DECLARARTION FORM-I

(To be submitted in Envelope No. II)

Ref. No NFL/PT/HR/MEDICAL/2024-26	Dated : 10-06-2024
To,	

Issuing Authority National Fertilizers Ltd. Panipat Unit Subject: Tender for "Providing assistance in medical treatment in NFL Hospital and Occupational Health Centre (OHC) by High Skilled & Semi Skilled workers at NFL Panipat Unit for the year 2024-26" have read the conditions of tender attached hereto and agree to abide by such conditions. I/We offer to do the job of "Providing assistance in medical treatment in NFL Hospital and Occupational Health Centre(OHC) by High Skilled & Semi Skilled workers at NFL Panipat Unit for the year 2024-26" 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 & 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. Thanking you Yours faithfully For M/s ___

> (Signature of Contractor/Tenderer with SEAL) Address:

<u>DECLARATION FORM-II</u> (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.	YES / following det Name & Design. Of the Employee	NO(If Yes, ails) Place of Posting	give the Relation with the Employee
2	P.F. Registration No. of the firm / company to be indicated along with Documentary proof thereof.			
3	<u>PAN No.</u> (Permanent Account Number) of the firm / company issued by Income Tax Deptt. along with Documentary Proof thereof.			
4	GST Registration No. of the firm / company issued by GST authorities along with Documentary Proof thereof.			
5	<u>ESI Registration No.</u> issued by ESI Authorities along with documentary proof thereof.			
6	MSME Registration 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.	registra Mer	Yes / No , a Self certification certification submitted ntion the cate	ed copy of te to be) egory i.e.
7	Type of Firm to be specified (Proprietor / Partnership / Limited Co. etc.)			
8	Name of the Firm			
9	Address of the Firm			
10	Contact Details: a) Name of the Person: b) Mobile number / Landline Number c) Email	Contact Deta a) b) c)	ils:	
11	Power of Attorney/authorization for submission of tender document, as applicable Submitted		Yes / No	
12	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	of the (Contractor/	Tenderer	with SFA
Oldilatale t	'I LIIC '	oonili actor	ICHACICI	WILLI OLA

Place: _	 		_
Dated:			

NIT Dated: 10-06-2024

<u>DECLARATION FORM-III</u> (To be kept in Envelope No. II)

To, Issuing Authority National Fertilizers Ltd. Panipat Unit

Tender No. NFL/PT/HR/MEDICAL/2024-26

Subject: Tender for "Providing assistance in medical treatment in NFL Hospital and Occupational Health Centre (OHC) by High Skilled & Semi Skilled workers at NFL Panipat Unit for the year 2024-26"

Dear Sir,

1	UNDERTAKING
	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.
2	ACCEPTANCE OF TENDER CONDITIONS
	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.
3	FOR DOWNLOADING THE TENDER DOCUMENT FROM WEBSITE
	With reference to your NIT Nodated 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 Rs.
	(Rupees only), in favour of National
	Fertilizers Limited, payable at panipat towards the cost of tender documents.
4	<u>Labour License(If applicable)</u>
	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
1	from time to time, and submit a copy of the same to NFL, Panipat before start
	of execution of contract work".
5	I/We declare that the information and documents submitted along with the
1	tender by me/us are correct and I/we are fully responsible for the correctness
1	of the information and documents, submitted by us. It is further certified that
I	I/We will not get myself/ourselves registered under more than one name

	,
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.
Thanki	ng 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.
With reference to NIT No Dt Dt. of National Fertilizers Ltd., Panipat for the work of I. S/o
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.
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:

EVALUATION CRITERIA

- The contract shall be awarded on Composite L 1 basis. However, in case, it is found that L-1 tenderer has quoted non-workable rates for one / more items due to which they become L-1, NFL reserves the right to reject such tender. This condition shall be applicable on next lowest tender (s) also.
- 2. If the tenderer does not quote rate of any item, it may be noted that for evaluation purposes the same shall be taken based on the highest rate quoted by the other tenderers. However, order shall be placed for the same item based on the lowest rate quoted by the other tenderers. In that case, the party shall have to execute that item(s), failing which action shall be taken as per terms & conditions of the contract.
- 3. Tenderer are required to quote their rates of the respective item of work as per the "UNIT" of Item mentioned in the Schedule of Quantities. If it is found that the contractor has quoted his rates against a particular item(s) by changing the "UNIT", the such quoted rates of the contractor with the changed "UNIT" shall be ignored and treated as UNQUOTED RATE against that particular Item(s)and the tender shall be evaluated as Para 2 above.
- 4. The revised bids on due date of opening of the tenders, as per NIT, shall not be entertained. Where for any reason the due date and / or time of opening the tender is extended, intimation regarding revised tender opening date and time shall be given / displayed on the website, In case any of the parties, who have submitted offer earlier, submits revised offer, within extended period, their revised offer only will be considered for opening. However where techno-commercial negotiations are conducted with all the bidders to clarify the deviations vis-à-vis tender specifications/ requirements, which lead to changes in terms / conditions and / or technical specifications, the bidders shall be given a fair chance to revise their price bids accordingly.
 - "However revision in prices, if any, may be through Add-on / reduction on account of change in terms / conditions and / or technical specifications w.r.t original price bid submitted by all the eligible bidders before opening price bid. While evaluating the offers, the impact of add-on / reduction on the original price bid should be considered and no fresh revised price bid should be sought from bidders against the same tender".
- 5. 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 bidder/tenderer emerges as a lowest evaluated bidder/tenderer, the rebate so offered is to be taken into account for placement of order.
- 6. The rates should be quoted in words and figures. If some discrepancies are found between the rates given in the words and figures or the amount shown in the tender, the following procedure shall be followed:
 - a. When there is difference between the rates in figures and words, the rates which correspond to the amount worked out by the tenderer shall be taken as correct.
 - b. When the rates quoted by the tenderer in figures and words, tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.
 - c. When it is not possible to ascertain the correct rate in the manner prescribed above, the rate as quoted in words shall be adopted.

