "A"** is the technical part showing technical specification and scope of supply/work.  
**खंड "बी"** निविदा के नियम और शर्तें वाणिज्यिक भाग में दर्शाया गया है।  
**SECTION "B"** is the commercial part showing terms & conditions of the tender.  
**खंड "सी"** मूल्य-बिड जमा करने के लिए प्रारूप दिखा रहा है।  
**SECTION "C"** is the price part showing the format for submission of price-bid.
2. 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 वाणिज्यिक नियमों और शर्तों की पुष्टि और स्वीकृति, निविदा की **खंड "बी"** में दी जानी चाहिए।  
Confirmation and acceptance of all the commercial Terms & Conditions as per Section-B must be given in **Section-B** of the tender.
5. **खंड "ए"** और **"बी"** के प्रत्येक पृष्ठ पर निविदाकर्ता के अधिकृत हस्ताक्षरकर्ता द्वारा हस्ताक्षरित होना चाहिए और नाम तथा पदनाम के साथ इस निविदा के तकनीकी और वाणिज्यिक भागों की स्वीकृति का टोकन के रूप में सील मुहर के साथ उल्लेख किया जाना चाहिए।

Each page of **Sections A & B** should be signed by authorised signatory of the tenderer and name and designation should be mentioned along with rubber stamp/seal of the tenderer as a token of acceptance of the technical and commercial parts of this tender.

6. निविदा के **खंड "ए"** और **खंड "बी"** को सीलबंद कवर/लिफाफे में एक साथ प्रस्तुत किया जाना चाहिए, लिफाफे के ऊपर **"भाग -1: टेकनो-कामर्शियल बिड"** लिखा जाना चाहिए। इस लिफाफे पर इन्क्वारी क्रमांक, खोलने का दिनांक और नियत दिनांक का भी उल्लेख किया जाना चाहिए।

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

7. **कीमतें/दरें भाग I में नहीं दिखनी चाहिए :-** प्रत्येक कार्य के लिए मूल्य/दर खंड"स"में दिखाया जाना चाहिए और एक अलग मुहरबंद कवर में डाल दिया जाना चाहिए जिसे **"भाग-2: 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।

**Prices/Rates should not be shown in Part-I.**

Price/Rate for the each job should be shown in **Section-C** and put in a separate sealed cover which should be superscribed as **"PART-II : PRICE BID"**. The enquiry No. and date should also be mentioned on this envelope. Each page of **Section-C** should be signed by authorised signatory of the tenderer and name and designation should be mentioned along with rubber stamp/seal of the tenderer.

8. उपर्युक्त सभी मुहरबंद कवर को एक साथ रखा जाना चाहिए और एक बड़े लिफाफे में सीलमुहरबंद 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 भेजा जाना चाहिए: -

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

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

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

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

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

10. यदि चाहें तो निविदाकर्ता, इस निविदा खोलने के समय भाग लेने के लिए प्राधिकृत पत्र के साथ अपने अधिकृत प्रतिनिधि को नियुक्त कर सकते हैं।  
Tenderers if so desired, may depute their 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.

(के. गिरीश कुमार)/ (K.GIRISH KUMAR)  
सहायक महाप्रबंधक (सा.प्र.)/ AGM(MM)

**SECTION-A**

**Scope of work :-**

1. Advertising agency for Publishing of NIT, recruitment advertisements etc. in the following newspapers as & when required for a period of one year on rate contract basis and extendable for further one year period on satisfactory performance & mutual agreement.

(i).	The Times of India
(ii).	Telegraph
(iii).	The Hindustan Times
(iv).	The Hindu
(v).	Dainik Bhaskar
(vi).	Patrika
(vii).	Navabharat
(viii).	Deshbandhu
(ix).	Haribhumi
(x).	Naiduniya
(xi).	Employment News (रोजगार समाचार)
(xii).	Any other Hindi or English newspaper as per our requirement.

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

## **SECTION-B**

### **TERMS & CONDITIONS**

1. **Firm price** :- The price quoted should remain firm through complete execution.
2. **Validity** :- The quotation should be valid for a period of 120 days from the date of opening of the techno-commercial bid.
3. **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".
4. **GST** :- Tenderers are requested to provide GST details as per **Annexure-I & II** & mention the % of GST applicable extra.
5. **TDS** :- TDS will be deducted as per Government Guidelines.
6. **Preference to "Make in India"** :- Preference to Make in India will be given as per **Annexure-III**. Tenderers have to submit signed and stamped **Annexure- III**. Kindly confirm the percentage of Local Content of the quoted equipment and give details of location(s) at which the local value addition is made.
7. **Vendors Sharing Land Borders with India** :- Vendors have to confirm whether they share land border with India as per **Annexure- IV**. The vendor who share land border with India, will be eligible to bid in this tender only if they are registered with Competent Authority as detailed in **Annexure- IV**.
8. **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- V enclosed**) on their letter head with seal and signature of authorized person alongwith offer.
9. **Period of order** :- As & when required for a period of one year on rate contract basis and extendable for further one year period on satisfactory performance & mutual agreement.
10. **Risk Purchase** :- 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 thereof including the duties and taxes shall be recoverable from you.
11. **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.

