

FERRO SCRAP NIGAM LIMITED

(A Govt. of India Undertaking, Mini Ratna-II, IMS Certified Company)

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खुली निविदा सूचना सं/Open Tender Notice No. TN-02/2022-23 Dt.17.11.2022

TENDER DOCUMENT

For

**ENGAGEMENT OF INTERNAL AUDITORS FOR THE
FINANCIAL YEAR 2023-24, 2024-25 & 2025-26**

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LAST DATE FOR BID SUBMISSION : 16.12.2022

NOTE : TENDERERS ARE REQUESTED TO VERIFY AT OUR WEBSITE WHETHER ANY CORRIGENDUM IS ISSUED RELATED TO THIS TENDER BEFORE SUBMITTING THEIR OFFER.

**SUBJECT: NOTICE INVITING TENDER FOR ALLOTMENT OF INTERNAL AUDIT
FOR THE YEAR 2023-24, 2024-25 & 2025-26**

1. Ferro Scrap Nigam Limited(FSNL), a Government of India Undertaking having its Unit at Bhilai (Chhattisgarh), Bokaro (Jharkhand), Burnpur, Durgapur (West Bengal), Rourkela (Odisha), Visakhapatnam (Andhra Pradesh), Salem (Tamil Nadu), Hyderabad (Telangana), Hazira (Gujarat) Nagarnar (Chhattisgarh), Corporate Office in Bhilai (Chhattisgarh) invites offer from reputed Audit Firms to provide service as Internal Auditor of FSNL for the financial years 2023-24, 2024-25 & 2025-26 on the same Rate, Terms & Conditions.

- (i) The tender document that can be downloaded from FSNL's website www.fsnl.nic.in will be available for download from : **17.11.2022**
- (ii) Last date of Submission of Tender Document : **16.12.2022**
- (iii) Date of opening of Techno Commercial Bid : **16.12.2022**

2. **SCOPE OF WORK:**

A. Objective of Audit :

Auditor while ensuring the complete coverage of the scope of Internal Audit should priorities/provide relative emphasis between different areas based on the professional assessment of the risk profile of different areas and exercise professional judgement in case of audit requiring test check.

Internal Auditors shall apply their expertise in bringing out the deviations/irregularities and suggestions.

The scope of Internal Audit of FSNL for the Financial Year 2023-24, 2024-25 & 2025-26 will be as per Annexure-III. The auditors have to physically visit the unit and CO to carryout the Audit work.

3. **FEES:**

Fees and out of pocket expenses should be quoted separately on lump sum basis per Quarter of Financial Year. Fees should be quoted exclusive of Goods and Service Tax. The rates to be quoted as per format mentioned in Annexure -IV & it should be kept firm for all the years (i.e. 2023-24, 2024-25 & 2025-26).

4. **PAYMENT TERMS:**

Payment will be made on quarterly basis on submission of bill and acceptance of quarterly Audit report by the management.

5. **ELIGIBILITY CRITERIA** (certified copy of testimonial to be enclosed):-

Criteria Accountant	Documents to submitted
A Chartered Accountant / Cost Accountant firm having valid certificate of Practice from respective Institute.	Latest copy of firm constitution certificate as downloaded from the website of respective Institute Portal after Publication of this tender.
	Copy of Certified Profit & Loss account of the Firm of the F.Y. 2019-20, 2020-21 & 2021-22.
Firm must have CISA/DISA/DISSA Qualified Partner	At Least one partner must be qualified. Copy of Certificate of the Partner

*Note:

Abbreviation	Required Qualification	Professional Institute
DISA	Diploma in Information System Audit	The Institute of Chartered Accountants of India
DISSA	Diploma in Information System Security Audit	The Institute of Cost Accountants of India
CISA	Certified Information Systems Auditor	Information Systems Audit and Control Association- ISA CA

- The Audit Firms should be in existence for a minimum period of five years and the Gross professional receipt in last 3 years i.e. from FY 2019-20 to FY 2021-22 should be more than Rs. 35.00 Lakhs in any of 3 Financial Years.
- No. of qualified Chartered/Cost Accountants, employed in the firm should not be less than 3 persons. In case of Partnership firm Nos. of Partners can also be considered in this purpose.
- Number of employees attached with the Firm (CA-Intermediate and/or Cost – Intermediate) employed in the firm should not be less than 10 persons.
- Firms need to quote as per format as mentioned in **Annexure IV**.
- The Company reserves its right to accept or reject any bid(s) without assigning any reasons thereof. The decision of the Company will be final and binding upon the parties participating in the tender.

6. **TERMS AND CONDITIONS:**

- Validity of job order:** The validity of the contract will be for a period of three years starting from financial year 2023-24 for conducting Internal Audit.
- Completion of Job:** Time being the essence of the contract, all the Internal Audit of each quarter shall be completed within the next month after completion of the each quarter. It is also expected that the Internal Audit has to commence w.e.f. the award of the work.
- Payment Terms:** Payment shall be released within 30 working days from the date of submission of bill by the Firm(s) after issuance of Quarterly Internal Audit Report to the satisfaction of FSNL. No advance payment shall be made. Taxes as applicable will be deducted from the bill.
- Acceptance/Rejection of Bids:** The Management of FSNL reserves the right to reject all or any bids without assigning any reason whatsoever.

