



# नेशनल फर्टिलाइजर्स लिमिटेड

(भारत सरकार का उपक्रम)

पानीपत इकाई: गोहाना रोड, पानीपत-132106(हरियाणा)

दूरभाष: 0180-2652481

फैक्स: 0180-2652515



## NATIONAL FERTILIZERS LIMITED

(A Government of India Undertaking)

Panipat Unit: Gohana Road, Panipat-132106 (Haryana)

Phone: 0180-2652481

Fax: 0180-2652515 GST No. 06AAACN0189N1Z8

### COVERING LETTER OF NIT/INSTRUCTIONS TO THE TENDERER AND TENDER CONDITIONS

Annexure-I

Ref. No. NFL/ PT/ HR/ TPT/ Canter/CISF/2024-26

Dated: 20-04-2024

To

M/s \_\_\_\_\_

Subject: **Hiring of Canter Tata-407 on round the clock basis for CISF Duty in NFL Panipat (2022 or later model) for a period of two years.**

Dear Sir,

Sealed TENDERS are invited for the work as detailed below:-

1)	Name of Work:	As Mentioned Above.
2)	Earnest Money:(Tender received without EMD/BSD is liable to be rejected)	<p>Tenderer to submit Earnest Money of Rs. 50000/- (<b>Rupees Fifty thousand only</b>) in the form of crossed Demand Draft / Banker's Cheque only, issued by any scheduled bank except rural and co-operative bank in favour of National Fertilizers Ltd, Panipat, payable at Panipat. Cheque shall not be accepted in any case. In case party is seeking exemption of EMD under MSMED Act, he is required to submit the required documents showing eligibility.)</p> <p>OR</p> <p>Tenderer can also submit Earnest money by e-transfer in NFL account through RTGS/NEFT in following below account Name: NATIONAL FERTILIZER LIMITED Account no: 10565845486 Name of Bank: State Bank Of India IFSC Code: SBIN0001620 Branch Address: Main Branch,GT Road, Panipat</p>
3)	Cost of Tender Form:	Tenderer to submit separately Rs.750/(( <b>Seven hundred fifty only</b> ) in the form of crossed Demand Draft / Banker's Cheque only, issued by any scheduled

..... कारपोरेटकार्यालय:ए-11,सेक्टर24,नौयडा,गौतम बुद्ध नगर,उत्तरप्रदेश पिन201 301☎: 0120-2412294, 2412445एवं3092201 से08,फैक्स2412397 CORPORATE OFFICE : A-11, SECTOR 24, NOIDA, GAUTAM BUDH NAGAR (UP) - 201 301, ☎: 0120-2412294, 2412445 & 309221 to 08, FAX : 2412397 रजि.कार्यालय:स्कोपकॉम्प्लेक्स, कोर-III, 7, इंस्टीट्यूशनल एरिया, लोधीरोड, नईदिल्ली- 110 003, ☎: 011-24360066,फैक्स24361553, सीआईएन:L74899DL1974GO1007417 REGD. OFFICE : SCOPE COMPLEX, CORE-III, 7 INSTITUTIONAL AREA,

LODHI ROAD, NEW DELHI - 110 003, ☎: 011-24360066, FAX: 24361553, CIN: L74899DL1974GO1007417

		bank except rural and co-operative bank in favour of National Fertilizers Ltd, Panipat payable at Panipat as Tender cost. Cheque shall not be accepted in any case. <b>(Separate DDs / Banker's Cheque for both Tender fee and EMD amounts)</b>
4)	Estimated Value of the work :	<b>Rs 31,74,860.68 (Including GST)</b>
5)	Validity of Tender	<b>120 days</b> from the Date of Opening of tender/Technical Bids for the acceptance.
6)	a) Validity / Period of Contract	<b>Two years</b> from the date of award of the Contract
	b) Time of Completion:	<b>Two years</b>
7)	Last date and time of Issue of Tenders:	As per GeM Bid Document
8)	Last date and time of Receipt of Tenders:	As per GeM Bid Document
9)	The date and time of Opening of Tenders:	As per GeM Bid Document
10)	Place of receipt and Opening of Tenders:	<b>Office of: CM (HR), NFL Panipat.</b>