Annexure-XI

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

Ι, _	S/o Sh resident o
	do hereby
so	emnly 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 a 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.
٠, ١	DEPONENT
۷E	RIFICATION
	rified that the above contents of my affidavit are true and correct to the best of my owledge and belief and nothing has been concealed therein.
	DEPONENT
Pla	ace:
Da	te:

PROCUREMENT FROM A BIDDER WHICH SHARES A LAND BORDER WITH INDIA

- 1. Order (Public Procurement No. 1) dated 23.07.2020, Order (Public Procurement No. 2) dated 23.07.2020 and Order (Public Procurement No. 3) dated 24.07.2020, Department of Expenditure, Ministry of Finance, Govt. of India refers. The same are available at website https://doe.gov.in/procurement-policy-divisions.
- 2. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. For details of competent authority refer to Annexure I of Order (Public Procurement No.
- 1) dated 23.07.2020. Further the above will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs, Govt. of India.
- 3. "Bidder" (including the term 'tenderer', 'consultant' 'vendor' or 'service provider' in certain contexts) for purpose of this provision means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.
- 4. "Bidder from a country which shares a land border with India" for the purpose of this:
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- 5. "Beneficial owner" for the purpose of above (4) will be as under:
- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means.

Explanation—

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty-five per cent of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint the majority of the directors or to control

the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

- ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership
- 6. "Agent" for the purpose of this Order is a person employed to do any act for another, or to represent another in dealings with third persons.

7. SUBMISSION OF CERTIFICATE IN BIDS:

Bidder shall submit a certificate in this regard as **Form-I**. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate rejection of the bid/termination and further action as per— Procedure for Action in case of Corrupt/Fraudulent/ Collusive / Coercive Practices of tender document.

- 8. The registration, wherever applicable, should be valid at the time of submission of bids and at the time of acceptance of bids. In respect of supply otherwise than by tender, registration should be valid at the time of placement of order. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.
- 9. PROVISION FOR WORKS CONTRACTS, INCLUDING TURNKEY CONTRACTS: The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such Contractor is registered with the Competent Authority. The definition of "contractor from a country which shares a land border with India" shall be as in Para 4 herein above. A Certificate to this regard is to be submitted by bidder is placed at **Form-II**

Form-I

UNDERTAKING ON LETTER HEAD

То,	
M/s NATIONAL FERTILIZERS LIMITED	
PANIPAT UNIT	
SUB:	
TENDER NO:NFL/PT/HR/MEDICAL/2024-26	NIT Dated: 10-06-2024
Dear Sir,	
	sions for Procurement from a Bidder which adia, we certify that, bidder M/s_
(i) Not from such a country []	
(ii) If from such a country, has been registere	ed [] with the Competent Authority.
(Evidence of valid registration by the Competick appropriate option (☑ or X) above).	tent Authority shall be attached) (Bidder is to
We hereby certify that bidder M/srequirements in this regard and is eligible to be	(Name of Bidder) fulfils all be considered against the tender.
Place: Date:	[Signature of Authorized Signatory of Bidder]
	Name:
	Designation:
	Seal:

Form-II

CERTIFICATE FOR TENDERS FOR WORKS INVOLVING POSSIBILITY OF SUBCONTRACTING

To,	
M/s NATIONAL FERTILIZERS LIMITED PANIPAT UNIT	
SUB: TENDER NO:NFL/PT/HR/MEDICAL/	2024-26 NIT Dated: 10-06-2024
Dear Sir,	
which shares a land border with India and o	ons for Procurement from a Bidder of a country on sub-contracting to contractors from such r M/s (Name of Bidder) is:
(i) not from such a country [] (ii) if from such a country, has been registere	d [] with the Competent Authority.
(Evidence of valid registration by the Comptick appropriate option (☑ or X) above).	etent Authority shall be attached) (Bidder is to
We further certify that bidder M/s contract any work to a contractor from such with the Competent Authority.	- (Name of Bidder) will not sub- countries unless such contractor is registered
We hereby certify that bidder M/srequirements in this regard and is eligible to	(Name of Bidder) fulfils all be considered.
Place: Date:	[Signature of Authorized Signatory of Bidder]
	Name:
	Designation:
	Seal:

SECURITY DEPOSIT-CUM-PERFORMANCE BANK GUARANTEE FORMAT (To be prepared on Stamp paper issued in the name of Bank)

This BANK GUARANTEE No.