- e) **Termination of Contract:** Termination of contract in case of non-compliance of terms & conditions of engagement or non-submission of report in time or unsatisfactory performance.
- f) Evaluation of the firms will be made as cost to the company (Corporate Office and Units).
- g) **Dispute:** In case of any dispute arising during execution of contract, an amicable solution may be arrived at with discussion and reconciliation. However, in case of any dispute remaining unresolved, decision of Management of FSNL will be final and binding on both the parties to the Contract.
- h) Firms who fulfill the above minimum criteria may download the Tender Document from www.fsnl.nic.in.
- i) Offer submitted without Integrity Pact will be summarily rejected without assigning any reason.
- j) Audit firms to whom the work will be awarded shall not be allowed to subcontract the work to any other parties either in part or full.
- k) Reports are to be submitted to HOD- F&A, FSNL as per scope of work.
- l) During the Audit period new units can be added and closed units can be deleted from the scope of work. The rate of that unit will be added or deleted proportionately.
- m) The applicants are advised to visit the office location to get first hand information as regards its approach, accessibility, site conditions etc. and other matters affecting cost and work. All costs incurred in connection with submission of the prequalification application shall be borne by the applicant irrespective of the outcome.
FSNL may ask for any additional information and/or clarification from the applicant. The applicant shall submit such additional information and/or clarification as requested by FSNL within the time specified in the communications.
- n) **GST:** - Tenderers are requested to provide GST details as per Annexure VII & VIII & mention the % of GST applicable extra in the quoted price in GeM.
- o) **GST Invoice:** The party has to submit GST Compliance Invoice.
- p) **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.
- q) **Preference to "Make in India":** - Preference to Make in India will be given as per Annexure- IX. Tenderers have to submit signed and stamped Annexure IX. 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.
- r) **Vendors Sharing Land Borders with India:-** Vendors have to confirm whether they share land border with India as per Annexure X. 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 X.
- s) **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 XI enclosed) on their letter head with seal and signature of authorized person alongwith offer.

- t) **MSME Category** :- 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.
- u) **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). **You have to sign & forward the Integrity Pact alongwith your offer to FSNL.(Annexure VI)**

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

<p>1. Shri Ved Prakash Yajurvedi, IOFS (Retd.) E-33, Ayudh Vihar, Plot No. 3, Sector-13, Dwarka, New Delhi- 110 075. Mob No.9473763645 Email: vpvayurvedi@gmail.com</p>	<p>2. Shri Sanjiv Sharma, Ex-Director (Fin.), MDL House No.74, Sector-10, Raj Nagar, Ghaziabad U.P. – 201 002 Mob.No.7045229900 Email: aicpa.sanjiv@yahoo.com/ sanjiv0410@gmail.com</p>
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The following general guidelines has been suggested for Audit Report.

1. Auditor should give their comment on each and every point. It not applicable to unit/co the auditor should specifically mention the same.
2. All Executive summary highlighting major points should be attached.
3. Auditor shall mention his recommendations clearly in Executive Summary giving full disclosures.

In case of tie amongst Firms, the Firms will be evaluated based on the preference conditions i.e., A tie in this stage also will further lead the evaluation based on the date of registration and the firm with oldest date of registration will be selected. If there is tie for date of registration also, then the selection of a firm will be based on the greater number of partners in the firm.

- v) **UAM No.** 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”.
- w) The supply of equipment which is stipulated in this tender should not adversely affect the environment, health & safety of the organisation.
- x) Quotations containing any other conditions than those stated herein will be treated as conditional offer, which will be rejected.

7. **Performance Bank Guarantee :** Performance Bank Guarantee equal to 3 % of the Contract Value valid for 2 months beyond the date of completion of all contractual obligations to be submitted by successful bidder for ensuring due performance of contract.

8. **TENDER SUBMISSION:**

Tender will be submitted in **‘TWO’** separate sealed envelopes as below:

All the two (2) envelopes should be numbered clearly and super scribed with our Tender ref. number, date, Title, Bid opening Date and bidder’s name and address. All the two (2) envelopes may be enclosed within a single envelope; however bidder should mention the related details on each envelope.

Envelope-I shall consist of forwarding letter in (Annexure-I) and Qualifying Requirement (QR)/Eligibility criteria documents, Technical offer, Name of firms where such services have been provided, PAN, GST Registrations & Commercial Terms & Conditions in Annexure II. Envelope-I should be superscribed as **“TECHNO-COMMERCIAL BID”**.

Envelope-II shall consist of **Price Bid** (as per Annexure-IV) duly superscribing as **“PRICE BID”**.

Above two envelopes enclosed in the one envelop clearly superscribing Tender details and contents inside the envelope (Envelope-I & Envelope-II) details shall be submitted by the bidder on schedule date and time as indicated in Tender.

9. **TENDER OPENING:**

a) Complete Schedule/Submission Schedule :

- | | | |
|-------|--|---|
| (i) | The tender document that can be downloaded from FSNL’s website: www.fsnl.nic.in will be available for download from | : 17.11.2022 |
| (ii) | Last date of Submission of Tender Document | : 16.12.2022 |
| (iii) | Date of opening of Techno-Commercial Bid | : 16.12.2022 |
| (iv) | Date of opening Price bid | : will be intimated to successful Bidder. |

Two part bidding system shall be followed for the subject Tender.

First Part of Opening:

- b) **Envelope-I** : QR documents/Techno-Commercial offer will be opened at **16.12.2022 at 3.00 PM** .

Note:

- (i) All the supporting documents should be certified/attested by the bidder.
- (ii) In case any bidder fails to submit the documents in support of qualifying requirements (QR), the offer of the bidder shall be rejected and his price bid shall not be opened.

Second Part of Opening:

Envelope-II: The Price bids (Annexure-IV) of only those bidders who qualified technically & commercially only shall be opened. Opening date will be informed separately.

Tenders shall be opened in presence of bidder(s), who may wish to be present.

- c) **Submission of Bid:** The Interested Firms may send their offer with all applicable attachments in sealed envelope marked with '**OFFER FOR WORK OF INTERNAL AUDITORS FOR FY 2023-24, 2024-25 and 2025-26**' along with documentary evidences in support of their details furnished above to reach this office latest by **2.30 PM** on or before **16.12.2022**. The offer should be submitted to the following address:

Dy. General Manager (MM),
Ferro Scrap Nigam Limited,
FSNL Bhawan, Post Box No.37,
Equipment Chowk, Central Avenue,
Bhilai-490 001 (C.G.)

Note: **Application received after the above mentioned date & time will not be considered.**

- d) **Tender Document Fee:** Those tenderers who have submitted their offer on the basis of format down loaded from our web-site, have to enclose a demand draft (non-refundable) for Rs.500/- drawn on any scheduled bank in the name of Ferro Scrap Nigam Ltd., payable at Bhilai in a separate envelope superscribing as "Tender document fee". Tenders received without the above requisite amount shall be liable for rejection.

Bidders are requested to visit our website regularly for any amendment/addendum/corrigendum/extension until last date.