- 11) Tender Documents may be downloaded from our website [www.nationalfertilizers.com](http://www.nationalfertilizers.com) or CPP portal [www.eprocure.gov.in](http://www.eprocure.gov.in). In case documents are downloaded directly from the said websites, requisite tender fees and EMD shall be submitted along with tender documents in envelope No 1. Parties are advised to visit NFL website regularly. Any amendment / corrigendum to the above NIT will be displayed on aforesaid website only.
- 12) Tender Documents may also be obtained from the office of undersigned before due date of Tender submission on deposit of Demand Draft / Banker's Cheque of 750/- in favour of NFL payable at Panipat towards cost of Tender Documents (Rs.50.00 shall be charged extra for getting tender documents through Post).
- 13) All requests for interpretation, clarification & queries in connection with tender shall be addressed, in writing to DGM / Chief Manager (HR) at least 7 (Seven) days prior to the closing date of the tender.
- 14) The Tenderer may visit the site, acquaint himself fully of the job and site condition, if required, and no claim, whatsoever, will be entertained on the plea of ignorance of difficulties involved in the execution of the work.
- 15) The rates should be quoted item wise for the complete Scope of Work as per Performa 'Schedule of Rates'. The rates should be quoted only in the units given in the Schedule of Rates and should be indicated both in words as well as figures. The rates quoted shall be valid for 120 days from the date of opening of Technical bid for the acceptance.
- 16) In case of any discrepancy, the rates quoted in words shall be treated as final. Any corrections made in the prices shall be authenticated with signatures at all places.

The Tenderer shall have to submit the Schedule of Rates Performa duly filled in, failing which their Price bid will not be acceptable.

- 17) The tenderer shall quote single rate against each item and not the multiple rates in the Schedule of Rates. Any tender with the multiple rates quoted will be summarily rejected. Price should be quoted strictly as per the Performa enclosed for Schedule of Rates.
- 18) National Fertilizers Limited reserves the right to reject any or all tenders without assigning any reason whatsoever and are not bound to accept the lowest tender. The tender can be split between two or more tenderer without assigning any reason thereof as per the requirement on case to case basis.
- 19) Incomplete Tenders or Tenders not accompanied with the required Details / Documents / Tender fee/ EMD/BSD or Tenders received late would be liable to be rejected without any further reference whatsoever.

20) Submission of Tenders:

i) No oral, telephonic, fax or telegraphic tenders or modification thereof will be entertained.

ii) Tender documents should be submitted along with duly filled in all Annexures.

iii) The tender will be divided in three parts:\

- a) Earnest money/BSD
- b) Technical and commercial bid
- c) Price bid

The above three parts should be enclosed and SEALED SEPARATELY IN THREE ENVELOPES as follows and all the three envelopes shall be super scribed with

- i) Name of Work
- ii) Tender No. and date.
- iii) Date of Opening of Tender
- iv) Name and complete address of the tenderer and
- v) All the said three envelopes should be submitted in one sealed cover by the tenderer super- scribing above stated (i) to (iv) particulars.

Envelop No. 1:

Will contain Bid security deduction form & tender fee amount specified in NIT in the form of DD/ Banker's cheque in favour of NFL (respective Unit/CO/Office), Payable at (respective unit/CO/ Office). This envelope should be super scribed "Bid Security Form" & tenders. If the party is seeking exemption of EMD under MSMED Act, it is required to submit the requisite documents showing eligibility in this envelop.

Envelop No. 2:

Second sealed envelope super scribed "TECHNICAL AND COMMERCIAL BID" containing the following documents:

Signed copies of complete tender documents, including Proforma for schedule of quantities WITHOUT prices as enclosed & documents as asked in Para 22 along with.

Tenderer should sign each copy of these documents in token of acceptance of our terms and conditions.

Envelop No. 3:

Third sealed envelope super scribed, "PRICE BID - DO NOT OPEN" (in RED ink). This envelope should only contain the 'Schedule of Quantities & Rates'/ 'Price Bid' with prices given in respective columns against each item, as enclosed herein, duly completed and signed & stamped on each page by the tenderer.

