



NATIONAL FERTILIZERS LIMITED

(A Govt. of India Undertaking)

Naya Nangal(Punjab)-140126 India

Materials Department

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Additional Terms and Conditions (ATC)

NFL Nangal Case Ref. No.					SPX/2024/118
Quotation No. & Date					
Name of Bidder:					
Vendor's 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 Order.					
Sr. No.	NFL Requirement				Vendors Comment (Agreed / If not Agreed, Please Comment)
1	Sr. No.	Material Code	Description of Material	UOM	Qty. Required
	i.	7705119	Sealing Compound Tube AREXONS MOTORSIL-D (In 60 gms. Packing)	NO.	20.000
	NOTE: i.		1. Party shall confirm that the supplied material will be from fresh stock not more than 3 months old from date of dispatch. 2. Vendor should provide their latest bank details (valid bank mandate/ Cancelled cheque copy/on their letter head etc.) at the time of invoice submission.		
	ACCEPTABLE MAKE		M/s BHEL and M/s Nuovo Pignone Ind.		

2	Guarantee/ Warrantee Certificates	You shall 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	
3	Offer Validity	Price quoted by you must be firm and valid for a minimum period of 120 days from the date of Opening of Quotation.	
4	Payment Terms	No Advance Payment shall be made. 100% payment shall be made within 30 days of issue of our receipt cum acceptance certificate and submission of bill. Vendor should provide their latest bank details (valid bank mandate/ Cancelled cheque copy/on their letter head etc.) at the time of invoice submission.	
5	Price Basis	Prices shall be quoted on FOR – Destination (i.e. NFL, Naya Nangal) basis including all taxes and other cost components.	
6	Packing, Forwarding and Freight Charges	It shall be inclusive in quoted rates.	
7	Firm Prices	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.	
8	Delivery Period after PO	Vendor shall quote/mention Minimum Shortest Delivery Period specifically in Weeks/ Months. Please do not comment 'Agreed' against this column.	
9	Packing of Material	Material should be properly packed to avoid any damage during transit.	
10	Liquidated Damages for Delay in Supply	1/2 % per week subject to Maximum 5 % of Delivery Order Value.	
11	GST Rate	The rate (%) of GST considered in Total Price to be mentioned by Vendor and GST amount shall be inclusive in quoted rates as per GeM.	
12	GST No.	Bidder to mention here complete GST No.	
13	HSN Code	Please, indicate HSN Code of the Item(s)	
14	Relationship	<ul style="list-style-type: none"> • It shall be certified by the tenderer that None of NFL Employee is related to Owner / Director of Firm. • It shall be certified by the tenderer that None of Ex-Employee of NFL is employed with vendor Firm. • 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. 	

15	Black-listing/ Delisting	Bidders shall give Self certification that they have not been Blacklisted/Delisting by any Government Department/Public Sector Undertaking/Co-Operative Unit. Offers of such Blacklisted/Delisted bidders shall not be considered. Please Do not mention 'Agreed' against this column, give self-certification.	
16	Dealership/ Authorization Cert.	Party to furnish a valid Dealership/ authorization Cert. from their Principal (in case offer is submitted by a dealer).	
17	Any Other Comment / Information/Remarks	No Deviation to the terms & conditions 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.	
18	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.	
19	Specifications of materials	Vendor to confirm that their quoted material will be as per our NIT Specifications.	
20	i MSMED Registration	Whether registered under MSMED Act, 2006. If YES, state the category i.e. Micro/ Small/ Medium Enterprises. (Details as per Clause No.41 under Other Terms & Conditions of NIT)	
	ii Are you registered under TReDS (Trade Receivable electronic Discounting System approved by RBI)- Applicable for Micro, Small and Medium Enterprises	<ul style="list-style-type: none"> • No • Yes, RXIL/A-Treds/M1Xchange • Registration Number- (tick agency with whom you are registered along with registration No) 	
21	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) Bidder shall be required to submit Self-Certification Form- Make In India (Local Content) on their Letter Head as per Annexure-Y enclosed alongwith offer	
22	RESTRICTION CERTIFICATION (As per Sr. No. 40 of Other Terms & Conditions of ATC)	Bidder shall be required to submit certification regarding compliance with this order on their Letter Head as per Annexure-Z enclosed alongwith offer	

