



एन.एफ़.एल. बीज प्रसंस्करण इकाई – पानीपत में वर्ष 2024- 2025 की अवधि में  
हथलन, प्रसंस्करण/ विधायन तथा अन्य सम्बंधित कार्य करवाने  
हेतु  
ई- निविदा सूचना व निविदा दस्तावेज

**NOTICE INVITING e-TENDER / Tender Document For Appointment of  
Contractor  
For  
HANDLING, PROCESSING AND OTHER WORK RELATED TO SEED PROCESSING  
AT  
NFL SEED PROCESSING UNIT, PANIPAT**



**नेशनल फर्टिलाइजर्स लिमिटेड**  
(भारत सरकार का उपक्रम )  
CINL74899DL1974GOI007417  
आंचलिक कार्यालय  
प्लॉट नंबर - 88 (Institutional) , सेक्टर-20,  
पंचकूला (हरियाणा)  
पिन – 134117

**National Fertilizers Limited**

(A Govt. of India Undertaking)  
CINL74899DL1974GOI007417

**Zonal Office**

**Plot No. – 88 (Institutional) , Sector - 20,  
Panchkula (Haryana)  
PIN – 134117**

ई-निविदा जमा करने की अंतिम दिनांक व समय : 18/03/2024 (दोपहर 2.30 बजे)  
आंचलिक कार्यालय पंचकूला में तकनीकी बोली खोलने की दिनांक व समय : 19/03/2024 (दोपहर 3.00 बजे)

LAST DATE OF SUBMISSION OF TENDER : 18/03/2024 (2:30 PM)  
OPENING DATE AND TIME OF TECHNICAL BID : 19/03/2024 (3:00 PM)  
AT NFL'S ZONAL OFFICE, PANCHKULA

निविदा संख्या / TENDER NO:  
NFL/ZOCHD/SPUPPT/2024/240  
दिनांक /Dated 08/03/2024

## NOTICE INVITING e-TENDER (e-NIT)

NATIONAL FERTILIZERS LIMITED (NFL), intends to line up Contractor at Seed Processing Unit (SPU), Panipat for handling, processing and other works related to Seed Processing. The detailed terms and condition for participation are as detailed below:-

### PART -A

1.	<b>Closing date &amp; Time for Obtaining Tender Documents</b>	18 March , 2024, AT 14:00 HRS. IST
2.	<b>Closing date &amp; Time for Submitting Tender documents</b>	18 March , 2024, AT 14:30 HRS. IST
3.	<b>Technical Bid opening Date and Time</b>	19 March , 2024, AT 15:00 HRS. IST
4.	<b>Schedule of Rates Bid Opening Date &amp; Time</b>	Only of technically qualified parties and to be intimated separately
5.	<b>Offer Validity</b>	TILL 18.00 HRS of 16.06.2024 (90 days from date of tender opening)
6.	<b>Earnest Money (EMD) /Bid Declaration</b>	EMD of Rs. 25,000/- is required through online transfer to NFL bank account mentioned at Sr. No. 10 of Part-B, page no. 08(Terms & Conditions). <b>Attach EMD detail on letter head along with Bank detail.</b> Must submit Bid Declaration Form as per Annexure-I.
7.	<b>Tender download</b>	The Tender document can be downloaded from NFL's website <a href="http://www.nationalfertilizers.com">www.nationalfertilizers.com</a> or <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a> . Corrigendum/Addendum, if any, shall be published only on this websites.
8.	<b>Address For Correspondence</b>	Zonal Manager NFL, Zonal Office, Panchkula Contact No. 0172-2704485 e-mail: <a href="mailto:yoginder@nfl.co.in">yoginder@nfl.co.in</a>
9.	<b>Technical Bid format</b>	To be filed electronically as per Performa placed at <b>Annexure-A</b>
10.	<b>Schedule of Rates (SOR)</b>	To be filed electronically as per Performa placed at <b>Annexure-B</b>
11.	<b>Affidavit for Sole Proprietorship/ Partnership/ Pvt Ltd/ Ltd/ Coop</b>	<b>Annexure-II (Submit in Technical Bid)</b>
12.	<b>Performa for proprietorship Affidavit on the stamp paper of appropriate and notary attested</b>	<b>Annexure-III(Submit in Technical Bid)</b>
13.	<b>Tentative Quantity of Seed for Processing</b>	<b>Annexure-IV</b>
14.	<b>Documents submission details</b>	<b>Annexure- V</b>
15.	<b>Bank Guarantee Format for Security Deposit</b>	<b>Annexure-VI</b>
16.	<b>Special Instructions To Tenderers</b>	<b>Annexure-VIII</b>
17.	<b>Self-Certification Form: Make In India (Local Content)</b>	<b>Annexure-IX</b>
18.	<b>Model Clause Certificate: Public Procurement No. 1</b>	<b>Annexure-X</b>

19.	<b>Tender Submission</b>	<p>Only through electronic mode for which Tenderers may log on to website <a href="https://etenders.gov.in/eprocure/app">https://etenders.gov.in/eprocure/app</a>. For further details, refer to Annexure-VII&amp; clause 13.00 of Part-B. Incomplete tenders in any respect and/ or with deviation are likely to be rejected.</p> <p>Those tenderers, who are technically qualified for opening of SOR bid, shall not be permitted to deviate any of the agreed terms and conditions of technical &amp; un-priced commercial bid of the tender subsequent to the opening of SOR bid.</p>
20.	<b>Instruction for submission of tender</b>	<p>All tender documents shall be in English language. All quoted prices shall be indicated by tenderer both in figures and words and where there is difference between quoted in figures and quoted in words, the prices quoted in words shall prevail. Tenders should be duly signed on all pages by the tenderers or by legally authorized representative, in longhand along with the firm's/ company's seal. No oral, telephonic or email tenders or modifications in the tenders shall be considered under any circumstances.</p>
21.	<p>The prospective Tenderers having any common partners/Directors/Managing partners, etc., or having any other common criteria shall be considered as Sister/Group/Associates Company. In such cases, only one of them will be eligible for participating in the tender.</p>	

## Part-B: - Terms and Conditions

1.00	<b>National Fertilizers Limited</b>	<p>The term “NFL” shall mean National Fertilizers Limited (CINL74899DL1974GOI007417) having its Registered Office at Scope Complex, Core-III, 7 Institutional Area, Lodhi Road, New Delhi-110003, and its Corporate Office at A-11, Sector-24, Noida-201301, Uttar Pradesh, India and having its <b>Zonal Office at Plot No. 88 (Institutional), Sector 20, Panchkula (Haryana) PIN 134117</b> and having its Seed Processing Unit(SPU) at <b>Panipat</b> shall be deemed to include their successors and / or assignees, and shall include the Administrative and Executive Officers authorized to deal with matters relating to the contract.</p>
2.00	<b>About NFL</b>	<p>NFL is the 2<sup>nd</sup> biggest manufacturer of Neem Coated Urea in India. The company has five gas based Neem Coated Urea plants at viz., Nangal &amp; Bathinda in Punjab, Panipat in Haryana and two at Vijaiapur in Madhya Pradesh. Company produces and sells around 3.8 Million MT of Neem Coated Urea.</p> <p>NFL’s Marketing Network comprises of a Central Marketing Office at Noida, four Zonal Offices at Bhopal, Lucknow, Hyderabad &amp; Chandigarh, 13 State Offices and 39 Area Offices spread across the country. The company has a strong dealership network and all the fertilizers are marketed through dealers appointed from both the government and private sector.</p> <p>NFL is engaged in marketing its Neem Coated Urea, Bio-Fertilizers (solid &amp; liquid), DAP, MOP, Seeds, Compost, Bentonite Sulphur and other Agro-Chemicals under its brand “KISAN”. NFL also manufactures and sells other allied Industrial products like Ammonia, Nitric Acid, Ammonium Nitrate, Sodium Nitrite, Sodium Nitrate etc.</p> <p><b>NFL have recently installed and commissioned Seed Processing Unit (SPU) at Panipat (Haryana). This unit has capacity to process 2(two) Tonne per hour of seed (final). NFL’s Panipat SPU has a Godown capacity of 40,000 Quintals. The SPU have all the modern seed processing equipment and one number of manual trolleys for transporting seeds from Warehouse to Seed Processing Area and vice versa. SPU have 24x7 availability of Power. The SPU can be operated on 24x7 depending upon the workload and season requirement.</b></p> <p>The tenderer may visit the site and shall acquaint themselves fully and thoroughly with the conditions and limitations including the size and location of SPU/Godown, scope, requirements and official/statuary regulations, under which, conforming to which and subject to which, service/work are to be performed by them. Failure to comply with the aforesaid requirements will not relieve the Tenderer of his obligations in the event of his tender being accepted, nor any claim whatsoever, will be entertained on plea of ignorance or overlooking.</p>
3.00	<b>Definitions</b>	<p>a. The term “<b>CONTRACT</b>” shall mean and include the Notice Inviting Tender (NIT), the Instructions to tenderer, Corrigendum and addendums issued with respect to the tender, the Tender, Letter of Intent accepting the tender in part or full, Special &amp; General Terms &amp; Conditions, directions and comments conveyed in writing/through email, the Letter of Intent or Work Order, and its subsequent variations, if any, or any other authorized contract documents and those general and special conditions that may be added subsequently.</p> <p>b. The term “<b>Contractor</b>” shall mean the person(s) firm, or company with whom a CONTRACT has been entered into and shall be deemed to include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s), firm or company. The Contractor means, the firm appointed for handling, processing and other work related to <b>Seed Processing at Seed Processing Unit, Panipat.</b></p>

