



**RASHTRIYA CHEMICALS AND FERTILIZERS LIMITED**  
(A Government of India Undertaking)  
Administrative Building, A/P: Thal, Alibag-402208. Maharashtra, INDIA  
Phone: 02141 238081/238059 Fax: 02141 238081  
CIN No.: L24110MH1978GOI020185

**NOTICE INVITING TENDER FOR SUPPLY OF Lube Oil**

TENDER NO.: **AU-89212, 89149** DATED: **16<sup>th</sup> May 2026**

Website for Online bid Submission: <http://eprocure.gov.in>

**KINDLY NOTE THAT ONLY ONLINE BID WILL BE  
CONSIDERED AGAINST THIS TENDER**

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**Contacts:**

- 1) 24 x 7 Toll Free Telephonic Help Desk Number 1800-3070-2232. Mobile Nos 91-7878007972 and 91-7878007973
- 2) Mr. Gaurang Shaha (Tel:+91 2141 238580 extn 2187), e-mail: [gshaha@rcfltd.com](mailto:gshaha@rcfltd.com)
- 3) Mr. G N Warudkar (Tel: +91 2141 238580 extn 2185), e-mail: [gnwarudkar@rcfltd.com](mailto:gnwarudkar@rcfltd.com)

“This tender is issued on a limited / single / proprietary basis and is published on the Company’s web-site and CPP portal for INFORMATION only. Unsolicited bids will not be accepted in this tender. Other vendors interested in quoting in our FUTURE TENDERS for this item, may visit [www.rcfltd.com](http://www.rcfltd.com) for details of registration / prequalification.”

**THIS TENDER DOCUMENT CONTAINS:**

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**Notice Inviting Tender No.: AU-89149(HWP),89212(PHP ,THAL)**

**INSTRUCTION FOR BIDDERS**

This is a Notice Inviting Tender (NIT) for procurement of Lube Oil from OEM as per the terms & conditions stated hereinafter:

- 1.01 **Delivery:** Kindly quote delivery period, preferred delivery period is 30 days from the date of Purchase order/LOI/intimation.
- 1.02 **EARNEST MONEY DEPOSIT (EMD)** Not applicable
- 1.03 **e-Tendering Procedure:** The procurement shall be carried out through submission of online tenders only. No offer in physical form will be accepted and any such offer if received by RCF will be outright rejected. Tender documents can be downloaded from our website [www.rcfltd.com](http://www.rcfltd.com) or website of CPPP [www.eprocure.gov.in](http://www.eprocure.gov.in). Bids are to be submitted on website [www.eprocure.gov.in](http://www.eprocure.gov.in).

**Note: Terms & conditions / price clause mentioned below shall override the respective term of the General Terms & Conditions (Annexure – 1)**

The bidders should have a **valid digital signature certificate (Class-II or Class-III)** issued by any of the valid Certifying Authorities to participate in the online tender.

The bids shall be uploaded in **Single Bid System** {in electronic form only through e-tendering system on [www.eprocure.gov.in](http://www.eprocure.gov.in) website.

**A. Bids should be submitted as per following instructions only:**

**1. PART-I: TECHNO-COMMERCIAL BID** should contain following: -

**Packet:1:** Scanned copy of "Process compliance statement" (**Annexure-2**) printed on bidder's letter head with duly signed by appropriate authority.

**Packet :2:** Scanned copy of dully filled "Techno-commercial Bid" (**Annexure-3**)

~~**Packet :3:** Scanned copy of dully signed and stamped with date "Integrity Pact" (**Annexure-5**)~~

**Packet :4:** Scanned copy of GST Compliance clause pt. 1.17

**Note: e-Procurement system does not allow submission of documents after due date of tender. Incomplete form or non-submission of documents to verify details may result into rejection of your offer and no communication shall be done for submission of documents.**

**2. PART-II: PRICED BID: -**

Price Bid i.e. BOQ given with tender to be uploaded after filling all relevant information like Basic Prices, taxes & duties. The priced BOQ should be uploaded strictly as per the format available with the tender failing which the offer is liable for rejection (renaming or changing format of BOQ sheet (file) will not be accepted by system)

Kindly quote your offer on '**FOR RCF Stores, Thal** basis' only, Blank fields in uploaded BOQ sheet will indicate that the particular tax or duty is not applicable (not payable by RCF). **Landed cost** shown in the BOQ sheet is the total amount payable by RCF and **Evaluated Cost** shown in last column of BOQ sheet is the amount on which Lowest bidder will be decided.

**Vendor should quote prices in BOQ only, offers indicating rates anywhere else (scanned documents in Part-I) shall be liable for rejection.**

- 1.04 **Payment Term:** 100% payment shall be released on 30<sup>th</sup> day of supply subject to acceptance of the material against.

**Please note that RCF will not accept any payment term deviation in your offer (BOQ) and Evaluation of your offer shall be done considering 30 days payment term only**, however following option can be considered at sole description of RCF after placement of order (supplier needs to submit request letter separately after receipt of PO for early payment with deduction of discount as per following options). **Advance payment term is not acceptable and will lead to rejection of offer.**

**Early payment with discounting:** If supplier need payment before 30 days from the delivery date, then same can be released with the deduction of early payment discount @12% per annum i.e. payment on 15<sup>th</sup> day can be released with deduction of 0.5% early payment discount on total payable

amount (invoice amount). Payment against delivery can be released with the deduction of 1% early payment discount on total payable amount.

**Applicable GST shall be recovered along with early payment**

- 1.05 **Evaluation Procedure:** Kindly quote for all items else your offer may get rejected. Non-quoted spares will be loaded at the highest rate quoted by any other bidder. Evaluation shall be done strictly on the basis of Rates and taxes quoted in the BOQ only. No other charges Taxes and duties shall be paid.
- 1.06 **~~AWARD OF CONTRACT: Contract shall be awarded on overall lowest tender basis to the supplier who will be Techno-commercially qualified for all items as per NIT. If none of the bidder is qualified for all the items as per NIT, Contract shall be awarded on overall lowest tender basis to the supplier who will be Techno-commercially qualified for maximum items as per NIT.~~**
- 1.07 **Part Order Quantity: PO shall be placed on overall lowest basis. RCF reserves the right to split the tendered quantity in part or whole without assigning any reason. Preference shall be given to overall lowest bidder to match item wise lowest rates i.e. attempt shall be made to procure all the items from single source only.**
- 1.08 **Bid Validity:** The bid should be valid for a period of **90 days** from the date of opening of the tender. **Offers with less bid validity may be rejected.**
- 1.09 **Taxes & Duties:** Bidder should clearly mention all duties & taxes in price bid i.e. in BOQ sheet only. Your offer should be 'FOR RCF stores' basis only. Packing & Forwarding, Freight, Insurance & GST to be paid by RCF should be clearly mentioned in Price Bid. In case any taxes, duties are not clearly specified in price bid then it will be presumed that no such tax/levy is applicable or payable by RCF. Blank field in BOQ (Price Bid) shall be treated as 'Inclusive' in Basic Price of item.
- 1.10 **Mutually Agreed Damages (MAD):** Delivery will be the essence of contract. In case of delay in delivery for reasons not attributable to RCF, supplier shall pay agreed damages. The damages shall be calculated at the rate of 0.5% per week or part thereof for delay in supplies subject to maximum of 10% of the supply value. **(Kindly confirm about the same in BOQ)**
- 1.10.1 **Risk and Cost Purchase:** Notwithstanding the above in the event of protracted delay in delivery, RCF shall reserve the right either to cancel the contract wholly or partially and make alternative arrangement at the risk and cost of the supplier with a notice of seven days to the supplier.
- 1.11 **Statutory Variation Clause:** Any variation in statutory levies/taxes within the contractual delivery period shall be to RCF's account & beyond contractual delivery period, upward variation shall be to Supplier's account.
- 1.12 **Security Deposit (SD):** Not applicable.
- 1.13 **Guarantee/Warranty:** Not applicable.
- 1.14 **Performance Bank Guarantee:** Not applicable
- 1.15 **e-Reverse Auction:** Not applicable
- 1.16 **Please read following instructions before filling & submission of BOQ sheet.**
  1. Please note that e-procurement system accepts Microsoft Excel 97-2003 format only, any modification in file format or changing name of file will result into non-acceptance of your offer by e-Procurement System.
  2. You are requested to submit your offer on **FOR RCF Stores** basis & for **payment term 30 days credit as per NIT**. Costs which are payable extra by RCF in addition to Basic price of material should be clearly mentioned in respective white cells of BOQ sheet, blank fields/cells in BOQ sheets will be treated as 'Included in basic rate' of material.
  3. **Kindly fill data in fields of 'BOQ Sheet' as per following Instruction only:**
    - Bidders Name:** Kindly put complete name of bidding firm/company
    - Basic Price:** Kindly put the 'Basic rate per unit' e.g. Rs. 500 per Item in white cell in front of each item you want to quote.
    - Packing & Forwarding:** Kindly quote 'Packing and forwarding' charges if payable extra on total basic rate of each item, please quote in '%' of basic Rate. Example: for 2% P&F charges enter '2' in the field of P&F charges (do not enter '%' key in this field)
    - Freight Charges:** Please note that supplier will have to deliver the material up to RCF stores (FOR RCF Stores basis) and all charges including Transportation, loading & unloading of material shall be to suppliers account. If freight charges are payable extra on Basic rate, then put applicable

freight charges as per above in front of each item in '%' only. If material is to be delivered on 'to pay' basis, then mention 'door delivery charges' including loading & unloading charges in this field.

**Insurance Charges:** If insurance charges are payable extra to you (vendor) by RCF then put insurance charges in '%' in this field. If insurance is to RCF's account, then put '1' (one) in this field. Blank field will be considered as insurance charges are included in basic rate of item.

**GST:** Kindly quote 'GST' if payable extra on total basic rate of each item, please quote GST in '%' inclusive of cess. GST will be applicable on 'basic rate + Packing & forwarding charges+ Freight + Insurance'. Example: for 28% GST enter '28' in the field of GST (Do not enter '%' key in this field)

1. GST Registration Number (15 digit GSTIN). In case you have multiple business verticals in a state and having separate registration for each business vertical, GSTIN of each vertical concerned with the supply and service involved, as per the scope of NIT to be informed to RCF.
2. If supply / service provided is from multiple states, then please mention state wise GST Registration Number for each state separately.
3. If bidder is not liable to take GST registration, i.e., having turnover below threshold of Rs 20 lakhs (Rs 10 lakhs for NE & special Category States), bidders need to submit undertaking / indemnification (format will be furnished by RCF) against tax liability. Further the bidder should notify RCF within 15 days from the date of becoming liable to GST and such registration should be submitted to RCF.
4. Those bidders who have opted for Composition scheme under GST, they have to submit a declaration to RCF (format will be given by RCF) indicating their GST registration no.
5. HSN (Harmonized System of Nomenclature) code for the goods being supplied by the vendor for each item covered under this NIT has to be declared in the Technical bid (Annexure 9).
6. Services Accounting Code (SAC) for classification of services under GST for each item covered under this NIT has to be declared in the Technical bid (Annexure 9).
7. BOQ is to be filled by the bidders, indicate the following breakup:
  - a. Basic Rate (exclusive of all taxes)
  - b. other charges like packing and forwarding, freight, transit insurance, etc. if applicable.
  - c. the taxes (each tax separately) thereon separately.

