

# **NATIONAL FERTILIZERS LIMITED**

(A Govt. of India Undertaking)
Naya Nangal(Punjab)-140126 India
Materials Department

Phone-+91-9464966819; Fax- 01887-220541

Email: ranjits@nfl.co.in,tilak@nfl.co.in

#### ATC- SE/2024/4

Sr.	Material	Description of Material	UoM	Qty.	Vendor
No.	Code				Confirmation (Yes/
					No/remarks)
1	15200161	STREET LIGHT STEEL POLES WITH SINGLE	NO	60	
		ARM LIGHT FITTING BRACKET & JUCTION			
		BOX ALONG WITH PAINTING; HEIGHT 7			
		MTRS FROM GROUND (BOTTOM: 2.25MTR;			
		TOP:4.75MTR); OUTER DIAMETER			
		(BOTTOM: 114.3MM; TOP:88.9MM)			

Note: - .Party shall furnish DIAMENTIONAL DRWING for approval within 15 days from the date of PO.

## **Other Terms and Conditions**

- 1. Offers not submitted as per instructions are liable to be rejected.
- 2. The prices should be on FOR NFL Nangal basis.
- 3. Rates must be quoted in the UOM "Unit Of Measurement" as per our ATC.

#### 4. **PAYMENT TERMS**:

**No Advance Payment shall be made**. 100% payment of material supplied will be made within 30 days subject to receipt, acceptance of material at our site.

<u>Mode of Payment</u>: Through NEFT/RTGS by way of Electronic Fund Transfer (EFT). We have our account with State Bank of India (SBI), Naya Nangal, who has Electronic Fund Transfer (EFT) facility, in its Naya Nangal branch and some other important branches. In case, you have your account with SBI, in a branch having EFT facility, you may inform your bank account no., name and place of branch and branch code no., so that your payment can be released through EFT.

<u>Any Bank Charges</u> for this facility of direct credit by State Bank of India, to their bank account will be borne by the party/ tenderer.

- 5. Complete specifications of the Stores offered together with manufacturer's name brand, etc., of each of the item must be given in the quotations and descriptive literature and samples (wherever necessary or required) should be sent along with the quotations.
- 6. <u>VALIDITY</u>: Price and delivery quoted by you must be firm and valid for a minimum period of 120 days from the due date of opening of Price Bid quotation
- 7. The tenderer shall quote the price strictly as per the **Price Bid Format**. Parties should quote one rate for specific quantity quoted by them. Tenders with quotation of different rate for different quantities shall be rejected without any further reference. All the columns of Price Bid must be filled in properly.

#### 8. <u>DELIVERIES/LIQUIDATED DAMAGES</u>:

#### Bidder shall quote the minimum guaranteed delivery period.

It shall be obligatory on the part of suppliers to adhere strictly to the deliveries quoted and accepted by us in our orders. In case of delay in supplies/installation & Commissioning, unless extension of delivery has been granted by us on application by the suppliers, we may at our option either

- (i) recover liquidated damages from supplier at a sum equal to ½% per week or part thereof of the value of stores not delivered subject to a maximum of 5% of the value of the order, or
- (ii) purchase elsewhere on account and at the risk and cost of the suppliers the stores not delivered or
- (iii) cancel the contract without prejudice to our rights under (i) & (ii) above.

(The same clause will be applicable in case of delay in Installation & Commissioning of material)

- 9. Quotations must be legible, clear and free from overwriting/erosions. You should sign on all cuttings/over writings. Incomplete quotations are liable to be summarily rejected.
- 10. We reserve the right to accept or reject any quotation in full or in part without assigning any reason thereof. We also reserve the right to split and place order on more than one supplier
- 11. NFL will have the right to issue addendum to tender documents to clarify, amend, modify, supplement or delete any of the conditions, clauses or items stated. Addendum so issued will form part of original invitation to tender
- 12. NFL reserves the right to postpone the tender opening date and/or time and will intimate all the tenderers well in time, of such postponement along with notice of revised opening date and time
- 13. One person will be allowed to represent only one company during discussions/negotiations with NFL. If same person is representing different companies with authorization letter from more than one company, such person will be allowed to represent only the first company called for negotiations.
- 14. Bidders may ensure that tender documents/offer has been signed by appropriate/authorized representative of the Company. Withdrawal of offer/non acceptance of orders placed based on offers submitted by bidder's on their letter head; will not be allowed on the grounds that offer was not signed by authorized person.

