

NATIONAL SEEDS CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING-MINI RATNA COMPANY)

OFFICE: CENTRAL STATE FARM-JAWALGERA (RAICHUR)-584 143 (Karnataka)

(CIN NO: U 74899 DL 1963 GOI 003913)



E-TENDER

SUPPLY OF CEMENT OPC GRADE-43

TENDER SHOULD BE SUBMITTED IN TWO BIDS SYSTEM ONLINE

ON NSC e-Portal: <http://indiaseeds.enivida.com>

STARTING DATE & TIME FOR RECEIPT OF BIDS : From 10:00 HR. ON 29.08.2022

LAST DATE & TIME FOR RECEIPT OF BIDS. : UP TO 15:00 HR. ON 19.09.2022

DATE & TIME OF OPENING OF BIDS. : AT 15:30 HR ON 19.09.2022



® राष्ट्रीय बीज निगम लिमिटेड भारत

सरकार का उपक्रम -मिनिरल कम्पनी
(CIN : U74899DL1963GOI003913)

Website: www.indiaseeds.com

केंद्रीय राज्य फार्म, जावलगेरा

तहसील: सिंधनूर, जिला: रायचूर

कर्नाटक - 584143

फ़ोन: 08535&201246

ई-मेल : csf.raichur@indiaseeds.com.

csfrcr@gmail.com

GST No.:29AABCN8973F1Z0

NATIONAL SEEDS CORPORATION LTD.

(A Government of India Undertaking)

(CIN :U74899DL1963GOI003913)

Website: www.indiaseeds.com

CENTRAL STATE FARM

JAWALAGERA

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GST No.: 29AABCN8973F1Z0



No. CSF/JWL/7(21-1))/Store (Tech.)/2022-23

Dated: 29.08.2022

TENDER SUMMARY

National Seeds Corporation Limited (NSCL), Central State Farm-Jawalgera, Raichur invites online e- tender under two bid system [Technical Bid & Financial Bid] from reputed manufacturers and suppliers for supply of Cement OPC Grade-43. Details of eligibility criteria, tender schedule and other Terms and Conditions can be viewed and downloaded from <https://indiaseeds.enivida.com> & www.indiaseeds.com

1	Name of material/goods	Supply of Cement OPC Grade-43
2	Quantity	2560 Nos.
3	Location	National Seeds Corporation Limited, Central State Farm-Jawalgera,Sindhanur, Raichur, Karnataka-584143
4	Estimated cost	Rs. 10,00,000/-
5	Earnest money Deposit	Rs. 25000.00/-
6	Cost of tender	Rs. 590.00 (Non-refundable, inclusive of 18% GST)
7	Start date and time of uploading of tender	29.08.2022 10:00 Hrs.
8	Last date and time of submission of tender	19.09.2022 15:00 Hrs.
9	Date and time of opening of tender	19.09.2022 15:30 Hrs.
10	Address of communication	National Seeds Corporation Limited, CSF 2 nd -Camp, Central State Farm Jawalgera, Tq: Sindhnaur, Distt: Raichur, Karnataka-584143 e-mail:- csf.raichur@indiaseeds.com mechanical.csf@gmail.com

Detailed eligibility & other criteria may be viewed from the tender document. Online in the website <https://indiaseeds.enivida.com> The Manufacturers/Suppliers fulfilling the requisite prescribed criteria are required to submit their online proposal by 19.09.2022. NSC reserves the right to modify, expands, restrict, scrap, refloat or cancel the tender at any stage without assigning any reasons. Responses received after the stipulated time period or not in accordance with the specified format will be summarily rejected.

Interested manufacturers/Suppliers fulfilling the above eligibility criteria may submit tender document online on payment of Rs. 590/- (Rupees Five Hundred Ninety only). The tender document will also be available at NSC website www.indiaseeds.com, Any updation or amendment in the tender documents will be done only on <https://indiaseeds.enivida.com>

For any Tender related queries please contact undersigned.

Jr. Engineer (Engg.)

Mob. No.- 8920543184

NATIONAL SEEDS CORPORATION LIMITED

(A GOVT. OF INDIA UNDERTAKING)

CENTRAL STATE FARM

RAICHUR

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PART-A

INSTRUCTIONS TO BIDDER – ONLINE MODE

I. ACCESSING / PURCHASING OF BID DOCUMENTS

The bidders are required to submit soft copies of their bid electronically on the E- nivida Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the E-nivida Portal, prepare their bids in accordance with the requirements and submit their bids online on the E-nivida Portal. For more information, bidders may visit the Portal (<https://indiaseeds.enivida.com>)

1. REGISTRATION PROCESS ON ONLINE PORTAL

- a) Bidders to enroll on the E-nivida module of the portal <https://indiaseeds.enivida.com>. by clicking on the link “Bidder Enrolment”.
- b) The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. This would be used for any communication from the e-nivida Portal.
- c) Bidders to register upon enrolment, with their valid Digital Signature Certificate (Class III Certificates with signing and Encryption key) issued by any Certifying Authority recognized by CCA India with their profile.
- d) 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 DSCs to others which may lead to misuse.
- e) 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.
- f) After registration send mail to Helpdesk: enividahelpdesk@gmail.com for Account activation.
- g) As per portal norms Registration Fee will be applicable.

2. TENDER DOCUMENTS SEARCH

- a) Various built-in options are available in the e-Wizard Portal like Department name, Tender category, Estimated value, Date, other keywords, etc. to search for a tender published on the Online 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 ‘Interested tenders’ folder.
- c) The bidder should make a note of the unique Tender No assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

3. BID PREPARATION

- 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.
- c) 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 needs to be submitted. Any deviations from these may lead to rejection of the bid.

