

TENDER FORM No:



BHARAT SANCHAR NIGAM LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
OFFICE OF THE GENERAL MANAGER, TELECOM
2ND FLOOR, PALAKKAD-678014

TENDER FOR SUPPLY OF GI PIPE

FOR THE YEAR 2014-2015

Signature of the tenderer with date

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Signature of the tenderer with date



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OFFICE OF THE GENERAL MANAGER, TELECOM
2ND FLOOR, PALAKKAD-678014

OFFICE SEAL

Tender Form No :
Issued to :
Particulars of payment :
Initial of issuing officer :

Notice Inviting Tender

Sealed competitive tenders are invited for and on behalf of the Chairman and Managing Director, Bharat Sanchar Nigam Limited from the manufacturers/authorized stockist for supply of GI pipes conforming to IS 1239 (Part 1) /1990, of 50MM (Medium Class) for the use of Palakkad Telecom District, for a period of one year from the date of final acceptance of the tender.

Tender No : PLG/CP/PGT/GI PIPE TENDER/2013-14/2
Dated 29-11-2013.

Date of Issue : 11-12-2013.

Last date & Time for receipt of tender : 13-01-2014 1100 Hrs.

Date and time of opening : 13-01-2014 1430 Hrs.

Earnest Money Deposit : Rs.183260.00

Venue of opening the tender : Assistant General Manager (NWP),
2nd Floor, O/o GMT, BSNL,
T B Road, Palakkad - 678014.

Signature of the tenderer with date



BHARAT SANCHAR NIGAM LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)
OFFICE OF THE GENERAL MANAGER, TELECOM
2ND FLOOR, PALAKKAD-678014

Tender No. : PLG/CP/PGT/GI PIPE TENDER/2013-14/2 Dated 29-11-2013

TENDER NOTICE

1. Sealed competitive tenders are invited for and on behalf of the Chairman and Managing Director, Bharat Sanchar Nigam Limited from the manufacturers/authorized stockist for supply of GI pipes conforming to IS 1239 (Part 1) /1990, of 50MM (Medium Class) for the use of Palakkad Telecom District, for a period of one year from the date of final acceptance of the tender. The specification and approximate quantity required during the period will be as follows: -

2. Specification of GI pipes required: Medium class galvanized mild steel tubes electrical resistance welded (ERW), continuously welded (WOW)/high frequency induction welded/ (HFW) type screwed at both ends to IS 554/1985 for pipe threading, suitable for water and gas application, socketed on one end and the other end protected with plastic thread proter conforming to IS specification no. IS 1239 (Part1)/1990. Sockets to conform ARE 1239 (Part II)/1992. The pipes supplied should bear ISI mark. The length of each pipe should preferably be 6 (six) meters.

3. Approximate quantity of pipe required during the contract period.

Sl. No	Size	Class	Qty (In MT)	Length P/MT
1	50mm	Medium	110	196 Mtrs

4. The quantity mentioned above is only approximate and the BSNL reserves the right to modify it at any time during the contract period. The contractor is bound to execute all the supply orders placed during the contract period.

5. Submission of tenders.

a) Method of preparation of bid: Bid for each tender should be submitted in **three** envelopes of sufficient thickness placed inside a main cover. These envelopes should contain the following.

Envelope	Marked on the Cover	Contents of Envelope
First	Bid Security	Containing Bid Security of Bid document.
Second	Qualifying Bid	Containing documents except bid security.
Third	Financial Bid	Rates duly quoted by the tenderer in the prescribed format

Signature of the tenderer with date

On all these envelope the name of the firm and whether “Bid Security” OR “Qualifying” OR “Financial” bid must be clearly mentioned and should be properly sealed (with sealing wax / Packing PVC tape). These envelopes are to be placed inside an outer envelope and properly sealed (with sealing wax/Packing PVC tape) and super scribed “Tender for supply of GI pipes”. The tenders which are not submitted in above mentioned manner shall be summarily rejected. **Further non submission of cost of Tender Form as said in NIT, may also amount to disqualification.**

- b) Tenders in prescribed form should be submitted in sealed covers may be sent to Asst. General Manager (NWP), O/o the General Manager, BSNL, TB Road, Palakkad -678014 so as to reach this office as NIT by registered post with acknowledgement due or should be deposited in the tender box available in this office. No acknowledgement will be made separately. The undersigned will not be responsible for any tender made over to any official of this office in person. Tenders will be opened as NIT by the undersigned or any other officer duly authorized to do so in the presence of the tenderers or their authorized agents who may choose to be present.
- c) In case the tenderer is an authorized stockist, an attested Photostat copy of the certificate issued to that effect by the manufacturer should be enclosed along with the tender.
- d) Tenders from manufacturers of GI pipes or from their authorized stockist only will be considered,
- e) The tenderers may note that the Bharat Sanchar Nigam Limited will deal with the tenderers only.
- f) The tenderer should submit valid, current IT returns and copy of the PAN Card & STCC certificates.