- 15. The prospective tenderers having any common partners/Directors/ Managing partners, etc. or having any other common criteria shall be considered as Sister/Group/Associates company. In such cases, only one of them will be eligible for participating in the tender.
- 16. In case, due to some unforeseen circumstances, the date of receiving/ opening of the tender happen to be a holiday/ closed day, the tender will be received and opened on the next tender opening working day.
- 17. If a tenderer resorts to any frivolous, malicious or baseless complaints/ allegations with intent to hamper or delay the tendering process or resorts to canvassing/ rigging/ influencing the tendering process, NFL reserves the right to debar such tenderer from participation in the present/ future tenders up to a period of 2 years."
- 18. It shall be certified by the tenderer that none of the NFL employee is related to owners/directors. (In case any relative is working in NFL, furnish details separately). It shall also be certified by the tenderer that none of NFL's ex-employee is employed with them. (In case any ex-employee of NFL is employed, furnish details separately). It shall be certified by the tenderer that none of blood relation of the owners/directors is participating in this tender in the name of other firm.
- 19. Subsequent to an order being placed against your quotation, received in response to this 'enquiry', if it is found that the materials supplied are not of the right quality or not in accordance with our specifications (required by us) or received in damaged or broken conditions, not satisfactory owing to any reason of which we shall be the sole judge, we shall be entitled to reject the materials, cancel the contract and buy our requirement from the open market/other sources and recover the loss, if any, from the supplier reserving to ourselves the right to forfeit the security deposit, furnished by the supplier against the contract. The supplier will make his own arrangements to remove the rejected materials within a fortnight of instruction to do so. Thereafter, materials will lie entirely at the supplier's risk and responsibility and storage charges, along with any other charges applicable, will be recoverable from the supplier.
- 20. Force majeure: Neither party will be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract, where such failure is caused due to war, rebellion, mutiny, civil commotion, fire, riots, earthquake, drought, flood crop failure, or Act of God or due to any restraint or regulation of the State or Central Government or a local authority/authorities, provided a notice of such occurrence is given to the other party in writing within 10 days from the date of occurrence of the force majeure condition, furnishing therewith a documentary evidence supporting the invoking of the force majeure clause. On cessation of the force majeure, the party invoking force majeure will inform the other party of the period for which the force majeure condition continued and will also give documentary evidence there of this effect.
- 21. In all cases of disputes, the decision of National Fertilizers Limited shall be final. Failing this, the matter will be referred to the Arbitration in accordance with the Indian Arbitration Act and amendments thereof.

### 22. **ARBITRATION**:

The contract shall be governed by and construed in accordance with the laws of India.

#### For Indian Parties:

(a) "Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be resolved amicably though negotiations by the Parties. A "Notice of Dispute" shall be given by the party seeking resolution of a dispute to other party. If the dispute is not resolved within Thirty (30) days from the notice, the dispute shall be referred to arbitration as per the procedure mentioned herein below:

A written notice shall be given by the contractor invoking arbitration to National Fertilizers Limited through designated Authority.