- a) The price bid should be submitted clearly inscribing the name of the tenderer in the prescribed Proforma.

All the above three envelopes should be placed and submitted in a single envelope superscribed as "NFL/ PT/ HR/ TPT/ Canter/CISF/2024-26 Dated: 20-04-2024"  
Date of Opening of the tender ---/---/2024.

21) Opening of Tender:

The Tender shall be opened as under:

Envelope No. 1:

Super scribed 'Bid Security Deduction Form and Tender fee' containing BSD Form & tender fees shall be opened first on the Scheduled Date & Time of opening of tenders in the presence of the Tenderers or their representative, who wish to be present at the time of Tender Opening.

Envelope No. 2:

Super scribed 'Technical Bid' will then be opened and discussion would be carried out with the respective Tenderers for clarifications, if any.

Envelope No. 3:

Super scribed 'Price Bid' will be opened if technical bid and EMD found in order on the same day or at a later date, which shall be intimated to the Tenderers.

22) The following documents have to be submitted with the offer in the envelope No. 2, failing which the tender will be liable for rejection:

- (i) In case the parties are pre- qualified;
  - a) Declaration Forms I, II & III (Annexure-II, III & IV)
  - b) An Affidavit as per Annexure-VI on Non-Judicial Stamp paper of appropriate value.
  - c) Notarized/Certified copy Power of Attorney/Authorisation in name of person who has signed the tender documents/bid (in case of Partnership Firm/Company or otherwise as the case may be.
- (ii) In case parties are not prequalified, their offer will be considered as per eligibility criteria mentioned in the NIT/Tender. Tenderer shall submit along with the tenders full particulars of their capacity, experience giving the list of similar jobs carried out by them during the last seven years, the complete address or organization for which

such works have been executed and also substantiate their claims furnishing the copy of their credentials as per NIT. In the absence of these documents tender will not be considered

- 23) NFL reserves its right to open the Price bids of only such tenderers who are found to be meeting the eligibility criteria based on the documents submitted by him/them in the Technical bids.
- 24) Evaluation of offer shall be on overall L-1 basis.
- 25) All pages shall be initialed at the lower right hand corner and signed wherever required in the tender papers by the tenderers or by a person holding power of attorney/ authorization authorizing him to sign on behalf of the tenderer before submission of tender. All corrections and alterations in the entries of tender paper will be signed in full by the tenderer with date. No eraser or overwriting is permissible.
- 26) No condition or deviation should be mentioned by tenderer in Price Bid. Price Bids with any condition or deviation shall liable to be rejected.
- 27) The prospective tenderer having any common Partner / Director / Managing Director 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.
- 28) While submitting the offer, bidders may ensure that tender documents /offer have been signed by authorized signatory of the company. Subsequent withdrawal of offer / non-acceptance of orders placed based on the offer submitted by them will not be entertained on the ground that the offer was not signed by the authorized person.
- 29) One person will be allowed to represent only one company during discussion/negotiation with NFL. If same person is representing different companies with authorization letter from more than one company, such person will be allowed to represent only the first company called for negotiations.
- 30) NFL reserves the right to postpone the tender opening date and / or time and will intimate all the tenderers well in time, of such postponement along with notice of revised opening date and time.
- 31) In case, due to some unforeseen circumstances, the date of receiving/opening of the tender happen to be a holiday/closed day, the tender will be received /opened on the next working day.
- 32) More than one quotation in a single sealed envelope will not be considered. Not more than one tender shall be submitted by a tenderer or by a firm of tenderers. Further, more than one bid shall also include two or more bidders having common power of attorney holder .No two or more concerns in which an individual is interested as a proprietor and / or a partner shall tender for the execution of the same works. If they do so, all such tenders shall be liable to be rejected.
- 33) The tender is non-transferable. Unsigned tenders shall be out-rightly rejected.