6. Tenders should be submitted in sealed cover properly sealed on sealing wax/ packing PVC tape. Covers, which are closed by gum or staples only, will not be considered.

7. Late tenders: The slit of the tender box will be closed at the specified time, as in NIT. No tender brought to the office after that time will be accepted. So far as tenders received before the time fixed in the tender notice for receipt only will be considered. The BSNL will not be responsible for any delay in transit of tenders sent by post.

8. Earnest Money Deposit: Each tender should contain an Earnest Money Deposit of Rs.183260/- (Rupees One Lakh Eighty three Thousand Two Hundred and Sixty only). This amount can be remitted by cash at the office of the General Manager, BSNL, T B Road, Palakkad -678014 or by Demand Draft drawn in favour of the Accounts Officer (Cash), BSNL, Office of the GMT, Palakkad-678014, obtained from any Nationalised / scheduled bank and payable at Palakkad. The Receipt/Demand Draft towards EMD should be attached along with the tender. Tenders without proper EMD will be rejected outright.

9. Release of EMD: The EMD of unsuccessful tenderers will be refunded soon after finalisation of tender, ie. after executing the agreement between the successful tenderer and the BSNL or after two months from the date of opening of tender whichever is earlier. The EMD/SD will not bear any interest. For arranging refund of

Signature of the tenderer with date

the amount the tenderer will have to submit an Advance Stamped Receipt for the amount which can be submitted along with the tender itself.

10. Forfeiture of EMD: The EMD will be forfeited to the BSNL in case, after submitting the tender, the tenderer withdraws his offer or fails to execute the agreement when called for to do so and also will be blacklisted for a period of three years from participating in similar tenders in the SSA.

11.a) Security Deposit: The successful tenderer will have to remit an additional amount of Rs.366520/- (Rupees Three Lakhs Sixty six Thousand Five Hundred and Twenty only) as Security Deposit in the form of BANK GUARANTEE FROM A NATIONALISED OR SCHEDULED BANK. . The EMD of the successful tenderer will be adjusted against the Security Deposit. In case, the tender is awarded to more than one tenderer, the security deposit will be realized at the rate of 5% of the value of the quantity to be ordered subject to a minimum of Rs.-----/-(Rupees ----- only)(EMD amount).

(b). Exemption from remittance of EMD and Security Deposits: The firms registered with NSIC for the supply of the contracted item are exempted from remittance of EMD and Security Deposits. For availing this facility, the tenderer should submit an attested Photostat copy of the valid NSIC Certificate along with the tender and the approved monitory limit should cover the requirement of items mentioned in Para.3.

12. Agreement: The successful tenderer will have to execute an agreement after remitting the Security Deposit in Stamp Paper for Rs.100/- at his expenses within 21 days of issue of the letter.

13. Supply Orders: After execution of the Agreement, Supply Orders will be placed with the firm for the quantity as and when required by the BSNL. Minimum quantity in a Supply Order shall be one truck load (9 MT).

14. Supply: The successful tenderer will have to supply the pipes ordered as per (13) above within 30 days from the date of issue of supply order or the date specifically mentioned in the Supply Order to the consignee (which will be mentioned in the Supply Order). The BSNL shall accept the supply with a variation of (+) or (-) 25% in the quantity mentioned in the Supply Order.

15. Delayed Supply: In case the supply is not received within the scheduled period of delivery, liquidated damages at the rate of 0.5% of the cost per week or part thereof for first 10 weeks and 0.7% for another 10 weeks will be realized from the contractor. This amount shall be realizable from the pending/subsequent bills or whatever amount that may be due to the contractor.

16. Period of validity of tender: The tender will remain open for acceptance for 90 days from the date of opening of the tender and the rate quoted shall be firm and valid for a period of one year from the date of acceptance of tender.