10. COMMERCIAL REJECTION CRITERIA:

- 1. Bid should be submitted in Two Bid system in two separate envelopes. The offers of the bidders indicating/disclosing prices in techno-commercial bid (unpriced bid) or at any stage before opening of price bid shall be straightaway rejected.
- 2. Telex/Telegraphic/Fax/e-Mail/Xerox/offers and bids with scanned signature. Original bids which are not signed manually.
- 3. Offers which do not confirm unconditional validity of the bid for 240 days from the date of opening of bid.
- 4. Offers where prices are not firm during the entire duration of the contract and/or with any qualifications.
- 5. Non-submission of Integrity Pact, duly signed by the same signatory who signs the bids as required.
- 6. Non-submission of any document as asked in this tender.

11. TENURE OF THE CONTRACT:

It will be for 3 Financial years i.e. 2023-24, 2024-25 & 2025-26.

12. **Duly stamped and signed all pages of this Tender Document alongwith Annexures to be submitted.**

ANNEXURE-I

(On letter head of Firm)

Format of Covering letter

Date:

To

.....(Designation)

.....(address)

Sub: Quotation for.....

Dear Sir,

We enclose herewith the Particulars and Details of the Firm, Techno-Commercial bid and price bids in connection with the above assignment.

We also state as follows:

- a. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.
- b. The prices quoted by us in the price bid are valid for 240 days from the date of opening of bid. We confirm that this proposal will remain binding upon us.
- c. Prices have been arrived independently without consultation, communication, agreement or understanding (for the purpose of restricting competition) with any competitor.
- d. We agree to bear all costs incurred by us in connection with the preparation and submission of the offer and to bear any further pre-contract costs.
- e. We understand that M/s.FSNL is not bound to accept the lowest or any proposal or to give any reason for award, or for the rejection of any proposal.
- f. I confirm that I have authority of.....(name of the firm) to submit the proposal and to negotiate on its behalf.

Thank you,

(Name of Authorized Signatory) and membership no.

Name of Firm.

ANNEXURE-II

(On letter head of Firm)

PROFORMA FOR TECHNO COMMERCIAL BID

(For conducting Internal Audit of FSNL for the Financial Years
2023-24, 2024-25 & 2025-26) containing the following details:

Sl. No.	PARTICULARS	Details (Supporting Documents where applicable are required to be Submitted along with this form)
1.	Compulsory Conditions: i) Existence for a minimum period of five years. ii) Gross professional receipt in last 3 years i.e. from FY 2019-20 to FY 2021-22 should be more than Rs. 35.00 Lakhs in any of 3 Financial Years	
2.	Year of establishment of the Firm	
3.	Partners (details) as per The Institute of Chartered Accountants of India / The Institute of Cost Accountants of India, certificates as on 01.09.2022.	
4.	Branch Office 1,2,3.....at our respective Branches (Particulars of each branch to be given)	
5.	Names of the Chartered Accountants/Cost Accountants employed with the firm.	
6.	Number of semi-qualified employees attached with the Firm (CA-Intermediate and/or Cost –Intermediate)	
7.	Exposure of the Firm in processing industries preferably under Central/ State Government as Statutory/Internal Auditors (Name of the PSU, Year of audit and nature of audit undertaken).	
8.	Exposure of the Firm in industries other than processing under Central/Government as Statutory/Internal Auditors (Name of the PSU, Year of audit and nature of audit undertaken).	
9.	GST registration certificate	
10.	RTGS/NEFT – mandate duly endorsed by your Banker	

SIGNATURE
NAME (in block letter)
DESIGNATION
RUBBER STAMP OF THE FIRM

Sl. No.	PARTICULARS	Details (Supporting Documents Where applicable are required to be Submitted along with this form)
11.	The applicant Firm of Chartered Accountants/ Cost Accountants must have carried out in addition to Routine Audit, Internal/special Audits in the following areas: i) Direct Taxes ii) State related Taxes /VAT Audit. iii) Central Excise/Service Tax,GST iv) Physical verification of Fixed Assets & inventory of Stores & Spares. The above are only illustrative and not Comprehensive.	
12.	Resume of the Firm	
13.	Registration Certificate issued by The Institute of Chartered Accountants of India/The Institute of Cost Accountants of India	

The above techno-commercial bid also includes:

1. Proposed Overall Incharge for the assignment Partner:
2. Proposed Completion Time (from the date of receipt of engagement letter): This should be in line with the time limit prescribed in the tender document.
3. Proposed Team for the assignment (keeping in view the scope of work, coverage etc.):

Level	Educational Qualification	Key Responsibilities Or Task Assigned	Number of Man-days
In-Charge	FCA/ACA FCMA/ACMA	Finalisation	
Team Leader	FCA/ACA FCMA/ACMA	Pre-Finalisation, Checking	
Team Member	Semi Qualified	Collation, Compilation, Consolidation	
Team Member	Support Staff/ Article Clerk	Routine Checking	

4. Description of Approach & Work Plan
 - a. Technical Approach.
 - i) Note on Firm's Understanding of the assignment
 - ii) Books of Accounts/Registers/Records to be checked.
 - iii) Statements and Reports to be prepared
 - b. Work Plan.
5. Letter of Reference.

SIGNATURE
NAME (in block letter)
DESIGNATION
RUBBER STAMP OF THE FIRM

ANNEXURE –III

SCOPE OF WORK FOR INTERNAL AUDITORS

The Internal Audit will be carried out on the following offices/units of the Company as per agreed audit plan:

OFFICES/UNITS	NOS.	FREQUENCY OF AUDIT	SUBMISSION OF REPORTS
CORPORATE OFFICE	1	QUARTERLY	WITHIN THE NEXT MONTH OF EACH QUARTER
UNITS	10	QUARTERLY	WITHIN THE NEXT MONTH OF EACH QUARTER

The illustrative (but not exhaustive) list of tasks to be performed for Internal Audit by Chartered Accountant / Cost Accountant Firm is given as under:-