		<p>c The term “<b>TENDERER or BIDDER</b> ” shall mean the person(s), firm or company, who offers a tender or quotation duly signed in response to this Notice Inviting Tenders (NIT) issued by NFL and shall include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s) firm or company.</p> <p>d The terms “<b>SPU</b>” shall mean NFL’s Seed Processing Unit located at <b>Gohana Road, Panipat – 132106 (Haryana).</b></p>
4.00	<b>QUANTITY/ Volume of Work</b>	<p>The tentative quantities of Seeds to be processed at SPU are given in <b>Annexure-IV</b>. No definite volume of work to be performed can be guaranteed during the currency of the contract. It should be clearly understood that no guarantee is given that all the items of work shown in the schedule of rates (Annexure-B) to tender will be required to be performed and no claim in this regard, whatsoever, will be entertained at any time. NFL reserves the right to decrease or increase the amount of work or handle part quantity at its sole discretion depending upon requirements and processing of seeds in SPU and it will be the contractor’s responsibility to provide the requisite manpower and resources in all events without any denial.</p>
5.00	<b>Contract Period and Agreement</b>	<p>The Contract period shall be for one year from date of LOI/Work Order. If NFL deems it necessary and by mutual agreement only, this period can be extended for another One year at same, rates and other terms and conditions.</p> <p>The successful Tenderer shall be required to execute an agreement on a non-judicial stamp paper of prescribed value with NFL within 15days (Fifteen days) of receipt by him of the Letter of Intent. The agreement to be executed will be in Agreement Form specified by NFL. The cost of the Stamp Papers will be borne by the contractor. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between the parties.</p>
6.00	<b>SCOPE OF WORK</b>	<p><b>A.</b> The scope of work/ job involved under the contract shall, inter- alia, consists of the following:</p> <p><b>1.00 Unloading:</b> Unloading of raw seed bags from vehicles and stacking it on crates in Godown with Stack height of 18 to 22 bags, laying of polythene sheet, laying of crates, cleaning and marking of code numbers on raw seeds bags. Bags Capacity/weight: - Wheat (50 kg approx.), Paddy others (35-40 Kg approx.)</p> <p><b>1.1</b> Unloading of gunny bales (50 bags=30 kgs approx. bale or depend upon supplier) and packing material (empty bags stacks packing of approx. 60 kg weight) from trucks or loading them in trucks, putting them in the godowns.</p> <p><b>1.2</b> Unloading of Processed seed (certified /Foundation/breeder) from vehicles and stacking it at a designated place in Warehouse/Godown.</p> <p><b>2.00 Loading and stacking:</b> Loading of Processed Seeds (Graded Seeds/ Certified seeds and undersize seeds) into vehicles form Godown, stacking of empty crates, folding of polythene and cleaning of Godown etc. Packing Details: - Processed seeds: - 30-40 Kg Packing, Undersize: - 50kg (Wheat) and 35-40 Kg paddy.</p> <p><b>3.00 Seed Processing( Direct Packing in Godown/ Warehouse Premises ) :</b> Processing of raw seed which shall include following operations:-</p> <ol style="list-style-type: none"> <li>De-stacking of raw seed, carrying of raw seed from Godown to feeding hoper of grading unit lot-wise/farmer wise.</li> <li>Processing/ grading of raw seed, stencilling of seed bags, seed treatment/ putting the seed treatment chemical pouch in bags.</li> <li>Packing of Graded seed in NFL’s bag (30-40 Kg) as per Certification Agency norms weighing, stitching, tagging, labelling, sealing and again shifting in to Godown including lot wise seed sample preparation for submission to State Seed Certification agency.</li> <li>Collecting, packing, weighing and properly storage of undersize/ rejections lot-</li> </ol>

	<p>wise/farmer wise.</p> <p>v) Collection of empty sacks, bundling and stacking of bags in store.</p> <p>vi) Lot wise loading of Undersize/ rejected seed in to trucks/ trolley.</p> <p>vii) Replacement of cut and torn bags during operation.</p> <p>viii) Cleaning of godowns right from intake of raw seed till lifting of seed from/ to store.</p> <p><b>4.00 Seed Processing(Indirect packing- In the Godown/ warehouse premises):</b> Processing of raw seed which shall include following operations:-</p> <p>(i) Lifting of raw seed from the stores to the feeding hopper of the grading unit, grading/ processing of raw seed, bulk packing of graded seed, weighing and stitching of graded seed bags lot-wise/farmer wise. Shifting in to godowns and lot wise stacking of graded seed. Collecting of undersize/ rejected seed, weighing, packing and properly storage of undersize lot-wise/farmer wise. Cleaning of godowns right from intake of raw seed till lifting of seed from the store.</p> <p>(ii) Lot wise lifting of graded seed from the stack move the stock to packing floor, treatment of seed as per certification norms, preparation of chemical packets and keeping in bags, stenciling of bags, preparation/printing of tags and labels. Printing/stenciling of packing bags. Packing of certified seed lot wise as per norms including tagging labeling and sealing. Shifting of packed seed from packing floor to Godown and stacking *.</p> <p>a) Packing in Jute/BOPP/HDPE/Canvas bags size 30-40kgs.</p> <p>b) Packing in Jute/BOPP/HDPE/Canvas bags size 11-29kgs.</p> <p>c) Packing in Jute/BOPP/HDPE/Canvas bags size 6-10kgs.</p> <p>d) Packing in Cloth/Canvas bags size 1-5 kgs</p> <p><b>Note: In case of Indirect grading, the processed seeds shall first be packed in bags and subsequently shall be packed in final seed packing material whereas in direct grading, the processed seed shall be directly packed in final seed packing material.</b></p> <p><b>5.00 Shifting work:</b> Shifting of Raw seed/ Certified Seed/ processed Seed/ undersize Seed/ packing material from one place to another in the same godowns/ plant premises as required</p> <p><b>6.00 Segregation:</b> Segregation of seed lots from the stack due to rejection of lots in seed testing by Seed Certification Agency. In case of direct packing removal of tags lot wise and defacing of seed bags and changing in to bulk packing.</p> <p><b>7.00 Re- validation:</b> De stacking of carry over seed and restacking after grading and sampling for re validation</p> <p><b>8.00 Cleanliness:</b> Complete cleanliness of the Unit Processing Area Warehouse and other premises of the Unit area on crop or variety change or as per requirement</p> <p><b>9.00</b> Cleaning, sorting and bundling empty sacks and storing them in the warehouse by category</p> <p><b>10.00</b> Darning of empty stacks, bundling and storing in warehouse (rate per bag)</p> <p><b>11.00</b> Marking of NFL stamp on new sacks (Opening of bundle of new sacks, NFL marking, making 25 -25 bundles, stacking.</p> <p><b>12.00</b> Local Transportation of seeds.</p> <p><b>13.00 Supply of skilled/ unskilled labour:</b> - The contractor shall provide such number of skilled/ unskilled Labourers whenever asked to do so at short notice during day or night by the In-charge SPU or an officer acting on his behalf. The labour so supplied can be asked to perform the intermittent jobs of such as spraying, sampling, fumigation or other work, whenever necessary.</p> <p><b>14.00</b> The cost of Lead seal, thread, stitching material, tag and label printing, bag stencilling including stencilling ink, making of chemical pouches for chemicals etc., required while packing of seed bags will be borne by the contractor at his expenses. The tenderer shall <b>quote</b> its rates accordingly for the items in SOR</p>
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		<p>(Annexure-B).</p> <p><b>B. NFL's Obligations:</b></p> <ol style="list-style-type: none"> <li>1. SPU will provide 4(four) number 500 kg heavy duty manual trolleys for transporting seeds from Warehouse to Seed Processing Area and vice versa.</li> <li>2. All types of seed packing materials (bags), medicines/chemicals, fumigation, insurance of NFL stock etc. will be with the NFL.</li> </ol>
7.00	<b>Eligibility Criteria</b>	<p>The bidders, in order to become eligible to participate in the bid, need to meet the following eligibility criteria and submit the self-certified documentary evidences in support thereof, failing which price bid shall not be opened:-</p> <ol style="list-style-type: none"> <li>a. That Tenderer must have successfully handled similar Seed Processing and Handling Jobs for at least 10,000 quintals in any one year during the last seven years ending last day of previous month in which NIT has been issued. Tenderer must submit the relevant documentary evidence (copy of Work Order/Contract Agreement and Completion Certificate) in this regard.</li> <li>b. Bidder shall submit copies of Audited Balance Sheet and Profit &amp; Loss A/c for the last three financial years.</li> <li>c. Income Tax Returns for last three financial years.</li> <li>d. The bidder should have valid Permanent Account Number (PAN), GST Registration No., EPF Registration No. and ESI Registration No.</li> <li>e. Bid Security Declaration Form as per Annexure-I</li> <li>f. Affidavit on Non-judicial stamp paper as per Annexure-II.</li> <li>g. Power of Attorney/Authorization in favour of a person signing the tender document.</li> <li>h. The average annual turnover during last 3 years should be at least 30% of estimated contract value.</li> <li>i. EMD of Rs. 25,000/- is required, which is refundable to unsuccessful tenderers within sixty days from date of price bid opening. EMD of successful tenderer can be adjusted in security deposit of contract. No interest is payable by NFL on EMD deposit.</li> </ol>
8.00	<b>Schedule of Rates(SOR)</b>	<ol style="list-style-type: none"> <li>a The rate shall be quoted by the Tenderer as per Schedule of Rates (SOR) - Annexure-B. The rates quoted shall be inclusive of all the charges, taxes, duties, levies, and all other statutory levies as imposed by State/Central Government and local authorities from time to time except GST. GST, if applicable, shall be payable extra at applicable rates. The Contractor shall split its full bill as per price finalised.</li> <li>b The tenderer shall quote single rate against each item(s) and not the multiple rates in SOR. The offer of the tenderer, who quotes multiple rates for any item, will be summarily rejected. Rates should be quoted strictly as per the Performa enclosed for SOR.</li> <li>c If the tenderer does not quote for any item(s), it may be noted that evaluation of the bid of such tenderer shall be based on highest rates quoted by other tenderer for that particular item(s). However, in case such tenderer stood overall lowest, order shall be placed for item(s) based on the lowest rate(s) quoted by other tenderer.</li> <li>d If tenderer offers rebate unilaterally after due date and time of submission of tender/bids, it is not to be taken into account for evaluation purpose. But if that tenderer/bidder emerges as a lowest evaluated bidder/tenderer, the rebate so offered is to be taken into account for placement of order.</li> <li>e NFL reserves the right without assigning any reason to accept or reject any tender in part or full or to process any quantity in excess of the tender quantity. NFL also reserves the right to negotiate with L1 Tenderer. NFL is not bound to accept the lowest offer.</li> <li>f The lowest rate tenderer (L-1) shall be considered purely based on offered rates as elaborated in Annexure-B "Schedule of Rates".</li> </ol>
9.00	<b>Bid Security Declaration:-</b>	<p>Tenderers must submit <b>Bid Security Declaration Form as per Annexure-I</b>. In case of non-submission of Bid Security Declaration Form, the tender shall be rejected.</p>