- 34) NFL further reserves its right to accept / reject any / all tenders in whole or in part without assigning any reason thereof. Conditional tenders are liable to be rejected.
- 35) NFL shall not be responsible for delay, loss or non-receipt of tender document sent by post.
- 36) The personnel of the contractor shall not enter into any unlawful activity within the premises of NFL and have a good character.
- 37) In case the tender is received in open condition, then the entire risk for loss of confidentiality shall be with the party. NFL shall not be responsible on this account whatsoever.
- 38) The contractor shall not appoint any sub company / agency to carry out any obligation under the contract without prior written permission from NFL. If at any time such a discrepancy is detected, the contract shall stand terminated without any notice and the security deposit shall be forfeited.
- 39) The offers received after scheduled date and time of submitting the offer would be out rightly rejected.
- 40) If the tenderer(s) expire(s) after the submission of his / their tender or after the acceptance of his / their offer, NFL shall deem such tender cancelled. If a partner of a firm expires after the submission of their tender or after the acceptance of their tender, NFL shall deem such tender as cancelled, unless the firm retains its character.
- 41) NFL will have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued will form part of original invitation to tender.
- 42) 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.
- 43) Any revision, clarification, corrigendum, time extension, etc. to this Tender Document will be hosted on the above mentioned website(s) only. Bidders are requested to visit the website regularly to keep themselves updated.
- 44) Throughout the Tender Documents, the terms 'Bid', 'Tender' & 'Offer' and their derivatives [Bidder/Tenderer, Bid/Tender/Offer etc.] are synonymous.
- 45) "Bidder shall not be affiliated with a firm or entity:
  - (a) That has provided consulting services related to the work to the NFL during the preparatory stages of the work or of the project of which the works/services Forms a part of.

OR

- (b) That has been hired (proposed to be hired) by the NFL as an Engineer/ Consultant for the contract."

- 46) Eligibility of any bidder from a country which shares a land border with India shall be dealt in accordance with the provisions mentioned in Annexure-XII.
- 47) The Bidder shall submit Power of Attorney/ Authorization in favour of the authorized signatory(s) of the Bid. In case of partnership firm, one or more of the partners of the firm or any other person (s) shall be designated as the authorized person (s) on behalf of the firm, who will be authorized by all the partners to act on behalf of the firm through a "Power of Attorney", specially authorizing him/them to submit & sign the tender, sign the agreement, receive payment, witness measurements, sign measurement books, make correspondences, compromise / settle / relinquish any claim (s) preferred by the firm, sign "No Claim Certificate", refer all or any dispute to arbitration and to take similar such action in respect of the said tender / contract. In case of Company, Notarized/Certified copy of Authorization/Power of Attorney (backed by the resolution of Board of Directors) in favour of the individual to sign the tender on behalf of the company and create liability against the company should be submitted. Such "Power of Attorney" should be stamped and authenticated by a Notary Public or by Magistrate and submitted along with the tender."
- 48) In case there is any change in status of the declaration prior to award of contract, the same has to be promptly informed to NFL by the bidder. It shall be the sole responsibility of the bidder to inform about their status on due date of submission of bid and during the course of finalization of the tender. Concealment of the facts shall tantamount to misrepresentation of facts and shall lead to action against such Bidders.
- 49) NFL reserves the right to verify all statements, information and documents submitted by the bidder in his tender offer, and the bidder shall, when so required by NFL, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by NFL shall not relieve the bidder of its obligations or liabilities hereunder nor will it affect any rights of NFL thereunder."
- 50) This letter/instructions shall form part of the contract document and shall be signed and returned along with the tender documents.
- 51) The Tender shall be addressed to DGM/Chief Manager(HR),National Fertilizers Limited, Gohana Road, Panipat.

Thanking you,

Yours Sincerely,  
For & on behalf of National Fertilizers Limited

**(Vipul Agarwal)**  
**CM (HR)**

**DECLARARTION FORM-I**  
(To be submitted in Envelope No. II)

Ref.No. NFL/ PT/ HR/ TPT/ Canter /2024-26

Dated: 20-04-2024

To,  
Issuing Authority  
National Fertilizers Ltd. Panipat Unit

Subject **Hiring of Canter Tata 407 on round the clock basis for CISF duty in NFL Panipat (2022 or later model) for a period of two years.**

I/We \_\_\_\_\_ have read the conditions of tender attached hereto and agree to abide by such conditions. I/We offer to do the job of **"Hiring of Canter Tata 407 on round the clock basis for CISF duty in NFL Panipat (2022 or later model) for a period of two years.**

"work at the rates quoted in the attached Schedule of Rates and in accordance with the specifications, standards and instructions in writing of the Engineer-in-charge of M/s. National Fertilizers Limited and hereby bind myself/ourselves to complete the work schedule and progress of work. I/We further agree to abide by the conditions of contract and to carry out all work within the specified time in accordance with specifications of materials and workmanship and instructions referred to in the Notice Inviting Tenders.