Where the claim including determination of interest, if any, being claimed upto the date of commencement of arbitration does not exceed Rs. Five Crore, the reference shall be made to a sole arbitrator. The parties shall mutually agree on the name of sole arbitrator. In case of disagreement upon the name of the sole arbitrator, the appointment of Sole Arbitrator shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

Where the claim including determination of interest, if any, being claimed, upto the date of commencement of arbitration exceeds Rs. Five Crore, the reference shall be made to arbitral tribunal consisting of three arbitrators. Each party shall nominate one arbitrator each within 30 days from the date of receipt of notice of invocation of arbitration and two nominated arbitrators shall appoint the presiding arbitrator within 30 days thereafter. If a Party to the dispute refuses or neglects to nominate an arbitrator on its behalf within the period specified, or the two arbitrators fails to nominate Presiding arbitrator, appointment of Arbitrators(s) shall be done in accordance with the provisions of Arbitration & Conciliation Act, 1996.

The Arbitration proceeding shall be governed by the Arbitration & Conciliation Act 1996 and any further statutory modification or re-enactment thereof and the rules made there under.

It is agreed by and between the parties that in case a reference is made to the Arbitrator for the purpose of resolving the disputes/ differences arising out of the contract by and between the parties hereto the Arbitrator shall not award interest on the awarded amount more than the rate SBI PLR/Base Rate applicable to NFL on date of award of contract.

#### The seat and venue of arbitration shall be Nangal Unit.

The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the arbitral tribunal. The decision of the arbitral tribunal shall be final and binding on all parties."

This Contract/LOI/NIT shall be governed by and construed in accordance with the Laws of India."

#### For CPSEs and Government Department:

(b) All commercial disputes between CPSEs inter se and CPSE(s) and Govt Department(s) Organization(s) shall be settled through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as provided vide DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018 and DPE-GM-05/0003/2019-FTS-10937 Dated 20.02.2020. Following clause in all commercial contracts between CPSEs inter se and CPSEs and Government Departments/ Organizations shall be included as under:

"In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (Other than those related to taxation), such dispute or difference shall be taken up by either

party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013- DPE(GM)/FTS-1835 dated: 22-05-2018".

23. **JURISDICTION**: All actions at law or suits arising out of or in connection with this contract or the subject matter thereof will be instituted in a court situated at Nangal Court in Ropar District of Punjab.

### **Special Terms and Conditions:**

- 1. No enhancement of rates will be allowed once the quotation is accepted and the order is placed. Withdrawal from the quotation after its acceptance will entail forfeiture of earnest money, if any, and/or risk purchase without prejudice of our rights of legal remedies.
- 2. <u>DURATION OF THE PURCHASE ORDER</u>:- Order will be valid till execution/ supply of full quantity as per order and rate will be firm.
- 3. <u>EARNEST MONEY DEPOSIT (EMD):</u> Tenders can be submitted EMD of Rs. 15,000/- (Rupees Fifteen Thousand Only) in the form of :
  - i) E-transfer in NFL account through RTGS/NEFT.
    Our Bank account details are as under:-

Bank Name: State Bank of India, Naya Nangal

Account No.: 011070992603 (Cash credit A/c)

IFS Code : SBIN0000689

MICR: 140002304

Tenderers shall intimate Name and Complete Address of the Depositor i.e. Name of the Company/Firm, Deposited Amount, Nature of Deposit and NIT Number immediately after remittance to our F&A Dept. through Email (Email ID: <a href="mailto:sunitak@nfl.co.in">sunitak@nfl.co.in</a>) with co to <a href="mailto:tilak@nfl.co.in">tilak@nfl.co.in</a> for proper accounting of deposited amount

or

- ii) Bank Guarantee in the prescribed format from any scheduled Bank excluding Gramin/Co-op Banks. The BG should be valid for a period of minimum 3 months and the party should give an undertaking for extension of the validity of the BG in case the same is desired by NFL. (Annexure-Bid Security (EMD) Performa)Supplier/Contractor may be instructed specially to inform the UTR No. with Name of supplier in order to have hassle free transaction details.
- iii) The Bank Guarantee should be submitted by your Bank directly to NFL in a sealed cover and not through supplier at following address:

CHIEF.MGR.(Mtls.)
NATIONAL FERTILIZERS LIMITED
NANGAL UNIT-140126
DISTT. ROOPNAGAR-PUNJAB

In case EMD/ SD or PBG submitted through NEFT/RTGS, URN No. for the same mention in the offer. Cheque shall not be accepted in any case. No interest shall be payable on Earnest Money Deposit.