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

12. **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.

13. **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.

14. **Dispute:-**Should any dispute arises, the decision of FSNL will be final and binding upon the tenderer.

15. **Removal of doubts :-** In respect of any matter concerning under the tender, not specifically provided on the tender, the decision of competent authority of FSNL, shall be conclusive and binding on the tenderer.

16. 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.

17. **Jurisdiction :-** Disputes, if any, arising out of this transaction are subject to provisions of competent court having jurisdiction over Durg.

18. **MSME Category :-** Tenderer(s) falling under MSME category and having valid registration certificate with NSIC, then applicable benefits/facilities shall be extended as per procurement policy of Government of India.

19. Is your firm registered :-

- i) - Under Companies Act, 2013  
If yes, please furnish :-  
a) Copy of certificate of incorporation issued by Registrar of Companies.  
b) Memorandum & Articles of Association.
- ii) - Under Partnership Act, 1932  
If yes, please furnish :-  
Photo copy of registered partnership deed.
- iii) - As a sole proprietary firm  
If yes, please furnish :-  
Photo copy of proprietors affidavit for proprietorship.
- iv) - Under Indian Factories Act  
If yes, please furnish :-  
Photo copy of the certificate issued by the Inspector of Factories.

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Date :  
Signature :  
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- v) - As a Small Scale Industry  
If yes, please furnish :-  
Photo copy of certificate issued by the Directorate of SSI/NSIC.

20. Agency should be accredited with INS. Kindly submit copy of the same.

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

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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 Authorized 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	

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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;
  - 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.

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

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.**

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

### **ANNEXURE – III**

#### **PREFERENCE TO “MAKE IN INDIA”**

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

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

#### **2. Purchase Preference :-**

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

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

- (c). In the procurements of goods or works, which are covered by para 1(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I Local Supplier' shall get purchase preference over 'Class-II Local Supplier' as well as 'Non-Local Supplier', as per following procedure:
  - (i). Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I Local Supplier, the contract will be awarded to L1.

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- (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-II Local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- (c). Decision on complaints relating to implementation of this Clause shall be taken by the competent authority which is empowered to look into procurement related complaints relating to the procuring entity.
- (d). False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h)) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- (e). A supplier who has been debarred by any procuring entity for violation of this Clause shall not be eligible for preference under this Clause for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which is comes to the notice of other procurement entities.

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

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

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**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.**

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Date :  
Signature :  
Name (in block letter) :  
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## **ANNEXURE-IV**

### **Bidders Sharing Borders with India**

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

### **Explanation:-**

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

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Date :  
Signature :  
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Designation :



V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. **Applicable in tenders for Works contracts, including Turnkey contracts**

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

2. **Model Certificates**

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

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

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

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

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

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

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

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

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

Date :  
Signature :  
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**1. Competent Authority**

A. The Competent Authority for the purpose of registration under this Clause shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)".

B. The Registration Committee shall have the following members:-

- (i) An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman.
- (ii) Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those departments whose sectors are covered by applications under consideration.
- (iii) Any other officer whose presence is deemed necessary by the Chairman of the Committee.

**2. Transitional Cases:-**

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

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Date :  
Signature :  
Name (in block letter) :  
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**ANNEXURE- V**

**(On the letter head of organization)**

Date :

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

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

Sirs,

This has reference to above mentioned subject regarding the TDS/TCS provisions of Sections 206AB and 206CCA of the Income Tax Act 1961, inserted w.e.f. 1<sup>st</sup> July 2021 by the Finance Act 2021.

**Accordingly it is declared as under :-**

1. We ..... (name declarant company/ firm) ..... having Registered Office at ..... (address) ..... hereby declare and undertake that:

**Or in case of a proprietary concern :-**

I ..... (name individual) ..... S/o – D/o (Give father's name) and resident of ..... Address ..... and proprietor of M/s ..... (trade name) ..... hereby declare and undertake that:-

**Or in case of an Individual:-**

I/We .....(name individual)..... S/o – D/o (Give father's name) and resident of ..... Address ..... and proprietor of M/s ..... (trade name) ..... hereby declare and undertake that:-

2. I/We hold the following PAN (Permanent Account Number) which is the only valid PAN held by us :-

1	PAN	
2	Present Jurisdiction:	
3	Aadhaar no	
4	GST no	

**(Self certified copy of the PAN card and Aadhaar Card is enclosed for your reference and record)**

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

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).**

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

**SECTION-C**

**PRICE BID**

<b>S/n.</b>	<b>Description</b>	<b>Best possible reduction on the card rate of the newspaper (in %)</b>
1.	The agencies are requested to submit best possible rate to publish NIT, recruitment etc. in newspapers as per <b>Section-A</b> to this enquiry in the applicable minimum sizes.	-----

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