I / We agree to accept payment by ECS/EFT from your Bank. Details of my/our Bank A/c No. are as under:

Bank A/c No.

Type Account (Current A/c or Saving A/c)

Name of the Bank

Address of the Bank &amp; Branch Branch Code:

IFSC Code

In case of acceptance of the tender by National Fertilizers Limited, I/We bind myself/ourselves to execute the contract as per the conditions mentioned in the tender documents, failing which, I/We shall have no objection or claim to the forfeiture of the Earnest Money deposited with National Fertilizers Limited, Panipat Unit/CO.

Thanking you

Yours faithfully

For M/s \_\_\_\_\_  
(Signature of Contractor/Tenderer with SEAL)  
Address: \_\_\_\_\_



**DECLARATION FORM-II**  
(To be kept in Envelope No. II)

The following declaration to be signed by Tenderer / Contractor and to be submitted along with required documents which would be duly self- certified:

Sr.No.	DESCRIPTION			
1	If a Tenderer has relation(s) whether by blood or otherwise with any of employee(s) of NFL (Owner), the Tenderer must disclose the relation at the time of submission of Tender. NFL shall reserve the right to reject the Tender or rescind the Contract, if such information is found incorrect.	<b>YES / NO (If Yes, give the following details)</b>		
		<b>Name &amp; Design. Of the Employee</b>	<b>Place of Posting</b>	<b>Relation with the Employee</b>
2	<b>P.F. Registration No.</b> of the firm / company to be indicated <b>along with Documentary proof</b> thereof.			
3	<b>PAN No.</b> (Permanent Account Number) of the firm / company issued by Income Tax Deptt. <b>along with Documentary Proof</b> thereof.			
4	<b>GST Registration No.</b> of the firm / company issued by GST authorities <b>along with Documentary Proof</b> thereof.			
5	<b>ESI Registration No.</b> issued by ESI Authorities <b>along with documentary proof</b> thereof.			
6	<b>MSME Registration</b> If the firm is registered as Micro/Small/Medium Enterprises as per MSMED Act, 2006, the same may be confirmed by the tenderer and submit a photocopy (Self certified) of the registration certificate of relevant services, in support thereof. Otherwise it will be construed that the firm is not registered as per MSMED Act, 2006.	<b>Yes / No</b> (If Yes, a Self certified copy of registration certificate to be submitted)  <b>Mention the category i.e.</b> Micro/Small/Medium		
7	Type of Firm to be specified ( <b>Proprietor / Partnership / Limited Co. etc.</b> )			
8	Name of the Firm			
9	Address of the Firm			
10	<b>Contact Details:</b> a) Name of the Person: b) Mobile number / Landline Number c) Email	<b>Contact Details:</b> a) b) c)		
	Power of Attorney/authorization for submission of tender document, as applicable Submitted	<b>Yes / No</b>		
	Tender cost amount, DD Number and Date			
13	EMD amount, DD Number and Date			

**Note: Please attach separate sheets for the details, wherever necessary.**

**Signature of the Contractor/ Tenderer with SEAL**

Place: \_\_\_\_\_

Dated: \_\_\_\_\_

**DECLARATION FORM-III**  
**(To be kept in Envelope No. II)**

To,  
Issuing Authority  
National Fertilizers Ltd.  
Panipat Unit

**Subject: Hiring of Canter Tata 407 on round the clock basis for CISF duty in NFL Panipat (2022 or later model) for a period of two years.**