<p><b>10.00</b></p>	<p><b>Security Deposit:-</b></p>	<p>The successful tenderer, for the faithful performance of the Contract, will furnish Security Deposit (SD) within 15 days from issue of LOI/Work Order. The Security Deposit- will be @ <b>5%</b> of Basic Work Order value. The Security Deposit- shall be submitted in the form of:</p> <ol style="list-style-type: none"> <li>1. e-Transfer of SD through RTGS/NEFT are as follows:  NAME OF BANK: <b>STATE BANK OF INDIA,</b>  Account Type: Cash Credit  Account No: <b>10848032070</b>  IFSC Code: <b>SBIN0011705</b>  Branch Name: <b>SME Branch, SCO 103-107, Sector-8-C, Chandigarh -160009</b>  Note: Kindly mention your company name in remarks/narration while submitting SD-cum-PBG thru NEFT/RTGS and also inform us the UTR no. and date.</li> <li>2. The successful tenderer will also have the option to furnish Security Deposit by way of Bank Guarantee from any of the Scheduled Banks excluding Gramin and Co-operative Banks, in the Performa enclosed as Annexure- VI. The Bank Guarantee must be valid to cover contract Period + Three Months Claim Period. The bank guarantee should be submitted by bankers directly to NFL in sealed envelope and not through any vendor / contractor.  The vendor/contractor shall also arrange to send BG advice (including all BG amendments) by their issuing bank through SFMS platform directly to the NFL banker i.e. ICICI Bank Ltd., K1 Senior Mall, Sector-18, Noida, UP, 201301, IFSC Code ICIC0000031 as per following details: <ol style="list-style-type: none"> <li>(i) IFN 760 COV for issuance of Bank Guarantee.</li> <li>(ii) IFN 767 COV for amendment of Bank Guarantee.</li> <li>(iii) Issuing bank shall mention IFSC code as ICIC0000031 in filed 7035 of IFN 760 COV / IFN 767 COV.</li> <li>(iv) Issuing bank shall mention NFL beneficiary code as "NFLNATIONAL04022015" in field 7037 of IFN 760 COV / IFN 767 COV.</li> <li>(v) Cheques will not be accepted in any case.</li> </ol> The Security Deposit will be retained by NFL during the currency of contract or till settlement of all the accounts thereof, whichever is later. In case any dispute or difference not settled within the validity of Bank Guarantee, Contractor will arrange to get the bank guarantee extended as asked for. NFL, at its sole discretion can call in the Bank to pay the whole or part of the amount of Bank Guarantee.  The above deposit will be deemed to be security for the faithful performance of the contract and for the purpose of Section 74 of the Indian Contract Act, 1872 and for the extension of that section. In the event of any breach of any terms and conditions of the contract, NFL will have the right to draw from the Bank Guarantee/ Security Deposit either the whole or part of value of the same and tenderer will make good the value of Bank Guarantee/ Security Deposit to the extent of the amount so drawn within 15 days of receipt of intimation from NFL to this effect.  The amount so drawn will not in any way effect any remedy, to which NFL may otherwise be entitled or any liability incurred by tenderer under the contract or any law for the time being in force relating thereto or bearing thereupon.  In the event of the forfeiture of whole or part of the Security Deposit, the tenderer will deposit further sum/sums, so as to maintain the full security deposit amount as per para above.  The Security Deposit will be refunded after contract has been successfully completed. It will be lawful for NFL, if any difference or dispute is likely to exist, to defer payment of the Security Deposit or any portion thereof which may be due for release until such difference and dispute had been finally settled or adjusted.  The Security Deposit amount will not bear any interest.</li> </ol>
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11.00	SAC CODEs:-	The bidder shall indicate the rates of GST applicable in their bid, for the quoted items indicating clearly the SAC code of services/item and applicable category of GST (i.e. whether IGST, CGST, SGST, UGST). Bidder / Vendor shall have valid GSTIN / GST, Provisional ID and provide Invoice/bill and all other documentation in such form and manner as may be prescribed under the GST Act and Rules which are inter-alia necessary to enable NFL to claim input tax credit set off, rebate or refund in relations to payment of GST.
12.00	MSME:-	<p>In case Tenderers are registered as MICRO, SMALL or MEDIUM Enterprise under 'The Micro, Small &amp; Medium Enterprise Development Act, 2006 (MSMED Act)' promulgated by Government of India vide Notification dated 16/06/2006, please indicate the relevant category in your uploaded offer and also submit a copy of the certificate issued by the concerned authorities failing which the bidder shall not be entitled for the benefit under MSMED Act/Public Procurement Policy for MSE.</p> <p>i. Micro: - Where the investment in Plant &amp; Machinery does not exceed Rs. One Crore and turnover does not exceed Rs. Five Crore. or</p> <p>ii. Small: - Where the investment in Plant &amp; Machinery does not exceed Rs. Ten Crore and turnover does not exceed Rs. Fifty Crore. Or</p> <p>iii. Medium: - Where the investment in Plant &amp; Machinery does not exceed Rs. Fifty Crore and turnover does not exceed Rs. Two Hundred and Fifty Crore.</p> <p>However, NFL reserve the right to cancel the order (if any) and blacklist / debar a firm for a period of three years, in case, it is determined that the firm benefitted wrongly from the Public Procurement Policy. The Micro &amp; Small Enterprises (MSEs) shall be entitled for the benefits under the Public Procurement Policy for Micro &amp; Small Enterprises subject to the terms and conditions indicated in Attachment attached herewith as Annexure-VIII. MSE bidders to ensure declaration of Udyog Aadhar Memorandum UAM on CPPP.</p> <p><b>Note:</b> The present tender/ work is non-split able or non-dividable for the purpose of MSE.</p>
13.00	Tender Submission and acceptance	<p>i) NFL reserves the right to accept at their sole and unfettered discretion any tender for whole or part quantities or reject any or all tenders without assigning any reason thereof. No claims for compensation or otherwise whatsoever will be considered by NFL from the tenderers.</p> <p>ii) If a tenderer resorts to any frivolous, malicious or baseless complaints/ allegations with intent to hamper or delay the tendering process or resorts to canvassing/ rigging/ influencing the tendering process, NFL reserves the right to debar such tenderer from participation in the present/ future tenders up to a period of 2 years.</p> <p>iii) If the tenderer has any relation whether by blood or otherwise with any of the employees of the NFL, the tenderer must disclose the relation in the Annexure-A attached at the time of submission of the tender failing which NFL shall reserve the right to reject the tender or rescind the Contract. It shall also be certified by the tenderer that none of NFL's ex-employee is employed with them(in case any employee of NFL is employed, furnish details separately)</p> <p>iv) The tenderers shall not be entitled to claim any cost, charges or incidentals for or in connection with the preparation and submission of the tenders.</p> <p>v) Tenderer shall submit the Power of Attorney/Authorization in favour of the authorized signatory of the tender/bid.</p> <p>vi) Conditional offers are likely to be rejected.</p> <p>vii) NFL reserves the right to reject the tender on receipt and/or on evaluation if the past performance of the tenderer has not been found satisfactory.</p> <p>viii) Those tenderers, who are technically qualified for opening of Schedule of Rates bid, shall not be permitted to deviate any of the agreed terms and conditions of technical &amp; un-priced commercial bid of the tender subsequent to the opening of Schedule of Rates bid.</p> <p>ix) Tenderer must submit complete set of tender documents (NIT) duly signed and stamped on all pages as a token of unconditional acceptance.</p> <p>x) If the date of receipt/opening of tender is declared a holiday, the same shall be</p>