**In case any taxes, duties are not clearly specified in price bid then it will be presumed that no such tax/levy is applicable or payable by RCF. Blank field in BOQ (Price Bid) shall be treated as 'Inclusive' in Basic Price of item.**

4. Please note that lowest bidder (L1) will be decided based on Total Evaluated cost shown in last column of sheet and total Landed cost is the amount payable to supplier.
5. **Please save your BOQ sheet (Price bid) without changing name and format and upload this completed BOQ sheet in Finance Envelope (Part-II).**
6. **For any queries and help please contact RCF Helpdesk Number-022-25522760 or contacts given on first page of Tender documents.**

#### **B. BENEFITS TO MICRO AND SMALL ENTERPRISES (MSEs):**

With reference to the Order of the Ministry of MSME, under the Public Procurement Policy March 2012, Micro and Small Enterprises shall be entitled for benefits, subject to terms and conditions, as under:

##### **a) Qualifying Criteria for MSEs, SC/ST vendors, WOMEN OWNED MSEs:**

- i. MSE bidders must submit registration certificates from any of the following (or any other body specified by the Ministry of MSME):
  - National Small Industries Corporation (NSIC)
  - District Industries Centres (DIC)
  - Coir Board
  - Khadi and Village Industries Commission(KVIC)

- Khadi and Village Industries Board(KVIB)
  - Directorate of Handicrafts and Handloom
  - Aadhar Udyog Memorandum
- ii. SC/ST owned enterprises (i.e. SC/ST proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies) shall additionally submit relevant SC/ST certificates issued by any of the following:
- District/Additional District Magistrate /Collector/Deputy Commissioner/ Additional Deputy Commissioner/Deputy Collector/1<sup>st</sup> Class Stipendiary Magistrate/Sub-divisional Magistrate / Taluka Magistrate / Executive Magistrate/ Extra Assistant Commissioner
  - Chief Presidency magistrate /Additional Chief Presidency magistrate /Presidency magistrate
  - Revenue Officer not below the rank of Tehsildar
  - Sub-divisional Officer of the area where the individual and/or his family normally resides
- iii. Women owned MSEs (i.e. Woman proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies) bidders must additionally submit certificate from any of the following:
- Aadhar Udyog Memorandum
  - National Small Industries Corporation (NSIC)
  - Certificate /document mentioning women as owner of MSE
- iv. The registration shall be valid as on date of placement of order. A self- attested photocopy of the relevant certificate shall be submitted as a support document.
- v. The registration must be for the items/category of items /services relevant to the tendered items/category of items/services.

(b) **Purchase Preference for MSE:**

In tenders, where the L1 (evaluated price) bidder is a non-MSE, up to 25% of the tendered quantity shall be allowed to be supplied by participating MSEs provided that the tendered quantity is divisible into two or more orders and adequate for the purpose; all qualifying bidders have agreed for acceptance of part-order quantity and participating MSE matches the L1 rate.

A share of 4% out of this 25% shall be allowed to be supplied by participating MSEs owned by Scheduled Cast/Scheduled Tribe entrepreneurs. In the case of an SC/ST owned MSE failing to participate in the tender or not meeting the tender requirements, this 4% sub-target shall be met by other participating MSEs.

A share of 3% out of this 25% shall be allowed to be supplied by participating MSEs owned by Women entrepreneurs. In the case of a Women owned MSEs failing to participate in the tender or not meeting the tender requirements, this 3% sub-target shall be met by other participating MSEs.

The above shall be subject to that the participating MSE (including SC/ST and women owned MSEs) bidders shall have quoted a price within +15% of the L1 bid price and further that they shall agree to match their quoted price with the L1 price.

In case that two or more MSEs are within the L1 +15% band, all such MSEs will be offered the opportunity to match the L1 rate and 25% of the order will be shared equally by them.

Where the MSE is SC/ST owned, they shall be exclusively awarded a share of 4% of the above 25% and Where the MSE is Women owned, they shall be exclusively awarded a share of 3% of the above 25%, in addition to equally sharing the balance 18% with other non-SC/ST MSEs.

In case of more than one SC/ST MSEs matching the L1 price, they shall equally share 4% of the order, and additionally share the balance 18% with other non-SC/ST, non-Women MSE bidders.

In case of more than one Women MSEs matching the L1 price, they shall equally share 3% of the order, and additionally share the balance 18% with other non-SC/ST, non-Women MSE bidders.

(c) **Exemption from Earnest Money Deposit (EMD)/ Tender cost for MSE:**

- i) Tenders shall be provided free of cost and tender documents are downloadable from the websites of RCF (<http://www.rcfltd.com>) and the Central Public Procurement (CPP) Portal (<http://www.eprocure.gov.in>) or can be obtained from the Office of Dy. General Manager (Purchase)/ Dy. General Manager Commercial ).
- ii) MSE units qualifying as at (a) above shall be exempt from paying EMD.
- iii) No exemption shall be allowed for the submission of Security Deposit / Performance Bank Guarantee, if applicable in the particular tender.

Note:

- i. **The above benefits shall be allowed to only manufacturing Micro and Small Enterprises and not to traders / agents for supply of material/stores. This includes the procurement of items from the list of specifically reserved 358 items for MSE as per the Policy.**
- ii. **Bidders registered under the “services” category shall not be considered for supply of material/stores.**

- iii. Bidders shall declare the Udyog Aadhar Memorandum(UAM) number on Central Public Procurement Portal(CPPP). Bidders fail to submit the Udyog Aadhar Memorandum(UAM) number shall not be able to avail the benefits available to MSEs contained in Public Procurement Policy for MSEs order,2012 issued by MSME as per PP Policy for MSMEs order 2012
- iv. Benefits under "Public Procurement (Preference to Make in India) Order, 2017" issued by DIPP and "Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012" issued by MoSME shall be applicable

**1.16 Procedure for action against an Agency in case of corrupt / fraudulent/ collusive / coercive practices and persistent poor performance / un-satisfactory performance.**

**Debarment of firms from Bidding (Holiday/De-listing/Black-listing)**

1. Debarment is classified under following two types:
  - i. In cases where debarment is proposed to be limited to only RCF, the appropriate Orders can be issued by RCF, thereby banning all its business dealing with the debarred firm.
  - ii. Where it is proposed to extend the debarment beyond the jurisdiction to RCF i.e. covering to all central Ministries/ Departments, the requisite Orders shall be issued by Department of Expenditure (DoE), Ministry of Finance (MoF).

**Definitions**

2. Firm: The term 'firm' or "bidder" has the same meaning for the purpose of these Guidelines. Which includes an individual or person, a company, a cooperative society, a Hindu undivided family and an association or body of persons, whether incorporated or not, engaged in trade of business.
  3. Allied firm: All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:
    - a. Whether the management is common;
    - b. Majority interest in the management is held by the partners or directors of banned/ suspended firm;
    - c. Substantial or majority shares are owned by the banned/suspended firm and by virtue of this it has a controlling voice.
    - d. Directly or indirectly controls, or is controlled by or is under common control with another bidder.
    - e. All successor firms will also be considered as allied firms.
  4. The terms "Banning of firm", 'suspension'. 'Black-Listing' etc. convey the same meaning as of "Debarment".
- Debarment by RCF. Limited to only RCF-**

5. Orders for Debarment of a firm(s) shall be passed by RCF, keeping in view of the following:
  - (a) A bidder or any of its successors may be debarred from participating in any procurement process for a period not exceeding two years.
  - (b) Firms Will be debarred if it is determined that the bidder has breached the code of integrity as per Rule 175 of GFRs 2017 given below-

*No official of a procuring entity or a bidder shall act in contravention of the codes which includes*

*(i) Prohibition of*

- (a) Making offer, solicitation or acceptance of bribe, reward of gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- (b) Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- (c) Any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
- (d) Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process of for personal gain.
- (e) Any financial or business transactions between the bidder any any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly
- (f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- (g) Obstruction of any investigation or auditing of a procurement process.
- (h) Making false declaration or providing false information for participation in a tender process or to secure a contract;

- (ii) *Disclosure of conflict of interest.*
- (iii) *Disclosure by the bidder of any previous transgression made in respect of the provision of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.*

- c. A Bidder can also be debarred for any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of RCF, warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide "Bid Securing Declaration" etc.
- d. It shall not be circulated to other Ministries (State as well as Centre)/ Departments/ Central Public Sector Undertaking (CPSUs)/ State Public Undertaking. It will only be applicable to all the attached/ subordinate offices of RCF.
- e. Before issuing the debarment order against a firm, it must be ensured that reasonable opportunity has been given to the concerned firm to represent against such debarment (including personal hearing. If requested by firm).
- f. Approval of CMD is required to debar the firms.
- g. CMD can issue an order for revocation of debarment before the period of debarment is over, if there is adequate justification for the same.
- h. List of debarred firms will be maintained, which will also be displayed of RCF's website for all units of RCF.
- i. Debarment is an executive function and should not be allocated to Vigilance Department.

6. Similarly, Government e-Marketplace (GeM) can also debar bidders upto two years on its portal as per their rules for GeM Portal hence these debarred firms will not be eligible to participate in RCF's tenders in GeM only.

**Debarment across All Ministries/ Department/ Other PSUs (State as well as Centre)/ Departments/ Central Public Sector Undertakings (CPSUs)/ State Public Sector Undertakings**

7. Where RCFs is of the view that business dealings with a particular firm should be banned across all the Ministries/ Departments by debarring the firm from taking part in any bidding procedure floated by RCF, then after obtaining the approval of the CMD, forward to DoE a self-contained note setting out all the facts of the case and the justification for the proposed debarment, along with all the relevant papers and documents through DoF. DoE may issue the necessary orders after satisfying itself that proposed debarment across all the Ministries/ Departments is in accordance with Rule 151 of GFRs, 2017. This scrutiny is intended to ensure uniformity of treatment in all cases. Rule 151 of GFRs. 2017 is given below-

- i. A Bidder shall be debarred if he has been convicted of an offence—(a) under the Prevention of Corruption Act, 1998; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public Procurement contract.*
- ii. (A Bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also displayed on the website of DGS&D as well as Central Public Procurement Portal.*
- iii. A Procuring process entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their debarment.*
- iv. The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.*

8. The firm will remain in suspension mode (i.e. debarred) during the intern period till the final decision taken by DoE, only in RCF.

9. Before forwarding the debarment proposal to DoE through DoF, it must be ensured that reasonable opportunity has been given to the concerned firm to represent against such debarment (Including personal hearing, if requested by firm). If DoE is of the opinion that sufficient opportunity has not been given to the firm to represent against the debarment such debarment requests received from RCF may be rejected by DoE.

10. DoE can also give additional opportunity, at their option, to firm to represent against proposed debarment. DoE can also take suo-moto action to debar the firms in certain circumstances.

11. No contract of any kind whatsoever shall be placed on the debarred firms, which will be displayed on Central Public Procurement Portal.

### **Revocation of Orders**

13. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

14. A debarment order may be revoked before the expiry of the order, by the competent authority of DoE, if it is of the opinion that disability already suffered is adequate in the circumstances of the case or for any other reason.

### **Other Provision (common to both types of debarment)**

15. No Contract of any kind whatsoever shall be placed to debarred firm including its allied firms after the issue of a debarment order by competent authority. Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender (first bid, normally called as technical bid, in case of two packet/ two stage bidding nor debarred on the date of contract. Even in the cases of risk purchase. No contract should be placed on such debarred firms.

16. If case, any debar firms has submitted the bid, the same will be ignored. In case such firm is lowest (L1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them.

17. Contracts concluded (awarded) before the issue of the debarment order shall, not be affected by the debarment Orders.

18. The Debarment shall be automatically extended to all its allied firms. In case of joint venture/ Consortium is debarred all partners will also stand debarred for the period specified in Debarment Order. The names of partners should be clearly specified in the "Debarment Order".