Other Terms and Conditions

1. **Offers not submitted as per instructions are liable to be rejected.**
2. If the weight of the material permits dispatch by post parcel/courier, this may clearly be stated in the quotations.
3. Rates must be quoted in the UOM “**Unit Of Measurement**” as per our ATC.
4. 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.
5. **VALIDITY:** 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.
6. 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.
7. 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.
- ~~8. Tenderer must confirm that they have provided detailed break-up of landed price, i.e. amount of Basic Rate, Packing & Forwarding Charges, GST, freight, etc. have been separately shown in the price bid.~~
9. 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.
10. **DELIVERIES/LIQUIDATED DAMAGES:**
Bidder shall quote the minimum guaranteed delivery period.
 - 1.1 If the material is not delivered as per specified schedule, NFL reserves the right to either:-
 - i. In case of delay in supplies;- accept the goods at its sole NFL discretion after charging liquidated damages @ 0.5% per week or part thereof of the value of stores not delivered, subject to maximum 5% of the order value **Plus GST as applicable on LD Charges**, shall be recovered. However, we reserve our right to cancel the order and/ or purchase the material in open market on your account and at your risk in case of delay in supplies or
 - ii. Treat the delay as default of Purchase Order and forfeit security deposit, terminating the Purchase Order forthwith and taking, other action/s against the supplier, within the provisions of the Purchase Order.
11. The manufacturers, or their authorized representatives, quoting for items of machinery and equipped must state in their quotations whether they are licenced under the industries (Development & Regulations) Act, 1951 for the production of the equipment and arrangements (are) proposed for assembly and supply.

12. We reserve the right to reject the quotation in full or in part without assigning any reason thereof.
13. 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.

14. **PAYMENT TERMS:**

No Advance Payment shall be made.

100% payment shall be made within 30 days of issue of our receipt cum acceptance certificate and submission of bill.

Mode of Payment: 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 .

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

15. **GUARANTEE/WARRANTY CERTIFICATE:**

“You shall 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”.

16. Tenderers must also mention their GST Regn. No. & HSN Code No. of item in the quotation.
17. GST portion of the invoice shall be reimbursed only against submission of documentary evidence of having deposited the same. In case, supplier is a dealer, he shall have to submit the invoices issued from manufacturer for supplies on account of NFL, as evidence of having deposited the GST. In this case the GST shall be reimbursed on the basis of GST actually deposited subject to maximum of GST Amount applicable on the Basic Price contracted by NFL with the supplier.
18. No escalation will be allowed due to any increase in GST in case of extension sought by the parties beyond stipulated delivery period.
19. 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.
20. 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.
21. NFL reserves the right to accept or reject at its sole discretion any bid/ all bids in whole or part &/or except other than lowest bid without assigning any reason thereof.
22. 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.

23. 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.
24. 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.
25. 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.
26. 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.
27. **FORCE MAJEURE:**
Neither party shall be considered in default in the performance of their obligations under the contract. If such performance is prevented or delayed or restricted or inferred with by reasons of war, hostilities, revolution, rebellion, civil commotion, strike, epidemic, accident, fire, flood, earthquake, regulation or ordinance or requirement of any Government or any sub-division thereof, or authority or representative of any such Govt. or any other act whatsoever, whether similar or dissimilar to those enumerated, beyond the reasonable control of the parties hereto or because of any act of God. The party so affected, upon giving prompt notice to the other party shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period of it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance if possible and shall continue performance hereunder with utmost efforts on cessation of force majeure events. The party invoking force majeure will inform the other party of the period for which the force majeure conditions continued along with authentic documentary evidence in proof of occurrence of Force Majeure events.
- 28 **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 through 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.”

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”.

29 **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.

- 30 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.

31 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.

32 **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.

33 **PACKING OF MATERIAL:** The material should be properly packed to avoid any damage during transit.

34 Party to furnish a valid Dealership/ Authorization Certificate from their Principal (in case offer is submitted by a dealer).

35 No road permit is required in the State of Punjab.

36 **ANY EXCEPTIONS/DEVIATIONS TO THE ATC SHALL BE SPECIFICALLY STATED.**

37 **Any Other Comment / Information /Remarks:** 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.

38 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.

39 Whenever the bidder is silent about the acceptance of ATC conditions such as Bank Guarantee, Warranty Period, Liquidated Damages etc., 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.

40 "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."

41 Party to mention full contact details (Such as Name of the Contact Person, Mob. / Phone, e-mail etc.)

42 **MSMED ACT 06:**

In case you are registered as MICRO, SMALL or MEDIUM Enterprise under 'The Micro, Small & Medium Enterprise Development Act, 2006 (MSMED Act)' promulgated by Government of India and vide Notification dated 01/06/2020 or latest notifications regarding MSE.

- a) **Declaration of Udyog Adhar Memorandum (UAM) No. by the vendors on CPPP is mandatory from 01.04.2018. Vendors registered with MSME ensure that their UAM number should appear on CPPP, failing which they shall not be entitled to enjoy the benefit of Public Procurement Policy MSMEs Order, 2012.**
Vendor shall submit a copy of UAM (Udyog Aadhar Memorandum) / Relevant certificate as applicable under MSMED.
- b) **All MSE Vendors registered with CPSEs are also required to be registered on "TReDS" platform (www.rxil.in) and "MSME-SAMADHAAN" portal of M/o. MSME. as per Department of Public Enterprises office memorandum No. DPE/7(4)/2017-Fin. Dated 17.10.2018.**

However, NFL reserve the right to cancel the order (if any) and blacklist / debar a firm for a period of three years, in case, it is determined that the firm benefitted wrongly from the Public Procurement Policy.

