

<p>फैरो स्क्रेप निगम लिमिटेड (भारत सरकार का उपक्रम) इक्विपमेंट चौक, सेंट्रल एवेन्यू पोस्ट बॉक्स सं.37 भिलाई-490 001 (छ. ग.) (वेबसाइट- www.fsnl.nic.in)</p>	<p>FERRO SCRAP NIGAM LIMITED (A GOVERNMENT OF INDIA UNDERTAKING) EQUIPMENT CHOWK, CENTRAL AVENUE POST BOX NO.37 BHILAI 490 001(C.G) (Website - www.fsnl.nic.in)</p>
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सीमित निविदा /LIMITED TENDER

इन्क्वायरी संदर्भ संख्या/ENQUIRY REF.NO. FC/4996/2020 दिनांक/DATE: 14.12.2020

1.	निविदा प्रस्तुत करने की अंतिम तिथि Last date of submission of tender	:-	04.01.2021 को अपराह्न 2.30 बजे तक By 2.30 p.m. on 04.01.2021	
2.	टेक्नो-कमर्शियल बिड खोलने की तिथि Techno-commercial bid opening	:-	04.01.2021 अपराह्न 3.00 बजे At 3.00 p.m. 04.01.2021	
3.	कार्य का नाम जिसके लिए निविदाएं बुलाई गई हैं Name of work for which tenders called.	:-	जैसा कि खंड-ए में उल्लिखित है As mentioned in the Section-A.	
4.	निविदा प्रस्तुत करने और खोलने का स्थान Place of submission and opening of tender	:-	कार्यालय :- उप महाप्रबंधक(सा.प्र.), फैरो स्क्रेप निगम लिमिटेड, इक्विपमेंट चौक, सेंट्रल एवेन्यू, पोस्ट बॉक्स सं. 37 भिलाई -490001(छ.ग.)	Office of :- Dy. General Manager (MM) Ferro Scrap Nigam Ltd. Equipment Chowk, Central Avenue, Post Box No.37, Bhilai-490 001 (C.G).

(के गिरीश कुमार)/(K. GIRISH KUMAR)
वारिष्ट प्रबंधक (सा.प्र.)/SR. MANAGER (MM)

फैरो स्क्रेप निगम लिमिटेड

(भारत सरकार का उपक्रम)
इक्विपमेंट चौक, सेंट्रल एवेन्यू
पोस्ट बॉक्स सं.37
भिलाई-490 001 (छ. ग.)
(वेबसाइट- www.fsni.nic.in)

FERRO SCRAP NIGAM LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)
EQUIPMENT CHOWK, CENTRAL AVENUE
POST BOX NO.37
BHILAI 490 001(C.G)
(Website - www.fsni.nic.in)

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: टेक्नो-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. **कीमते/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 total 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 स्क्रैप निगम लिमिटेड
इक्विपमेंट चौक, सेंट्रल एवेन्यू
पोस्ट बॉक्स सं.37
भिलाई 490 001 (छ.ग.)

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

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

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

प्रबंधक (सा.प्र.)/SR. MANAGER (MM)

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

SECTION A

Offers are invited from firms to conduct GST Audit as per Section 35(5) of CGST Act 2017 in FERRO SCRAP NIGAM LTD. Corporate Office and Units at Chhattisgarh, West Bengal, Odisha, Jharkhand, Andhra Pradesh, Tamil Nadu, Karnataka, Haridwar (Uttarakhand), Gujarat, Telangana and Maharashtra for conducting GST Audit having 11 nos. of GST Registration.

Period of GST Audit shall be from 01.04.2019 to 31.03.2020

The Scope of work for the assignment would be as follows:

1. Reconciliation of Net outward supplies as per GST Return submitted with the Financial Profit & Loss Account.
2. Reconciliation of Net inward supplies as per GST Return submitted with the Financial Profit & Loss Account.
3. Reconciliation of Output tax and other levies payable and paid.
4. Reconciliation of Tax payable under reverse charge on inward supplies
5. Reconciliation of Net input tax credit claimed on inward supplies considering all the Reversals, reductions and reclamations of input tax credit
6. Details of composite and mixed supplies not determined in accordance with Section 8 of the CGST Act 2017.
7. Details of transactions where tax has not been paid in accordance with the provisions of time of supply.
8. Details of interest payable on delayed payment of taxes which have not been remitted
9. Details of Late Fees, if any on delayed submission of various Returns.
10. Date of filing of returns / forms.
11. Details of tax collected but not deposited with the Government
12. Details of transactions where the credit has not been reversed u/s 16(2) of the Act read with Rule 37 on account of nonpayment of consideration and tax.
13. Matching of ITC as per GSTR 2A Vs GSTR 3B.
14. Matching of outward supplies as per GSTR 1 vs GSTR 3B.
15. Reconciliation of the Turnover as per the Trial Balance vis-a-vis the GSTR 1 (month wise).
16. Verification towards maintenance of Books of Accounts as per Sec 35 read with Rule 56-58.
17. Any other compliance to be covered under GST Audit
18. Certification of Audit in prescribed form as per concerned Authority.
19. Filing of Annual Return as per requirement of GST Authority.

General terms and conditions will be as follows:

1. The firm to be appointed need to conduct the Audit for all the Units situated in different States.
2. Bids are to be submitted in two parts viz. Technical Bid and Price Bid in a sealed envelope. Any mention of price in technical bid will disqualify the bid.
3. Firms are required to submit their detailed profile.
4. GST Audit and Filing of Annual Return including relevant certification should be completed within the scheduled date of filing Annual Return as decided by the Concerned Authority.
5. Appointment of GST Audit Firms will be for the period from 01.04.2019 to 31.03.2020.
6. Auditor has to visit the units, to conduct audit if required without any additional expenditure.

Date:

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

(i) Eligibility Criteria

Sl. No.	Eligibility Criteria	Supporting Documents to be submitted
1	2	3
1	Firm Should be registered with ICAI/ICMAI for more than 5 years	Copy of Firms Registration Certificate
2.	The Firm must have minimum 2 partners, at least one partner should have practical experience in the field of GST.	Self-Certification along with Partner's profile and client profiles where GST has been handled.
3.	The firm should have revenue receipts of more than Rs.10.00 Lakhs in any one of the immediate preceding 3 years supported by the copy of Audited Annual Accounts.	Copy of Annual Accounts

- Supporting documents mentioned above in Column no.3 are required to be submitted along with technical bid.
- Apart from the above Firms should enclose copy of PAN and GST Registration Certificate.

Date:

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

SECTION B

TERMS AND CONDITIONS

- 1) **Firm price**:-The price(s) quoted should remain firm through complete execution of the order.
- 2) **Validity**:-The quotation should be valid for a period of 120 days from the date of opening of techno-commercial bid.
- 3) **GST**:- Tenderers are requested to provide GST details as per **Annexure I & II** & % of **GST** applicable extra.
- 4) **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**.
- 5) **Completion of work** : GST Audit and Filing of Annual Return including relevant certification should be completed within the scheduled date of filing Annual Return as decided by the Concerned Authority.
- 6) **Payment terms**:- 100% Payment shall be made within 30 days from the date of submission of your bill against submission and acceptance of the GST Audit Report.
- 7) The Tenderer should state their Banker's Name, Branch, Account No., IFS Code & Pan No. reference.
- 8) **T.A. & D.A** The rates quoted by you shall be all inclusive and no T.A. & D.A. or out of pocket expenses will be admissible to attend any meeting, submission of offer or visit to our units, during completion of job.
- 9) **Accommodation**:- No accommodation shall be provided by FSNL.
- 10) **Supply of Material/Bills** :- The place of supply of material/services and place of submission of bill should be one and same i.e. Billed to & shipped to should be one and same. Tenderer should submit GST return mentioning the GST number of the State where the material has been supplied or services has been provided.
"The party has to submit GST Compliance Invoice & in case Liquidated Damage is applicable, then GST on Liquidated Damage will also be recovered from the party".
- 11) **Liquidated Damages**:- In the event any job assigned to the successful tenderer under the work order is not completed within the specified job completion period for the same, penalty @ 0.5% per week of the value of the respective job shall be levied subject to a maximum of 5% of the value of the job. Proportionate penalty for delay for part of a week shall also be levied.
- 12) **Risk purchase**:- In the event, the successful tenderer fails to execute any job assigned under the work order, FSNL shall have the right to avail the services of any other agency/source and the extra cost, if any, to be incurred by FSNL on account of this shall be recoverable from your outstanding bill(s)/shall be payable by the successful tenderer.
- 13) **Disputes**:- Should any dispute arises out of the order, the decision of FSNL will be final and binding upon the successful tenderer.
- 14) **Arbitration**:- All disputes of differences whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of this contract or the breach thereof shall be settled by arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award given in pursuance thereof shall be binding on the parties.