Dear Sir,

<b>1</b>	<b><u>UNDERTAKING</u></b> a) I/We hereby confirm that Commercial Bid i.e. Price Bid is strictly as per Schedule of Quantities (Description/ Unit/Quantity of Items), Terms & Conditions and is also Un-conditional, including rebates offered. I/We shall have no objection for rejection of the offer, if found conditional. b) All the pages of NIT and GTC issued to us have been signed for its validity in token of its acceptance by us. c) It is confirmed that all the columns in the Price Bid, submitted in the Envelope-III, have been duly filled. d) I/We agree to evaluation of price bids and loading of GST under the terms of the NIT.
<b>2</b>	<b><u>ACCEPTANCE OF TENDER CONDITIONS</u></b> I/We have personally read and gone through the scope of work, General Terms and Conditions of Contract (G.T.C.) and Special Terms and Conditions of NIT for the subject work, and I/we accept all the terms & conditions as mentioned in the G.T.C & NIT without any reservation and shall abide by the same.
<b>3</b>	<b><u>FOR DOWNLOADING THE TENDER DOCUMENT FROM WEBSITE</u></b> With reference to your NIT No. _____ dated _____ and the tender documents displayed on your web site, we hereby submit our tender for the subject work. Since we have not purchased the tender document from your office and the tender documents have been down-loaded by us from NFL website, we are hereby enclosing a demand draft No. _____ dated _____ of _____ (Bank) amounting to <b>Rs. _____ (Rupees _____ only)</b> , in favour of National Fertilizers Limited, payable at ----- towards the cost of tender documents.
<b>4</b>	<b><u>Labour License (If applicable)</u></b> The contractor shall obtain Labour Licence, wherever applicable, from the appropriate Licensing Authorities i.e. Central/State Government under the Contract Labour (R&A) Act, 1970 & Contract Labour (R&A) Central Rules, 1971 and submit a copy of the same to NFL, ----- before start of execution of contract work. Accordingly we hereby give undertaking that: "As per provisions made under the Central Labour (R&A) Act 1970 & Contract Labour (R&A) Central Rules, 1971, we would obtain Labour License for the aforesaid job of _____ from the appropriate Licensing Authorities i.e. Central/State Government, as applicable from time to time, and submit a copy of the same to NFL, Panipat before start of execution of contract work".
<b>5</b>	I/We declare that the information and documents submitted along with the tender by me/us are correct and I/we are fully responsible for the correctness of the information and documents, submitted by us. It is further certified that I/We will not get myself/ourselves registered under more than one name

..... कारपोरेट कार्यालय: ए-11, सेक्टर 24, नौयडा, गौतम बुद्ध नगर, उत्तर प्रदेश पिन 201 301 ☎: 0120-2412294, 2412445 एवं 3092201 से 08, फॅक्स 2412397 CORPORATE OFFICE : A-11, SECTOR 24, NOIDA, GAUTAM BUDH NAGAR (UP) - 201 301, ☎: 0120-2412294, 2412445 & 309221 to 08, FAX : 2412397 रजि. कार्यालय: स्कोपकॉम्प्लेक्स, कोर-III, 7, इंस्टीट्यूशनल एरिया, लोधी रोड, नई दिल्ली- 110 003, ☎: 011-24360066, फॅक्स 24361553, सीआईएन: L74899DL1974GO1007417 REGD. OFFICE : SCOPE COMPLEX, CORE-III, 7 INSTITUTIONAL AREA,

LODHI ROAD, NEW DELHI - 110 003, ☎: 011-24360066, FAX: 24361553, CIN: L74899DL1974GO1007417

6	I/We understand that in case of any information submitted by me/us is found to be false, forged or incorrect at any time during process for evaluation of tenders, it shall lead to forfeiture of the tender Earnest Money Deposit besides banning of business as per rules of NFL
7	I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business as per rules of NFL.

Thanking you

Yours faithfully  
For & on behalf of Tenderer/Contractor

**Signature of the Contractor/ Tenderer  
with SEAL**

Place: \_\_\_\_\_  
Dated: \_\_\_\_\_

**REGISTRATION OF GST NUMBER**

Requirement of GST Number:

The bidders are required to obtain the valid GST No., if applicable, as per laid down provisions under GST Act and submit a copy there of as a documentary evidence. Further in case the registration is not applicable under GST Act the same may be confirmed and following undertaking may be given by bidder

**UNDERTAKING**

Whether Registration certificate obtained: Yes/No (tick whichever is applicable)

- a) In case Yes, copy of valid certificate enclosed.
- b) In case No, It is confirmed that registration under GST Act is not applicable.
- c) In case registration under GST Act becomes applicable during the currency of contract, same shall be obtained and copy of valid GST No. shall be submitted to the NFL.