43 PUBLIC PROCUREMENT POLICY (Under Make in India)

- 1.0 Provisions of Public Procurement (Preference to make in India) order 2017 notified vide order no.P-45021/2/2017 BE-II dated 15th June 2017 & revision **Amended on 04.06.2020 (Copy Enclosed)** of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) shall be applicable.
- 1.1 Bidders seeking benefits under Purchase Preference to Make in India (linked with local content) shall have to comply with the provisions specified under the Public Procurement (Preference to Make in India) order 2017. The salient features of which are as under:
- a) **Minimum Local Content:- The minimum local content shall ordinarily be 50%**
b) **Margin of Purchase Preference:- The margin of purchase preference shall be 20%**
- 1.2 **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.
- 1.3 In case of procurement for a value in excess of Rs. 10 crore, the local supplier shall be required to provide a certificate from Statutory Auditor or Cost Auditor of the Company (in the case of Company) or from practising Cost Accountant or practising Chartered Accountant (in respect of supplier's other than Company) giving the percentage of local content.
- 1.4 A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for Purchase Preference under this Order for procurement by any other procuring entity for the duration of the debarment.
A self-certificate to the effect that the bidder has not been debarred by any procuring entity from violation of this order should be enclosed along with techno-commercial bid.
- 2.0 In case of participation of MSEs and Make in India (local content) Vendor against the same tender, MSE Vendor will be given preference to match with L-1 bidder as per Public Procurement Policy. MSE Vendor will be evaluated with 15% purchase preference and local content vendor will be evaluated with 20% purchase preference.

- 3.0 NFL reserve the right to relax the norms on prior experience & turnover for start-ups (recognized by DIPP)/Micro & Small Enterprises (MSEs) in Public Procurement subject to their meeting of quality and technical specifications. To avail such relaxation, party shall have to submit the relevant certificate issued by concerned authority.
- 4.0 In case a bidder is eligible to seek benefit under Purchase PP-LC (Purchase Preference-linked with local content) policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against one of the two only i.e. either PP-LC or MSE policy. The option once exercised cannot be modified subsequently.
- 4.1 Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy.
- 4.2 In case a MSE bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefits available to MSE Bidders under PPP-2012. However, the exemption from furnishing Bidding Document fee and Bid Security/EMD shall continue to be available to MSE Bidders.

Bidder shall be required to submit **Self-Certification Form- Make In India (Local Content)** on their Letter Head as per **Annexure-Y** enclosed alongwith offer .

- 44 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 (**Enclosed**) 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 .

CHECKLIST

S.No	Description	Vendor Response	Remarks
1.	Party Name		
2.	Party Contact Person		
3.	Contact No. & Email ID		
4.	Bid Validity (120 days)		
5.	Delivery Period (60 days)		
6.	LD Clause Compliance (ATC)		
7.	Guarantee/Warranty Clause Compliance (ATC)		
8.	MSME Status		
9.	Type of Supplier Class-I/Class-II/Non-Local		
10.	BoQ Compliance (duly Signed & Stamped)		
11.	ATC Document Compliance (duly signed & stamped)		
12.	Payment Terms Compliance as per ATC		
13.	OEM Authorization		

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

Tender Ref. No.:

To

M/s National Fertilizers Limited, Nangal

Sub: Self Certification as per clause 9(a) of Revised Public Procurement (Preference to Make in India Order, 2017 of DPIIT dated:16.09.2020

Sir,

I.....(authorized signatory) for M/s.....a 'Class I Local Supplier' / 'Class II Local Supplier' at the time of tender, bidding or solicitation hereby confirm that the item meets the Local Content requirement for Class I Local Supplier' / 'Class II Local Supplier' (**Tick appropriate option & cut the other one**) and the Local Content percentage is.....

I also certify that the contractor M/s..... has not been debarred by any procuring entity from violation of this order.

The address is as below, where the local content/ value addition is made:
[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 Fertilizers Limited, Nangal

Sub: Model Clause Certificate as per Annexure-III (Tenders) of Restrictions under rule 144 (xi) of the General financial Rules (GFRs) 2017, dated: 23.07.2020

Sir,

I.....(authorized signatory) for
M/s..... have read the clause regarding restrictions on procurement from a contractor of a country which shares a land border with India. We certify that this contractor

M/s.....**[Vendor Name & address]** is not from such a country or, if from such a country **[Tick appropriate option & cut the other one]**, has been registered with the competent authority.

We hereby certify that we fulfil all requirements in this regard and is eligible to be considered **[attach evidence of valid registration certificate with competent authority]**.

For M/s.....

Authorized Signatory
(with company seal & Name)