19. Debarment in any manner does not impact any other contractual or other legal rights of the procuring entitles.

20. The period of debarment will start from the date of issue of debarment order.

21. The Order of Debarment will indicate the reason(s) in brief that lead to debarment of the firm.

22. Ordinarily, the period of debarment should not be less than six months.

23. In case of shortage of suppliers in a particular group, such debarment may also hurt the interest of procuring entitles. In such cases, endeavor should be to pragmatically analyze the circumstances, try to reform the supplier and may get a written commitment from the supplier that its performance will improve

24. The information of each debarment case will be forwarded to DoF through Corporate technical department.

### **1.17 Tax compliance clauses related to GST**

#### **To be submitted on the letter head of the bidder**

1. Vendor/Supplier/Contractor shall submit documents related to GST Registration such as GST Registration certificate/certificates active as on date of participation in the tender and also supporting documents if the Vendor/Supplier/Contractor /Contractor is registered under Composition Scheme. If unregistered under GST, give a declaration to that effect.
2. Vendor/Supplier/Contractor shall notify the company if it ceases at any time to be registered under GST and also if obtains a new GST registration.
3. If Vendor/Supplier/Contractor is having multiple GST registrations, should intimate the company from which GSTIN invoices will be preferred.
4. Vendor/Supplier/Contractor shall submit the periodicity of filing GST returns applicable to him.
5. Vendor/Supplier/Contractor shall intimate the company about applicability of e-invoicing, SAC /HSN codes for the goods /services supplied by him along with the applicable GST rate as on date of participation in tender. If due to any subsequent amendment/notification under GST Act, there is any change in the tax rates; vendor shall update the company for the same by submitting such notification.
6. Vendor/Supplier/Contractor /Contractor shall ensure timely submission of **Invoice(s)/Bill of Supply /Receipt Voucher or any other document** as per rules/ regulations of GST Act with all required supporting document(s) within a period specified in Contracts/ LOA.
7. Vendor shall submit separate invoices for services rendered based on company's request for necessary compliance under GST as the case may be.
8. The vendor undertakes to file all required Returns, deposit taxes and details required to be submitted under GST laws & rules as per due dates prescribed. The vendor also agrees to do all things including providing invoices or other documentation in such form and detail that may be necessary to enable or assist the company to claim or verify any Input Tax Credit, set off, rebate or refund in relation to any GST payable under the Agreement entered/Work Order/Purchase Order
9. All necessary adjustment vouchers such as Credit Notes / Debit Notes for any short/excess supplies or revision in prices or for any other reason under the Contract shall be submitted to the company as per GST Act provisions.
10. Advance payments → Vendor/Supplier/Contractor should issue Receipt vouchers immediately on receipt of advance payment and subsequently issue supplies along tax invoice after adjusting advance payments as per Contractual terms and GST Act Provisions.

11. Acceptance /Deemed Acceptance of E way bill for FOR deliveries should not be construed as acceptance of the material by the company and the company reserves the right to inspect the material and rejections if any would be subsequently adjusted by the Vendor by issuing Credit note for shortages/rejections.
12. The company reserves a right to review the Vendor/ supplier invoices to ensure that they are GST compliant and in case of any discrepancy observed, the supplier shall arrange to submit tax compliant invoice, only upon which payment shall be processed.
13. Vendor/Supplier/Contractor would promptly pay GST for the supplies made to the company and would upload returns within the prescribed time as per GST Act.
14. In the event of default on his part in payment of tax and submission / uploading of monthly returns, the company is well within its powers to withhold payments, especially the tax portion, until Vendor/Supplier/Contractor corrects the default /gets the shortcomings rectified at his own cost and / or complies with the requirements of GST Act and produces satisfactory evidence to that effect or upon invoice /debit note/credit note appearing in GSTR2A of the Company on the GST portal.
15. In case GST credit is delayed/ denied to the company and reversed subsequently as per GST law, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to the company, GST amount shall be recoverable from Vendor/Supplier/Contractor along with interest levied/ leviable on the company by GST authority.
16. In the event of delay in getting ITC to the company due to reasons attributable to the Vendor/Supplier/Contractor, the company reserves the right to recover interest at 12% on the tax credit so available for the number of days the ITC was delayed. The company may recover such amount from the Security Deposit or any such Deposit / Credit Balance / future payments. Accordingly, the company will raise Invoice/Debit note on the Vendor/Supplier/Contractor.
17. In case the short coming is not rectified by the Vendor/Supplier/Contractor and the company ends up in reversal of credits and / or payments, Vendor/Supplier/Contractor is fully liable for making good all the loss including interest on the tax credit so available for the number of days the ITC was denied.
18. In case of any GST liability arising on the company under reverse charge, Vendor/Supplier/Contractor shall ensure timely submission of invoice. In case of goods such invoices should not be more than 30 days old and in case of services not more than 60 days old, so as to facilitate the company to discharge GST liability on the due dates as prescribed under GST Law. In case of any default towards discharge of GST liability under reverse charge by the company due to any lapses on account of vendor, the applicable interest/penalty etc. will be recovered from the vendor.
19. In case of receiving any notice / intimation from GST authority to the company towards non-compliance by the vendor, payments will be withheld for all outstanding bills and bills received subsequently from the vendor, till the time, necessary rectification has been carried out by the vendor and proof of the same has been submitted to the company.
20. Any late delivery i.e., delivery after the due date or delay in submission of invoices or any other delays, attracts payment of damages by the vendor / contractor as agreed mutually. It is agreed by the vendor/supplier /Contractor that such damages become recoverable by the company with applicable GST thereon.
21. In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by the company. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then the company shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by the company.
22. The company reserves the right to suspend / cancel / terminate the contract in the event of frequent / multiple / repeated defaults by the Vendor/Supplier/Contractor in complying with the requirements as per GST Law and Vendor/Supplier/Contractor shall be put under Holiday list as mentioned in the Contract.

**Signature and Seal of the tenderer**

### **1.18 PUBLIC PROCUREMENT (PREFERENCE TO MAKE IN INDIA), ORDER 2017**

**Whereas** it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

**Whereas** procurement by the Government is substantial in amount and can contribute towards this policy objective, and

**Whereas** local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with indian suppliers, increasing the participation of local employees in services and training them,

**Now therefore the following Order is issued:**

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.

2. **Definitions:** For the purpose of this Order:

'Local Content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

'Class- I local supplier' means a supplier or service provider, whose goods, services, or works offered for procurement, meets the minimum local content as prescribed for 'Class I local supplier' under this order.

'Class II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non- Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of the purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of the purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR-2017, and will also include 'turnkey works'.

3. **Eligibility of Class-I local supplier / Class-II local supplier / Non-local suppliers for different types of procurement:**

- a) In procurement of all goods, services or works in respect of which the Nodal ministry / department has communicated that there is sufficient local capacity and local competition only 'Class-I local supplier, as defined under the order shall be eligible to bid irrespective of purchase value.
- b) Only 'Class- I local supplier' and 'Class-II local supplier' as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para3(a) above, and with estimated value of purchases less than Rs.200 Crore, in accordance with Rule 161(iv) of GFR,2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.
- c) For the purpose of this order, works includes Engineering Procurement and Construction (EPC) contracts and services include system integrator (SI) contracts.

**3.A. Purchase Preference:**

- a. Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.
- b. In procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'class-II local supplier' as well as 'Non-local supplier' as per following procedure:
  - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier, the contract for full quantity will be awarded to L1.
  - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier, will be invited to match the L1 price for the remaining 50% quantity subject to Class-I local supplier's quoted price falling

within the margin of purchase preference, and contract for that quantity shall be awarded to such Class-I local supplier subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.

- c. In procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier' as per the following procedure:
  - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is a 'Class-I local supplier, the contract will be awarded to L1.
  - ii. If L1 is not from a Class-I local supplier, the lowest bidder among the Class-I local suppliers, will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such Class-I local supplier subject to matching the L1 price.
  - iii. In case such lowest eligible Class-I local supplier fails to match the L1 price, the Class-I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
- d. 'Class-II local supplier will not get purchase preference in any procurement undertaken by procuring entities.

### **3B. Applicability in tenders where contract is to be awarded to multiple bidders-**

In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the Class-I local supplier shall get purchases preference over 'Class-II local suppliers' as well as 'Non-local supplier' as per following procedure:

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I local suppliers'.
  - b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
  - c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchases preferences should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls in within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
  - d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose Quoted rates fall within 20% margin of purchase preferences, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier' does not qualify for purchase preferences because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class- I local supplier', falling within 20% margin of purchase preference, and so on.
  - e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.
4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
  5. **Minimum local content:** The local content requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier' the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class-II local supplier'. For the items,

for which Nodal Ministry/Department has not prescribed higher minimum local content notification under the order, it shall be 50% and 20% for 'Class-I local supplier'/ Class-II local supplier' respectively.

6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
  - a. 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 location at which the local value addition is made.
  - b. In cases of procurement for a value in excess of Rs. 10 crores, the Class-I local supplier' / 'Class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
  - c. Decisions on complaints relating to Implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
  - d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints.
  - e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
  - f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
  - g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
  - h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
    - The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry / Department or in some other manner;
    - On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
    - In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.
10. **Specifications in Tenders and other procurement solicitations:**
  - a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports
  - b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of

'Class-I local suppliers' / 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.

- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above
- d. Reciprocity Clause
  - i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GEM for appropriate reciprocal action.
  - ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that Nodal Ministry shall not be allowed to participate Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/Department permitting their participation.
  - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on Gem shall also necessary have the above provisions for items identified by nodal Ministry/Department.
  - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
  - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/ Departments whose procurement exceeds Rs.1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

**10.A Action for Non-compliance of the Provision of the order:** In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative dept undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter appropriate action administrative or otherwise shall be taken against erring officials of the procurement entities under relevant provisions. Intimation on all such actions shall be sent to the standing committee.

11. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
12. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
13. **Manufacture under license / technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who hold intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

**13A.** In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian Company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/ Departments shall also make special

provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,
- Reduce the minimum local content below the prescribed level; or
  - Reduce the margin of purchase preference below 20%; or
  - Exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of such order shall be provided to the standing committee and concerned Nodal Ministry / Department. The Nodal Ministry/ Department concerned will continue to have the power to vary its notification on Minimum local content.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing committee is hereby constituted with the following membership:  
Secretary, Department of Promotion of Industry and internal Trade – Chairman  
Secretary, Commerce – Member  
Secretary, Ministry of Electronics and Information Technology – Member  
Joint Secretary (Public Procurement), Department of Expenditure – Member  
Joint Secretary (DPIIT) – Member-Convenor  
The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.
17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary but not less than once in six months. The Committee
- Shall oversee the implementation of this order and issues arising therefrom, and make recommendation to Nodal Ministries and procuring entities
  - Shall annually assess and periodically monitor compliance with this Order
  - Shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
  - May require furnishing of details or returns regarding compliance with this Order and related matters
  - May, during the annual review or otherwise, assess issued, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
  - May examine cases covered by paragraph 13 above relating to manufacture under license / technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
  - May consider any other issue relating to this Order which may arise.
18. **Removal of difficulties:** Ministries / Departments and the Board of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1<sup>st</sup> January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issues of this Order

### 1.19 Trade Receivables e-Discounting System (TReDS)

As an initiative of Government of India & RBI towards Make in India, Skill India & Financial Inclusion, to provide a platform for bill discounting for MSME vendors, Rashtriya Chemicals and Fertilizers Limited (RCF) has entered into an association / agreement with following 3 (three) financial institutions:

- Receivables Exchange of India (RXIL), which is a joint-venture between National Stock Exchange and SIDBI;
- A Treds, a joint-venture between Axis Bank and Mjunction Services; and

### 3. Mynd Solution which runs M1 Exchange

Contact details are given below:

Name of Exchange	Contact Name	Contact No.	Email-id
RXIL	Mandar Hukeri	9819611681	<a href="mailto:mandar.hukeri@rxil.in">mandar.hukeri@rxil.in</a>
A Treds	Ms. Deepa Rath	9980771532	<a href="mailto:Deepa.rath@invoicemart.com">Deepa.rath@invoicemart.com</a> ;
	Mr. Hitesh Popli	9930061225	<a href="mailto:hitesh.popli@invoicemart.com">hitesh.popli@invoicemart.com</a>
M1 Exchange	Jacob Raphael V	7506197628	<a href="mailto:jacob.r@m1xchange.com">jacob.r@m1xchange.com</a>
	Nieshant Nagda	9870337378	<a href="mailto:nishant.nagda@m1xchange.com">nishant.nagda@m1xchange.com</a>

MSE vendors can register on a digital platform which connects MSME sellers and their Buyers to multiple financiers. It enables MSME sellers, under an efficient & transparent bidding mechanism, to sell their invoices to financiers, thus unlocking working capital / generating liquidity quickly, without impacting their relationship with Buyers.