- 1.1 Forfeited of EMD: Earnest money will be forfeited at the sole discretion of NFL, in case tenderer after opening of tender, either wholly or in part, refuse to accept the Purchase Order or changes any of the conditions of the tender or changes the quoted rates and/or terms and conditions of the tender within validity period. If the successful tenderer does not deposit the security as stipulated in the Purchase Order, EMD will be forfeited without further reference.
- 1.2 Earnest Money deposit of the unsuccessful tenderers will be returned as early as possible after finalization of the tender.
- 1.3 Earnest Money Deposit will not carry any interest.
- 1.4 The tenders submitted without Earnest Money Deposit may be summarily rejected without any further reference.
- 4. <u>SECURITY DEPOSIT:</u> To be submitted @10% of the Basic Order Value within 15 days from the date receipt of Order in the form of :
  - i) E-transfer in NFL account through RTGS/NEFT.
    Our Bank account details are as under: -

Bank Name: State Bank of India, Naya Nangal

Account No: 011070992603 (Cash credit A/c)

IFS Code : SBIN0000689

MICR: 140002304

<del>Or</del>

- ii) Bank Guarantee in the prescribed format specified by NFL as per (Annexure) enclosed from any of the scheduled Bank excluding Garmin/Co-op Banks in the format against the Security Deposit for the faithful and proper fulfilment of the contract. The BG should be valid for the Delivery Period plus Guarantee/Warranty Period plus 3 months claim period.
- **iii)** The Bank Guarantee should be submitted by your Bank directly to NFL in a sealed cover and not through supplier at following address:

CHIEF.MGR.(Mtls.)
NATIONAL FERTILIZERS LIMITED
NANGAL UNIT-140126; DISTT. ROOPNAGAR; PUNJAB

In case EMD/ SD or PBG submitted through NEFT/RTGS, URN No. for the same mention in the offer. Cheque shall not be accepted in any case. No interest shall be payable on Earnest Money Deposit.

1.1 The successful tenderer shall be required to furnish non-interest bearing Security Deposit @ 10% of the Basic Value of the Order after adjusting EMD (if already submitted) within 15

days from the date receipt of order in the form of e-transfer/Bank Guarantee from nationalized/scheduled bank excluding rural & co-operative bank covering delivery period plus 3 months claim period. Bank guarantee must be directly sent by your banker to NFL. URN No. for the same may be mentioned in the offer.

- 1.2 The Security Deposit-Cum PBG submitted by you shall be converted into Performance Bank Guarantee which will remain valid till delivery period plus Guarantee/Warranty period plus 3 months claim period. Bank Guarantee must be directly sent by your banker to NFL.
- 1.3 The **Security Deposit** will be retained by NFL during the currency of contract or till settlement of all the accounts thereof, whichever is later. In case any dispute or difference not settled within the validity of Bank Guarantee, tenderer will arrange to get the Bank Guarantee extended as asked for by NFL, else NFL, at its sole discretion may call upon the Bank to pay the whole or part of the amount of Bank Guarantee.
- 1.4 The above deposit will be deemed to be security for the faithful performance of the contract and for the purpose of Section 74 of the Indian Contract Act, 1872 and for the extension of that section. In the event of any breach of any terms and conditions of the contract, NFL will have the right to encash the Bank Guarantee/ Security Deposit either the whole or part of value of Bank Guarantee or Security Deposit and tenderer will make good the value of Bank Guarantee/ Security Deposit to the extent of the amount so drawn within 15 days of receipt of intimation from NFL to this effect.
- 1.5 The amount so drawn will not in any way effect any remedy to which NFL may otherwise be entitled or any liability incurred by tenderer under the contract or any law for the time being in force relating thereto or bearing thereupon.
- 1.6 In the event of the forfeiture of whole or part of the **Security Deposit**, the tenderer will deposit further sum/sums, so as to maintain the full **Security Deposit** amount.
- 1.7 The Security Deposit will be refunded after contract has been successfully completed. It will be lawful for NFL, if any difference or dispute is likely to exist, to defer payment of the Security Deposit or any portion thereof which may be due for release until such difference and dispute had been finally settled or adjusted.