Date:

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

15) **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.

16) **Blacklisting** :- The tenderer hereby declares that they have never been blacklisted and/or there were no debarment 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.

17) **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). The successful tenderer has to sign & forward the Integrity Pact to FSNL.

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:-

Name	:- Shri Sanjiv Sharma, Ex-Director (Fin.)	Shri Ved Prakash Yajurvedi, IOFS (Retd.)
Address	:- Mazagon Dock Shipbuilders MDL, Officers Colony, Mazagon Dock Shipbuilders Ltd., Dockyard Road, Mumbai- 400 010 (M.H.)	E-33, Ayudh Vihar, Plot No. 3, Sector-13, Dwarka, New Delhi- 110 075.

18) **Termination of Contract**:- FSNL reserves the right to terminate the contract wholly or partly within one month's notice for unsatisfactory performance.

19) **Tender Acceptance**:- Ferro Scrap Nigam Ltd. does not bind itself to accept the lowest in or any of the tenders and reserves the right to reject any or all the tenders, reduce or increase the quantities without assigning any reasons whatsoever.

20) FSNL reserves the right to accept or reject the tender in full or part without assigning any reasons thereof or incurring any liability thereby.

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

Date:

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

- 22) **Environment, health and safety of the organization** :- The supply of materials/execution of the job as stipulated in this enquiry should not adversely affect the environment, health and safety of the organization.
- 23) **MSME** :- Tenderer(s) falling under MSME category and having valid registration certificate with NSIC, are required to submit registration certificate to enable us to consider under MSME, so that applicable benefits/facilities shall be provided as per procurement policy of Government of India.
- “All MSEs will have to make declaration of Udyog Adhar Memorandum (UAM) number on Central Public Procurement Portal (CPPP), failing which such bidders will not be able to enjoy the benefits as per Public Procurement Policy for MSEs order, 2012 for tenders invited electronically through CPPP”.**
- 24) **Regret letter**:- Please forward your regret letter in case you do not wish to quote.

ALL THE ABOVE TERMS & CONDITIONS ARE ACCEPTABLE TO US.

Date:

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

SECTION C

PRICE BID

Description	Lumpsum (all inclusive)
To conduct GST Audit as per Section 35(5) of CGST Act 2017 in FSNL Corporate Office and units at Chhattisgarh, West Bengal, Odisha, Jharkhand, Andhra Pradesh, Tamilnadu, Karnataka, Haridwar (Uttarakhand), Gujarat, Telangana and Maharashtra for conducting GST Audit having 11 nos. of GST Registration for the period 01.04.2019 to 31.03.2020 as per Section A of this enquiry.	₹.....
GST	₹.....
Total	₹.....

Amount in words: Rs. _____

Date:

SIGNATURE

NAME (in block letters)

DESIGNATION:

RUBBER STAMP OF THE CO.:

ANNEXURE I

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

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

Date:

SIGNATURE

NAME (in block letters)

DESIGNATION:

RUBBER STAMP OF THE CO.:

INFORMATION FOR GST COMPLIANCE

1. The tenderer should confirm regarding submission of appropriate return of GST will be filed in time to enable FSNL to claim Input Tax Credit.
2. The tenderer should ensure the payment of GST in time to enable FSNL to claim Input Tax Credit.
3. Confirmation that any loss of Input Tax Credit arising from non-compliances on account of tenderer will be compensated by the tenderer to FSNL.
4. The tenderer will be under the obligation for invoicing correct tax rate as prescribed under the GST law to FSNL.
5. 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.
6. 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.
7. 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.
8. 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.

All the above Terms & Conditions are acceptable to us.

Date:

SIGNATURE :
NAME (in block letters) :
DESIGNATION :
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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 :