#### **Benefits to MSME Seller:**

1. Timely & Cheap finance without any collateral / loan / debt and no recourse to the MSME Seller
2. MSME Seller can get payments in less than 48 hours from submitting invoice on the platform, thus improving cash flows
3. Online & transparent bidding mechanism coupled with Buyer credit profile ensures most competitive rates and significant reduction in cost of funds for MSME.
4. Funding is without recourse to Seller; thus, payment once received through Platform cannot be recalled by the Financier

#### **Steps Involved for registration at Platform:**

1. Acceptance of Offer Letter
2. One-time Submission of KYC and On-boarding documents
3. Verification of Documents by individual agencies (each of above) as per RBI guidelines
4. Execution of Agreement with by individual agencies (each of above)
5. Registering of MSME seller
6. Activation of User ID and Password for MSME seller
7. Issuance of User ID and Password to MSME seller
8. Commencement of transactions on Platform

A dedicated customer Management Team will be available for all the “TReDS Platform” by these platforms for any related queries. RCF will not entertain any queries related to any of these platforms.

A payment to be taken through “TReDS” or directly from RCF is a sole discretion of the vendor. RCF shall not intervene in the vendor’s decision to place their invoices on “TReDS” Platform or directly taking payments from RCF.

“TReDS” option shall only be given to the MSME vendors and any other vendor “NOT” registered as MSME with RCF, cannot avail this facility.

**RASHTRIYA CHEMICALS and FERTILIZERS LTD.**

(Government of India Undertaking)

**NOTICE INVITING BID****GENERAL TERMS & CONDITIONS (GTC)****1.0.00 Definition**

The term 'CONTRACT' shall mean and include the Notice Inviting Tender (NIT) the Instructions to TENDERER, the Tender, Letter of Intent accepting the tender in part of full, Special and General Terms and Conditions, Directions, and comments conveyed in writing, the Purchase Order or Work Order, and its subsequent variations if any, or any other authorized CONTRACT documents, and those general and special conditions that may be added subsequently or such other documents, drawings, specifications as may be prescribed.

1.0.01 The terms 'CONTRACTOR', shall mean the person(s), firm, company with whom, a CONTRACT has been entered into and shall be deemed to include their representatives, heir, executors and administrators, successors and permitted assignees of such person, person(s), firm or company.

1.0.02 The terms 'RCF' shall mean Rashtriya Chemicals & Fertilizers Limited having its Registered Office at 'Priyadarshini', Eastern Express Highway, Sion, Mumbai 400 022 and shall be deemed to include their successors and/or assignees, and shall include the Administrative and Executive Officers authorized to deal with all matters relating to the CONTRACT.

1.0.03 The Term 'TENDERER' shall mean the person(s), firm or company who offer(s) tender or quotation duly signed in response to the invitation to tender issued by 'RCF' and shall be deemed to include their representatives, heirs, executors and administrators, successors and permitted assignees to such person(s), firm or company.

**1.1.0 Instructions for submission of Tender**

1.1.01 Every tender shall be made out in English, Hindi or Marathi language. All other information will also be supplied by the 'TENDERER' in English, Hindi or Marathi language. Only one language will be used in the tender. In case of conflict the English version shall prevail. All amounts shall be indicated by TENDERER both in words as well as figures. Whether there is difference between prices quoted in figures, and words, corresponding amount quoted in words shall prevail.

Tenders should be free from overwriting. All corrections should be duly attested by the tenderers. Tenders should be signed by tenderer manually in long hand by person(s) who is/are legally authorized to sign on behalf of the person(s) or firm or company tendering and in case of firm/company, tender should bear its seal or stamp. The legal instrument authority

either in original or a certified copy thereof empowering the person(s) signing their tender, should accompany the tender. No oral, telephonic or telegraphic tenders or modification is in the tenders shall be considered under any circumstances.

All tenders are requested to submit their tenders STRICTLY as per the in the instructions given below. Tenders should either be submitted personally in the tender box at the Office of chief Material Manager, Purchase Section, Administrative Building, Chembur, MUMBAI-400074, INDIA, or sent by Registered Post to the same address so as to reach well in advance of the closing date and time.

The envelopes containing the tender should be superscribed with The Tender No. and Draft of opening.

**1.1.02 Submission of Tenders**

Tenders are to be submitted in quadruplicate and should be type written. Tenders are to be submitted in triple sealed covers as follows:

i. Technical part of tender

The first sealed envelope should contain all copies of technical details of the tender. The cover should be clearly marked "Technical part of tender"

ii. EMD & Unpriced Commercial part of Tender.

The second sealed envelope should contain Earnest Money Deposit and Copies of Unpriced commercial part of the tender. The cover should be clearly marked "Unpriced Commercial part of Tender"

iii. Commercial Tender with Price.

The third sealed envelope should contain all copies of the Commercial part of the tender with Price details. The cover should be clearly marked "Commercial part of tender with Prices".

1.1.03 All the three envelopes should be put into an outer envelope duly sealed. All these four envelopes should be properly superscribed with our "Tender No. and Due Date and Brief Description and the Name of the CONTRACTOR for proper identification.

**2.0.00 Clarifications**

2.0.01 In case clarifications are required on invitation to tender the Tenderer shall approach RCF in writing

well before the opening of the technical part of the tender, and RCF will provide the information required in writing. However, failure to receive any addendum or clarification shall not relieve the TENDERER of any of the obligations stipulated in the invitation to tender.

2.0.02 The invitation to tender with Annexure and all attachments will be considered to have been read, understood and accepted by the TENDERERS unless otherwise specifically stated by them in writing well before the scheduled opening of the technical part of the tender.

2.0.03 The terms and conditions as embodied in the CONTRACT shall be final and any other terms mentioned in the supplier's tender but not included in the CONTRACT shall be deemed as rejected by RCF.

### **3.0.00 Tender opening**

3.0.01 tenders will be opened in two stages

Part I – Technical & Unpriced Commercial part of the tender.

Part II – Commercial part of the tender with prices.

3.0.02 The Technical and Unpriced Commercial part of tender (part-I) will be opened on the prefixed date in the presence of TENDERERS (only public tenders) and their representatives who desire to attend the tender opening.

3.0.03 The Commercial part of tender with Prices (part-II) shall be opened in public (only public tenders) after the corresponding Technical and Unpriced Commercial part of the tender are scrutinized and possible clarifications obtained from such bidders as may be required so as to bring the tenders at part technically.

3.0.04 Based on clarification, the TENDERERS may be asked to submit if required, revised commercial part of the tender with prices (part-II).

3.0.05 Tenders will be given adequate notice regarding date and venue of public opening.

### **4.0.00 EARNEST MONEY DEPOSIT (EMD):**

EMD is to be deposited as per following instructions, EMD other than below mentioned mode shall not be considered.

ONLINE DEPOSIT: EMD to be deposited in RCF's account through payment gateway available on our website at: [www.rcfltd.com](http://www.rcfltd.com) under 'portals'-'EMD Payment' ("[Click here](#)" for EMD payment.) Submit the acknowledgement/receipt of online EMD payment along with your offer.

EMD other than above mentioned models shall be not be considered.

Government of India Undertakings & micro and Small Enterprises (MSE) shall submit relevant certificate (Refer Annexure-VII) for claiming exemption of EMD. EMD in the form of Demand Draft or any other form will not be accepted. Offers without EMD (or) valid NSIC/MSE certificate (Refer annexure-VII) are liable

to be rejected. Alternately bidder can submit the valid Vendor Registration Deposit (VRD) certificate issued by RCF for amount mentioned in instructions to bidders.

4.0.01 Any request to adjust Earnest Money Deposit out of the tender's running bills or pending payments will not be considered and the tender will be treated as without Earnest Money Deposit.

4.0.02 Tenders without Earnest Money Deposit or with the Earnest Money Deposit in a manner other than in what is mentioned above are liable to be rejected at the discretion of RCF.

### **4.0.03 Forfeiture of Earnest Money Deposit.**

If for any reason whatsoever any TENDERERS withdraws his tender at any time prior to expiry of the validity period or after issue of the Letter of Intent, Purchase Order, fails or refuses to execute the order or to furnish the Security Deposit for faithful performance of the CONTRACT within the stipulated time the amount of Earnest Money is liable to be forfeited.

### **4.0.04 Refund of Earnest Money**

Earnest Money Deposit will not carry any interest. Earnest Money Deposited by the unsuccessful tenderers will be refunded as soon as possible. Earnest Money Deposit of successful TENDERERS will be refunded after the successful TENDERERS furnishes the Security Deposit.

### **5.0.00 SECURITY DEPOSIT.**

The Security Deposit proper & timely fulfillment of the CONTRACT has to be paid by every successful TENDERERS. No exemption will be made. The scale of Security Deposit to be furnished is as under or as specified in the bid abstract sheet of the tender.

The amount of security deposit to be furnished is 10% of CONTRACT value.

The CONTRACTOR will have to give Security Deposit as specified in the bid tender in the form of either a Demand Draft in favour of Rashtriya Chemicals & fertilizers limited payable at Mumbai, or by means of a Bank Guarantee as per RCF's proforma (as Annexure-E) from any Nationalized/Scheduled Bank included in the RCF's approved list of banks for Bank Guarantees attached at Annexure-F. The Security Deposit shall be furnished to RCF, for a suitable period as prescribed by RCF in the tender. The bank Guarantee should be forwarded by the CONTRACTOR's Banker directly to RCF with the covering letter of the Bank. RCF reserves the right to insist on Security Deposit in the form of Demand Draft from any CONTRACTOR.

5.0.01 In case of foreign supply, the Bank Guarantee submitted by the foreign bank should be counter guaranteed/confirmed by State Bank of India, Commercial Branch, Swastik Chamber, Sion-Trombay

Road, Chembur, Mumbai 400 071, India. The charges of the confirmation if any will be borne by the CONTRACTOR.

5.0.02 In the event of any breach of any of the terms and conditions of the CONTRACT or the CONTRACTOR neglects, delays or fails to perform the CONTRACT, RCF shall have the right to forfeit the Security Deposit. The Security Deposit shall not bear any interest.

#### **6.0.00 PERFORMANCE GUARANTEE**

The CONTRACTOR shall provide Bank Guarantee for performance, in case of is specified in invitation to bid, equivalent to value of Security Deposit for a period of 1 months from the date of supply or -15 months from the date of installation whichever is earlier.

#### **7.0.00 VALIDITY OF TENDERS.**

All tenders should be kept valid for acceptance for 120 days from the tender closing date unless otherwise specified in the tender invitation. tenders of lesser validity period may not be considered. In case of revised commercial tenders with price (Part-II) for validity period, the date will be reckoned from the date on which revised commercial tenders with price where opened.

#### **8.0.00 TENDER INFORMATION**

tenders should include inter alia the following information.

##### **8.0.01 Technical & Unpriced commercial part of tenders (Part-I)**

###### **1. Technical Part.**

- a)- Invitation to tender No.
- b)- Scope of Supply.
- c)- Complete description of equipment/material supported by brochure, catalogue and/or other descriptive standard documents.
- d)- Completed data sheets as per the requirement of the tender .
- e)- Lay out drawings of sketched with (approximate) dimensions of equipment and indications of limits of supply.
- f)- Information on shipping weights and volume with special attention to heavy and over size package.
- g)-Itemised list of spare parts of
  - i)- Erection and commissioning
  - ii)- Two years operation.
- h)- Initial supply of spare parts will be ordered on the successful TENDERER. For further orders of spares the TENDERER shall indicate the nearest sources of supply from MUMBAI.
- i)- List of Special Maintenance tools, material fixtures and special erection tools and equipments.
- j)- TENDERER shall state name of the manufacturers proposed for every equipment item, which is not of his own manufacture.
- k)-List of similar equipments in operation indicating

there in whether visits to the plants can be Arranged.