		<p>received /opened on the next working day.</p> <p>xi) Bids received after the closing date and time will not be considered. NFL shall, in no way, be responsible for the bids/offers received late for whatsoever reasons.</p> <p>xii) <b>NFL reserves</b> the right to postpone the opening/closing of tenders and Corrigendum/Addendum, if any, to such respect, shall be published only on the NFL's website <a href="http://www.nationalfertilizers.com">www.nationalfertilizers.com</a>.</p>
14.00	<b>PAYMENT</b>	<p>The bills of contractor shall be settled on monthly basis(calendar month) based on work done within a period of thirty days from the date of submission thereof if they are in accordance with the terms of the contract. Company may demand any details, clarifications etc. before passing of the bills and release of payment. Concerned plant in charge of SPU will verify the bills of contractor based on the work done by the contractor in the preceding month.</p> <p>In case , if the payment is delayed due to any reason , it will not affect the other terms of the contract and neither the contractor will have the right to stop the work or claim any damages for the delay in payment.</p> <p>Taxes / Govt. Levies will be deducted at the applicable rate in the relevant period out of total amount of bills made as per prevalent sections.</p>
15.00	<b>Important Points For Careful Consideration</b>	<p>a) The contractor shall not sublet (transfer or assign) this contract or any part thereof without the written approval of the NFL.</p> <p>b) No changes will be made in the contract charges irrespective of any increase in labour rates or any other taxes increase during the currency of this contract /Work Order.</p> <p>c) The obligations of the contractor under this contract will start from the date of issue of the Letter of Intent/ Work Order. Contractor will be asked to start the work soon after the receipt of the Letter of Intent /Work Order.</p> <p>d) The Contractor shall have to execute all the work to the full satisfaction of NFL. Directions for proper execution of the contract issued in this behalf by the In-charge SPU or his representative or any other officer authorized in this regard shall be binding on Contractor.</p> <p>e) The contractor shall inform NFL, the name of responsible representative/supervisor authorized to act on their behalf in day-to-day working of the contract. It shall be the duty of representative/supervisor to remain in touch with the office of In-charge SPU or an officer acting on his behalf and to obtain information about the execution of work/ activities under the contract and to report the progress of work and generally to take instructions in the matter.</p> <p>f) For satisfactory performance of above job, the contractor shall deploy the sufficient manpower as per instructions of In-charge SPU. The contractor has to arrange the manpower for carrying out the activities even on short notice depending upon the site requirements. In case of emergency of dispatch of Seeds, the Contractor has to run two or three shifts or get more Labourers to cope with the volume of work which is to be completed within specified time period without loss of time.</p>
16.00	<b>LD / Penalty</b>	<p>(i) In the event of the default on the part of the contractor in providing labour and/or their failure to perform any of the services mentioned in this contract efficiently and to the entire satisfaction of In-charge SPU or an officer acting on his behalf, NFL shall without prejudice to other rights and remedies under this contract have the right to recover by way of compensation/liquidated damages from the contractor, a <b>sum of rupees of two thousand per day</b> or part of a day of the default as the In-charge SPU or an officer acting on his behalf in his absolute discretion may determine and his decision on the questions whether the contractor have committed such default or have failed to perform any of such services efficiently and are liable to pay compensation/liquidated damages and as to the quantum of such compensation/liquidated damage shall be final and binding on the contractor.</p> <p>(ii) If there is any kind of damage to the NFL packing material during the packing, the</p>

		<p>cost of it shall be recovered from the contractor. Such damage to the NFL will be deducted from the contractor's bills. Other damages due to negligence such as placing the wrong tags on the bags, spreading of the ink on the bags, packing the wrong material inside the bag, etc. shall also be recovered from the contractor.</p> <p>(iii) Contractor to ensure that while processing, packing, delivering and stock depositing, stocks are to be maintained, stacked and segregated on per farmer basis as per the instructions given by the NFL/SPU In-charge from time to time. If any deficiency is found or it is noted that stocks on farmer basis are not identifiable in Warehouse, then for such deficient work Contractor will not be paid any charges and in case of any loss to the NFL, it will be deducted from the bills of the contractor.</p> <p>(iv) In case of any loss or damage caused to NFL's property/stock/equipment due to default or any deficiency in services on the part of Contractor or its employees and/or loss arising from theft/ pilferage of material/stock by contractor or its employee, such loss/damage shall be recovered from the contractor.</p>
17.00	<b>Risk and Cost</b>	<p>In the event of failure of the contractor to execute the work as per terms and conditions, NFL will also have right to get the job done by a third party or at its own at the risk and cost of the Contractor and debit the cost to the Contractor. All extra expenditures in such process will be recovered from the contractor's Security Deposit or outstanding bills.</p>
18.00	<b>Termination of Contract</b>	<p><b>A.</b> Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy of NFL under the Contract or otherwise, default or failure by Contractor of any of his obligations under the Contract including but not limited to the following, the Contract is liable to be terminated if the Contractor:--</p> <ul style="list-style-type: none"> <li>(i) Becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of its assets; OR</li> <li>(ii) Abandons the work; OR</li> <li>(iii) Persistently disregard the instructions of the NFL in contravention of any provision of the CONTRACT; OR</li> <li>(iv) Sublet the work in whole or in part thereof without NFL's consent in writing; OR</li> <li>(v) Performance is not satisfactory or work is abnormally delayed; OR</li> <li>(vi) Defaults in the performance of any material undertaking under this CONTRACT and fails to correct such default to the reasonable satisfaction of the NFL; OR</li> <li>(vii) Conceals or submit any false document or information furnished by the contractor regarding past experience and or contents of any document etc. are found false.</li> </ul> <p>The termination of the contract shall be by giving 7 days' notice of default or failure.</p> <p><b>B. CONSEQUENCES OF TERMINATION:</b> If the contract is terminated by NFL for the reasons detailed above due to default of the contractor:</p> <ul style="list-style-type: none"> <li>(i) NFL reserves the right to get the work completed at the risk and cost of the Contractor and to recover from the Contractor any amount by which the cost of completing the work by any other agency exceeds the value of the contract, without prejudice to any other remedies/rights/claims etc. that may be available with NFL.</li> <li>(ii) Security Deposit submitted by the Contractor shall stand forfeited.</li> <li>(iii) Apart from above NFL reserves the right to delist/ blacklist the contractor from the approved list of pre-qualified parties or debar from participating in tendering process of NFL as per NFL's rules &amp; regulations.</li> </ul>
19.00	<b>Labour Laws</b>	<ul style="list-style-type: none"> <li>(i) The Contractor will be governed by the laws of land for the time being in force in India and shall comply with or cause to be complied with all the labour regulations enactments/ laws made by the State Government and the Central Govt., from time to time, in respect of payment of wages of the workers/labour and all related matters.</li> <li>(ii) The contractor shall make the payment of wages to the employees deployed by him for execution of the jobs under this contract on or before 7th of the following month in accordance with the minimum wages notified from time to time by the Central or State Govt., whichever is higher. If at any time, it is noticed that the payment to the</li> </ul>