A. Following would be the scope covered for Corporate Office.

FUNCTION	AREAS	ILLUSTRATIVE SCOPE (Including but not limited to)
FIXED ASSETS	CAPITAL EXPENDITURE PLAN	<p>PROCEDURES / SYSTEMS FOR SANCTIONING, PROCUREMENT, ACCOUNTING OF FIXED ASSETS</p> <p>CAPITAL WORK IN PROGRESS / PROJECT AND SCHEDULE OF COMPLETION</p> <p>INSTALLATION AND COMMISSIONING</p> <p>MAINTENANCE AND UP-KEEP</p> <p>MAINTAINING AND UPDATING OF FIXED ASSETS REGISTER</p> <p>CALCULATION AND ACCOUNTING OF DEPRECIATION & AMORTIZATION</p> <p>SALE / DISPOSAL / TRANSFER / WRITE-OFF OF ASSETS</p> <p>INSURANCE OF FIXED ASSETS AND RENEWAL THEREOF, REVIEW OF CONTROL SYSTEM AND ADQUACY OF INSURANCE</p> <p>PHYSICAL VERIFICATION PROCESS OF FIXED ASSETS</p> <p>IDLE AND LONG BREAK DOWN OF FIXED ASSETS. ASSETS REGISTERS AS PER COMPANIES ACT, 2013</p>
FINANCIAL ACCOUNTS	GOODS & SERVICE TAX & INDIAN ACCOUNTING STANDARDS	<p>ENSURING THE COMPLIANCE OF GST ACT & INDIAN ACCOUNTING STANDARDS IN ACCOUNTING AND PREPARATION OF FINANCIAL ACCOUNTS.</p> <p>TO CHECK THE AUTHORIZATION FOR THE PAYMENTS IS IN COMPLIANCE WITH DELEGATION OF POWERS.</p> <p>RECONCILIATION OF CLIENT DEPOSIT ACCOUNTS</p> <p>BANK RECONCLIAION OF MONTHLY BASIS</p> <p>RECONCILIATION OF 26AS, TDS RETURNS AND ACCOUNTING</p> <p>PERIODICIAL REVIEW OF GENERAL LEDGER AND SUBISDARY LEDGERS AND ANNUAL FINANCIAL RESULTS</p> <p>100% VOUCHING OF ALL THE VOUCHERS INCLUDING BUT NOT LIMITED TO BANK VOUCHERS, CASH VOUCHERS, JOURNAL VOUCHERS ETC.</p>

PRODUCTION PLAN	UNIT WISE PRODUCTION TARGET	PRODUCTION PLAN COMPARED WITH ACTUAL ACHIEVEMENT
AWARDING OF CONTRACT TO OUTSIDE AGENCIES	TENDERING PROCESS FOR ENGAGING OUT SIDE AGENCY, PURCHASING POLICY FOR SPARE PARTS AND OTHER ITEMS, INTERNAL CONTROL PROCEDURE ON PURCHASES	SELECTION AND VENDOR REGISTRATION ENQUIRY, RECEIVING OF TECHNICAL AND FINANCIAL BIDS, PREPARATION OF CS AND NEGOTIATION. ISSUING ORDERS AND FOLLOW-UP OF DELIVERY AND COMPLIANCE OF TERMS
ADVANCES TO SUPPLIERS AND CONTRACTORS	ADVANCES AGAINST PROFORMA INVOICE	PURCHASE PROCEDURE FOLLOWED BEFORE RECEIVING PROFORMA INVOICE RECEIPT OF ORIGINAL INVOICE ALONG WITH SUPPLIES. PROMPT ADJUSTMENT OF ADVANCES
CASH AND BANK MANAGEMENT	CASH AND BANK BALANCE AND OVERDRAFT FACILITY FROM BANKS.	CASH AND BANK PAYMENT AND RECEIPTS
		CHEQUE BOOKS AND SIGNING AUTHORITY.
		ADJUSTMENT OF IMPREST TO EMPLOYEES FOR EXPENSES INSURANCE OF CASH IN SAFE CUSTODY AND IN TRANSIT BANK PAYMENT AND RECEIPTS BANK BALANCE RECONCILIATION FUND TRANSFER TO / FROM UNITS INTEREST EARNING ON SHORT TERM BANK DEPOSITS, TDS THEREON AND ACCOUNTING OVERDRAFT FROM BANKS, UTILISATION, REPAYMENT AND INTEREST COST
HR & PAYROLL	MANPOWER PLANNING, RECRUITMENT PLAN & PROCEDURE, FIXATION OF PAY AND TRAINING, SEPARATION AND TRANSFER POLICY	UPDATION AND MAINTENANCE OF EMPLOYEES' PERSONAL FILES AND MATTERS RELATING TO PERFORMANCE APPRAISAL PROCESS ATTENDANCE OF THE EMPLOYEES LEAVE RECORDS OF THE EMPLOYEES PREPARATION OF PAY ROLL OTHER EMPLOYEES BENEFITS DEDUCTION OF PF AND PENSION FUND DEDUCTION OF INCOME TAX AT SOURCE GRANTING OF VARIOUS LOANS AND ADVANCES AS PER RULE DEDUCTION OF LOANS AND ADVANCES GRANTED. OTHER DEDUCTIONS. PROCESS OF FIXATION AND CALCULATION OF REVISION OF PAY SCALE, IF ANY PERFORMANCE RELATED PAYMENTS (PRP) CALCULATIONS EFB SCHEME AND IMPLEMENTATION STATUTORY REQUIREMENTS OF PROVIDENT FUNDS, COMPLIANCE WITH COMPANY'S POLICIES ON GRATUITY, SUPERANNUATION, MEDICLAIM ETC.
SUNDRY CREDITORS	SUNDRY CREDITORS AGAINST SUPPLIES & SERVICES	RECEIPT OF INVOICES ALONG WITH MATERIALS / SERVICES PROMPT PROCESSING OF INVOICES OF VENDORS PAYMENT AS PER STIPULATION AND WHERE APPLICABLE AS PER MICRO, SMALL AND MEDIUM ENTERPRISES DEVELOPMENT ACT, 2012 PERIODICAL RECONCILIATION OF ACCOUNTS WITH VENDORS