17 (i): Termination of Contracts: In case, after issue of a firm order, the successful tenderer fails to supply the item as per the specified quality and the required quantity according to the Delivery Schedule as given in the Supply Order, and even fails to complete the supply within the extended period if any given in writing by BSNL, the

Signature of the tenderer with date

General Manager Telecom, Palakkad will be within his full rights to terminate the contract and to forfeit the Security Deposit of the successful tenderer to the BSNL by giving a notice of 21 days in writing sent by Registered Post to the address given in the tender submitted or to any other address which may be recorded in the office at the request of the tenderer. The period of 21 days will be counted from the date of issue of the notice. Also the firm will be blacklisted for a period of three years from participating in similar tenders in the SSA

(ii). General Manager Telecom, Palakkad reserves the right to terminate the contract without assigning any reason by giving a notice of 21 days to the successful tenderer by Regd. Post to the address given in the tender submitted, or to any other address which may be recorded in the office at the request of the tenderer. The period of 21 days will be counted from the date of despatch of the notice. In such cases, the Security Deposit of the successful tenderer will be refunded soon on getting demand from the tenderer. The BSNL will not be liable for payment of any compensation for any loss that the contractor may be put to or alleged to have been put to on account of such termination.

18. In case of notice sent by registered post to the address recorded in the office as per clause 17(i) or (ii) is returned undelivered with the remark addressee not found or addressee refused to accept, the notice shall be deemed to have been served and the termination will automatically take effect from the 22nd day of despatch of the notice.

19. The BSNL will have the full right to reject any or all the tenders without assigning any reason whatsoever and is not bound to accept the lowest tender. The BSNL also reserves the right to award the contract with more than one contractor.

20. Any tender who does not satisfy the terms and conditions set out in the tender notice is liable to be rejected.

21. (a) Rates: The tenderer has to quote the rate for supply of GI Pipes per metric tone basis as given in the tender form for loading and unloading charges and transportation charges for delivery at the Store Depot of Palakkad SSA at Telephone Exchange compound, Kanjikode/Alathur or as specified in the Purchase Order (PO). Statutory levies if any such as Excise Duties, Sales Tax, VAT etc. should be shown separately.

b) Price variation: Rate quoted shall be firm and valid for a period of one year from the date of acceptance of the tender. The benefit of reduction of statutory levies should be passed on to the purchaser.

c) Payment of Excise Duty & Other levies: Payment shall be subject to production of proof thereon. Further, any decrease in the payment of levies during the agreement period is to be passed on to the purchaser. **Increase in this regard will not be entertained**

d) **Regarding Form-C** : Form C and also a certificate stating that the tendered item (stores) are meant for the use of BSNL shall be provided by the purchaser on the request of the bidder as and when asked for.

22. Submission of Bills: Bills are to be submitted in triplicate to the consignee along with documents regarding remittance of Excise Duty in Invoice Form, Advance Stamped Receipts etc. 90% of the bill will be settled on receipt of goods and balance 10% after 6 months on no damage/shortages certificate. Weigh bridges bills before

Signature of the tenderer with date

and after unloading the consignment at consignee points should be enclosed. Fary test certificate is also to be enclosed.

23. Payment of bills: On receipt of the bill(s), the consignee shall inspect the item supplied personally and if necessary carry out the quality test, and after satisfying of the quality and size of the pipes as well as the correctness of the quantity will certify on the bill and send it to the office of the General Manager Telecom, Palakkad for arranging payment.

24. Refusal to accept the items supplied: In case the materials supplied are of lower quality than the specified ones, the BSNL is empowered to reject such pipes. The successful tenderer is bound to supply the new ones conforming to the required specifications. The rejected pipes should be removed by the contractor immediately at his own expenses. Supply of lower quality pipes will also be considered as sufficient reason to terminate the contract as laid down in Clause 17(i) above.

25. Every effort will be made by the BSNL for arranging payment within a reasonable period after receipt of certified bills in the office of the General Manager Telecom, Palakkad. If the contractor does not get the payment within 45 days of submission of his bill to the consignee concerned, the fact may be brought to the notice of the undersigned in writing which will take necessary action in the matter. However it is made clear that the successful tenderer will not be eligible to get any interest on the amount of the pending bills in case, the bills are held up for unavoidable reasons.

26. Release of Security Deposit: Security Deposit unless forfeited to the BSNL in part or in full will be refunded after two months from the date of settlement of final bill after expiry of the contract period and after meeting all contractual obligations.

27. Dispute and Arbitrations:

i) In the event of any question of dispute or difference arising under this tender or in connection therewith except as to matter the decision of which is specifically provided under this tender, the same shall be referred to sole arbitration of the General Manager Telecom, Palakkad or in case of his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the General Manager Telecom, Palakkad or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the GMT, Palakkad or the said officer is unable or unwilling to act as such the sole arbitrator or some other person appointed by the GMT, Palakkad or the said officer. The agreement to appoint an arbitrator will be in accordance with the arbitration and conciliation Act 1996. There will be no objection to any such appointment that the arbitrator is Govt. Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Govt. servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reasons whatsoever, such, GMT, Palakkad or the said officer shall appoint another person to act as arbitrator in accordance with terms

Signature of the tenderer with date

of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

ii) The arbitrator may from time to time with the consent of the parties enlarge the time for making and publishing the awards. Subject to aforesaid arbitration and conciliation Act 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

iii) The venue of the arbitration proceeding shall be the office of the General Manager Telecom, Palakkad or such other places as the arbitrator may decide.