		<p>Labourer employed by the Contractor is not made in accordance with the Minimum Wages Act, NFL shall reserve the right to take remedial action to regulate the payment.</p> <p>(iii) The Contractor shall be responsible to ensure the compliance of EPF and ESI in respect of employees deployed by him as per the provisions of EPF Act, 1952 and ESI Act, 1948, as amended from time to time.</p> <p>(iv) In any case, the Contractor shall be bound to indemnify NFL against all claims whatsoever in respect of the said employees/labour under the Employee's Compensation Act, 1923 or any statutory modification thereof or otherwise in respect of any damage or compensation payable in consequent of any accident or injury sustained by any labour or other person whether in employment of the Contractor or not.</p> <p>(v) The Contractor shall be bound to provide all necessary safety equipment's for the required operations by its labour.</p> <p>(vi) The worker /labours so deployed by the contractor appointed shall be the employees of the contractor for all purposes and shall not be deemed to be in the employment of NFL. The control and supervision of the persons employed by the contractor shall vest with the contractor.</p> <p>(vii) If any labourer gets hurt while working at SPU, all medical facilities shall be provided by the contractor only and NFL shall not be responsible for any such incidence and shall not be made a party to that.</p> <p>(viii) The Contractor shall also furnish an affidavit duly notarized (along with bills) to the NFL that he has released due payment to the labourers engaged by them as per Minimum Wages Act along with other statutory deductions/payments. The responsibility for any penal action arising out of violation of the statutory provisions shall solely lie with the Contractor and NFL shall not be responsible for any penalty/legal liability in this respect.</p>
20.00	<b>Force Majeure</b>	<p>The terms and conditions agreed upon under the contract shall be subject to Force Majeure. Neither the contractor nor NFL shall be considered in default in the performance of their obligation contained therein, if such performance is prevented or delayed or restricted or interfered with by reason of War, Hostilities, Acts of Public Enemy, Civil Commotion, Strike, Lockouts, Epidemics/Pandemics, Accidents, Fires, Explosions, Flood, Earthquake, regulation or ordinance or requirement of any Government or any sub-division thereof or authority or representative of any such Govt., and/or due to technical snag/reasons or any other Act whatsoever, whether similar or dissimilar to those enumerated beyond the reasonable control of the parties hereto or because of any act of GOD. The party so affected, upon giving prompt notice to other party of such conditions and cause thereof from within 15(Fifteen) days of occurrence of such event, shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance if possible and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.</p> <p>If the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90( Ninety) days, either party may at its option terminate the contract by giving notice to the other party.</p> <p>For delays arising out of Force Majeure neither NFL nor the Contractor shall be liable to pay extra costs or to make good any losses incurred consequent to the happening of any of the event, provided it is mutually established that Force Majeure condition did actually exist.</p>
21.00	<b>Disputes/ Arbitration</b>	<p>Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be resolved amicably through negotiations by the Parties. A "Notice of Dispute" shall be given by the party seeking resolution of a dispute to other party. If</p>

		<p>the dispute is not resolved within Thirty (30) days from the notice, the dispute shall be referred to arbitration as per the procedure mentioned herein below:</p> <p>A written notice shall be given by the contractor invoking arbitration to National Fertilizers Limited through C&amp;MD, NFL.</p> <p>Where the claim including determination of interest, if any, being claimed upto the date of commencement of arbitration does not exceed Rs. Five crore, the reference shall be made to a sole arbitrator. The parties shall mutually agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration &amp; Conciliation Act, 1996.</p> <p>Where the claim including determination of interest, if any, being claimed, upto the date of commencement of arbitration exceeds Rs. Five crore, the reference shall be made to arbitral tribunal consisting of three arbitrators. Each party shall nominate one arbitrator each within 30 days from the date of receipt of notice of invocation of arbitration and two nominated arbitrators shall appoint the presiding arbitrator within 30 days thereafter. If a Party to the dispute refuses or neglects to nominate an arbitrator on its behalf within the period specified, or the two arbitrator's fails to nominate Presiding arbitrator, appointment of Arbitrator(s) shall be done in accordance with the provisions of Arbitration &amp; Conciliation Act, 1996.</p> <p>The Arbitration proceeding shall be governed by the Arbitration &amp; Conciliation Act, 1996 and any further statutory modification or re-enactment thereof and the rules made there under.</p> <p>It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the disputes/differences arising out of the contract by and between the parties hereto, the Arbitrator shall not award interest on the awarded amount more than the rate SBI PLR/Base Rate applicable to NFL on date of award of contract.</p> <p>The seat and venue of arbitration shall be <b>Panchkula</b>.</p> <p>The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The decision of the arbitral tribunal shall be final and binding on all parties.</p>
22.00	<b>Compliance of Laws</b>	The contractor shall be responsible to secure compliance with all Central and State laws as well as the rules, regulations, bye-laws and orders of the local authorities and statutory bodies, as may be in force, from time to time.
23.00	<b>Jurisdiction of Courts</b>	Notwithstanding any other Court or Courts having Jurisdiction to decide the question(s) forming the subject matter of the reference, if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the court of Competent Civil Jurisdiction in this behalf at <b>Panchkula</b> (where this contract has been signed on behalf of the Owner) and only the said Court(s) shall have jurisdiction to entertain and try such action(s) and/or proceeding(s) to the exclusion of all other Courts.
24.00	<b>Applicable/Governing Law</b>	The contract shall be governed by and construed in accordance with the Laws of India.
25.00	<b>Fraud Prevention Policy</b>	<b>Tenderer</b> should adhere to Anti-Fraud Policy of NFL (full text of which is available on NFL's website <a href="http://www.nationalfertilizers.com">www.nationalfertilizers.com</a> ) and not indulge or allow anybody else working in the company to indulge in fraudulent activities and would immediately apprise NFL of the fraud/ suspected fraud as soon as it comes to their notice. In case of failure to do so NFL may debar them for future transaction.
26.00	<b>Make in India</b>	<b>Provisions of Public Procurement (Preferences to Make in India) Order 2017 notified vide Order No: P-45021/2/2017-BE-II dated 15th June 2017 of DIPP and subsequent orders issued shall be applicable in this tender.</b>

		<p><b>Bidders seeking benefits under preference to Make In India (linked with Local Content) shall have to comply with the provisions specified under the Public Procurement (Preference to Make In India) Order 2017 as per latest amendment</b></p>
<p><b>27.00</b></p>	<p><b>Purchase Preference Benefit</b></p>	<p>27.1. Provisions of Public Procurement (Preference to make in India) order 2017 notified vide order no. P-45021/2/2017 BE-II dated 15th June 2017 of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) shall be applicable and subsequent orders issued shall be applicable in this tender.</p> <p>1.1 Bidders seeking benefits under Purchase Preference to Make in India (linked with local content) shall have to comply with the provisions specified under the Public Procurement (Preference to Make in India) order 2017 as per latest amendment.</p> <p>a) Minimum local content: - The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the local content requirement is minimum 20%.</p> <p>b) Margin of Purchase Preference: - The margin of purchase preference shall be 20%.</p> <p>In the event of any Nodal Ministry prescribing higher or lower percentage of purchase preference and/or local content in respect of this procurement, same shall be applicable.</p> <p>1.2 Being domestic tender, only 'Class-I Local supplier' and Class-II Local Supplier as defined in "Public Procurement (Preference to Make in India) order 2017" dt: 16/09/2020 shall be eligible to bid in this tender.</p> <p>In case of procurement for a value up to Rs.10 crore, the local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made. In case of procurement for a value in excess of Rs.10 crore, the local supplier shall be required to provide a certificate from Statutory Auditor or Cost Auditor of the Company (in the case of Company) or from practicing Cost Accountant or practicing Chartered Accountant (in respect of supplier's other than Company) giving the percentage of local content.</p> <p>1.3 A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for Purchase Preference under this Order for procurement by any other procuring entity for the duration of the debarment.</p> <p>A self-certificate to the effect that the bidder has not been</p>

		<p>debarred by any procuring entity from violation of this order should be enclosed along with techno-commercial bid.</p> <p>27.2.0 In case of participation of MSEs and Make in India (local content) Vendor against the same tender, MSE Vendor will be given preference to match with L-1 bidder as per Public Procurement Policy. MSE Vendor will be evaluated with 15% purchase preference and local content Vendor will be evaluated with 20% purchase preference.</p> <p>27.3.0 NFL reserves the right to relax the norms on prior experience &amp; turnover for startups (recognized by DIPP)/Micro &amp; Small Enterprises (MSEs) in Public Procurement subject to their meeting of quality and technical specifications. To avail such relaxation, bidder shall have to submit the relevant certificate issued by concerned authority.</p> <p>27.4.0 In case a bidder is eligible to seek benefit under Purchase PP-LC (Purchase Preference-linked with local content) policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against one of the two only i.e. either PP-LC or MSE policy. The option once exercised cannot be modified subsequently.</p> <p>4.1 Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.</p> <p>4.2 In case a MSE bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefits available to MSE Bidders under PPP-2012. However the exemption from furnishing Bidding Document fee and Bid security/EMD, if any, shall continue to be available to MSE Bidders.</p> <p>4.3 In case a MSE bidder wants to avail the purchase preference, the bidder must be a manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for MSEs. In respect of bid for services. The bidder must be the Service provider of the offered service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service.</p> <p><b>(Signed/stamped copy on party/ Company letter head the as per enclosed Annexure-IX is to be submitted).</b></p>
28.00	<b>GeM Seller ID</b>	As per Circular No. 6/9/2020-PPD dated:24.08.20 from Ministry



		of Finance: It shall be mandatory for seller, for Goods & Services to Govt. organizations, including CPSEs, to be registered on GeM and obtain a unique GeM Seller ID at the time of placement of order/acceptance of contract. Successful bidder has to ensure compliance of same at the time of order placement/acceptance of contract.
29.00	<b>Model Clause</b>	Model Clause Certificate as per Annexure-III (Tenders) of Restrictions under rule 144 (xi) of the General financial Rules (GFRs) 2017, dated: 23.07.2020 shall be submitted . ( <b>Attach Annexure -X</b> )

Signed Digitally

Place:

Date:



**Annexure-A**

**Technical Bid (To be filled on e-portal)**  
Information related to Tenderer

Sr	Description	Data
1.	Name of firm & Complete Address	
	Email address	
	Phone No:- Landline	
	Mobile	
	EMD Details, As applicable (Details on letter head)	Enclosed/Not Enclosed
2	<b>Type of Tenderer /firm (Tick any)</b>	Proprietorship /Partnership /Pvt Ltd/Ltd
	Document in support of the Constitution Bidder/Tenderer <b>Sole Proprietorship</b> : - Enclose Latest dated Notarized Sole Proprietorship Affidavit (Annexure-III) giving therein Name of the Proprietor, Son of, Name of the Firm & Resident of. <b>Partnership firm</b> : - In case of Partnership enclose Notarized copy of Partnership Deed with recent date of Notarization on each page along with following information a) Name of all the Partners 1. Sh..... S/o Sh..... 2. Sh.....S/o Sh..... 3. Sh..... S/o Sh..... b) Submit Notarized Affidavit (Annexure-II) by Partner that there is no change in the current status of the firm. <b>PVT LTD/LTD</b> : - In such case enclose copy of MOA/ Articles of Association	Enclosed/Not Enclosed
3.	<b>Bank Details (For all electronic transactions)</b>	
	Name of bank & address	
	Type of account	
	14-digit bank account number	
	I.F.S.C. Code	
	Cancel cheque:           enclose copy	Enclosed/Not Enclosed
4	<b>Bid Security Declaration Form( Annexure-I)</b>	Enclosed/Not Enclosed
5	<b>Affidavit as per Annexure-II</b>	
6	<b>PAN number with photocopy (enclose copy)</b>	Enclosed/Not Enclosed
7	<b>GST Registration No.</b>	Enclosed/Not Enclosed
8	<b>EPF Registration No.</b>	Enclosed/Not Enclosed
9	<b>ESI Registration No.</b>	Enclosed/Not Enclosed
10	<b>Income Tax Returns for last three years</b>	Enclosed/Not Enclosed
11	<b>Balance Sheet with P&amp;L Accounts for last three years</b>	Enclosed/Not Enclosed
12	<b>Certified copy of Power of Attorney/ Authorization to sign tender in case of Partnership Firm /Company/ Society</b>	Enclosed/Not Enclosed
13	If the bidder is registered as Micro/Small/ Medium Enterprises as per MSMED Act, 2006, the same may be confirmed. (submit copy of the registration certificate in support thereof)	Enclosed/Not Enclosed



14	<b>Experience of Handling similar work as per Clause B-6-a</b>		Enclose attested copy of work order/contract /agreement and completion certificate	
	Sr. No.	Name of the organization where work is done	Timeline (from when to when)	Year
15	<b>Give details, If you or your Sister concern is dealing with NFL as:-</b>			
	H &T Contractor			
	Dealer			
	Private Godown			
	Related to any NFL Employee/Ex-Employee:			
16	Give details, if your firm/sister concern/ Associate belonging to same group has ever been delisted or put on holiday or black listed by any PSU/ Cooperative /Private Sector Company /Govt. Department by any Organization during last <b>Two</b> years.  If Yes:- Please provide complete details			Yes/No
17	Tenderer having any relation with NFL employee as per clause B-13 iii, If yes, Provide complete details along with details for type of relation			Details
18	<b>Self-Certification Form: Make In India (Local Content) / Annexure-IX</b>			Enclosed/Not Enclosed
19	<b>Model Clause Certificate: Public Procurement No. 1 / Annexure-X</b>			Enclosed/Not Enclosed

**Undertaking/declaration**

1. I ..... S/O Shri ..... Proprietor/Partner/Director ..... hereby declare that all the information submitted by me are correct, true and valid. That any licenses/statutory obligations that expire during the contract period shall be duly renewed by me without any lapses. That I/We hereby confirm that we have read all the terms and conditions of this tender, all the Annexures attached thereof and all addendum/s, if any, issued and I/we undertake that all terms & conditions mentioned in this tender document consisting of pages 1 to 28 along with annexures and addendum, if any, are accepted to me/us without any deviation and I/We shall abide by the same fully.
2. That the Tenderers, their associates, Sister concerns, etc. have not been blacklisted/delisted/debarred by any Institutional Agency/Govt. Deptt./Public Sector Undertaking in the last two years.
3. That none of our Sister-Concern/ Group/ Associates Company is participating in this tender.

Signed Digitally

Place:

Date:

Note: In case of concealment of any fact, if detected later on, such tenderers will be debarred from all future dealing with NFL.

**Annexure-B**

**Schedule of Rates Bid (for Quotation on e-portal)**

**Note : Rates Not to be quoted on these 2 pages ( Pg. No. 19 & 20)**

I/We have carefully gone through the terms and conditions prescribed for Contract for handling, processing and work related to Seeds at SPU, **Panipat**. I/We accept all terms and conditions and our lowest and firm rates for different work items as detailed below are as under:

SR.	Work detail	Approximate quantity (Quintals) =A	Rate in Rs/Quintals = B	
			Figures	Words(Automatic Field)
<b>I</b>	<b>Unloading</b>			
1.1	Unloading of raw seed bags from vehicles and stacking it on crates in Godown with Stack height of 18 to 22 bags, laying of polythene sheet, laying of crates, cleaning and marking of code numbers on raw seeds bags <b>(Rate in Rs / quintal )</b>			
	Wheat (50 kg approx. bag)	40000		
	Paddy/Others (35-40 Kg approx. bag )	0		
1.2	Unloading of Processed seed (certified /Foundation/breeder) from vehicles and stacking it at a designated place in Warehouse/Godown <b>(Rate in Rs / quintal )</b> (40 kg Bag size)	720		
1.3	Unloading of gunny bales (50 bags=30 kgs approx. bale or depend upon supplier) and packing material (empty bags stacks packing of approx. 60 kg weight) from trucks or loading them in trucks, putting them in the godowns. <b>(Rate in Rs per bales)</b>	1600		
<b>II</b>	<b>Loading</b>			
2.1	Loading of Processed Seeds (Graded Seeds/ Certified seeds and Undersize seeds) into vehicles form Godown, stacking of empty crates, folding of polythene and cleaning of Godown etc. <b>(Rate in Rs / quintal )</b>			
	30-40 Kg Packing	36000		
	50 Kg Packing	0		
<b>III</b>	<b>Direct Packing in Godown/ Warehouse Premises</b>			
	<b>Processing of raw seed which include following operations: (Rate in Rs / quintal )</b>			
3.1	De-stacking of raw seed, carrying of raw seed from Godown to feeding hoper of grading unit lot-wise/farmer wise.	0		
3.2	Processing/ grading of raw seed, stenciling of seed bags, seed treatment/ putting the seed treatment chemical pouch in bags.			
3.3	Packing of Graded seed in NFL's bag (30-40 Kg) as per Certification Agency norms weighing, stitching, tagging, labeling, sealing and again shifting in t			
3.4	o Godown including lot wise seed sample preparation for submission to State Seed Certification agency.			
3.5	Collecting, packing, weighing and properly storage of undersize/ rejections lot-wise/farmer wise.			
3.6	Collection of empty sacks, bundling and stacking of bags in store. Replacement of cut and torn bags during operation.			
<b>IV</b>	<b>Indirect packing- In the Godown/ warehouse premises (Rate in Rs / quintal )</b>			
4.1	Lifting of raw seed from the stores to the feeding hoper of the grading unit, grading/ processing of raw seed, bulk packing of graded seed, weighing and stitching of graded seed bags lot-wise/farmer wise. Shifting in to godowns and lot wise stacking of graded seed. Collecting of undersize/ rejected seed, weighing,	40000		

NOT TO BE FILLED HERE

4.2	<p>packing and properly storage of undersize lot-wise/farmer wise. Cleaning of godowns right from intake of raw seed till lifting of seed from the store.</p> <p>Lot wise lifting of graded seed from the stack move the stock to packing floor, treatment of seed as per certification norms, preparation of chemical packets and keeping in bags, stenciling of bags, preparation/printing of tags and labels. Printing/stenciling of packing bags. Packing of certified seed lot wise as per norms including tagging labeling and sealing. Shifting of packed seed from packing floor to Godown and stacking *.</p> <p>a) Packing in Jute/BOPP/HDPE/Canvas bags size 30-40kgs.  b) Packing in Jute/BOPP/HDPE/Canvas bags size 11-29kgs.  c) Packing in Jute/BOPP/HDPE/Canvas bags size 6-10kgs.  d) Packing in Cloth/Canvas bags size 1-5 kgs</p> <p>(*Rate will be payable on the quantity graded.)</p>	36000 0 0 0		
<b>V</b>	<b>Shifting work – On the seed processing unit</b>			
5.1	Shifting of Raw seed/Certified seed/undersize/packing material as per requirement from one warehouse to another (Rate in Rs / quintal).	0		
5.2	Shifting of Raw seed/ Certified Seed/ processed Seed/ undersize Seed/ packing material from one place to another in the same godowns/plant premises as required (Rate in Rs / quintal )	0		
VI	<b>Segregation</b> Segregation of seed lots from the stack due to rejection of lots in seed testing by Seed Certification Agency. In case of direct packing removal of tags lot wise and defacing of seed bags and changing in to bulk packing (Rate in Rs / quintal )	1500		
VII	<b>Re- validation:</b> De stacking of carry over seed and restacking after grading and sampling for re validation (Rate in Rs / quintal).	1500		
VIII	Complete cleanliness of the plant on crop or variety change based on NFL's officer satisfaction (rate per cleaning job)	10 Numbers		
IX	Cleaning, sorting and bundling empty sacks and storing them in the warehouse by category (rate per bag)	80,000 Numbers		
X	Darning of empty stacks, bundling and storing in warehouse (rate per bag)	10,000		
XI	Providing un-skilled workers (rate per person per day)	275 days		
XII	Marking of NFL stamp on new sacks, Opening of bundle of new sacks, NFL marking, making 25 -25 bundles, stacking (rate per bag)	90,000 Numbers		
XIII	Local transportation charges from 0 to 15 km (Rate in Rs/Quintals)	0		

**Basis for L1 bidder = Lowest of Sum of product of coloumn A and B**

1. Tenderers are requested to quote prices separately for all Serial Nos. of the above table.
2. Incomplete tenders in any respect and/ or with deviation are likely to be rejected.
3. The rates quoted shall be inclusive of all the charges, taxes, duties, levies, and all other statutory levies as imposed by State/Central Government and local authorities from time to time except GST. GST, if applicable, shall be payable extra at applicable rates.