The Security Deposit will not carry any interest

Note: The party shall also arrange confirmation of Bank Guarantee for EMD & SD (including all amendments) by their issuing bank through SFMS mode directly to the NFL Banker i.e. ICICI Bank Ltd., K1, Senior Mall, Sector-18, Noida, UP,201301, IFSC Code ICI0000031, as per following details:-

IFN 760 COV for issuance of bank guarantee.
IFN 767 COV for amendment of bank guarantee.
Issuing bank shall mention NFL beneficiary code as "NFLNATIONAL04022015' in filed 7037 COV / IFN 767 COV".

- 5. Tenderers must also mention their GST Regn. No. & HSN Code No. of item in the quotation.
- 6. No escalation will be allowed due to any increase in GST in case of extension sought by the parties beyond stipulated delivery period.

- 7. Supplier will submit Material Test Certificate along with dispatch documents at NO EXTRA COST to NFL if applicable.
  - 8. <u>WEIGHMENT OF MATERIAL</u> Weighment at weigh-bridge/weighing machine of NFL will be final and binding on the supplier.
- 9. **TRANSIT INSURANCE**, Transit Insurance will be arranged by supplier at his cost as GeM procedure.
- 10. The seller shall not assign or sublet the contract or any part thereof or assign any rights or delegate any obligation there under without prior consent of NFL.
- 11. The supplier shall indemnify and legally protect NFL and/or its employees against all claims, actions, proceedings, demands, costs, expenses, causes of action or suits arising out of incidental to and/or consequent upon the services provided by the seller under the contract or due to the failure of the seller in performance of his/its obligations under the contract.

If the NFL is called upon to make any payments as aforesaid due to any act or omission or failing of the seller, NFL shall be entitled to recover the said amount from any security or other guarantee available with the NFL under the contract.

12. The seller shall comply with all Central/State Laws as well as the rules, regulations, by-laws as may be in force, from time to time. Any failure on their count on the part of the seller and the consequence thereof shall be solely on account of the seller. Liability, if any, under this head shall be solely borne and paid for by the seller.

#### 13. **CLEAR UNDERSTANDING:**

When a tenderer submits his tender in response to this tender document, he will be deemed to have understood fully all requirements, terms and conditions. No request will be entertained on a pretext that the tenderer did not have a clear idea on any particular point and/or a clause of the tender.

- 14. In case the manufacturer want to quote through their authorized dealer/distributor then authorization certificate from the manufacturer is required. For participation in the Tender, Tender specific approval is required from manufacturer and authorized dealer/distributor shall confirm that materials will be supplied by them from Prime source, in case order is bagged by them
- 15. ANY EXCEPTIONS/DEVIATIONS TO THE ATC SHALL BE SPECIFICALLY STATED.
- 16. <u>Any Other Comment / Information /Remarks</u>: No Deviation to the terms & conditions is allowed. The offer with any condition / deviations may be rejected at Sole option of NFL. However Vendor may offer comments or deviations if any.
- 17. You must specifically confirm each clause of this ATC. In case, you do not comment on any of the clauses, we shall presume that the same has been accepted by you unconditionally. Deviation, if any, must be mentioned explicitly. However, in case of any deviation from our above said terms & conditions, we reserve our right either to ignore your offer or load the same suitably at our sole discretion.