(Signature & stamp of bidder)

(To be kept in Envelope No. II)

(An Affidavit in original on Non-judicial Stamp Paper of appropriate value attested by  
Notary)**AFFIDAVIT**

With reference to NIT No. \_\_\_\_\_  
 Dt. \_\_\_\_\_ of National Fertilizers Ltd., Panipat for the work of  
 \_\_\_\_\_ I, \_\_\_\_\_ S/o  
 Sh. \_\_\_\_\_ R/o \_\_\_\_\_ do hereby  
 solemnly affirm and declare as Proprietor / Partner / Authorized signatory of the firm  
 on behalf of M/s \_\_\_\_\_ as under :

- i) That my/our firm/sister concern/their associates etc. has not been black listed, debarred, de-listed or put on holiday by any Institutional Agency / Government Department / Public Sector Undertaking for participating in the Tender, in last 3 years.
- ii) No other Firm / Sister Concerns / Associates belonging to the same group are participating / submitting the Tender for this job.
- iii) That information furnished by me / us in respect of the above tender is true and correct and nothing has been concealed. In case any of the information is found to be false and /or incorrect at any stage, NFL shall be at liberty to take the necessary action as deemed fit.

DEPONENT

Dated: \_\_\_\_\_

**VERIFICATION**

It is certified that the above contents / facts are correct and true to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

Place \_\_\_\_\_

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

## ELIGIBILITY CRITERIA

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.

### Techno-Commercial Criteria

Sr. No	Eligibility Criteria	Supporting Documents Required
1	<p>a) The bidder shall submit the status (i.e. Name and complete Address) of the firm/company along with its constitution such as Sole Proprietorship /Partnership Firm or Limited /Private Company, Year of Establishment Place of Business, etc. and</p> <p>b) Affidavit as per Annexure-VI on Non-judicial paper in original and Power of Attorney / Authorization.(As per NIT Annex-1 clause no 25 and 47)</p>	<p>☑ In case of sole proprietorship, the bidder shall submit affidavit on Non-Judicial stamp paper of appropriate value in original, duly attested by notary regarding status / style of the business entity as per Annexure-XI</p> <p>☑ Partnership firm shall submit a copy of Partnership Deed attested by notary</p> <p>☑ Company shall submit a notarized / certified copy of Certificate of Registration / Incorporation and a copy of Articles of Association and Memorandum of Association</p> <p>☑ Registered Society &amp; Registered Trust shall submit certified copy of the Certificate of Registration and Deed of Formation/MOA.</p> <p>☑ Affidavit in original</p> <p>☑ The bidder shall submit Notarized/ Certified copy of Power of Attorney on Non-Judicial stamp paper of appropriate value duly attested by Notary /Magistrate in case of Sole Proprietor/Partnership Firm/ Company or Authorization (backed by Board Resolution) in case of a Company in favour of a person who has signed the tender documents on behalf of tenderer / Firm / Company</p>
2	<p>a) The bidder should have valid Permanent Account Number (PAN), GST Registration No., PF Registration No. and ESI Registration No.</p>	<p>The bidder shall submit Declaration I, II &amp; III with self-attested copy of Related documents wherever required like</p> <p>i) PAN Card.</p>