- l)- Third party inspection programmed and scope of work.
- m)-Nature of Maintenance assistance available or offered by the TENDERER.
- n)- Nature of Erection and commissioning assistance offered by the TENDERER.
- o)- The TENDERER should undertake to give shop drawings of spare parts and main equipment to enable RCF to undertake repair and maintenance after installation at site.
- p)- A certificate that the technical tender is in total conformity with RCF's specification and if not the list of exclusions and/or deviations.
- q)- Fabrication schedule and a brief statement of activities and time estimate justifying the total delivery.

#### **II Unpriced Commercial part of tenders.**

- a)- Invitation to tender No.
- b)- Earnest Money Deposit
- c)- Terms of payment.
- d)- Guaranteed delivery period for each item
- e)- Places of manufacture with the address.
- f)- Statement that the liquidated damages or the force majeure clause of RCF and standard terms and conditions are agreeable.
- g)- Statement showing that the security and performance guarantee clauses, standard terms and conditions are fully agreeable.
- h)- Country of Origin.
- i)- Statement showing the date of expiry of agreement with the Labour Union of the CONTRACTOR.
- j)- Statement that shipping terms are defined by INCOTERMS 2010.
- k)- Copies of commercial part of tenders with all prices duly blackened out.
- l)- Certificate showing that the offer is in total conformity with the terms and conditions as specified in the NIT. If not, list of all deviations should be given with proper justification.
- m)- Particulars relating to tenders as follows:
  - 1)- Year of establishment.
  - 2)- Name of Bankers.
  - 3)- Certificate of CONTRACTOR's financial status from Contractor's Bankers.
  - 4)- Name of the parties for whom similar orders have been executed earlier with their address and dates of equipment supplies and certificate from such companies/firms for the orders which have been executed.
  - 5)- Status of TENDERER from duly filled should be enclosed (Refer Annexure-III)
  - 6) - Latest Income tax Clearance Certificate / PAN No. (Xerox Copy) In case RCF wants to see the original Income Tax clearance certificate, the same should be produced at short notice.
  - 7) Sales Tax Registration No., Sales Tax

Clearance Certificate. If exempted from Sales Tax, exemption certificate.

### III Commercial part of tenders with prices

- a)- Invitation to tender No.
- b)- Tender abstract sheet,
- c)- Price schedule as applicable. If required by RCF price schedule should be given as per RCF format.
- d)- Item wise price list of recommended spare parts.
- e)- Tenderer's after sales service charges is any.
- f) Certificate that prices are valid for 120days from the tender closing date for placement of Purchase Order/work Order.
- e)-A certificate showing that the prices will be firm and valid during the CONTRACT period and not subject to any escalation whatsoever.
- f) Third party inspection charges extra (Lump sum)

#### 9.0.00 Currency and Country of Origin.

##### 9.0.01 Currency.

Tenderers shall submit the tenders either in the currency of their country or the currency in which they will be paid. However, in contracts for supply and installation of equipment, the bidders should state the portion of the tender price relating to the Erection/Installation in Indian Rupees.

##### 9.0.02 Country of Origin

The tenderers will have to furnish information regarding the country of origin of the goods and works in their bid documents.

#### 10.0.0 Transmissions of Tenders

All tenders should either be submitted in Tender Box in the office of Chief Materials Manager (Purchase), Administrative Building, (Ground Floor) Rashtriya Chemicals & Fertilizes Ltd, Chembur, Mumbai 400 074, INDIA or sent by courier/Registered post to the same address so as to reach well in advance of the closing date and time. In their own interest the tenderers are advised to notify the Chief Materials Manager by cable/telex, date and place of dispatch of tenders, TENDERS RECEIVED AFTER CLOSING DATE ARE LIABLE TO BE REJECTED.

#### 11.0.00 Accompaniments

All tenderers must be complete in all respect & should conform to all requirements set forth in the enquiry, Annexure and attachments. The contents of the tender invitation, Annexure and the attachments will be considered to have been read, understood and accepted by all the tenderers. All deviations from the specifications set forth in the enquiry should be properly brought out in the Technical Tender.

#### 12.0.00 Compensation for submission of bid tender

Tenderers shall not be entitled to claim any costs, charges, expensed or incidentals for or in connection with the preparation and submission of their tenders even though Rashtriya Chemicals & Fertilizers may elect to withdraw the invitation to bid tender or reject all tenderers.

#### 13.0.00 Pricing.

13.0.01 Tenderer's quotations must conform in all respects to the applicable specifications, drawings, data sheets, terms and conditions of this invitation to tenders. TENDERERS must certify that his quotation complies with all enquiry documents and specifications. Exceptions, and deviations if any should be specifically stated. In the event of the TENDERER not giving any exceptions and deviations in the tender then it will be construed that the TENDERER has accepted RCF's invitation to the tender in full.

13.0.02 TENDERER may offer a supplementary or alternative proposal (viz his standard design) but in doing so he must state all deviations and/or exceptions to the bas tender. Generally a tender offering only the alternative solution is not accepted.

13.0.03 Tenderers should quote unit and lump sum prices. The price so quoted should be all-inclusive and no claim for extras will be entertained.

13.0.04 Tenderers should clearly indicate in the tender whether they are availing Modvat Credit or such other Credits or Duty Draw Backs. In such cases the TENDERER should state in the tender that they have considered all such benefits for quoting their price in the tender.

13.0.05 The Unit rate quoted in the tender will form the basis of compensation, if the scope of work is altered within mutually acceptable limit.

13.0.06 The tender shall be based on firm F.O.B/F.A.S. price and on reliable basis estimate of the freight cost from the port of loading to Mumbai Port should also be given.

Where there are special shipment terms for ODC/heavy lifts covered by special freight CONTRACT which will have to be unloaded by ship's own Derricks/Jumbo cranes destination port, price shall be on C & F terms only. The Indigenous Tenderers shall quote free delivery at RCF Tomboy site, and also give separately a reliable estimate of freight/transportation charges to site.

13.0.07 Tenderers are required to state the name of proposed manufacturers of every item of equipment which does not fall under their manufacturing range at the time of submitting the-tender. All tenders shall be in the currency of the country from which the equipment and services are to be acquired. In case of:

- i. Tenderers submitted jointly by Manufacture(s) located in India and Foreign Manufacturer(s).
- ii. Tenderers submitted by Manufacturer(s) located in Indian and Foreign sub-supplier(s) and
- iii. Tenderers submitted by Foreign Manufacturer(s) with sub-supplier(s), located in

India

The tender documents shall be arranged to show separately the expenditure in Indian and Non-Indian currency.

TENDERER shall quote all prices including percentages of total price in figures as well as in words. Where there is difference between these, the rates given in words shall prevail. Erasures or overwriting of any kind in the tender may render the tender to outright rejection. Where necessary the original figures and words should be scored out and corrected figures and words written again. The TENDERER shall have to attest the corrections.

#### **14.0.00 Price adjustment/escalation**

THE PRICE QUOTED SHOULD BE FIRM AND SUBJECT TO NO ESCALATION WHATSOEVER DURING THE ENTIRE CONTRACT PERIOD, except for Statutory Levies namely Excise Duty, Sales Tax and Octroi. Rate of Excise Duty, Sales Tax and Octroi, applicable on the date of submission of the tender should be clearly mentioned in the tender. Payment shall be made at the rates applicable at the time of supply against documentary evidence. However, in case of delay in supply, if there is any increase in statutory Levies RCF shall restrict the payment of Statutory Levies as prevalent on the delivery date, as mentioned in the Purchase Order or Work Order and amendment(s) thereto. TENDERER shall submit to RCF necessary documentary evidence as may be required to enable RCF to determine the rates of Statutory Levies applicable on the contractual delivery date.

#### **15.0.00 Agency Commission**

THE TENDERER should indicate the agency commission included in their offer payable to agents in India, if any. The agency commission shall be payable in equivalent Indian Rupees against separate invoice from Indian Agents within 30 days after receipt and acceptance of materials.

#### **16.0.00 Tenderer's Obligation.**

- i) - To conform to the fabrication schedule provided by him so as to complete the work within the delivery period quoted.
- ii) - To notify RCF as and when inspections, including pre-shipment inspection are due and arrange rework, if any as a consequence of such inspection.
- iii)-Place goods along side vessel of dock in FAS and on board in case, FOB tenders and deliver material free at our Trombay site in case of Indian tenders.
- iv) -Provide RCF with clean on board Bill of Lading or clear R.R.
- v) - Make good any damage or loss or both, until goods are delivered alongside in FAS and on board in FOB contracts and in respect of Indian Contracts, until goods are delivered or until goods are delivered to carriers in case of ex-factory delivery or until goods are delivered to RCF site in case of free

delivery to RCF.

vi)- Before submitting the tenders, the tenderers. should satisfy themselves of all existing conditions, limitations and official regulation at the site of the work and en-route and the laws governing the CONTRACT. No claim whatsoever shall be entertained on the grounds of ignorance of site conditions and/or conditions prevailing in the surrounding areas.

#### **17.0.00 Standard & Measurements.**

Codes or standards equal or of higher quality than the codes or standards stipulated in the Invitation to Tender will be acceptable.

Where a brand name with the phrase "or equal" have been specified in the Invitation to tender. TENDERER may quote for alternative articles or materials, which have similar characteristics and provide equal performance and quality to that specified.

Metric system has been adopted in the preparation of all design, engineering, and drawing including piping and tubing schedules. The tenders also shall follow the metric system.

#### **18.0.00 Right of Acceptance & Rejection of Tenders.**

RCF reserves the right to accept at their sole and unfettered discretion any tender. for whole or part quantities or to reject any or all tenders. without assigning any reason thereof. No claim for compensation etc., whatsoever will be entertained by RCF from unsuccessful tenderers.

#### **18.0.01 Past Performance of the Contractors**

The Contractors whose past performance have been found not satisfactory, in the opinion of RCF, then, RCF reserves the right to refuse the tender documents, or reject the tender while accepting or evaluating the tenders. The decision of RCF regarding performance evaluation shall be final.

#### **19.0.00 Splitting of Tender.**

RCF reserves the right to split the tender in parts and to award the contract in full or in parts.

#### **20.0.00 Right of cancellation of CONTRACT.**

20.1.00 RCF reserves the right to cancel this CONTRACT or any part thereof and shall be entitled to rescind the CONTRACT wholly or in part forthwith by a written notice to the CONTRACTOR if:

20.1.01 The CONTRACTOR does not adhere to any terms and conditions of the CONTRACT including General & Special, Terms & Conditions.

20.1.02 The CONTRACTOR fails to execute the job in time.

20.1.03 The quality of the supply/part supply received is poor or not in conformity with the requirement.

20.1.04 The CONTRACTOR attempts for any corrupt practices.

20.1.05 The CONTRACTOR becomes bankrupt or goes into liquidation.

20.1.06 The CONTRACTOR makes a general

assignment for the benefit of creditors.

20.1.07 A receiver is appointed for any of the property owned by the contractor.

20.2.00 Upon receipt of said cancellation notice; the CONTRACTOR shall discontinue all work on the CONTRACT and matters concerned with it.

20.2.01 RCF in that event will be entitled to get the job executed from any sources and recover the excess payment over the CONTRACTOR'S agreed price, if any, from the CONTRACTOR.

20.3.00 RCF also reserves the right to cancel the CONTRACT due to Force Majeure sure conditions and the CONTRACTOR will have no claim of compensation whatsoever.

### **21.0.00 Termination of CONTRACT for Convenience.**

21.0.01 RCF may by written notice sent to the CONTRACTOR, terminate the CONTRACT, in whole or in part, at any time for their convenience. The Notice of termination shall specify that termination if for RCF's convenience, the extent to which performance of work under the CONTRACT is terminated and date upon which such termination becomes effective.