SECURITY DEPOSIT AND EMD FROM VENDORS	DEDUCTION, RELEASE AND LONG OUTSTANDING	SD DEDUCTED AS PER TERMS RELEASE OF SD ON COMPLETION AS PER TERMS LONG OUTSTANDING SD & EMD FROM VENDORS
PROVISIONS	PROVISION FOR TAX, LEAVE SALARY,DIVIDEND,EFB SCHEME AND OTHER RETIREMENT BENEFITS	PROVISIONING AND QUANTIFICATION OF LIABILITIES.
ADMINISTRATION	ADMINISTRATIVE EXPENSES	<p>ADVERTISEMENT EXPENSES PROFESSIONAL AND LEGAL FEES EXPENSES FOR NON-STAFF TRAINING EXPENSES REPAIR AND MAINTENANCE EXPENDITURE TOUR AND TRAVEL EXPENDITURE</p> <p>COST INCURRED ON TRANSFER / RELOCATION OF EMPLOYEES SECURITY SERVICE EXPENDITURE PRINTING STATIONERY AND COMPUTERS CONSUMABLE EXPENSES COMMUNICATION EXPENSES (TELEPHONE, POSTAGE AND COURIER EXPENSES)</p> <p>RATES, TAXES AND LICENCES CORPORATE SOCIAL RESPONSIBILITY MISCELLANIOUS EXPENSES MAINTENANCE OF COMPANY VEHICLES LOG BOOKS, CONSUMPTION OF DIESEL AND PETROL FOR EACH VEHICLES</p>
REGULATORY	LEGAL DEPARTMENT	<p>REVIEW OF STATUS OF LEGAL PENDING CASES EMPANELMENT OF LAWYERS AND THEIR PAYMENTS QUANTIFICATION, PROVISION AND DISCLOSURE OF CONTINGENT LIABILITY ARISING THEREOF</p>
	EDP DEPARTMENT	<p>REVIEW OF IT GENERAL CONTROLS AROUND DATA ACCESS DATA AND PHYSICAL SECURITY, BACK UP, LICENSE SOFTWARE IN USE IN EDP DEPARTMENT HELPDESK</p>
	HINDI DEPARTMENT	<p>COMPLIANCE TO REGULATORY REQUIREMENTS OF ANNUAL PROGRAMME FOR TRANSACTING THE OFFICIAL WORK OF THE UNION IN HINDI ISSUED BY DEPARTMENT OF OFFICIAL LANGUAGE</p>
	STAUTORY COMPLIANCES	<p>DETERMINATION AND DEPOSIT OF ADVANCE INCOME TAX AND FILING OF INCOME TAX RETURN DEDUCTION AND DEPOSIT OF INCOME TAX AT SOURCE AND TCS FILING OF E-TDS / TCS RETURN CENVAT CREDIT AVAILED AND UTILISATION GST COMPLIANCES DEPOSIT OF PROFESSIONAL TAX DEPOSIT OF ROAD TAX FOR VEHICLES COMPLIANCES OF COMPANIES LAW PROVISIONS. TO ENSURE APPLICABILITY AND COMPLIANCE OF ANY DIRECT OR INDIRECT TAXES ON THE COMPANY.</p>
	COMPLIANCE OF DPE GUIDELINES AND POLICES OF THE COMPANY	<p>TO REVIEW AND ENSURE PROPER COMPLIANCE OF DPE GUIDELINES AND REPORT ANY NON-COMPLIANCE.</p>
	CORPORATE SOCIAL RESPONSIBILITY	<p>REVIEW OF CSR ACTIVITES AS PER CSR COMMITTEE</p>
DISPOSAL OF SCRAP	DISPOSAL OF SCRAP AND OTHER USED MATERIALS	DISPOSAL OF EMPTY CONTAINER, TYRES AND OTHER SCRAP MATERIALS

WORKS ACCOUNTING	WORK ORDER/PURCHASE ORDER ACCOUNTING	<p>SCRUTINIZE/VERIFY THE PAYMENT TO CONTRACTORS WITH REFERENCE TO CONTRACT & ADJUSTMENTS AND COMMENTS ON TIMELY RECOVERY OF THE RELATED ADVANCES AND ALL OTHER STATUTORY DEDUCTIONS.</p> <p>ALL STATUTORY COMPLIANCE BY THE CONTRACTOR TO BE CHECKED AND CORRECTIVE MEASURES, IF ANY, TO BE RECOMMENDED</p> <p>EXAMINE THE PROPOSALS WITH SPECIFIC REFERENCE TO FINANCIAL CONCURRENCE, RELEASE OF PAYMENTS, UPDATING OF ACCOUNTING RECORDS, AUTHORIZATION AS PER DOP.</p>
INTER UNIT ACTIVITIES	INTER UNIT TRANSACTIONS	RECONCILIATION OF INTER UNIT TRANSACTIONS
COMPLIANCE OF COMPANIES ACT		CHECK AND ENSURE THE COMPLIANCE OF COMPANIES ACT.
INTERNAL CONTROL SYSTEM		<p>REVIEW THE FOLLOWINGS AND SUGGEST IMPROVEMENTS IT ANY</p> <ol style="list-style-type: none"> 1. SEGRATION OF DUTIES 2. AUTHORIZATION OF TRANSACTIONS 3. ADEQUATE DOCUMENTATION 4. CONTROL IN IT SYSTEM 5. ADEQUACY OF SUPERVISION 6. PHYSICAL SAFEGUARDS 7. ADEQUACY OF CONTROL FOR PREVENTION AND DETECTION OF FRAUD

B. Following would be the scope covered for the Units of FSNL.

FUNCTION	AREAS	SUB-PROCESS
LONG TERM AGREEMENT (LTA) WITH STEEL PLANTS	VALIDITY, SCOPE OF WORK AND PRICE ESCALATION	<p>VALIDITY OF LTA</p> <p>SCOPE OF WORK</p> <p>CALCULATION OF PRICE ESCALATION AND BILLING</p>
PURCHASES	PURCHASING POLICY FOR SPARE PARTS AND OTHER ITEMS, INTERNAL CONTROL PROCEDURE ON PURCHASES	<p>APPROVED VENDORS LIST AND VENDOR REGISTRATION PROCESS</p> <p>ENQUIRY, RECEIVING OF QUOTATIONS, PREPARATION OF CS AND NEGOTIATION.</p> <p>ISSUING ORDERS AND FOLLOW-UP OF DELIVERY AND COMPLIANCE OF TERMS</p> <p>REPAIRING VIS-A-VIS RECON EXCHANGE OF ENGINES AND TRANSMISSION.</p> <p>EQUIPMENT SENT OUTSIDE FOR REPAIRING AND RECEIVING BACK AT UNIT.</p>
PRODUCTION	STEEL PLANT'S REQUIREMENT AND PRODUCTION PLAN	<p>COMPARISON OF PLAN AND ACTUAL PRODUCTION</p> <p>COMPARISON OF CURRENT PRODUCTION WITH SAME PERIOD OF PREVIOUS YEAR'S PRODUCTION.</p> <p>REASONS OF INCREASE AND DECREASE IN PRODUCTION.</p>
FINANCIAL ACCOUNTS	GOODS & SERVICE TAX & INDIAN ACCOUNTING STANDARDS	ENSURING THE COMPLIANCE OF GST LAW, INCOME TAX ACT & INDIAN ACCOUNTING STANDARDS IN ACCOUNTING AND PREPARATION OF FINANCIAL ACCOUNTS.