- d) 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/XLSX/PNG, etc. formats.

4. BID SUBMISSION

- a) Bidder to log into the site well in advance for bid submission so that he/she uploads 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 to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- c) Bidders to note that they should necessarily submit their financial bids in the prescribed format given by department and no other format is acceptable.
- d) 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, the opening of bids, etc. The bidders should follow this time during bid submission.
- e) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- f) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- g) Upon the successful and timely submission of bids, 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.
- h) The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.
- i) As per portal norms Tender Processing Fee will be applicable.

5. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, the department reserve the right to add/modify/delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

6. ADDITIONAL INSTRUCTIONS FOR VENDORS

- a) Bidders/Vendors/Suppliers/Contractors must get themselves registered on the portal for participating in the e-tenders published on <https://indiaseeds.enivida.com> by paying the charges of Rs. 2360/- (Inclusive taxes) per year.
- b) Bidders must provide the details of PAN number, registration details etc as applicable and submit the related documents. The user id will be activated only after submission of complete details. The activation process will take minimum 24 working hour's enividahelpdesk@gmail.com
- c) Bidders must have a valid email id and mobile number.
- d) Bidders are required to obtain Class 3 Digital Certificates (Signing & Encryption) as per their company details
- e) Once bidder DSC is mapped with the user id, the same DSC must not be used for another user id on the same portal. However bidder can update the digital certificate to another user id after unmapping it from the exiting user id.

- f) Bidders now can login with the activated user Id & DSC for online tender submission process in this portal.
- g) Bidders can upload required documents for the tender well in advance under My Documents and these documents can be attached to the tender during tender participation as per the tender requirements. This will save the bid submission duration/time period and reduce upload time of bid documents
- h) Bidders must go through the downloaded tender documents and prepare and upload bid documents as per the requirements of the department.
- i) Once the bidders have selected the tenders they are interested in, Bidders will pay the processing fee Rs. 550/- per tender (NOT REFUNDABLE) as per portal norms by online mode on net-banking / Debit / Credit card then Bidder may download the Bid documents etc. Once Bidders will pay both fee tenders status will be shown "form received". This would enable the e-tender Portal to intimate the bidders through e-mail in case there is any corrigendum issued to the tender document.
- j) Bidders are advised to read complete BoQ/SoQ/Price Bid/Financial Bid and Terms & Conditions before quoting rates in the bid document.
- k) Any modification/replacement in BoQ/SoQ/Price Bid/Financial bid template is not allowed. Bidders must quote only in predefined fields in the bid sheet and save the bid sheet. After saving, the same bid sheet must be uploaded in the portal.
- l) Bidders must pay required payments (Tender fee, EMD, Tender Processing Fee etc) as mentioned in the tender document, before submitting the bid.
- m) Bidders are recommended to use PDF files for uploading the documents. Only price bid sheet will be in Excel format.
- n) The bidders must ensure to get themselves registered on the portal at least 1 week before the tender submission date and get trained on the online tender submission process. For tender submission and registration process bidders are advised to refer respective manuals on website. Tender inviting Authority/Department will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues like internet connectivity/PC speed/etc...
- o) Offline Submission of bids/documents/rates by the bidders will not be accepted by the department, under any circumstance.
- p) After final submission of the bid, a confirmation message and bid submission acknowledgement will be generated by the portal. The bid submission acknowledgement contains details of all documents submitted along with bid summary, token number, date & time of submission of the bid and other relevant details. Bidder can keep print of the bid submission acknowledgement.
- q) If bidder is resubmitting the bid, bidder must confirm existence of all the required documents, financial bid and again submit the bid. Once submitted, the bid will be updated.
- r) Submission of the bid means that the bid is saved online; but system does not confirm correctness of the bid. Correctness of the bid will be decided by tender inviting authority only.
- s) The time displayed in the server is IST (GMT 5:30) and same will be considered for all the tendering activities. Bidders must consider the server time for submission of bids.
- t) Bid documents being entered by the Bidders/Vendors/Contractors will be encrypted at the client end and the software uses PKI encryption techniques to ensure security/secretcy of the data. The submitted bid documents/data become readable only after tender opening by the authorized individual

6. ASSISTANCE TO BIDDERS

- 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 e- nivida Portal, in general, may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is 8448288994/86/87/89/88/81/90/92/82 011-49606060, 07903269552, 9355030608, 9055030613, 7903810198, 9355030606, 9315620706, 9355030623, 9355030628, 8800526452, 9205898228, 9122643040, 9355030604, epochelpdesk.01@gmail.com, epochelpdesk.44@gmail.com , epochelpdesk.06@gmail.com
- c) The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).
- d) The bid should be submitted through E-nivida portal (<https://indiaseeds.enivida.com>) only.
- e) All payments should be done through E-nivida Payment gateway

- It is highly recommended that the bidders should not to wait till the last date of bid submission to avoid complications like internet connectivity issue, network problems, system crash down, power failure, browser compatibility issue, system compatibility issue, improper digital signature certificate problem etc. In view of this context, the tendering unit will not be responsible for such eventualities.

PART- B

SECTION – I

ADDITIONAL INSTRUCTIONS TO BIDDERS

1. PREPARATION & SUBMISSION OF APPLICATIONS:

- i) Detailed NIT may be downloaded from NSCL e-tendering portal and the Application may be submitted following the instructions appearing on the screen/NIT.
- i) A Vendor manual containing the detailed guidelines for e-tendering system is also available on the portal.