21.0.02 The work that is complete, at the time of receipt of notice of termination shall be taken over by RCF at the CONTRACT terms and prices.

For the balance work RCF may opt:

a) - to have any portion completed at the CONTRACT terms and conditions.

b) - to cancel the reminder and pay the CONTRACTOR an agreed amount for material brought to site for execution of work

### **22.0.00 Correspondence.**

All correspondence in respect of this invitation to tender should be made in English quoting tender invitation reference number appearing on the front page. Correspondence should be addressed in duplicate to:

.General Manager (Commercial), Rashtriya Chemicals & Fertilizers Limited, Administrative Building, (Ground Floor), Chembur, MUMBAI 400074, INDIA. Tel: +91-22-25522261. Fax No. +91(22)25522320/25522233

### **23.0.00 Comparative Analysis of Tenders**

23.0.01 All tenderers, in whatever currencies they are will be converted into Indian Rupees for the purpose of comparison. The rate of exchange used for such valuation will be those published by the Reserve Bank of India and ruling on the date of opening of the price tender, unless there is abnormal change in the value of currencies before the award of CONTRACT. In such event the exchange rate ruling at the time of decision to notify the award of CONTRACT to the successful TENDERER will be used.

23.0.02 Comparison will be made between Indian offers (competitive) and Foreign offers on the basis of

the landed price. RCF may however, give a margin of price preference to Manufacturers located in India at its sole discretion.

23.0.03 To determine the best evaluated TENDERER, factors other than the price will also be taken into consideration. The following points will enter into evaluation.

i)- tenders quoting firm price will be given preference over the tender's prices subject to escalation.

ii)- Guaranteed delivery period as stipulated in the invitation to tender.

iii)- Technical Quality (efficiency, reliability and suitability)

iv)- Terms of payment – an Interest rate of 12% per annum or such other rate as decided by RCF from time to time will be used to compute the evaluation of prices in case of advance or progressive payments.

v)- Tenders' experience in manufacturing similar equipment for similar duties and whether such equipments are in service and operating successfully at designed conditions.

vi)- Maintainability and availability of maintenance assistance/support in India.

vii)- Cost and availability of spare parts.

viii)-Cost of vendor's assistance in Erection and commissioning.

ix)- Cost of expediting and inspection.

x)- Tenders' guarantee (nature of warranty and warranty period).

xi) - Compliance with tender terms, specifications, drawings and data sheets.

xii) - Willingness to give shop drawings of spare parts and main equipments.

xiii) - Tenders from Indian Public Sector Units.

### **24.0.00 Terms of payment.**

#### **24.0.01 Foreign Suppliers**

The material will be paid for the currency of the country of origin. In case the CONTRACT stipulates erection at the Indian site the charges for erection will be paid only in Indian currency. Therefore, the TENDERER should clearly mention this amount in the tender.

100% payment shall be made through irrevocable letter of credit against submission of shipping documents and performance bond to cover defect liability period. The TENDERER shall have to furnish the name of their bankers for opening the letter of credit by RCF.

#### **24.0.02 Indigenous suppliers.**

RCF's normal payment term is payment within 30 days after receipt and acceptance of material at site, provided bank guarantee for performance if stipulated with the CONTRACT is submitted

**24.0.03 RCF may with hold payment to such extent as may be necessary to protect itself from loss on account of:**

i) - Defective work not remedied.

ii)-Failure of the CONTRACTOR to make payment properly or for materials or for labour.

- iii)-Reasonable doubts that the CONTRACT cannot be completed with the balance CONTRACT.
- iv)-Damage to another CONTRACTOR or to RCF property and probable filing of claims.
- v)- For other reasons mentioned else where in NIT.

#### **25.0.00 Advance payment.**

In case of large contracts if the CONTRACTOR essentially needs any advance payment then this should be clearly indicated in the Unpriced commercial part of the tender documents. If approved by RCF, such advance payment will be released only on furnishing of suitable bank guarantee as per proforma enclosed (Annexure-7) for an amount equivalent to the 110% of advance payment. AN INTEREST RATE OF 12% OR SUCH OTHER RATE AS MAY BE DECIDED BY RCF FROM TIME TO TIME WILL BE USED AT THE TIME OF EVALUATION TENDER.

#### **26.0.00 Period for the completion of the CONTRACT.**

Time is the essence of the CONTRACT. The CONTRACT should be completed as per the time schedule given in the CONTRACT. The time schedule includes but not limited to time for submission of drawings for approval, incorporation of comments if any, final approval of drawing by RCF. However, if the approval of the drawing is delayed beyond 10 days from the date of receipt of RCF Office, corresponding extension in time shall be allowed provided CONTRACTOR gives a notice in writing that the approval in drawing is delayed and requests for extension of delivery period correspondingly. The CONTRACTOR shall furnish detailed PERT Chart indicating various events and activities, in his bid tender. CONTRACTOR shall submit to RCF their time schedule in respect of documentation, manufacture and supply of equipment, clearly indicating all main or key events such as material procurement, manufacturing activities, testing, documentation, delivery, transportation, erection, etc.

RCF representative shall have the right to inspect the manufacturing activities at the CONTRACTOR's premises with a view to evaluate the actual progress of work on the basis of CONTRACTOR's time schedule given to RCF. RCF reserves the right to appoint third party inspection agency in addition to RCF's own inspection. All third party's inspection charge will be paid by RCF, unless otherwise specifically stated in the Purchase Order or Work Order.

Notwithstanding the above, in case of the progress in execution of the CONTRACT at various stages is not as per the time schedule or is not satisfactory in the opinion of the RCF which shall be conclusive or if the CONTRACTOR neglects to execute the CONTRACT with due diligence and expedition or shall contravene the provision of the CONTRACT. RCF may give notice of the same in writing to the CONTRACTOR calling upon him to make good the failure, neglect or

contravention. Should the CONTRACTOR fail to comply with such notice within the period considered reasonable by RCF and specified in such notice RCF shall have the option and be at liberty to take the CONTRACT, wholly or in part, out of the CONTRACTOR and make alternative arrangements to obtain the requirements and completion of the CONTRACT at the CONTRACTOR's risk and cost and recover from the CONTRACTOR all extra cost incurred and agreed Mutually Agreed damages by the RCF on this account. In such an event RCF shall not be responsible for any loss that the CONTRACTOR may incur and CONTRACTOR shall not be entitled to any gain. RCF in addition shall have the right to forfeit Security/Performance Deposit in full or part.

#### **26.0.01 PRICE REDUCTION FOR LATE DELIVERY**

In the event that the CONTRACTOR fails to meet the time schedule agreed for submission of documents and/or supply of equipments or materials the CONTRACTOR shall pay the agreed damages. The agreed damages will be calculated on the total CONTRACT price including subsequent modifications if any, and price escalation, if contractual but exclusive of spare parts.

i. In case of delay in supply of documents total price shall be reduced at the rate of 0.1% per week or part thereof subject to a maximum of 0.5% per document group.

ii. In case of delay in delivery of equipment/material including shipping documents price shall be reduced at the rate of 0.5% per week or part thereof subject to maximum of 5% of CONTRACT value,

One week's grace period will be granted in the calculation of the delay. Date of delivery is the date of clean on board Bill of Lading or date of clear R/R and in case of direct delivery to our Stores the date of receipt at Stores.

Notwithstanding the above in the event of protracted delay in delivery, RCF shall reserve the right either to cancel the CONTRACT wholly or partially and make alternative arrangement at the risk and cost of the CONTRACTOR with a notice of seven days to the CONTRACTOR.

#### **27.0.00 Inspection and Testing.**

RCF shall have the option to appoint an Inspection Agency for stage and final inspection of the equipment/material ordered under the CONTRACT. All testing and trials including those carried out for material, whether or not manufactured by CONTRACTOR, shall be witnessed by our Inspector. All the test certificates in original as required shall be furnished by the CONTRACTOR. Along with the supply of the equipment/material. The CONTRACTOR shall arrange where ever necessary and applicable, inspection as per statutory provisions such as Indian Boiler Regulation, Indian Electricity Act, Indian Explosive Act, etc. The CONTRACTOR shall be responsible for arranging the visit of the Boiler Inspector Electrical Inspector, Explosive Inspector, or any such statutory authority for obtaining necessary

clearance before the supply of equipment/material.

The equipment shall be despatched only after the inspection and acceptance certificate issued by the Inspector in writing, unless otherwise provided for the CONTRACTOR. Copies of the inspection and acceptance certificates shall be sent to RCF along with the advance copies of the invoice.

#### **28.0.00 SUB CONTRACT.**

Written consent of RCF should be obtained before the work is sub contracted, in case the CONTRACTOR intends to employ SUB CONTRACTOR(s). Sub contracting shall not imply any limitation of CONTRACTOR's liability to fulfill the CONTRACT. Should the SUB CONTRACTOR, in the opinion of RCF, appear to be unfit to carry out his part of the CONTRACT or the progress of the SUB CONTRACTOR's work in such that the planned time of completion within the terms of the order is jeopardized, RCF shall have the right to instruct the CONTRACTOR in writing to terminate the SUB CONTRACT without notice or a short notice. This shall not give raise to any claim from SUB CONTRACTOR or relieve the CONTRACTOR from any of his contractual obligations and responsibilities.

#### **29.0.00 Disputes and Arbitration**

"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 (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), 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"..

#### **30.0.00 Transit Risk Insurance.**

All consignments under the CONTRACT, which are despatched to RCF, will be covered for Transit Insurance under RCF's Open General Insurance Policy with the underwriters M/s. Oriental insurance company limited MCDO 18, Second Floor, NM Marg Ballard Estate ,Mumabi 400 001  
Sr. Name, Contact No. Mail ID

1. Mr. Shubham Bansod 9920335472  
[Shubham.bansod@orientalinsurenace.co.in](mailto:Shubham.bansod@orientalinsurenace.co.in)
2. Mr. Shubham Mahato 95946445825  
[subham.mahato@orientalinsurance.co.in](mailto:subham.mahato@orientalinsurance.co.in)
3. Mr. Vishvesh Kelkar 9819622859  
[vh.kelkar@orientalinsurance.co.in](mailto:vh.kelkar@orientalinsurance.co.in)

or such other Insurance Company as may be prescribed by RCF from time to time.

Advance intimation of despatch of consignment(s) shall be given by the CONTRACTOR to our

underwriters indicating there in the manner of despatch, nature of packing, weight and such other details as required for insurance coverage. The CONTRACTOR should ensure that the above information is forwarded under Registered Acknowledgement Due Letter, and acknowledgement received is kept in their record. The contractors shall also ensure that supply of material is adhered to as per CONTRACT and packings are as per specifications laid out under Marine Insurance Guidelines.

CONTRACTOR shall assist RCF, Insurance Co., Surveyors, and any other coordinating agency appointed by RCF for early settlement of claim(s) if any.

CONSIGNMENTS DESPATCHED ON "CIF" OR "FREE DELIVERY TO RCF" BASIS SHALL NOT BE INSURED AGAINST RCF'S OPEN GENERAL INSURANCE POLICY.

#### **30.0.01 Indigenous Suppliers.**

The consignment shall be insured for cost plus freight plus taxes if applicable, with the M/s. ORIENTAL INSURANCE COMPANY LIMITED MCDO 18, Second Floor, NM Marg Ballard Estate ,Mumbai 400 001

1. Mr. Shubham Bansod 9920335472  
[Shubham.bansod@orientalinsurenace.co.in](mailto:Shubham.bansod@orientalinsurenace.co.in)
2. Mr. Shubham Mahato 95946445825  
[subham.mahato@orientalinsurance.co.in](mailto:subham.mahato@orientalinsurance.co.in)
3. Mr. Vishvesh Kelkar 9819622859  
[vh.kelkar@orientalinsurance.co.in](mailto:vh.kelkar@orientalinsurance.co.in)

or such other Insurance Company as may be prescribed by RCF from time to time. The Indigenous Suppliers shall intimate the above underwriters in writing as soon as the consignment is dispatched from their works with dispatch particulars.