HIRING OF MODULE OF EQUIPMENT	SERVICE FROM OUTSIDE AGENCY AND HIRING OF MODULE OF EQUIPMENT	NEED AND TERMS OF ENGAGEMENT PRODUCTION RECORDS BILLING BY THE AGENCY PURPOSE OF HIRING AND NEED TERMS OF HIRING OF MODULE OF EQUIPMENT COMPLIANCE OF PURPOSE LOG BOOK OF EQUIPMENT DEPLOYED BY THE AGENCY
CONSUMPTION	DIESEL AND LUBRICANTS, TYRE AND TUBES, POWER AND FUEL AND SPARE PARTS FOR CRANES, DUMPER, DOZER, SEPARATORS AND IC ENGINES	PRODUCTION VIS-À-VIS CONSUMPTION COMPARISON EQUIPMENT OPERATION HOURS PLAN EQUIPMENT RUNNING LOG BOOK
HR & PAYROLL	ATTENDANCE AND LEAVE , PAY ROLL, PERFORMANCE INCENTIVE, DEDUCTIONS	ATTENDANCE OF THE EMPLOYEES LEAVE RECORDS OF THE EMPLOYEES PREPARATION OF PAY ROLL PERFORMANCE INCENTIVE OTHER EMPLOYEES BENEFITS DEDUCTION OF PF AND PENSION FUND DEDUCTION OF INCOME TAX AT SOURCE GRANTING OF VARIOUS LOANS AND ADVANCES AS PER RULE DEDUCTION OF LOANS AND ADVANCES GRANTED. PROCESS OF FIXATION AND CALCULATION OF REVISION OF PAY SCALE, IF ANY OTHER DEDUCTIONS.
SUNDRY DEBTORS	BILLING, REALISATION, BAD DEBTS	TIMELY BILLING AND COMPLIANCE OF SERVICE TAX LAW REALISATION AS PER TERMS OF AGREEMENT LONG OUTSTANDING DUES AND FOLLOW-UP THEREOFF
SECURITY DEPOSIT WITH STEEL PLANT	DEDUCTION, REALISATION AND LONG OUTSTANDING	DEDUCTION OF SECURITY DEPOSIT AS PER TERMS OF LTA RELEASE OF SECURITY DEPOSIT BY STEEL PLANT AS PER TERMS
		FOLLOW-UP OF LONG OUTSTANDING SECURITY DEPOSIT
ADVANCES TO SUPPLIERS AND CONTRACTORS	ADVANCES AGAINST PI	PURCHASE PROCEDURE FOLLOWED BEFORE PI ORIGINAL INVOICE SHOULD INVARIABLY ACCOMPANY THE SUPPLIES. PROMPT ADJUSTMENT OF ADVANCES
CASH AND BANK MANAGEMENT	CASH AND BANK BALANCE	CUSTODY OF CHEQUE BOOKS AND SIGNING AUTHORITY. ADJUSTMENT OF IMPREST TO EMPLOYEES FOR EXPENSES INSURANCE OF CASH IN SAFE CUSTODY AND IN TRANSIT BANK PAYMENT AND RECEIPTS BANK BALANCE RECONCILIATION FUND TRANSFER TO / FROM CORPORATE OFFICE

INVENTORIES	HOLDING, REQUIREMENT, RECONCILIATION, MAINTENANCE, MOVING AND NON MOVING, PHYSICAL VERIFICATION PROCESS, INSURANCE AGAINST FIRE ETC.	<p>HOLDING OF INVENTORY VS CONSUMPTION</p> <p>CURRENT PURCHASE AND ISSUE FROM STORE</p> <p>RECONCILIATION OF INVENTORY AS PER INVENTORY RECORDS WITH BOOKS OF ACCOUNT</p> <p>MAINTENANCE OF RECORDS AND CLEANLINESS OF INVENTORY STORAGE</p> <p>INSURANCE OF INVENTORY AGAINST FIRE AND THEFT</p> <p>IDENTIFICATION OF MOVING AND NON-MOVING INVENTORY</p> <p>PHYSICAL VERIFICATION PROCESS AND ACCOUNTING OF SHORTAGE / EXCESS</p> <p>CHECK AND COMMENT ON ADJUSTMENT FOR RETURNS, SHORTAGES, DAMAGES, UNSERVICEABLE STORES/MATERIAL AT SITES.</p>
SUNDRY CREDITORS	SUNDRY CREDITORS AGAINST SUPPLIES & SERVICES AND GRN LIABILITIES	<p>RECEIPT OF INVOICES ALONG WITH MATERIALS / SERVICES</p> <p>PROMPT PROCESSING OF INVOICES OF VENDORS</p> <p>PAYMENT AS PER STIPULATION AND WHERE APPLICABLE AS PER MICRO, SMALL AND MEDIUM ENTERPRISES DEVELOPMENT ACT, 2012</p> <p>PROMPT ADJUSTMENT OF ALL GRN LIABILITY ON RECEIPT OF INVOICES</p> <p>PERIODICAL RECONCILIATION OF ACCOUNTS WITH VENDORS</p>
SECURITY DEPOSIT AND EMD FROM VENDORS	DEDUCTION, RELEASE AND LONG OUTSTANDING	<p>SD DEDUCTED AS PER TERMS</p> <p>RELEASE OF SD ON COMPLETION AS PER TERMS</p> <p>LONG OUTSTANDING SD & EMD FROM VENDORS</p>
ADMINISTRATION	ADMINISTRATIVE EXPENSES	<p>REPAIR AND MAINTENANCE EXPENDITURE</p> <p>TOUR AND TRAVEL EXPENDITURE</p> <p>COST INCURRED ON TRANSFER / RELOCATION OF EMPLOYEES</p> <p>SECURITY SERVICE EXPENDITURE</p> <p>PRINTING AND STATIONERY EXPENSES</p> <p>COMMUNICATION EXPENSES (TELEPHONE, POSTAGE AND COURIER EXPENSES)</p> <p>RATES, TAXES AND LICENCES</p> <p>CORPORATE SOCIAL RESPONSIBILITY</p> <p>MISCELLANIOUS EXPENSES</p>
REGULATORY	EDP DEPARTMENT	BACK-UP OF DATA AND PHYSICAL SECURITY
	HINDI DEPARTMENT STAUTORY COMPLIANCES	COMPLIANCE TO REGULATORY REQUIREMENTS OF ANNUAL PROGRAMME FOR TRANSACTING THE OFFICIAL WORK OF THE UNION IN HINDI ISSUED BY DEPARTMENT OF OFFICIAL LANGUAGE
		<p>DEDUCTION AND DEPOSIT OF INCOME TAX AT SOURCE AND TCS</p> <p>FILING OF E-TDS / TCS RETURN</p> <p>BILLING OF GOODS AND SERVICE TAX AND DEPOSIT</p> <p>CENVAT CREDIT AVAILED AND UTILISATION</p> <p>FILING OF GST RETURN</p> <p>DEDUCTION AND DEPOSIT OF PROFESSION TAX IF ANY</p> <p>FILING OF RETURN OF PROFESSION TAX</p> <p>DEPOSIT OF ROAD TAX FOR VEHICLES</p> <p>EXPLOSIVE LICENCE FOR STORING DIESEL ETC.</p>