28. Tender forms can be obtained from the Assistant General Manager (NWP), 2nd Floor, O/o GMT, T B Road, Palakkad - 678014 on production of cash receipt for Rs.1050/- (Rupees One Thousand and Fifty only) (Value of the form: Rs.1000/- & VAT 5%: Rs.50/-) obtained from Accounts Officer (Cash), office of the General Manager Telecom, Palakkad as in NIT. The tender form is not transferable and the cost will not be refunded on any account. **Those who have down loaded the tender document from internet should add the cost of the same (Rs.1050/-) along with the EMD.**

29. If the last date fixed for receipt of tender for opening as in NIT is declared a closed holiday, the tenders will be received on the next working day up to 1100 Hrs and opened at 1430 Hrs on the same day.

For and on behalf of the CMD BSNL

**Assistant General Manager (NWP),
For.GMT.,BSNL.,Palakkad - 678014.
Phone:0491-2546101 - Fax:0491-2546102**

Signature of the tenderer with date



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ANNEXURE - I

Tender form

Tender for supply of GI pipes as per General Manager Telecom, Palakkad
vide Tender Notice No. PLG/CP/PGT/GI PIPE TENDER/2013-14/2 Dated 29-11-2013

DECLARATION

- 1) **I/We hereby tender to supply for the CMD, BSNL , the above mentioned** description of items on Metric Tone basis and in accordance with the specification and instructions contained in the tender notice no. PLG/CP/PGT/GI PIPE TENDER/2013-14/2 Dated 29-11-2013 or as may be given by the General Manager Telecom, Palakkad or his representatives in consideration of payment being made the quantity of items supplied at the rate specified in the schedule enclosed herewith.
- 2) Should this tender be accepted, I/We agree to abide and fulfill all the terms and conditions as outlined in the tender notice and to enter into formal agreement with the BSNL in due course. Till such time, acceptance of this shall be deemed to be the contract.
- 3) The sum of Rs.183260/- (Rupees –One Lakh Eighty three Thousand Two Hundred and Sixty only) remitted by me/us as Earnest Money Deposit ,the full value of which will be absolutely forfeited to the said BSNL or his successors in office without prejudice to any other rights or remedies of the said CMD,BSNL of India or his successors in office should I/We withdraw this tender before final acceptance of the successful tender or in the event of its acceptance fail to pay the Security Deposit and to execute the agreement within the due date. I/We will not claim interest on this sum while it is in the custody of the General Manager Telecom, Palakkad.
- 4) I/We also agree that the decision of the General Manager Telecom, Palakkad regarding meaning and effects of this tender shall be final and legally binding
- 5) I/We also certify that we have read and understood all the terms and conditions set in the Tender Notice No. PLG/CP/PGT/GI PIPE TENDER/2013-14/2 Dated 29-11-2013
I/We will abide all the terms and conditions set therein.

Signature of Witness:

Signature of Tenderer with date

Name and address

Name and address

Signature of the tenderer with date



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 2ND FLOOR, , PALAKKAD-678014

ANNEXURE II

PARTICULARS OF THE TENDERER

Tender for supply of GI Pipes as per Tender Notice
 No. PLG/CP/PGT/GI PIPE TENDER/2013-14/2 Dated 29-11-2013
 Of the General Manager Telecom, Palakkad- 678014.

1. Name of the tenderer(in block letters) :
2. Postal address in full (in block letters) :
 Telephone No :
 Fax No :
3. Brand Name of the GI Pipe for which
 This tender has been submitted :
4. Whether the tenderer is manufacturer
 or authorized stockist of the item :
 (Proof/Authorization to be attached)
5. a) Income Tax Account No. of the tenderer :
 b) Income Tax return/clearance certificate :
 submitted for the last three years :
 (Copy should be attached) :
6. Date and time of opening the tender :
7. Tender shall remain open for acceptance : 90 days from the date of
 opening of tender
8. Validity of contract : One year from the date of
 acceptance of tender.
9. Particulars of remittance of EMD :

Signature of the tenderer with date

MANDATE FORM FOR TRANSFER OF PAYMENT THROUGH ELECTRONIC
CLEARANCE/ELECTRONIC FUND TRANSFER

To

The General Manager Telecom,
BSNL, Palakkad.