#### **30.0.02 Foreign Suppliers.**

The consignment shall be insured against all the risks including SRCC from suppliers warehouse to warehouse of RCF with the above underwriters. Foreign suppliers shall intimate the above underwriters in writing as soon as the consignment is dispatched from their works with dispatch particulars.

#### **31.0.00 Taxes and Duties**

All taxes and duties should be filled separately in the BOQ, tender where ever applicable. RCF is registered under Central Sales Tax Act as well as Maharashtra Sales Tax Act. Central or Maharashtra Sales Tax as applicable should be stated in the quotation. In case of CST 'C' Form will be issued. Our CST No. is 400074 – C.I. dated 01.04.96 and MST No. 400074 S I dated 1.4.96. Excise duty as applicable should also be clearly and separately shown in the tender. CONTRACTOR shall submit all original documents for payment of Excise Duty, Customs Duty, Octroi, etc.

### **32.0.00 Jurisdiction of Court**

The CONTRACT shall be deemed to have been entered into at Mumbai and all causes of action in relation to the CONTRACT will thus be deemed to have been arisen only within the jurisdiction of the Mumbai Courts.

### **33.0.00 Secrecy**

Any information derived or otherwise communicated to the CONTRACTOR in connection with the CONTRACT shall be regarded as secret and confidential and shall not without the written consent of the RCF be published or disclosed to any third party or made used of by the CONTRACTOR except for the purpose of implementing the CONTRACT.

### **34.0.00 Law governing the CONTRACT**

This CONTRACT shall be governed by the laws of Union of India for the time being in force.

### **35.0.00 Negotiations**

RCF may not conduct any negotiation for the tender as far as possible. However, RCF reserves the right to conduct negotiation if the conditions so warrant.

### **36.0.00 Other Requirements**

All tenders should submit the following documents along with the commercial part of the tender.

1)-A certificate signed by Independent Chartered Accounts furnishing the names of any Associated Units of the TENDERER or names of any Units in which any of the Directors/Partners of the TENDERER has no associated unit and/or none of the Directors/Partners have interest in any other unit(s) they should furnish a certificate from Chartered Account of this effect.

2)-CONTRACTOR should declare the name (s) of his or the firm's partners/relatives if they are working in RCF. If relative(s) of CONTRACTOR is/are working in RCF, a certificate to this effect shall be furnished by the CONTRACTOR.

3)-CONTRACTOR should furnished the latest Income Tax Clearance Certificate.

4)-CONTRACTOR should furnish the Solvency Certificate issued by their Bankers in a sealed cover.

5)-CONTRACTOR should complete the proforma on "Status of TENDERER" as per annexure enclosed.

6)-CONTRACTOR should furnish Sales Tax Clearance Certificate and if they are exempted from

payment of Sales Tax, the exemption certificate to be furnished.

### **37.0.00 Force Majeure.**

Neither the CONTRACTOR nor the RCF shall be considered in default in the performance of their contractual obligations under the order so long as such performance is prevented or delayed for reasons, such as Acts of God, severe earthquake, typhoon or cyclone (except monsoon) floods, lightning, landslide, fire or explosion, plague or epidemic, strikes, lockouts lasting more than 14 consecutive calendar days abotage, blockages, war, riots, invasion, act of foreign enemies, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military usurped power or confiscation or trade embargoes or destruction or requisition by order of any Government or any public authority.

CONTRACTOR shall notify RCF about the occurrence of the force majeure events and provide RCF with the details of the arising and ceasing of the impediment. At the end of the impediment CONTRACTOR shall provide justificatory documentation countersigned by the Local Chamber of Commerce.

Should one or both the parties be prevented from fulfillment of the contractual obligations by a state of force majeure lasting continuously for a period of six weeks the two parties shall consult each other regarding the future implementation of the CONTRACT. The mere shortage of labour, materials or utilities shall not constitute force majeure unless caused by circumstances, which are themselves, force majeure.

CONTRACTOR shall endeavor to prevent, over come or remove the causes of force majeure.

No ground for exemption can be invoked if the CONTRACTOR failed to give timely notice by a Registered Letter and subsequently supported by documentary evidence.

### **38.0.00 Patent Rights.**

The CONTRACTOR shall fully indemnify RCF, its customers and users, against any action, claim or demand, costs or expenses, arising from or incurred by reason of any infringement or alleged infringement of letters, patent, trade mark or name, copyright or other protected rights in

respect of any materials supplied. All royalties and the like payment shall be paid directly by the CONTRACTOR.

**Process Compliance Form**

(Tenderers are required to print this on their company's letter head and sign, stamp before uploading in Packet-2 of Part-I bid)

To

**M/s. RCF Ltd.**

**Attention :**

**Sub: Acceptance to the Process related Terms and Conditions for the e-Tendering & e-Reverse Auction**

Dear Sir,

**This has reference to the Terms & Conditions for e-Tendering & e-Reverse Auction mentioned in the NIT**

We hereby confirm the following –

- 1) The undersigned is authorized representative of the company.
- 2) We have carefully gone through the NIT, Tender Documents and the Rules governing the e-tendering as well as this document.
- 3) We will honor the Bid submitted by us during the e-tendering and E-Ra.
- 4) We give undertaking that if any mistake occurs while submitting the bid from our side, we will honor the same.
- 5) We are aware that if RCF has to carry out e-tender again due to our mistake, RCF has the right to disqualify us for this tender.
- 6) We confirm that RCF shall not be liable & responsible in any manner whatsoever for my/our failure to access & submit offer on the e-tendering site due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, digital signature certificate or any other unforeseen circumstances etc. **In the eventuality of our no participation in e-RA due to any reasons, including the reasons mentioned above, our quoted rate, in the price bid, shall be treated as our rate subsequent to the e-RA event. And the final outcome of e-RA auction shall be acceptable and binding on us.**
- 7) We also confirm that we will undergo the training by RCF's SERVICE PROVIDER on the auction tool and the functionality of the same.
- 8) We confirm that RCF and RCF'S SERVICE PROVIDER shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-auction platform due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 9) We also confirm that we will fax / e-mail the price confirmation & price break up of our quoted price as per FORMAT B – Price Confirmation after the closing of reverse auction event.
- 10) We do authorize RCF, Ltd for seeking information/clarification from our/my bankers having reference in this bid.

With regards

Signature with company seal

Name –

Company / Organization –

Designation within Company / Organization –

E-mail Id:

Tel no:

Mobile no.:

**TECHNO-COMMERCIAL BID**

**ANNEXURE-3**

<b>BIDDER'S NAME:</b> .....		
<b>NOTE:</b> Please note that any blank field (un-marked) in the preceding confirmation box will be treated as 'Agreed' only.		
<b>NO.</b>	<b>DESCRIPTION</b>	<b>BIDDER CONFIRMATION</b> (Please put √ in front of your confirmation)
1	<b>GST Details: Please provide the GST number and applicable GST type. (if SGST + CGST kindly give breakup)</b>	GST No ..... <input type="checkbox"/> IGST <input type="checkbox"/> SGST + CGST <input type="checkbox"/> Composite Scheme <input type="checkbox"/> Exempted <input type="checkbox"/> Not Registered
2	<b>MUTUALLY AGREED DAMAGES CLAUSE</b> FOR LATE DELIVERY @ 0.5% PER WEEK OR PART THEREOF SUBJECT TO MAXIMUM OF 10% OF TOTAL SUPPLY VALUE.	<i>Kindly confirm about the same in BOQ</i>
3	<b>Bid Validity:</b> The bid should be valid for a period of <b>90 days</b> from the date of opening of the tender. <b>Offers with less bid validity may be rejected</b>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
4	<b>Payment Term: As per NIT clause 1.04.</b> Early payment if any shall be released only after deducting early payment discount as per NIT clause 1.04	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
5	<b>DELIVERY PERIOD:</b> DELIVERY PERIOD FOR SUPPLY (IN NO. OF DAYS) AFTER RECEIPT OF PO. PREFERRED DELIVERY PERIOD IS – 30 DAYS FROM THE DATE OF PO.	.....DAYS
6	UN CONDITIONAL ACCEPTANCE OF ALL TERMS AND CONDITIONS OF NIT	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
7	WHETHER BIDDER IS CURRENTLY ON HOLIDAY LIST/BLACK LIST OR HAS BEEN PUT ON HOLIDAY/BLACKLISTED AT ANY PSU/GOVT. ORGANISATION. IF SO, GIVE DETAILS.	<input type="checkbox"/> Yes <input type="checkbox"/> No
8	<b>Deviation if any to the above clauses shall be mentioned on this sheet or attachment to this sheet only, deviation mentioned anywhere else shall not be considered</b>	
9	<b>RATES QUOTED IN THE BOQ ONLY ARE PAYABLE. RATES QUOTED ANYWHERE ELSE OTHER THAN BOQ ARE NOT ACCEPTABLE AND WILL LEAD TO REJECTION OF YOUR OFFER.</b>	

(Note: Bidder has to confirm their acceptance in given sheet and for technical evaluation,)

<b>Sr</b>	<b>HSN Code</b> (Please fill HSN Code in front of each items)	<b>Short Text</b>	<b>Bidder Confirmation</b> (Please put '√' in front of confirmation)	<b>Deviation if Any</b>
1		SERVO MESH-SP-320 / HP PARTHAN EP 320 (For Thal) <b>RCF Item Code: 300062831</b> <b>Quantity: 420 Liters</b>	<input type="checkbox"/> <b>AGREED</b> <input type="checkbox"/> <b>DISAGREED</b>	
2		SERVO SYSTEM / HP ENKLO/HYDROL-32 (For Thal) <b>RCF Item Code: 300062840</b> <b>Quantity: 420 Liters</b>	<input type="checkbox"/> <b>AGREED</b> <input type="checkbox"/> <b>DISAGREED</b>	
3		SERVO PRIME-32 (3120) / HP TURBINOL 32 (For Thal) <b>RCF Item Code: 300062868</b> <b>Quantity: 420 Liters</b>	<input type="checkbox"/> <b>AGREED</b> <input type="checkbox"/> <b>DISAGREED</b>	
4		SERVO MESH-SP-460 / HP PARTHAN EP 460 (For Thal) <b>RCF Item Code: 300062881</b> <b>Quantity: 420 Liters</b>	<input type="checkbox"/> <b>AGREED</b> <input type="checkbox"/> <b>DISAGREED</b>	
5		Servo System 68/ HP ENKLO 68 (For HWP) <b>RCF Item Code: 300062844</b> <b>Quantity: 2,520 Liters</b>	<input type="checkbox"/> <b>AGREED</b> <input type="checkbox"/> <b>DISAGREED</b>	
6		Servo Ultra 40/ HYLUBE-X-340 (For HWP) <b>RCF Item Code: 300062813</b> <b>Quantity: 420 Liters</b>	<input type="checkbox"/> <b>AGREED</b> <input type="checkbox"/> <b>DISAGREED</b>	
7		Servo Mesh 220/HP PARTHAN-EP-220 (For HWP) <b>RCF Item Code: 300062827</b> <b>Quantity: 1,260 Liters</b>	<input type="checkbox"/> <b>AGREED</b> <input type="checkbox"/> <b>DISAGREED</b>	
8		Servo Prime 46 / TURBINOIL-46 (For HWP) <b>RCF Item Code: 300062870</b> <b>Quantity: 420 Liters</b>	<input type="checkbox"/> <b>AGREED</b> <input type="checkbox"/> <b>DISAGREED</b>	
9		Servo Friz F 57 / SEETULN-68 (For HWP) <b>RCF Item Code: 300062863</b> <b>Quantity: 420 Liters</b>	<input type="checkbox"/> <b>AGREED</b> <input type="checkbox"/> <b>DISAGREED</b>	

10	Servo Grease 2/ HP Multi Grease 2 /HP Li <b>RCF Item Code: 300062890</b> <b>Quantity: 182 KG</b>	(For HWP)	<input type="checkbox"/> <b>AGREED</b> <input type="checkbox"/> <b>DISAGREED</b>	
11				
12				
13				
14				
15				
<b>SIGNATURE WITH STAMP</b>				

NO DEVIATION

We M/s. \_\_\_\_\_ hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other condition whatsoever of the Bidding Documents and all Addenda / Corrigenda / Clarifications issued by OWNER.