I/ We (Tenderer) have carefully gone through the terms and conditions of the Tender and hereby agree to abide by the same without any deviation/condition.

Digitally signed by Tenderer

Place:

Date:



**BID SECURITY DECLARATION FORM**

**(To be submitted on Letter Head)**

Date: \_\_\_\_\_

Tender No. \_\_\_\_\_

To,

(Insert designation and address of the Tender issuing authority)

I/We. The undersigned, declare that:

I/We understand that, according to the conditions of the NIT/tender documents, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be suspended without any notice from bidding for any contract issued by your Company for a period of One year for committing a breach of obligation(s) under the tender conditions, because I/We

- a) Have withdrawn/modified/amended the bid during the period of bid validity; or
- b) Having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
  - (i) Fail or refuse to execute the contract within the specified time, if required, or
  - (ii) Fail or refuse to furnish the Performance Security within the specified time,

In accordance with the terms and conditions of the NIT/tender documents.

(Name & Signature with seal)

(Proprietor/Partner/Director/Authorized Signatory)

**AFFIDAVIT**

ON NON JUDICIAL STAMP PAPER

I,..... S/o Shri ..... aged.....years,  
residing at..... (Address) working as Proprietor/  
Partner/ Director of M/s..... Having its registered Office  
at..... do hereby solemnly affirm and declare on oath as under:-

1. That I am/we are Competent to swear this Affidavit being Proprietor/Partner/Director of M/s.....
2. That my/our Firm M/s ..... is a Proprietorship/ Partnership Firm/Company is participating in tender for appointment of contractor for handling, processing and other related work to Seed Processing at SPU, **Panipat**.
3. That we the partners of M/s.....a Partnership Firm confirm that there is no change in the status of the Partnership Deed dt .....
4. That I/We hereby confirm and declare that no other Firm/Sister concern/Associates belonging to same group are participating/submitting this tender.
5. That I/We hereby confirm/declare that the bidders, their associates, sister concern etc. belonging to the same group have not being blacklisted/de-listed or put on holiday by any institutional agencies/Govt. Deptt./Public Sector Undertaking or any organization etc.in the last TWO years.
6. That any licenses/statutory obligations that expire during the contract period shall be duly renewed by the Contract or without any lapses
7. That I/We further undertake that in case any of the facts contained above and in our tender bid is found otherwise or incorrect or false at any stage, my/our firm/company/group/sister concerns/associate companies shall stand debarred from the present and future tenders of the NFL and NFL shall be competent to take other necessary action as deemed fit.

(Signature of the Proprietor/Partner/Director with Seal)  
DEPONENT

Verified at ..... On..... that the contents of para 1 to 7 of this Affidavit are true and correct to the best of my knowledge and no party of this is false and nothing has been concealed or falsely stated therein.

Signature of the Proprietor/Partner/Director with Seal)  
DEPONENT

---

<b><i>In case of Proprietorship Firm</i></b>	-	<b><i>the Proprietor is to submit the Affidavit.</i></b>
<b><i>In case of Partnership Firm</i></b>	-	<b><i>Partner should submit the Affidavit</i></b>
<b><i>In case of Limited Firm</i></b>	-	<b><i>Director should submit the Affidavit.</i></b>
<b><i>In case of Cooperative</i></b>	-	<b><i>President should submit the Affidavit.</i></b>



**Annexure-III**

**Performa for proprietorship Affidavit on the stamp paper of appropriate and notary attested**

I, \_\_\_\_\_ S/o Sh. \_\_\_\_\_ resident of \_\_\_\_\_ do hereby solemnly affirm and declare as under:

1. That on \_\_\_\_\_ (date of start of business) I the deponent has started business under the name and style of Proprietorship as a sole proprietor and at present M/s \_\_\_\_\_ is a sole proprietorship firm.
2. That I am the sole proprietor of the firm named as \_\_\_\_\_ situated at \_\_\_\_\_ (full address of firm with pin code).
- 3 That my above declarations are true and correct, in case my above declaration found incorrect, in that event, my bid / tender/contract may be rejected and NFL shall be fully competent to take the necessary action as deemed fit.

DEPONENT

VERIFICATION

Verified that the above contents of my affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

Place \_\_\_\_\_

Date: \_\_\_\_\_

## FINANCIAL YEAR : 2024-25

SR. No.	Detail of work (Crop taken for Production)	Approximate quantity (quintal)	
		Raw seed	Graded seed
1	Wheat	40000	36000
2	Paddy	0	0
2	others	0	0

Note- The above is tentative quantity and shall be governed by clause B-4 of NIT



**DOCUMENTS SUBMISSION DETAILS**

**A. Links for uploading Technical Bid Support Documents**

1. Tender Documents Duly Signed and stamped on each page.
2. Documents for Eligibility Criteria as per B-7.
3. Documents as per Annexure A Point no. 2 regarding constitution of Bidder/firm
4. Bid Security Declaration Form as per Annexure-I.
5. Affidavit as per Annexure-II along with requisite documents (Proprietorship Affidavit on the stamp paper of appropriate and notary attested, if applicable )
6. Power Of Attorney/ authorization ( If applicable)
7. Income Tax Returns (Last 3 years)
8. Balance Sheets and Profit and Loss A/c. (Last 3 years)
9. Cancelled cheque, Bank and EMD Details on letter head
10. PAN copy, GST No. EPF & ESI Nos.
11. MSME Registration Certificate, if any,
12. Upload Blank Annexure-B(Only sign and stamp, no rates quotation)
13. Self-Certification Form: Make In India (Local Content) / Annexure-IX
14. Model Clause Certificate: Public Procurement No. 1 / Annexure-X
15. Experience of Handling similar work as per Clause B-6-a (Ref. Part B – Terms & Conditions)



Bank Guarantee Bond for Security Deposit  
(To be used by approved scheduled Bank)

BANK GUARANTEE NO.: \_\_\_\_\_  
AMOUNT OF BANK GUARANTEE: \_\_\_\_\_  
GUARANTEE COVER FROM : \_\_\_\_\_ TO \_\_\_\_\_  
LAST DATE FOR DEMAND OR CLAIM OF BANK GUARANTEE \_\_\_\_\_  
(Lodgment period is three months after the validity period)

In consideration of the National Fertilizers Limited Chandigarh (hereinafter called NFL) having agreed to exempt \_\_\_\_\_  
(hereinafter called the said contractor (s) from the demand, under the terms and conditions a Contract No. \_\_\_\_\_ dated \_\_\_\_\_ executed between NFL and **Labour Contractor** for "**Handling, Processing, & Other Labour related work at SPU Panipat**" (hereinafter called 'the said contract') of security deposit for the due fulfillment by the said Contractor (s) of the terms and conditions contained in the said Contract on production of a bank guarantee for **Rs. ....(Rupees .....**).

1. We \_\_\_\_\_ Bank (hereinafter referred to as 'the Bank') do hereby undertake to pay the NFL an amount not exceeding Rs. \_\_\_\_\_ against any breach by the said Contractor (s) of any of the terms & conditions contained in the said contract.

2. We \_\_\_\_\_ (Bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from NFL stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by NFL by reasons of any breach by the said Contractor (s) or any of the terms & conditions contained in the said Contract or by reasons of the Contractor (s) failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due & payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. .... .

3. We \_\_\_\_\_ (Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of NFL under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till NFL (Office/Department) certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor (s) and accordingly discharge the guarantee unless a demand or claim under this guarantee is made on us in writing on or before the \_\_\_\_\_ viz last date for demand or claim of Bank Guarantee, we shall be discharged from all liability under this guarantee thereafter. Demand / claim period is three months after the validity of the Bank Guarantee.

4. We \_\_\_\_\_ (Bank) further agree with the NFL that NFL shall have the fullest liberty without our consent and without affecting in any manner or obligations hereunder to vary any of the terms and conditions of the said



contract or to extend time of performance by the said contractor (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the said Contractor(s) and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said Contractor(s). However, for any for-aberrance, act or omission on the part of NFL or any indulgence by the NFL to the said Contractor (s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. We \_\_\_\_\_(Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of NFL in writing.