Sir,

Kindly pay any amount due to me/us to my/our Bank account as detailed below either by Electronic Clearance/Electronic Fund Transfer mode and oblige.

1. Name of the Bidder :
2. Name of the Bank :
3. Name of the Branch :
4. Nature of Account :
5. Account Number :
6. Bank Code (IFS Code) :
7. Address :

Date:

Signature of Bidder

(To be filled in by the Bank Authorities)

The information furnished above is correct as per our records.

Date:

Signature of Manager with Bank Seal.
(Tel. No.....)

Signed and understood by me/us

Signature of contractor

Signature of the tenderer with date



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ANNEXURE-III

I, Sri. _____ having fully read and understood all the conditions of the subject contract of GI Pipe 2013-14, hereby quote the rate as hereunder for supply of GI Pipes with ISI Mark and conforming to the specification given at Clause (2) of the tender notice for loading and unloading and transportation charges for delivery at the Telecom Store yard of Palakkad SSA at Telephone Exchange Compound, Kanjikode/Alathur or wherever it may be to be specified in Purchase Order.

FINANCIAL BID

Name of the item	Basic rate per Metric tonne	Excise Duty on (2)	CST	VAT	Freight, Forwarding, Packing, Transportation, Insurance, Loading & Unloading charges	Other levies (Such as Insp.Fee etc)	Total
(1)	(2)	(3)	(4)		(5)	(6)	(7)
50MM Dia medium class							

(Rupees -----)

Signature of Tenderer :
Name & Address :

Signature of the tenderer with date

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Tender Number PLG/CP/PGT/GI PIPE TENDER/2013-14/2 Dated 29-11-2013

Subject: Authorisation for attending bid opening on _____ (date) in
the tender of _____

Following persons are hereby authorised to attend the bid opening for the
tender mentioned above on behalf of _____
(Bidder) in order of preference given below.

Order of Preference	Name	Specimen Signatures
---------------------	------	---------------------

I

II

Alternate
Representative

Signatures of bidder

Or

Person authorised to sign the bid documents on behalf of the bidder.

No.

1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorisation as prescribed above is not received.

Signature of the tenderer with date

Certificate of No Near Relatives in BSNL

I.....S/o.....

hereby certify that none of any relative(s) as defined in the tender document is/are employed in BSNL unit as per details given in tender document. In case at any stage it is found that the information given by me is false/incorrect,BSNL shall have the absolute right to take any action as deemed fit/without any prior intimation to me.

Signature of Tenderer :
Name & Address :

Signature of the tenderer with date



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ANNEXURE-IV

REQUISITION FOR REFUND OF EMD

From

To

The General Manager Telecom District,
Palakkad.

Sir,

Sub: Tender for supply of GI Pipes

Ref: 1). GMT Palakkad Tender Notice No. PLG/CP/PGT/GI PIPE TENDER/2013-14/2

Dated 29-11-2013.

2). Our Tender dated.....

In case our tender for supply of GI Pipes submitted in response to the tender notice cited is not accepted by BSNL-Palakkad, the Earnest Money Deposit remitted by us may please be refunded at the earliest. An advance stamped receipt for the amount is enclosed herewith.

Yours faithfully

Advance Stamped Receipt.

Received an amount of Rs.-----/-. (Rupees ----- only) from the Accounts Officer (Cash), Office of the GMT, Palakkad towards refund of the EMD remitted by me/us along with the tender for the supply of GI Pipes submitted in response to the tender notification No. PLG/CP/PGT/GI PIPE TENDER/2013-14/2 Dated 29-11-2013.

Date:

Signature:

Name & Address.

Signature of the tenderer with date



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ANNEXURE V

CHECKLIST FOR DOCUMENTS TO BE ENCLOSED ALONG WITH THE TENDER

1. ALL PAGES OF THE TENDER DOCUMENT SHOULD BE SIGNED
2. PARTICULARS OF EMD (For internet downloading tender form, the additional cost of Rs.----/- to be enclosed)
3. PROOF OF MANUFACTURER/AUTHORISED STOCK HOLDER
4. FINANCIAL BID ENCLOSED YES/NO
5. TENDERER PROFILE ENCLOSED YES/NO
6. APPLICATION FOR REFUND OF EMD ALONG WITH ADVANCE STAMPED RECEIPT
7. COPY OF CURRENT IT RETURNS/PAN CARD FILED
8. COPY OF VALID REGISTRATION WITH NSIC IF APPLICABLE
- 9, PAN/GIR No:
10. ED registration No, if ED is applicable
11. Duly completed formats viz., Declaration, Rate schedule, No relation Certificate.

Signature of the tenderer with date