	CORPORATE SOCIAL RESPONSIBILITY	REVIEW OF CSR ACTIVITIES AS PER CSR COMMITTEE
WORKS ACCOUNTING	WORK ORDER/PURCHASE ORDER ACCOUNTING	SCRUTINIZE/VERIFY THE PAYMENT TO CONTRACTORS WITH REFERENCE TO CONTRACT & ADJUSTMENTS AND COMMENTS ON TIMELY RECOVERY OF THE RELATED ADVANCES AND ALL OTHER STATUTORY DEDUCTIONS.
		CHECK AND COMMENT ON ADJUSTMENT FOR RETURNS, SHORTAGES, DAMAGES, UNSERVICEABLE STORES/MATERIAL AT SITES.
		CHECK AND MAKE SPECIFIC COMMENTS ON DELAY AND LEVIABILITY OF FINES FOR DELAY/SHORT DEPOSITS ETC.
		ALL STATUTORY COMPLIANCE BY THE CONTRACTOR TO BE CHECKED AND CORRECTIVE MEASURES, IF ANY, TO BE RECOMMENDED
		EXAMINE THE PROPOSALS WITH SPECIFIC REFERENCE TO FINANCIAL CONCURRENCE, RELEASE OF PAYMENTS, UPDATING OF ACCOUNTING RECORDS, AUTHORIZATION AS PER DOP.
INTER UNIT ACTIVITIES	INTER UNIT TRANSACTIONS	RECONCILIATION OF INTER UNIT TRANSACTION

SIGNATURE
NAME (in block letter)
DESIGNATION
RUBBER STAMP OF THE FIRM

ANNEXURE-IV

PRICE – BID

(On letter head of Firm)

PROFORMA FOR PRICE BID (For conducting Internal Audit of FSNL for the Financial Year 2023-24, 2024-25 & 2025-26).

Sl.No.	Particulars	Audit Fees (QUARTERLY)	Out of Pocket Expenses (QUARTERLY)	Total
1.	Audit Work for the period 2023-24, 2024-25 & 2025-26 Burnpur, Durgapur, Bokaro, Rourkela, Visakhapatnam, Corporate Office, Bhilai, Salem, Hazira, Hyderabad, Nagarnar.			
2.	GST as applicable (in %)			
3.	TOTAL AMOUNT			

Note:-

- (i) If any new unit comes into Operation or any existing unit is closed during the Audit period, then the rate of that unit will be added or deleted proportionately.
- (ii) L1 status will be determined as cost to FSNL (Considering CO and all units) and the rate will remain firm for three years.

Signature_____

Name & Designation of the Authorized Signatory
With membership No._____

Seal of the Firm_____

Date _____ Place _____

ANNEXURE - V

List of Offices of FSNL with address.

Sl.No.	Name of Unit	Address
1.	Burnpur Unit	Ferro Scrap Nigam Limited, (Inside SAIL ISP), Post Bag No.20), Burnpur-713 325(West Bengal)
2.	Bokaro Unit	Ferro Scrap Nigam Limited, (Inside Bokaro Steel Plant), Bokaro Steel City, Bokaro (Jharkhand)
3.	Durgapur Unit	Ferro Scrap Nigam Limited, Inside Durgapur Steel Plant, Post Bag No.08, Dist.Burdwan, Durgapur-713 203(West Bengal)
4.	Rourkela Unit	Ferro Scrap Nigam Limited, Post Box No.19,(Inside RSP), Rourkela-769 011(Odisha)
5.	Visakhapatnam Unit	Ferro Scrap Nigam Limited, Inside Visakhapatnam Steel Plant, Post Box No.- 25, Visakhapatnam- 530 031
6.	Corporate Office	Ferro Scrap Nigam Limited, FSNL Bhawan, Equipment Chowk, Central Avenue, Post Box No.37, Bhilai-490 001 (CG)
7.	Bhilai Unit	Ferro Scrap Nigam Limited, Inside Bhilai Steel Plant, Post Box No.54, Bhilai-490 001
8.	Salem Unit	Ferro Scrap Nigam Limited, Inside Salem Steel Plant, Near Caster House SMS-SSP, Tamilnadu-636 030
9.	Hazira Unit	Ferro Scrap Nigam Limited Inside Essar Steel India Ltd., 27 th KM Surat, Hazira Road, Hazira, Surat, Gujarat-394270
10.	Hyderabad Unit	Ferro Scrap Nigam Limited Inside Mishra Dhatu Nigam Limited A Government of India Enterprise PO: Kanchanbagh, Hyderabad-500058,
11.	Nagarnar Unit	Ferro Scrap Nigam Limited (Govt. of India U/T) Inside NMDC Iron & Steel Plant Post- Nagarnar, Jagdalpur Dist. Bastar Pincode:- 494001.