2. MODIFICATION / SUBSTITUTION/ WITHDRAWAL OF BIDS:

- (i) The Bidder may modify, substitute or withdraw its e- bid after submission prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.
- (ii) Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the NSCL, shall be disregarded.
- (iii) For modification of e-bid, **bidder has to detach its old bid** from e-tendering portal and upload / resubmit digitally signed modified bid.
- (iv) For withdrawal of bid, bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.

3. OPENING AND EVALUATION OF APPLICATIONS:

- a) Opening of Applications will be done through online process.
- b) NSCL shall open documents of the Application received in electronic form on the Application due date. **The price bid shall be opened for only technically qualified bidders.**

4. **ADVICE FOR TENDERERS:** *The tenderers are advised in their own interest to carefully read the tender document and understand their purport and unless the tender specifically states to the contrary in respect of any particular clause, it shall be presumed that he accepts all the terms & conditions as have been laid down in the tender document and submit the tender accordingly.*

5. **ELIGIBILITY CRITERIA :-** Tenderers who are interested to supply 100% of the tendered qty. of any goods are eligible for participation in the tender. But it should be indicated clearly in the Technical Part of the Bid. If not indicated, then tender will be treated for entire tendered quantity.

6. **SUBMISSION OF OFFER:** - Offer must be submitted on-line. The prescribed tender form is provided in part “B” of the tender document at Section-IV. The tenderer may attach additional sheets wherever detailed description is necessary .**Only that party should tender who accepts all the terms & conditions because conditional tender may be treated as void.**

7. DELIVERY OF GOODS:- The delivery period so specified in **clause no.3 of section –II** will be the essence of the contract. It would be clearly understood that any delay in delivery will cause unascertainable damages to the Corporation. Only those parties should tender who are in a position to stick to the delivery prescribed. Their attention is also invited to **clause-10 of section-II** relating to liquidated damages which shall be binding.

8. QUOTATION OF PRICES: - Tenderer shall give a final firm and net per unit price free from all escalation. Request for increase in price will under no circumstances be considered after opening of the tender. For the purpose of comparison and evaluation of bids, the tenderers are required to quote their rate of goods as specification indicated in Section-III of Part-B of the tender document and should be given strictly in a manner as indicated in the annexure-A of Section-IV of the part B of the tender document, as under:

A) The rates should be quoted for the offered items **on the basis of F.O.R. Destination door delivery inclusive of all taxes (including G.S.T., Turnover Tax Modvat etc), Duties (Cess etc), Packing & Forwarding charges, loading and unloading etc. The Octroi wherever applicable, shall be paid extra by NSC on actual basis. The inspection and Verification will be borne by NSC and hence these charges should not be included in the rate offered.** In case of full truck load/part load F.O.R. Destination will mean delivery at National Seeds Corporation Limited, Central State Farm- Jawalgera, Tq: Sindhanur, Distt: Raichur, Karnataka at the destination station.

B) If the rates quoted by tenderer are exclusive of all taxes or levies, which are payable in addition, the exact rate at which they are payable should be shown clearly in the tender. In the absence of clear indication that these levies are payable in addition to the rates quoted, it will be assumed that rates are inclusive of all taxes and no extra taxes will be paid.

9. EARNEST MONEY: Fixed EMD as indicated at page no. 2 of the tender document against the tendered item. The consolidated amount of EMD for all items quoted may be deposited by RTGS/NEFT or can pay online in the website directly <https://indiaseeds.enivida.com>.

(a) Exemption of earnest money deposit for Indian Manufacturers which are registered with NSIC under Single point registration scheme, Indian manufacturers/suppliers who are **Micro small medium Enterprises (MSME) small scale units and registered with National Small Industries Corporation under single point registration scheme** are exempted from payment of earnest money deposit provided to furnish photocopy of **valid registration with NSIC under the single point registration scheme**, for the quoted stores in support of claim along with their request letter. This facility will, however, not be provided to those small scale units who are registered under the old registration scheme which was extended up to 30th June, 1981 only.

OFFERS OF THE FIRMS OTHER THAN (MSME) SMALL SCALE INDUSTRIES AS DEFINED ON “A” AS ABOVE NOT ACCOMPANIED BY EMD WILL BE SUMMARILY REJECTED. OFFERS OF THE (MSME) SMALL SCALE INDUSTRIES NOT REGISTERED WITH NSIC FOR THE QUOTED ITEM UNDER SINGLE POINT REGISTRATION SCHEME AFTER 30TH JUNE 1981 AND NOT ENCLOSING THE VALID DOCUMENTARY PROOF IN SUPPORT OF THEIR CLAIM WITH THEIR REQUEST LETTER SHALL ALSO BE REJECTED.

NO ADJUSTMENT OF EMD FROM THE DUES, IF ANY, AVAILABLE WITH THE CORPORATION, AGAINST THE SUPPLIES MADE BY THE SUPPLIER IN THE PAST SHALL BE ALLOWED. TENDERS WITH SUCH REQUEST AND NOT ACCOMPANIED WITH REQUISITE AMOUNT OF EMD FREE FROM ANY ADJUSTMENT SHALL BE SUMMARILY REJECTED.

Any Tender not secured in accordance with above will be rejected by the purchaser as non responsive.

10. FORMAT AND SIGNING OF TENDER: -(a) **Tenderers** are required to submit their e- tender as per the prescribed Performa given in the tender document. The Tender prepared by the bidder and all correspondence and documents relating to the tender exchanged by the tenderer and purchaser, shall be written in the English languages. It shall be digitally signed by the Tenderer or a person duly authorized to sign the Tender document. The letter of authorization shall be indicated in written power of attorney accompanying the Tender.