- 18. Whenever the bidder is silent about the acceptance of ATC conditions such as Bank Guarantee, Warranty Period, Liquidated Damages etc., (as applicable in the Tender) it shall be presumed that the bidder has accepted ATC conditions and no further correspondence seeking specific confirmation about acceptance of these conditions shall be made.
- 19. Party to mention full contact details (Such as Name of the Contact Person, Mob. / Phone, e-mail etc.)
- 20. **MSMED ACT:** In case you are registered as MICRO, SMALL or MEDIUM Enterprise under 'The Macro, Small & Medium Enterprise Development Act, 2006 (MSMED Act)' promulgated by Government of India latest Notifications. **MSE Policy shall be applicable.**
- 21. Make in India Policy: Bidders seeking benefits under Purchase Preference to Make in India (linked with local content) under provisions of Provisions of Public Procurement (Preference to make in India) order 2017 (Latest notification shall be applicable)

  Bidder shall be required to submit certification regarding compliance with this order on their Letter
- 22. Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 as per office IOM

no. 6/18/2019-PPD dated 23rd July 2020 & 8th Feb,2021 shall be applicable:

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 Competent Authority.

Bidder shall be required to submit certification regarding compliance with this order on their Letter Head as per **Annexure-Z** enclosed alongwith offer.

#### 23. GUARANTEE/WARRANTY CERTIFICATE:

Head as per Annexure-Y enclosed alongwith offer.

"Parties have to furnish a Guarantee / Warranty Certificate for your products against defective material / bad workmanship for a period of 12 months from the date of commissioning or 18 months from the date of dispatch, whichever is earlier. In case the material fails during the above Guarantee period due to defective material or bad workmanship, you will have to replace the same free of cost. Certificate must accompany the dispatch documents".

#### TECHNO-COMMERCIAL BID TEMPLATE

(May please upload Technical Bid under ".rar" Document)	
NFL Nangal Case Ref. No.	
e.Tender ID No.	
Quotation No. & Date	
Name of Bidder & Complete Address:	
Vendor's Contact Details: Vendor may furnish E-Mail Id, Telephone / Mobile No. etc.	
alongwith complete Name & Address details of the firm for Clarifications / Placement of	
<mark>Order</mark> .	

	NFL Requirement as per NIT				
Material Code.	Description of Material	Oty.	UOM	Agreed, Please Comment)	
1520161	STREET LIGHT STEEL POLES WITH SINGLE ARM LIGHT FITTING BRACKET & JUCTION BOX ALONG WITH PAINTING; HEIGHT 7 MTRS FROM GROUND (BOTTOM: 2.25MTR; TOP:4.75MTR); OUTER DIAMETER (BOTTOM: 114.3MM; TOP:88.9MM)	60	NO		
NOTE;					
(i) Submission of Drawing for appl.	Party shall furnish drawing for approval within 1 date of PO.	5 days f	rom the		
(ii) Type of Tender	SINGLE PART BID				
(vi) Earnest Money Deposit (EMD)  (vi) Security Deposit	RTGS/NEFT/BG(detailed as per NIT Clause Noterms and conditions)  (Exemption to MSE Vendors to submit EMD, a submitting of valid MSE Registration Certificate offer)  Incase EMD/SD submitted through NEFT/RTG the same may be mentioned  In case of order, the tenderer shall be require non-interest bearing SD @ 10% of the Basic Order after adjusting EMD (if already submit days from the date of receipt of order.	on to MSE Vendors to submit EMD, against and of valid MSE Registration Certificate alongwith MD/SD submitted through NEFT/RTGS, URN. No for may be mentioned af order, the tenderer shall be required to furnish test bearing SD @ 10% of the Basic Value of the ter adjusting EMD (if already_submitted) within 15			
	(Detailed as per NIT Clause No. 4 of Special to conditions). Incase EMD/SD submitted through NEFT/RTG the same may be mentioned				
<mark>(iii)</mark>	No Advance Payment shall be made.				
Payment Terms	100% payment of material supplied will be made within 30 days subject to receipt, acceptance of material at our site.				
(iv) Guarantee/Warranty Clause Compliance	You shall have to submit Guarantee / Warra per clause no 23 of ATC	nty Cer	tificate	6	