ANNEXURE - VI

INTEGRITY PACT

Between

FERRO SCRAP NIGAM LTD, hereinafter, referred to as "FSNL",
and

..... hereinafter referred to as "**The Bidder/Contractor**"

Preamble

FSNL intends to award, under laid down organizational procedures, contracts for.....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).

In order to achieve these goals, FSNL will appoint an External Independent Monitor (EIM) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section – 1 Commitments of FSNL

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

a) 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.

b) 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.

c) FSNL will exclude from the process all known prejudiced persons.

(2) 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.

Section – 2 Commitments of the Bidder(s)/Contractor(s)

(1) 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.

i) 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.

ii) 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 cauterization in the bidding process.

iii) 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.

iv) 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.

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

Section – 3 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 2 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.

i) 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.

ii) 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.

iii) A transgression is considered to have occurred if in light of available evidence no reasonable doubt is possible.

Section – 4 Compensation for Damages

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.

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.

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.

Section – 5 Previous Transgression

1. The Bidder declares that no previous transgressions occurred in the last 3 years with any other company in any country conforming to the anti corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
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.

Section – 6 Equal treatment of all Bidders/Contractors/Sub-contractors

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.
2. FSNL will enter into agreements with identical conditions as this one with all Bidders, Contractors and subcontractors.
3. FSNL will disqualify from the tender process all Bidder(s) who do not sign this Pact or violate its provisions.

Section – 7 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.

Section – 8 External Independent Monitor

1. FSNL appoints competent and credible External Independent Monitor for this Pact. 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.
2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Managing Director of FSNL.
3. 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.
4. 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.
5. 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.
6. 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.

7. The Monitor will have status/benefits similar to those of Chief General Managers of FSNL and will be entitled to compensation @ Rs.4500/- for attending review meeting to be called by M.D., FSNL every quarter.

8. 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.

9. The word "**Monitor**" would include both singular and plural.

Section – 9 Pact Duration

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.

Section – 10 Other Provisions

1.This agreement is subject to Indian Law. Place of performance and jurisdiction is the Corporate Office of FSNL, i.e. Bhilai

2.Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

3.If the Vendor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

4.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.

For FSNL

For Bidder/Contractor.....

Place :

Place :

Date :

Date :

Witness 1 :

Witness 2 :

ANNEXURE VII

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 letters):
Designation :
Rubber Stamp of Co. :

ANNEXURE-VIII

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. 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.

Date:

SIGNATURE :
NAME (in block letters) :
DESIGNATION :
RUBBER STAMP OF CO. :

PREFERENCE TO “MAKE IN INDIA”**1. Purchase preference shall be given to local suppliers in all procurement in the manner specified hereunder: -**

- (a) In procurement of goods where the estimated value of procurement is Rs. 50.00 lakhs or less, only the local suppliers shall be eligible. If the procurement of such goods is more than Rs. 50.00 lakhs, the provision as stipulated under shall be applicable as the case may be.
- (b) In procurement of goods which are divisible in number, following procedure shall be adopted: -
- (i) If the L1 bidder is from the local supplier, the contract for full quantity will be awarded to L1 bidder.
- (ii) If L1 bidder is not from the local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local supplier will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference of 20% & contract for that quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher 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 local suppliers, then such balance quantity may also be awarded to L1 bidders.
- (c) If the procurement of goods which are not divisible in number, such as procurement of services/repairs etc. following procedure shall be adopted:-
- (i) If L1 is from the local supplier, the contract will be awarded to L1 bidder.
- (ii) If L1 is not from a local supplier, the lowest bidder among the supplier will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference of 20% and the contract shall be awarded to such local supplier subject matching the L1 price.
- (iii) In case such lowest eligible supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference of 20% shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local supplier within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.

2. VERIFICATION OF LOCAL CONTENT: -

- (i) The local supplier at the time of tender shall be required to provide self-certification that the item offered meets the minimum local content of 50% and shall give details of location(s) at which the local value addition is made.
- (ii) In case the procurement for a value exceeds Rs.10.00 Crores, the local supplier shall be required to provide certification from statutory auditor or cost auditors of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving percentage of local content.
- (iii) False declaration 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 upto two years as per Rule 151 (iii) of the General Financial Rules alongwith such other action as may be permissible under law.
3. **EXEMPTION OF SMALL PURCHASES:** - Notwithstanding anything contained in paragraph 3, 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.

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.

“Local Supplier” means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Clause or by the competent Ministries/Departments in pursuance of this Clause.

“Margin of Purchase Preference” means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

All the above terms & conditions are acceptable to us.

Date:

SIGNATURE :
NAME (in block letters) :
DESIGNATION :
RUBBER STAMP OF CO. :

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

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

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

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

Definition for this purpose will be:-

1. Competent Authority

- A. The Competent Authority for the purpose of registration under this Clause shall be the Registration Committee constituted by the Department for Promotion of industry and Internal Trade (DPIIT)".
- B. The Registration Committee shall have the following members:-
 - (i) An officer, not below the rank of Joint Secretary, designated for this purpose by DPIIT, who shall be the Chairman.
 - (ii) Officers (ordinarily not below the rank of Joint Secretary) representing the Ministry of Home Affairs, Ministry of External Affairs, and of those departments whose sectors are covered by applications under consideration.
 - (iii) Any other officer whose presence is deemed necessary by the Chairman of the Committee.

2. Transitional Cases:-

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

Date:

SIGNATURE :
NAME (in block letters) :
DESIGNATION :
RUBBER STAMP OF CO. :

ANNEXURE :XI

(On the letter head of organization)

Date:

To,

Ferro Scrap Nigam Limited

Unit.....

Address.....

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

Sirs,

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

Accordingly it is declared as under:

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

Or in case of a proprietary concern:

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

Or in case of an Individual:

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

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

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

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

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 2020-21	Asst.Year 2019-20
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).