6. We \_\_\_\_\_(Bank) undertake to confirm the issuance of this Bank Guarantee through SFMS Code directly to the NFL Banker, i.e. ICICI Bank Ltd.,K1, Senior Mall, Sector-18, NOIDA, U.P.,201301, IFSC Code-ICIC0000031, as per following details:

**i) IFN 760 COV for issuance of Bank Guarantee.**

**ii) IFN767 COV for amendment of Bank Guarantee.**

**iii) Issuing Bank shall mention IFSC code as ICIC0000031 in field 7035 of IFN 760 COV/IFN 767 COV.**

**iv) Issuing Bank shall mention NFL beneficiary code as "NFLNATIONAL04022015" in field 7037 of IFN 760 COV/IFN 767 COV.**

Date \_\_\_\_\_ date of \_\_\_\_\_ year \_\_\_\_\_ .

For \_\_\_\_\_Bank

(Indicate the name of the bank)



Notes:-

**(These notes are for guidance only and Not to be typed in Bank Guarantee.)**

1. BG No. shall be stated on each of BG with sign and seal of Bank.
2. All additions / deletions / corrections shall be specifically signed and sealed by the Bank.
3. BG shall be executed on a non judicial stamp paper of appropriate value.
4. Non judicial stamp paper shall be in the name of the Bank executing the B.G.
5. BG should be executed on or after the date of purchase of non judicial stamp paper and execution of BG should not be ante dated from the date of non judicial stamp paper.
6. BG not as per this proforma will not be accepted.

### FOR Micro & Small Enterprises

#### PUBLIC PROCUREMENT POLICY FOR MICRO AND SMALL ENTERPRISES:

Government of India, vide Gazette of India No. 503 dated 26.03.2012 has proclaimed the Public Procurement Policy on procurement of goods and services from Micro and Small Enterprises (MSEs) by all central Ministries/Departments/PSUs for promotion and development of Micro and Small Enterprises. Accordingly, following provisions are incorporated:

- i) Issue of Tender Documents to MSEs free of cost.
- ii) Exemption to MSEs from payment of EMD/Bid security.
- iii) MSEs quoting price within price band L-1 + 15%, when L1 is from someone other than MSE, shall be allowed to supply at least 25% of tendered value at L-1 subject to lowering of price by MSEs to L-1. A sub-target of 4% out of 25% target of annual procurement earmarked for procurement from MSEs owned by SC/ST entrepreneurs. Out of the total annual procurement from Micro and Small Enterprises, 3 per cent from within the 25 per cent target shall be earmarked for procurement from Micro and Small Enterprises owned by women.
- iv) The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
- v) In case bidder is a Micro or Small Enterprise under the Micro, Small and Medium Enterprises Development Act, 2006, the bidder shall submit the following:
  - a) Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
  - b) If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
    - vi) In case tendered item is non-split able or non-dividable, MSE quoting price within price band L1 (other than MSE) +15%, may be awarded for full / complete value of supplies / contract subject to matching of L1 price.
    - vii) The MSEs owned by SC/ST entrepreneurs shall mean:
      - a) In case of Proprietary MSE, Proprietor(s) shall be SC/ST.
      - b) In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the unit.
  - c) In case of Private Limited Companies, at least 51% share is held by SC/ST. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
    - viii) The Public Procurement Policy for MSEs is meant for procurement of only Goods produced & Services rendered by MSE and hence shall not be applicable for works contracts.

The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant [not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law.

If the bidder does not provide the above confirmation or appropriate document or any evidence, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP), 2012.

**SPECIAL INSTRUCTIONS TO TENDERERS**

1. **Mode of Tendering:**

National Fertilizers Ltd. has decided to do procurement of Fertilizers against this tender through e-tendering and reverse auctioning. The NIT is available on website <https://etenders.gov.in/eprocure/app> from where the registered vendors will be able to download the tender documents free of cost for participation in the tender and submit their bids online. The tender submission, tender closing and opening will be done electronically and online.

You are already aware of the process regarding downloading of tender documents, preparation of techno-commercial bid as well as price bid, uploading of techno-commercial as well as price-bids and submitting through online only, opening of bids, participation in reverse auctioning, and other related activities. It is presumed that accordingly, you can submit your bid and participate in this tender as per the requirements of the system. However, in case of any help / clarification, you may contact any one of the following:

- a) M/s National Fertilizers Limited-Chandigarh

Yoginder Singh DGM (Mktg.) NFL, Zonal Office, Chandigarh Contact No. 0172-2704485 <a href="mailto:yoginder@nfl.co.in">e-mail : yoginder@nfl.co.in</a>	Ankur Mehla Manager (Mktg.) - ABD Contact No. 7310950077 e-mail : <a href="mailto:ankurmehla@nfl.co.in">ankurmehla@nfl.co.in</a>
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- b) Any queries relating to the process of online bid submission or queries relating to tender Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4001 002, 0120-4001 005 & 0120-6277 787.
2. All the vendors participating in the online e-procurement have to abide by the process involved in the entire workflow of the e-procurement. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. NFL shall not be responsible for any mistake made by the vendor at the time of bid process. In case any vendor submits an invalid bid due to any reason including typing mistake / human error, such invalid bid will be disqualified / rejected with forfeiture of EMD and such vendor shall not be allowed to further participate in that tender. The remaining process shall be completed considering the other valid bids. This shall however, be without any prejudice NFL's right to debar / de-list (*vendors who submit invalid bids*) from future tenders. Such action, if any, shall be taken at the sole option of NFL.
3. It is mandatory for the vendors to use the digital certificate in all their bidding Process.
4. To participate in e-tendering of NFL, please refer <https://etenders.gov.in/eprocure/app> for System requirement, Browser configuration, procedures etc.
5. It is the entire responsibility of the vendors to protect their own login Id and Password and keep their digital certificate safe so that is not misused by any other person.
6. **Tender Schedule:**

The notice of issue of enquiry and detailed schedule for downloading the NIT documents, submission of bids, tender closing, tender opening, Reverse Auction and subsequent clarification/amendment in schedule etc. shall be communicated to registered vendors separately by emails/fax message. The same is also available on the above mentioned website against this tender.

**Note:** After expiry of date & time for a particular activity as mentioned above, that particular activity cannot be done unless the schedule for the same is extended /amended. Similarly no activity can be done before start date & time specified for that particular activity unless the schedule for the same is pre-poned / amended.

#### **7. REGISTRATION AT CPP Portal**

- a) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal (URL: <https://etenders.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrolment" on the CPP Portal which is free of charge.
- b) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- c) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- d) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify/nCode/eMudhra etc.), with their profile.
- e) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- f) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

#### **8. SEARCHING FOR TENDER DOCUMENTS AT CPP Portal**

- a) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- b) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- c) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### **9. PREPARATION OF BIDS AT CPP Portal**

- a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

#### **10. SUBMISSION OF BIDS AT CPP Portal**

- a) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

- b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- d) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- e) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- f) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- g) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener’s public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- h) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- i) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- j) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

**11. ASSISTANCE TO BIDDERS FOR CPP Portal**

- a) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- b) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

**12. Tender Opening:**

The tenders will be opened electronically by NFL from Chandigarh Zonal office. The submission of bids shall be done by vendors from their office or from place of their choice. However bids cannot be submitted after the bid submission due date & time as per the schedule. Price bid of all the vendors who are techno-commercially acceptable shall be opened electronically by **M/s. National Fertilizers Limited- Zonal Office Chandigarh (Panchkula)**.





**Self-Certification Form: Make In India (Local Content)**

**(On Party/Company's Letter Head)**

**Tender Ref. No.:** .....

To

M/s National Fertilizers Limited,

Corporate Office, Noida

**Sub: Self Certification as per clause 9(a) of Revised Public Procurement (Preference to Make in India Order, 2017 of DPIIT dated:16.09.2020**

Sir,

I.....(authorized signatory) for M/s.....a 'Class-I Local Supplier'/ 'Class-II Local Supplier' 'at the time of tender, bidding or solicitation hereby confirm that the item meets the Local Content requirement for Class-I Local Supplier' /'Class-II Local Supplier' (**Tick appropriate option & cut the other one**) and the Local Content percentage is.....

I also certify that the bidder M/s..... has not been debarred by any procuring entity from violation of this order.

The address is as below, where the local content/ value addition is made:

[Factory Address/Office Address]

For M/s.....

Authorized Signatory  
(with company seal & Name)



**Annexure -X**

**Model Clause Certificate: Public Procurement No. 1**

**(On Party/Company's Letter Head)**

**Tender Ref. No.:**

To

M/s National Fertilizers Limited,

Corporate Office, Noida

**Sub: Model Clause Certificate as per Annexure-III (Tenders) of Restrictions under rule 144 (xi) of the General financial Rules (GFRs) 2017, dated: 23.07.2020**

Sir,

I.....(authorized signatory) for M/s..... have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. We certify that this bidder M/s.....[**Vendor Name & address**] is not from such a country

**or,**

if from such a country [**Tick appropriate option & cut the other one**], has been registered with the competent authority. We hereby certify that we fulfill all requirements in this regard and is eligible to be considered [**attach evidence of valid registration certificate with competent authority**].

For M/s.....

Authorized Signatory

(with company seal & Name)