	(V) Are you registered under TReDS (Trade Receivable electronic Discounting System approved by RBI)-Applicable for Micro, Sma and Medium Enterprises	<ul> <li>No</li> <li>Yes, RXIL/A-Treds/M1Xchange</li> <li>Registration Number- (tick agency with whom you are register along with registration No)</li> </ul>		
2		Price and delivery quoted by you must be firm and valid for a minimum period of 12 <b>0 days</b> from the date of Opening of Quotation.		
3	Complete Bank Details	Please mention your Complete Bank details and upload copy of cancelled cheque.		
4	Transit Insurance	The rates should be inclusive of transit insurance from Despatch Station to our warehouse.		
5	Price Basis	Please confirm that quoted prices are on FOR Basis. (Please do not comment 'Agreed' against this column) OR		
6		Vendor to confirm that Total Landed Rate including Transportation Charges will remain firm till the complete execution of the Order.  No revision in rates allowed except for any increase/decrease in rates of statutory levies and duties such as GST etc.		
7	Delivery Period	Vendor shall quote/mention Minimum Shortest Delivery		
	Period specifically in Weeks/ Months.			
	Please do not comment 'Confirmed/Agreed' against			
		column.		
8	Liquidated Damages for Delay in Supply <del>and</del> <del>Delay in Installation &amp;</del> <del>Commissioning of</del> <del>Material.</del>	1/2 % per week subject to Maximum 5 % of Delivery Order Value/ <del>value of Installation &amp; Comm</del> .		
9	GST Rate	Tenderer to confirm rate of GST (%), if applicable.		
10	GST No.	Bidder to mention here complete GST No.		
11	HSN Code	Please, indicate HSN Code of the Item(s)		
12		Whether registered under MSMED Act, 2006. If YES, state the category i.e. Micro/ Small/ Medium Enterprises.  MSE Policy shall be applicable.		

13	Relationship  Black-listing/ Delisting	<ul> <li>It shall be certified by the tenderer that None of NFL Employee is related to Owner / Director of Firm.</li> <li>It shall be certified by the tenderer that None of ExEmployee of NFL is employed with vendor Firm.</li> <li>It shall be certified by the tenderer that none of blood relation of the owners/directors is participating in this tender in the name of other firm.</li> <li>Vendor to confirm that they have not been delisted/ black-listed in any Unit of NFL.</li> </ul>	
15	The tenderer should be a Manufacturer or an authorized dealer of manufacturer	In case the manufacturer want to quote through their authorized dealer/distributor then authorization certificate from the manufacturer is required. For participation in the Tender, Tender specific approval is required from manufacturer and authorized dealer/distributor shall confirm that materials will be supplied by them from Prime source, in case order is bagged by them.	
16	/Information/Remarks	No Deviation to the terms & conditions of NIT is allowed. The offer with any condition/deviations is liable to be rejected at Sole option of NFL. However Vendor may offer comment, if any.	
17	MAKE IN INDIA	Bidders seeking benefits under Purchase Preference to Make in India (linked with local content) under provisions of Provisions of Public Procurement (Preference to make in India) order 2017 notified vide order no. P- 45021/2/2017 BE-II dated 15" June 2017 Revision (Amended on 04.06.2020) of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP)	
		The 'Class-I local supplier'/'Class-II Local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I Local supplier'/'Class-II Local supplier', as the case may be. They shall also give details of the locations (s) at which the local value addition is made.	
	i	The 'Class-I local supplier = The minimum Local content equal or more than =50% Indicate percentage of local content and provide self-certification	
		The 'Class-II local supplier = The minimum Local content equal or more than 20% but less than =50% Indicate percentage of local content and provide self-certification	
	iii	Non-Local Supplier- Means a supplier or service provider, whose goods, services or work offered for procurement, has local content less than 20%, Indicate percentage of local content and provide self-certification.	