11. PROCEDURE FOR SUBMISSION OF TENDER: - The Tenderers shall attach Instruction to Tenderer , Terms and Conditions of contract, Technical specifications of quoted items as per Section-I, II & III of Part “B” of tender document, requisite EMD, profile of the company as per Annexure-B of Section-IV of Part “B” along with documents as per the check list and other document if any in support of offer. All papers should be digitally signed.

PRICE BID -Containing prices as per clause-08 of Section-I Part-B in a prescribed Performa given in Annexure-A of Section-IV of Part “B” of the tender document.

12. MODIFICATION AND WITHDRAWAL OF TENDER: - The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification or withdrawal is received by the purchaser prior to the deadline prescribed for submission of tenders.

13. DEADLINE FOR SUBMISSION OF TENDERS: - Tender must be received by the purchaser no later than time and date specified in the invitation for tender. In the event of the specified date for the submission of bids being declared a holiday for the purchaser, the Tender will be received up to the appointed time on the next working day.

14. LATE TENDER: -After deadline for submission of tender prescribed by the purchaser, pursuant to NIT/Tender Document/any amendment will not be entertained.

15. OPENING OF TENDER: - The purchaser/Corporation will open tenders online. The “**Technical & Commercial bids**” shall be **opened on the date of opening tender** and “**Price Bids**” of tender only be opened based upon an examination of the documentary evidence submitted in **technical & Commercial bid** by the tenderer, as well as such other information as the purchaser/Corporation deems necessary and appropriate, found in order.

16. CLARIFICATION OF BIDS:-To assist in the examination, evaluation and comparisons of tenders, the purchaser may at its discretion, ask the tenderer for clarification of its bid .The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

17. FORFEITURE OF THE EARNEST MONEY or SECURITY DEPOSIT: - Earnest Money or Security Deposit may be forfeited if a tenderer withdraws its tender during the period of Tender validity specified by the Tenderer on the Tender Form or If tenderer fails to supply the required material as per supply schedule given at Section-III of Part-B.

18. DISPUTES or DIFFERENCES: - All disputes or differences that may arise in connection with this tender or the interpretation of any of its terms or in any other way related to this tender directly or indirectly shall be referred to arbitration in accordance with the clause relating to “settlement of disputes” included in Section-II of Part “B” of tender document i.e. General terms and conditions of the contract. .

19. VALIDITY OF OFFER: The tenderer shall keep their offers open for **acceptance for a period of 60 days from the date of opening of the tender.** In case the last date happens to a holiday, offers shall remain open for acceptance till the next working day. Tenderers with shorter validity period,

subject to prior sales, immediate acceptance and any such similar conditions are liable to be rejected

20. AWARD CRITERIA: -Subject to Clause No. 21, the purchaser will award the contract to the successful tenderer whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

21. PURCHASER'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD: -The Purchaser/ Corporation reserve the right at the time of award of contract to increase or decrease by up to 20-25% of the quantity of items specified in the schedule of requirements without any change in price or other terms & conditions.

22. PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS: - The Purchaser/Corporation reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders any time prior to award of contract, without thereby, incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenders of the grounds for the purchaser's action.

23. NEGOTIATION: - There shall normally be no post tender negotiation. If at all negotiations are warranted under exceptional circumstances then it can be with L-1 (lowest tenderer) only.

24. SPLITTING OF ORDERS: - The Purchaser /Corporation may decide to split the order among two or more tenderers according to exigencies of the cases at L-1 rate.

25. PURCHASE PREFERENCE TO MSEs: - As per Public Procurement Policy for MSEs Order 2012.

26. REPEAT ORDER:- The validity of the tender shall be extended to a period of **six months from the date of placing initial order** and it shall be open to the Purchase /Corporation to place repeat order with the supplier **on the same rates and same terms and conditions** for quantities **not more than 50% of the quantity in the initial purchase order**. Repeat Order can be exceeded **more than 50% of P.O's quantity and beyond six months on need basis with the prior consent of the supplier**.

27. REFUND OF EARNEST MONEY:-

(A) Unsuccessful tenderers: In case of unsuccessful tenders who do not, withdraw their offers before the receipt of final decision, the earnest money shall be returned, without interest after the finalization of tenders or after expiry of validity period of the respective offer, whichever is earlier by means of RTGS and the Corporation will not be responsible for reimbursing to the tenderers the Bank's commission for encashing the same.

(B) Successful Tenderers:

The EMD Deposit will be discharged by the purchaser and returned to the supplier following the date of completion of the suppliers performance obligation, including carrying out all necessary adjustment/deduction if any and on submission of a declaration by the supplier that they have no claim in respect of the contract or relating thereto or arising there from against NSC.

28. CONTRACTS:-

- a) **SIGNING OF CONTRACT :-**The successful tenderers within 07 days from date of issue the Supply Order, shall sign and date agreement as per the format given in Section -IV Annexure A-2 of the tender document, wherever the value of terms ordered is more than Rs. one lakh and furnish it to the purchaser. The terms and conditions contained in Section-II of the tender document will be considered to be part of agreement, any variation in the terms and conditions as may be suggested by the tenderer and accepted by the Corporation will be part of the agreement. The cost of stamping for agreement shall be borne by the successful tenderer.

b) SECURITY MONEY: - The Successful Tenders within 07 days from date of issue of supply order shall furnish security deposit @ 05% of the value of the supply order for execution of order inclusive of EMD. The security money shall be furnished in the form of Insured Security bond, or Account payable Demand draft or Bank guarantee form in any of the commercial bank or payment online in acceptable form by the successful tenderer. The Security Money Deposit shall be refunded without interest after 30 days of satisfactory completion of contract period with all contractual obligations. Prescribed Performa for Bank Guarantee is given in Section IV Annexure A-3 of Tender Document.