Tł	nis BANK GUARANTEE No		made	this	day	of _
	between (he	a	bank inc	orporated	and h	aving
its	registered office at (he	ereinafter cal	led BANK) which exp	pression	shall
ur	iless repugnant to the context or contrary	to the mear	ning there	ot include i	ts succe	essors
	nd assigns on the one part and NATI					
	gistered in India under Companies Act, 19					
	cope Complex, 7, Institutional Area, Lodh					
	ferred to as "Owner") which expression					
CC	entrary to the meaning thereof include its	successors a	ind assign:	s on the oti	ner part.	
W C	HEREAS in pursuance to the agreement ONTRACT) entered into between a Company incorporated	dated National d in	(Fertilize	hereinafter ers Limit (here	called ed inafter	and called
C	ONTRACTOR) which expression ontrary to the meaning thereof include it	shall unless	s repugna	ant to the	e conte	xt or
	as envisaged in the C				subm	it a
Se	ecurity Deposit-cum-Performance Bank	Guarantee	for Rs	·		
G	ONTRACTOR accordingly agrees to full uarantee as hereinafter contained toward ontract.					
N	OW THIS DEED WITNESSES AS FOLLO	NS:				
cu or	ne decision of the Owner as to whether the im-Performance Bank Guarantee have be the BANK. In any case, however the Ba im-Performance Bank Guarantee is limited	een observed .nk's respons	d or not sh sibility und	nall be fina	ıl and bi	nding
1.	In pursuance of the Contract, the Bank of OWNER that the BANK at Owner's disposal and hereby proforthwith at Owner's written notice state obligations under the contract for reason any protest or demur and without records as to whether the amount if land amount or the portion thereof as mentioned.	is omises and sing that the significant significant for which course to conservations.	holding shall be be contracto contractor and for by C	the a bund to pay r has faile is liable id without a bwner or n	mount or y to OW ed to fur and wasking for	of Rs. NER, Ifil its rithout or any
2.	This Security Deposit-cum-Performance period ofmontl dated given by the Bank of Commissioning / certificate accomonths after the issuance or commissioning / erection / complete Performance Bank Guarantee shall become	hs from the to Owner be rding to te for the action certification.	date of the come effections of control of the contr	nis Bank G ective. Up contract or ntioned c	Guarante Don issu Dexpiry Dertificate	e No. uance of e of

3. This Security Deposit-cum-Performance Bank Guarantee shall be in addition to and

shall not affect or be affected by any other security now or hereafter held by Owner on account of money hereby intended to secure and Owner at its discretion and without any further consent from the Bank, and without affecting its rights against the Bank, may compound with, give time or other indulgence to or make any other arrangement with Contractor and nothing done or omitted to be done by Owner in pursuance of any authority or permission contained in this guarantee, shall effect discharge of the liability of the Bank.

4.	UNLESS PREVIOUSLY CANCELLED BY THE OWNER, this Security Deposit-cum-
	Performance Bank Guarantee will remain in force initially up tomonths
	from the effective date of Bank Guarantee Nodatedgiven by
	the Bank to the Owner and subject to provisions of paragraph 2 above will stand
	automatically cancelled on the expiry of the said period. Unless demand or claim
	under this Bank Guarantee is made on Bank in writing within three months from the
	date of expiry of this Bank Guarantee, all the rights of Owner against the Bank
	shall be forfeited and Bank shall be relieved and discharged from all the liabilities
	hereunder.

- 5. Any notice by way of request, demand or otherwise hereunder may be sent by post to the Bank, addressed as aforesaid, and if sent by post, it shall be deemed to have been given at the time when it would be delivered in due course of post, and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate, signed by an officer of the owners, to the effect that the envelope was so posted, shall be conclusive.
- 6. The Security Deposit-cum-Performance Bank Guarantee is to be returned to the Bank after its expiry in terms of Paragraph 4 above.
- 7. This guarantee will not be discharged due to the change in constitution of the Bank or the Contractor(s). Also the guarantee will not be discharged due to change in the constitution or Management of NFL (owner).
- 8. The Bank declares that it has the power to issue this guarantee and the undersigned have full power to do so.

Dated this	day of 202	

(Indicate the name of the Bank with stamp)

Annexure-XXIII

CISF GATE PASS CLEARANCE

Certified that M/s	have deposited gate	passes
issued against work order No.	dated	for
	(Name of the work). All gate	passes
have been deposited by the contractor. Nothin as this work order is concerned.	g is outstanding against this part	y as far

Seal & Signature of the CISF Authority