18	MSME/MAKE IN INDIA CLAUSES	MSME / MAKE IN INDIA POLICY WILL BE APPLICABLE AS PER GOVT. NORMS FROM TIME TO TIME CHANGE.	
19	Specifications of materials	Vendor to confirm that their quoted material will be as per our NIT Specifications.	
20	Acceptance of NIT Terms & Conditions and uploading of complete Set of Tender Enquiry	Vendor will confirm their acceptance to the Terms and Conditions of the NIT without any deviation and upload a complete set of Tender Enquiry duly signed and stamped on each and every page as token of acceptance of terms and conditions.	
21		Kindly confirm/submit the Certificate of Compliance along with quotation (If Applicable) vide Govt. Office Memorandum Dated: 23.07.2020 & 08.02.2021 (enclosed) as per Sr. No. 52 of General Terms & Conditions.	
22	~	If the required material is not in your supply range, then please send regret mail to tilak@nfl.co.in	

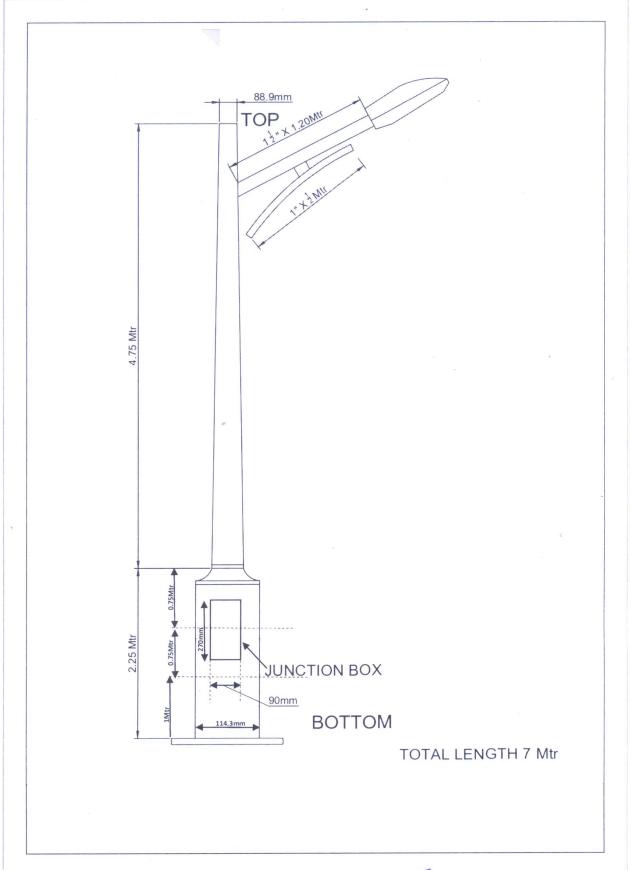
# Self-Certification Form: Make In India (Local Content) (On Company's Letter Head)

Tender Ref. No.:						
M/s National Fertilizers Limited, Nangal						
Sub: Self Certification as per clause 9(a) of Revised Public Procurement (Preference to Make in India Order, 2017of DPIIT dated:16.09.2020						
Sir,						
I						
[Factory Address] For M/s						
Authorized Signatory						
(with company seal & Name)						

# Model Clause Certificate: Public Procurement No. 1 (On Company's Letter Head)

Tender Ref. No.:				
To M/s National Fertiliz	ers Limited, Nangal			
	•	exure-III (Tenders) of FRs) 2017, dated: 23.07.2		ule
I	ha	(authorized ave read the clause reg ry which shares a land this	garding restrictions	We
country or, if from s	-	Vendor Name & addre opropriate option & cu ty.	-	
•	-	rements in this regard registration certifica	•	
For M/s				
Authorized Signator (with company seal	•			

# Annexure-I



man