Failure of the successful tenderer to comply with the requirement of terms and conditions of tender shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD, in which event the purchaser/Corporation may make the award to the next lowest evaluated bidder or call for new bids.

SECTION - II

GENERAL TERMS AND CONDITIONS OF THE CONTRACT:

1. **Transfer and subletting:** -The supplier shall not sublet, transfer, assign or otherwise part with the contract to any person, firm or Company directly or indirectly or any part thereof without the previous written permission of the Corporation.
2. **Indemnity:-**The supplier shall at all times indemnify the Corporation against all claims which may be made in respect of the said items for infringement of any right protected by patent, registration of design or trade mark provided always that in the event of any claim in respect of an alleged breach of a patent registered design or trade mark being made against the Corporation, the Corporation shall notify to the supplier of the same and the supplier shall be bound, but at his own expenses, to conduct negotiations for settlement or prosecute any litigation that may arise there from. In the event of the Corporation becoming liable to any amount on any aforesaid account, the supplier shall make good the amount so payable and the expenses incurred on that behalf.
3. **Delivery:** The supply should be done in Five phases i.e. first phase supply will be done within 15 days of issue of 1st Purchase Order and Second phase supply should be done within 15 days after issue of 2nd Purchase order and so on. The quantity of bags to be supplied will be intimated along with the supply order.

The supplier shall complete the supply of items at National Seeds Corporation Limited, Central State Farm - Jawalgera, Tq: Sindhanur, Distt: Raichur, Karnataka -584143 as per supply order and schedule.

In case of repeat order, supply of entire quantity shall be made as per repeat order.

No extension of delivery period shall be allowed to supplier. However, the goods may be dispatched early also for which no extra benefit or relaxation in payment terms shall be allowed to the suppliers. The date of receipt of goods as specified in the prescribed receipt i.e. G R note issued by the consignee shall be final for the purpose of calculating delivery period.

4. Changes in specifications:

(a) The Corporation/ purchaser should require any changes in specifications; the supplier shall use his best endeavor to comply with the Corporation's/ purchaser's wishes subject to fair adjustment of prices and delivery schedule where appropriate.

5. (b)Right to Terminate or Alter the Contract:

If at any time during the terms of this contract the plan of the Corporation/ purchaser changes for any reason beyond the control of the Corporation/ purchaser, the Corporation shall have the right to terminate or alter this contract by sending a notice of such intention to the supplier by hand through a responsible officer. The supplier shall allow such officer to prepare an inventory of such material as is complete and ready for dispatch. Such officer shall also prepare an inventory of the materials which the supplier has already arranged for using in manufacturing the items to be supplied. The Corporation/ purchaser shall accept delivery of the material that are complete and ready for dispatch and may award compensation to the supplier for the material already procured or may in its option allow the suppliers to utilize the materials and make it ready for dispatch within such period as may be reasonable.

6. Marking:

The supplier shall comply with the requirements of Indian acts relating to merchandise and rules made there-under for marking of all the Material supplied.

7. Packing:

The supplier shall provide such packing of the Material as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Supply Order.

8. Change Order:

The Corporation /Purchaser may at any time, make changes within the general scope of the contract in any one or more of the following:

- i) Place of delivery. National Seeds Corporation Limited, Central State Farm- Jawalgera, Tq: Sindhanur, Distt: Raichur, Karnataka

9. Warranty:

(a) The supplier warrants that the Materials supplied under this contract are new, unused, of the most recent and incorporate all recent improvements in design, printing and materials unless provided otherwise in the contract. The supplier further warrants that the Material supplied under this contract shall be free from all defects and faults in material, workmanship and manufacturing and shall be of the highest grade and consistent with the established and generally accepted standards for materials of the type of items/stores ordered and in full conformity with the contract specifications and samples.

(b) The supplier shall if required, replace the Materials or such portion thereof as is rejected by the Corporation free of cost at the ultimate destination or at any other place or at the option of the Corporation, the supplier shall pay to the Corporation/ purchaser the value thereof at the contract prices and such other expenditure and damage as may arise by reason of the breach of the conditions herein specified.

(c) All replacements that the Corporation/Purchaser shall call upon the supplier to deliver or perform under this warranty period (until the delivery of whole cement) shall be delivered or performed by the supplier within two months (promptly and satisfactorily). If the supplier desired to take over the defective items/stores, it shall be done within one month from the date of replacement. Thereafter, Corporation / purchaser shall not be responsible to keep the defective items/stores.

10. Liquidated damages:-

It is emphasized by the Corporation/ purchaser & understood by the supplier that the **period of delivery, stipulated in the contract is the essence of the contract. It is admitted by the supplier that any delay in the delivery will cause damages to the Corporation/ purchaser.** If the supplier fails to deliver any or all of the Goods within the time period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed goods for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the delayed goods. Once the maximum is reached, the purchaser may consider termination of the contract.

The Corporation/ purchaser may withhold any payment due to the supplier until the whole of the items/stores have been fully supplied and delivered and may deduct or recover from the supplier liquidated damages as stipulated above. This clause is without prejudice to the right of the Corporation/ purchaser to make risk purchase under next clause and the liability under that clause shall be in addition to liquidated damages.