	b) Declaration / Disclosure regarding any relation(s) with employees of NFL, Downloading of tender forms from NFL website etc.	ii) GST registration certificate iii) P.F Registration No. issued by PF Authorities. iv) ESI Registration No. issued by ESI Authorities, etc
<b>3</b>	<p>The bidder should have successfully completed “Similar Works” with performance and completion certificate, during the last seven years ending last day of previous month in which NIT has been issued.</p> <p>Definition of “SIMILAR WORK” Similar works means have providing TAXIES/BUS/AMBULANCE/CANTER to any Establishment.</p> <p><b>Note:- “Relevant experience is to be taken for a period of one year. If contract period of the completed work order is more than one year, then the executed value of contract shall be considered on pro-rate basis”.</b></p>	<p>The bidder shall submit a copy of Purchase/Work Orders + Completion Certificate from the suppliers/contractor for at least one of the following</p> <p>a) Three similar completed works each costing not less than amount of Rs.6.35 lakh(including GST) OR b) Two similar completed works each costing not less than amount of Rs.7.94 lakh(including GST) with performance completion certificate. OR c) One similar completed work costing not less than Amount of Rs.12.70 lakh (including GST) with performance completion certificate.</p> <p>Copies of Work orders in support of the above with full technical scope of work &amp; commercial details including work order value along with the completion certificate from the concern organization regarding the satisfactory performance indicating the contract period, executed value and date of completion.</p>
<b>4</b>	Average Annual financial turnover of the bidder during the last 3 years ending 31st March of the previous financial year should be at least Rs.4.76 lakhs.	Bidder shall submit self-attested copies of Audited Balance Sheet and Profit & Loss A/c authenticated with UDIN for the last three financial years ending on 31st March of the previous financial year. (i.e. FY 2020-21, 2021-22 & 2022-23). In case the bidder do not fall under the ambit of statutory audit, and do not have audited annual reports / audited Balance Sheets and Profit & Loss Statements, shall submit a statement certified by Statutory Auditor / practicing Chartered Accountant authenticated with UDIN as documentary evidence in support thereof

**NOTE :**

1. In case of newly formed partnership firm, the credentials of individual partners from previous propriety firm(s) or dissolved previous partnership firm(s) or split previous partnership firm(s), shall be considered only to the extent of their share in previous entity on the date of dissolution / split and their share in newly formed partnership firm. For example, a partner A had 30% share in previous entity and his share in present partnership firm is 20%. In the present tender under consideration, the credentials of partner A will be considered to the extent of  $0.3 \times 0.2$  value of the work done in the previous entity. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No. (s) in case of dissolution of partnership firm(s) etc.

2. In case of existing partnership firm, if any one or more partners quit the partnership firm, the credentials of remaining partnership firm shall be re-worked out i.e., the quitting partner(s) shall take away his credentials to the extent of his share on the date of quitting the partnership firm (e.g. in a partnership firm of partners A, B & C having share 30%, 30% & 40% respectively and credentials of Rs 10 crore; in case partner C quits the firm, the credentials of this partnership firm shall remain as Rs 6 crore). For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deed(s), dissolution deed(s) and proof of surrender of PAN No.(s) in case of dissolution of partnership firm(s) etc.

3. In case of existing partnership firm if any other partner(s) joins the firm, the credentials of partnership firm shall get enhanced to the extent of credentials of newly added partner(s). On the same principles as mentioned in item 1 above. For this purpose, the tenderer shall submit along with his bid all the relevant documents which include copy of previous partnership deeds, dissolution/splitting deeds and proof of surrender of PAN No.(s) in case of dissolution of partnership firm etc.

4. Any partner in a partnership firm cannot use or claim his credentials in any other firm without leaving the partnership firm i.e., In a partnership firm of A&B partners, A or B partner cannot use credentials of partnership firm of A&B partners in any other partnership firm or propriety firm without leaving partnership firm of A&B partners.

5. In case a partner in a partnership firm is replaced due to succession as per succession law, the proportion of credentials of the previous partner will be passed on to the successor.

6. If the percentage share among partners of a partnership firm is changed, but the partners remain the same, the credentials of the firm before such modification in the share will continue to be considered for the firm as it is without any change in their value. Further, in case a partner of partnership firm retires without taking away any credentials from the firm, the credentials of partnership firm shall remain the same as it is without any change in their value.



7. In a partnership firm "AB" of A&B partners, in case A also works as propriety firm "P" or partner in some other partnership firm "AX", credentials of A in propriety firm "P" or in other partnership firm "AX" earned after the date of becoming a partner of the firm AB shall not be added in partnership firm AB.

8. In case company A is merged with company B, then company B would get the credentials of company A also."

**Signature of theTenderer/Contractor with Seal**