11. Default & Risk purchase:-

- (a) Should the supplier fail to have the stores ready for delivery as aforesaid, or should the

supplier in any manner or otherwise fail to perform the contract or should it fail to complete the supply in time according to the specifications or should it have winding up order made against it or make or enter into any arrangements or composition with its creditor or suspend payments (or being a company should enter into liquidation either compulsory or voluntary) the Corporation shall have power under the hand of CMD to declare the contract at the end at the risk and cost of the supplier in every way. In such case supplier shall be liable for any liquidated damages for delay as above provided and for any expenses, losses or damages which the Corporation/purchaser may be put incur or sustain by reason of, or in connection with supplier's default.

c) The cancellation of the contract may be either for whole or part of the contract at Corporation's option. In the event of the Corporation/Purchaser terminating this contract in whole or in part, it may procure upon such items and in such manner as it deems appropriate supplies similar to these so terminated and the supplier shall be liable to the Corporation for any excess cost for such similar supplies provided that the supplier shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

12. Force majeure:-

Notwithstanding the provisions of Clauses 11, the supplier shall not be liable for forfeiture of its Security Deposit, liquidation damages or termination for default, it and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force majeure.

For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Corporation /Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

If a Force Majeure situation arises, the supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof within 48 (Forty Eight) hours. Unless otherwise directed by the Purchases in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

13. Terms of payments:

(A) Invoices shall be prepared in quadruplicate in the name of Farm Head, National Seeds Corporation Ltd., Central State Farm Jawalgera, Tq Sindhanur Dist: Raichur including GSTIN No. both buyer (i.e., National seeds corporation limited, 29AABCN8973F1Z0) & seller. (Delivery Destination) mentioned in the purchase Order and shall be signed by the supplier or his authorized person. Every invoice shall bear a certificate that.

"The material covered by the invoices has been inspected by the supplier and conforms in every way to the contract specification and is packed in accordance with the contract requirement and further that no invoice has been prepared previously in respect of the articles charged in the particular invoice".

Invoice should be prepared according to the GST norms and bear a certificate as mentioned above. Invoice to be sent in **duplicate to concerned consignees and two copies to NSCL, CSF Raichur.**

(B) The invoice value would be paid by NSC against proof of delivery of the material at destination in good condition in all respect as per standard through **NEFT/RTGS** after making necessary deduction if any towards liquidated damages, outstanding, short supplies etc on pro-rata basis or as decided by the Corporation. **The supplier is requested to provide information namely Bank name, location of branch & Name of City, Nature of Account, Bank Account No., IFSC code no., Permanent Account No (PAN) in Annexure "B" Section IV.**

(C) The payment shall be made in after receipt of material in good condition.

- 14. No advance payment will be made by the National Seeds Corporation, Central State Farm- Raichur.
- 15. The Corporation does not bind itself to accept the lowest or any other tender and reserves the right to reject the whole tender(s) or part thereof without assigning any reasons.

16. Settlement of disputes:

In case of any dispute arises between NSC and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussion, then it shall be binding upon parties to resolve issue under the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time. Under this provision, the Chairman-cum-Managing Director, National Seeds Corporation Limited with the concurrence of both the parties shall appoint Sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will bind to resolve this dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall in English Language. The court of Delhi shall have the jurisdiction.

17. Corrupt Gifts & Payments of Commission:

Any bribe, commission, gift or advantages given promised or offered by or on behalf of the supplier his agents or representative or agent of the Corporation/or any person on his behalf in relation to the execution of this or any other contract with the Corporation shall in addition to the criminal liability under the Law enforce, subject the supplier to cancellation of this and other contracts with the Corporation and also to payment to any less resulting from any such cancellation to the extent as is provided in case of cancellation under “DEFAULT AND RISK PURCHASE” and the Corporation shall be entitled to deduct the amount so payable from any money otherwise due to the supplier under this or any other contract or may recover the same by appropriate proceedings.

SECTION-III

SPECIFICATIONS OF CEMENT

Sl. No.	Category	Requirement
1	Total Cement Bags	2560 Nos.
2	Net quantity of Cement per bag, in kg	50 kg.
3	Grade	OPC- 43 Grade
4	Content of performance improver, in percent	05
5	Physical Requirements	As per ISI standards IS 8112/ IS 269:2015
6	Chemical Requirements	As per ISI standards IS 8112/ IS 269:2015

Note: The material should be supplied as per above standard

SECTION-IV

TENDER FORM

To
Head of the Farm,
National Seeds Corporation Ltd.,
Central State Farm,
09 km from Jawalgera ,
Raichur, Karnataka

FROM.....
.....
.....
.....
.....

Sir,

(i) I/We _____ have read the tender documents as issued by NSC, Central State Farm, Raichur. (Hereinafter called Corporation) and hereby agree to abide by the instructions, terms and conditions contained therein.

(ii) I /We agree to keep the offer open for acceptance for a period of 60 days from the date of tender opening.

(iii) I /We also agree to extend the validity of this tender for a further period of six months from the date of placing the initial order to repeat the order on the same rates, terms and conditions for additional quantities likely to be required during the period. If the additional quantities exceed 50% of the quantity of the initial purchase order, the repeat order will be with the prior consent of the supplier.

(iv) I/We offer to supply the material as detailed in the schedule attached (Annexure-A) herewith at the rates quoted by me/us and hereby bind myself/ourselves to complete the delivery as per supply order.

I offer to supply the following items;

Item _____ Qty. applied for (full qty.) _____.

UTR No. _____ dated _____ for Rs. _____
_____ (Rupees _____

_____) paid in the name of National Seeds Corporation, Raichur towards payment of the earnest money through online /RTGS/NEFT

OR

We are a small scale unit registered with N S I C under ministry of MSME for item

_____ Our Registration No. is.....

(v) I/We note that the full value of the earnest money shall be forfeited without prejudice to any other rights or remedies if:

(a) I/we withdraw the offer before a final decision is taken on the tender provided that such a withdrawal is made within 60 days from the date of tender opening.

(b) I/we do not execute the contract documents/agreement/Security Deposit within the stipulated period after acceptance of my/our tender is intimated to me/us.

(vi) I/ We have read the arbitration clause in Section-I & II of part „B“ of the tender Document, relating to instructions to tenderers and general conditions of the contract and I/we hereby agree that any dispute of whatsoever nature that may arise in connection with this tender **shall be decided under this agreement clause.**

(vii) This tender is being submitted at CSF Raichur and will be opened and decided at CSF Raichur and it is agreed that the Civil Courts at New Delhi alone will have jurisdiction to deal with any legal proceedings that may arise in connection with this tender or subsequently.

(viii) Income tax PAN No :-(a copy is enclosed herewith).

(ix) GST Registration certificate.:(a copy is enclosed herewith).

(x) **Company profile in the prescribed proforma given in Annexure- B of Section IV of part “B” of Tender Document and duly signed & stamped specification for the items of Part “A” and the terms and conditions of Section I & II of Part “B” contained in the Tender document is uploaded.**

(xi) **Rates are quoted as in the prescribed format given in Annexure “A” of Section IV of Part B of Tender document**

(xii) **I/We have read and understood that my /our Price bid shall be opened only if the bid is found qualified based on Technical & Commercial bid.**

(xiii) I/We have read and understood the specification for the items and the terms and conditions contained in the Tender document and agree to abide by the same against which the Bids are submitted.

Thanking you,

Signature:

Place:

Name of Authorized Signatory:

Date:

Address:

Phone No: -

Mobile No.

SEAL

SECTION-IV

Annexure-A

FORM FOR PRICE BID

To
Head of the Farm,
National Seeds Corporation Ltd.,
Central State Farm,
09 km from Jawalgera
Raichur, Karnataka

FROM.....
.....
.....
.....
.....

Sir,

We have examined the prescribed specification and read the Terms & condition of Tender No. _____ for the item as mentioned in tender. Our rates for the aforesaid material & qty. according to your specification, Terms & Conditions are as under:

FORM FOR PRICE BID

Sl. No.	Material	Qty. (in Nos.)	F.O.R Unit Price (in Rs.)
1	Cement OPC Grade-43	2560 Nos.	
Sales tax			The price quoted above is inclusive of G.S.T. , and all other taxes levied and also cost of packing, handling, local transport, loading, unloading and insurance charges etc.

We agree to the terms and conditions specified in the tender No...It is certified that the price quoted is reasonable and not higher than the price usually charged for stores of the same nature to the other purchasers.

Thanking you,

Signature:

Place:

Name of Authorized Signatory:.....

Date:.....

Address:.....
.....
.....

Phone No: -

Mobile No.

SEAL

NOTE: Our rates are F.O.R door delivery at NSCL, CSF-Jawalgera, Tq: Sindhanur, Distt: Raichur, Karnataka.

SECTION-IV

Annexure-B

FORM FOR TECHNICAL & COMMERCIAL BID

To

**Head of the Farm,
National Seeds Corporation Ltd.,
Central State Farm,
09 Km, Jawalgera
Raichur, Karnataka**

FROM.....
.....
.....
.....

Sir,

Profiles of our company/firm are as under:

1. Particulars of the company/firm:-

Name of the company with complete address, contact no. & E-mail address	Type of Firm i.e. proprietorship/partnership/ Pvt. Ltd.company/society/Ltd.etc. with its Registration No.	Names& contact no. of Proprietor"s/Partners /Directors etc.

Attach the necessary valid document in support of claim.

2. Registration of GST:

GSTIN Registration No.	
-------------------------------	--

3. Income tax Details::

PAN No	Returns for Last Two Years (Optional)	
	Year	Copy

4. Particular of Banker:-

Name and address of Banker	Type of Account	Account No.	IFS Code

5. MSME registration details:

(a) With NSIC

Registration No.	Validity Period	Registered Item/Items	Quantitative Capacity	Monetary Limit

6. EMD

Banker's Name	UTR no.	Amount (in Rs.)

7. An undertaking on non judicial stamp paper of Rs. 100/- stating that the firm is not black listed by any Govt. Department/Institution/Public Enterprises/Undertaking and no arbitration case is lying pending with this office as on date as per Performa attached in annexure A-1.

I hereby certify that all the information mentioned above are true and in case any information is found to be incorrect, my bid may be treated as rejected by NSC management.

Thanking you,

Signature: -----

Place: -----

Name of Authorized Signatory:-----

Date:-----

Address:_____

Phone No: - _____

Mobile No. _____

SEAL

Note: -All particulars are to be filled properly & correctly if required extra sheet can be attached).

SECTION-IV

Annexure-A-1

Affidavit Certificate

I _____ (Name, Designation and Address)
hereby declare that my firm/Company has not been debarred/black-listed by any of the Govt.
Department/Govt. Agencies where I had supplied the goods during the last _____ years
and no arbitration case pending in NSC office.

Name _____

Designation _____

Name of the Firm/Company _____

Full address _____

Rubber stamp _____

Place: _____

Dated: _____

Note: The above said blacklisting affidavit certificate should be submitted by Tenderer in Non-Judicial Stamp Paper of Rs. 100/-.

SECTION-IV

Annexure-A-2

AGREEMENT FORM

AGREEMENT NO.....

This agreement is made on thisbetween the National Seeds Corporation Ltd., Central State Farm, Raichur, a Government of India Company, incorporated under the Companies Act 1956 and having its registered office at Beej Bhawan, Pusa Complex, New Delhi-110012 and (hereinafter called the ‘Corporation’ which expression shall unless excluded by or repugnant to the context, be deemed to include its successors and assigns) of the first part and M/s..... (Hereinafter called the ‘Supplier’ which expression shall include unless excluded by or repugnant to the context, be deemed to its successors and assigns) of the second part.

WHEREAS the ‘Corporation’ with the intention of purchasing of Cement invited offers vide Tender No..... its own behalf (hereinafter called the ‘Purchaser’)

AND WHEREAS the supplier submitted their tender No.....and upon consideration of the tender and after due deliberations, the Corporation placed Purchase Order No.....dated.....with supplier, for the supplies of Cement as per specifications, quantities and number mentioned in schedule of this agreement and in purchase order no.....dated.....

AND WHEREAS the Corporation and the supplier have agreed to all the terms & conditions as contained in Section-II of Part ‘A’ of the tender document for Tender No..... which shall form part of this agreement.

The supplier hereby agrees to supply and purchaser hereby agrees to purchase _____No.of Cement bags OPC Grade-43 with specifications and details as mentioned in Purchase Order.

Settlement of Disputes:

In case of any dispute arises between NSC and the other party due to any term or matter, both the parties will opt to resolve it through mutual understanding and discussion. In case, dispute remains even after discussion, then it shall be binding upon parties to resolve issue under the provisions of Arbitration & Conciliation Act, 1996 as amended from time to time. Under this provision, the Chairman-cum-Managing Director, National Seeds Corporation Limited with the concurrence of both the parties shall appoint Sole Arbitrator to resolve the issue and both the parties will have to abide by the decision. The parties will bind to resolve this dispute through arbitration before going to court of law. The Arbitration shall be conducted at New Delhi and shall in English Language. The court of Delhi shall have the jurisdiction.

No amendments or modifications in the terms of this agreement shall be considered valid unless it is in writing and duly signed by both the parties.

IN WITNESS WHEREOF, both the parties have here to subscribe their signature on the date and year herein above written through authorized representatives.

For and on behalf of the supplier

For and on behalf of the National Seeds Corporation Ltd., Central State Farm, 09 Km Jawalgera, Sidhanur, Raichur, Karnataka.

Witness

Witness

1.

1.

2.

2.

FORM OF PERROMANCE SECURITY/SECURITY DEPOSIT (GUARANTEE)BANK

GUARANTEE BOND

In consideration of the **National Seeds Corporation Ltd** , Central state farm Jawalgera (hereinafter called **Corporation**) to accept the terms and conditions of the proposed agreement between ----- and ----- (hereinafter called” the Contractor) for the work----- (hereinafter called the said agreement) having agreed to production of an irrevocable Bank Guarantee for Rs.----- (Rs.....only) as a security/guarantee from the contractor for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We(hereinafter referred to as the Bank) hereby undertake to pay the Corporation an amount not exceeding Rs.----- (Rs -----) on demand by the Corporation.

2 We,----- do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Corporation stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ----- (Rs----- only.)

3 We, the said bank further undertake to pay the Corporation any money so demanded notwithstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any count or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor shall have no claim against us for making such payment.

4 We----- 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 agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer on behalf of the Corporation certified that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

5. We (indicate the name of bank) further agree that the Corporation shall have fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said contractor and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor or for any forbearance, act of omission.

On the part of the Corporation any indulgence by the Corporation to the said contractor 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

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor.

7. We (indicate the name of bank) lastly undertake not to revoke this guarantee except with the previous consent of the Corporation in writing.

8. This guarantee shall be valid up to ----- unless extended on demand by the Corporation. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs.---- (Rs. _ -----) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the ----- day of ----- for (indicate the name of bank)

SECTION-IV

DISPATCH DESTINATION

The Cement OPC Grade-43 shall be supplied to the National Seeds Corporation Limited, Central State Farm-Jawalgera, Tq: Sindhanur, Distt: Raichur, Karnataka on the F.O.R. Basis (Door delivery at NSC's Central State Farm located 9kms from Jawalgera, Tq Sindhanur Dist: Raichur).

Check list of enclosures for Technical & Commercial Bids:

1. EMD
2. Tender fees.
3. Certificate of registration of the firm.
4. Authorization /Resolution for signing of bid if it is limited company or partnership firm.
5. A copy of PAN No
6. Income tax Return for the last two years (Optional).
7. Copy of GST Registration No.
8. Copies of Purchase order secured during Last two years (If any)
9. If representative participating, letter of authorization to participate in the tender opening/negotiation of rate.
10. Affidavit certificate in Non-Judicial Stamp Paper of Rs. 100/- that not blacklisted and no arbitration case pending in this office.
11. MSME registered with NSIC, Other Authorities Certificate with proper validity for quoted item.
12. Each and every concerned pages of tender document should be signed with stamp of authorized signatory of tenderer.
13. Material Test Report of Cement OPC Grade-43 (If available)
14. Manufacturing License or Authorized Dealer Certificate.

Note: - In absence of any above document, tender may be consider for rejection.