We further hereby waive, withdraw and abandon any and all deviations, variations, objections or reservations whatsoever hereto set out, given or indicated in our offer, clarifications, correspondence, communications or otherwise with a view that the final price bid submitted may be treated to confirm to, in all respects, with the terms and conditions of the said tender documents including all Addenda / Corrigenda / Clarifications.

For and on behalf of : M/s. \_\_\_\_\_  
Stamp & Signature :  
Name :  
Designation :  
Date :

**RESTRICTIONS UNDER RULE 144 (XI) OF THE (GFRS) 2017**

**Restrictions under Rule 144 (xi) of the General Financial rules (GFRs) 2017**

**NOTE: Bidder should give declaration and certificate as per Office Memorandum no. 6/18/2019-PPD dt 23.07.2020 issued by Department of Expenditure under Ministry of Finance and conditions under Rule 144 (xi) shall be applicable to this notice inviting tender.**

- I. Any bidder from a country which shares land border with India will be eligible to bid in this tender only if the bidder is registered with the competent Authority.
- II. “Bidder” (including the term `tenderer`, `consultant` or `service provider` in certain contexts) means any persons or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated here before, including any agency branch or office controlled by such person, participating in a procurement process.
- III. “Bidder from a country which shares a land border with India “for the purpose of this Order means: -
  - a) An entity incorporated, established or registered in such a country; or
  - b) A subsidiary of an entity incorporated, established or registered in such a country; or
  - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - d) An entity whose beneficial owner is situated in such a country; or
  - e) An Indian (or other) agent of such an entity; or
  - f) A natural person who is a citizen of such a country; or
  - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (iii) above under:
  1. In Case of a company of Limited Liability Partnership, the beneficial owner is the natural person (s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

    - a. “**Controlling ownership interest**” means ownership of an entitlement to more than twenty-five percent. Of Shares or capital or profits of the company.
    - b. “**Control**” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
  2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
  3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
  4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
  5. In case of a trust, the identification of beneficial owner (s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is person employed to do any act for another, or to represent another in dealings with third person.
- VI. [for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

**Model Certificate for Tenders**

“I have read the clause regarding restrictions on procurement form a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such country and is eligible to be considered.”

**Model Certificate for Tenders**

“I have read the clause regarding restrictions on procurement form a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

**Model Certificate for Tenders for Works involving possibility of sub-contacting**

“I have read the clause regarding restrictions on procurement form a bidder of a country which shares a land border with India and on sub-contracting to contactors form such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

**Model Certificate for GeM:**

“I have read the clause regarding restrictions on procurement form a bidder of a country which shares a land border with India; I certify that this vendor/bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/bidder fulfils all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]”

**INTEGRITY PACT**

Rashtriya Chemicals and Fertilizers Limited (RCF) has issued

**NIT No.** \_\_\_\_\_ **dated** \_\_\_\_\_

inviting bids for **LUBE OIL**

(Detailed requirement/Nature of Job to be mentioned along with period, in case of Annual Rate Contracts).

The **BIDDER M/s.** \_\_\_\_\_ is willing to participate in the said Tender and understands that this Integrity Pact has to be executed between the parties as a prequalification for the Bidder to participate in the bidding process.

Bidder understands that Signing of the Integrity pact does not in any way guarantee awarding of the contract to the bidder signing the Integrity pact.

Both RCF and Bidder understand that Integrity Pact is deemed to be a part of the Contract (to be executed later with the successful Bidder).

**NOW, THEREFORE,**

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling RCF to undertake the Project/Work at a competitive price in conformity with the defined specifications by avoiding the high costs and the distortionary impact of corruption on public procurement, and

Enabling **BIDDER** to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and RCF will commit to prevent corruption, in any form, by its officials by following transparent procedures.

In order to achieve these goals, RCF has appointed Independent External Monitors (IEMs), on the recommendations of the Central Vigilance Commission (CVC), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS CONTAINED HEREIN, THE PARTIES AGREE AS UNDER:**

**1. Commitments of RCF:**

**1.1** RCF undertakes that no official of RCF, connected directly or indirectly with the Project/Work, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the **BIDDER**, either for themselves or for any other person, organization or third party related to the contract, which he/she is not legally entitled to, in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

**1.2** RCF will, during the pre-contract stage, treat all **BIDDERS** alike, and will provide to all

BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular Bidder in comparison to other BIDDERS.

1.3 RCF will report to the Independent Monitor of any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach by the Bidders. In such an eventuality, RCF will also report to appropriate Government Office wherever necessary and simultaneously initiate appropriate action.

**2. Preceding misconduct:**

2.1 In case any preceding misconduct on the part of any official(s) is reported by the BIDDER to the Independent Monitor with full and verifiable facts and the same is prima facie found to be correct by the Independent Monitor, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by RCF and such a person shall be debarred from further dealings related to contract process. In such a case while an enquiry is being conducted by RCF the proceedings under the contract would not be stalled.

**3. Commitments of BIDDER:**

3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the RCF, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract, which he/she is not legally entitled to, in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of RCF, which he/she is not legally entitled to, or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with RCF for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with RCF.

3.4 Bidders(s)/Contractor(s) of foreign origin shall disclose the name(s) and address(es) of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name(s) and address(es) of foreign principals, associates, agents and distributors, advisors, representatives and sub-contractors.

3.5 “In case of Joint Venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall be solely responsible for the adherence to the provision of IP by the sub-contractor(s).”

3.6 BIDDER shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/ contract.

3.7 The BIDDER further confirms and declares to RCF that he has not engaged any individual or firm or company, whether Indian or foreign, to intercede, facilitate or in any way to

recommend to RCF or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or Company in respect of any such intercession, facilitation or recommendation.

3.8 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose complete details of any payments made, is committed to or intends to make to any officials of RCF or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.9 The BIDDER will not collude with other parties, interested in the contract, to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. Bidder further undertakes, not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts etc., in connection with this bid/ contract.

Representation of Clean Record: Bidders declare and affirm that they have not been/ are involved in any act of fraud, corruption, bribery, collusion, or any other unethical or illegal activity related to public or private contracts, either domestically or internationally, in the past three years reckoned from date of bid submission and/or up to the date of entering into this Integrity Pact and/ or during the subsistence of the Integrity Pact.

Continued Reporting: Bidders further agree to promptly report any suspected or known instances of fraud, corruption, bribery, collusion, or any other unethical or illegal activities related to any contract with any organization or entity.

3.10 The BIDDER shall not use improperly, for purposes of completion or personal gain, or pass on to others, any information provided by RCF as part of the business relationship, such as plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to ensure that no information is divulged to others.

3.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.12 The BIDDER commits to refrain from giving any complaint in connection with the Project, directly or through any other manner, without supporting it with full and verifiable facts.

3.13 The BIDDER shall not instigate or cause to instigate any third party to commit any of the actions afore-stated.

3.14 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the employees of RCF, or, if any relative of an employee of RCF has financial interest/stake in the BIDDER, the same shall be disclosed by the BIDDER at the time of filing the tender. The term 'relative' for this purpose would be as defined in Companies Act, 1956 or any modifications thereof.

3.15 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of RCF.

3.16 The BIDDER have not and will not sell the same material/ equipment at prices lower than the offered prices for refereed tender (as part of Fall Clause, applicable to Proprietary/PAC buying and Rate Contracts only, as per Manual of Procurement of Goods, issued by CVC dt. 01/07/2022). The BIDDER undertakes/commits to refund/ reimburse the

excess amount to BUYER, if it comes to notice that it has supplied the material/equipment at a lower price to any other Governments, public sector or private organisations.

3.17 Commitment to Ethical Practices: Bidders commit to maintaining the highest ethical standards throughout the course of this contract. Any breach of this commitment shall be subject to applicable legal actions, as well as reputational damage.

#### 4. Transgression Clause:

4.1 Transgression will mean instances of fraud, corruption, bribery, collusion, or any other unethical or illegal activities that a bidder or its personnel have been involved in.

Transgression for the purpose of the Integrity Pact shall mean and include any transgression that has occurred at any time within the past 3 (three) years reckoned from the submission of the bid.

It will also include transgression(s) for which cognizance was taken even before the said period of three years, but are pending conclusion.

#### 4.2 Disclosure of Transgressions:

The Bidder hereby undertakes to provide complete and accurate information regarding past transgressions that may have occurred. The bidder further undertakes to provide complete and accurate information that may occur during the period of duration of contract.

#### 5. Sanctions for violations:

5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle RCF to take all or any one of the following actions, wherever required.

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. If the RCF has disqualified the bidder(s) from the tender process prior to the award of contract, RCF is entitled to demand and recover the damages equivalent to the Earnest Money Deposit/ Bid Security.  
If the RCF has terminated the contract or if the RCF is entitled to terminate the contract, the principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee or as mentioned in the NIT  
The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by RCF, without assigning any reason therefor.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by RCF, together with interest thereon at 2% higher than the prevailing Lending Rate of State Bank of India or at 2% higher

than LIBOR as may be applicable based on whether the bidder is an Indian party or a foreign party. If any outstanding payment is due to the BIDDER from RCF in connection with any other contract for any other Project/Work/Supply, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- v. To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by RCF, along with interest.
- vi. To terminate all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to RCF resulting from such termination and RCF shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar/blacklist the BIDDER from participating in future bidding processes of RCF for a minimum period of five years, which may be further extended at the discretion of RCF.
- viii. To recover all sums paid, in violation of this Pact by BIDDER to any middleman or agent or broker, with a view to securing the contract.
- ix. In case where irrevocable Letters of Credit have been opened in respect of any contract signed by RCF with the BIDDER, the same shall not be operated.
- x. Forfeiture of Performance Bond in case of a decision by RCF to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- xi. Consequences of Non-Disclosure: In the event that Bidders fail to disclose any relevant past instances of fraud, corruption, bribery, collusion, or any other unethical or illegal activities within the stipulated timeframe, it shall be considered a material breach of this Integrity Pact. RCF reserves the right to invoke disqualification of the bidders and exclusion from future business dealings and take such actions, as per the existing provisions of GFR, 2017, Prevention of Corruption Act, 1988 and other Financials Rules/Guidelines etc. as may be applicable to RCF against the Bidders, as deemed appropriate.

5.2 RCF will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (xi) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (Whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988, provisions of GFR, 2017 or any other statute enacted for prevention of corruption.

5.3 The decision of RCF to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the Bidder can approach the Independent Monitor appointed for the purposes of this Pact, if they want to represent against the decision of RCF.

## **6. Independent Monitor:**

6.1 RCF has appointed following persons as Independent Monitor for this Pact in consultation with the Central Vigilance Commission:

1. Shri B Siddhartha Kumar  
H. No. 3-7- 44, Plot No. 44,

Padma Nilayam, Street No.- 15,  
A. G's Colony, Nalanda Nagar,  
Attapur, Hyderabad – 500048  
Email: [bsiddharthak\\_66@rediffmail.com](mailto:bsiddharthak_66@rediffmail.com)

2. Shri Lt. Gen Raman Dhawan,  
Flat No. IE-402, AWHO Township,  
Gurjinder Vihar, Pocket-5,  
Sector-Chi 1, Greater Noida,  
Dist. Gautam Budh Nagar,  
Uttar Pradesh – 201315.  
Email: [romidhawan4@yahoo.com](mailto:romidhawan4@yahoo.com)

3. Shri M. Akhaya,  
Quarter No. A-14, VIP Colony,  
Nayapalli, Bhubaneshwar,  
Odisha – 751015.  
Email: [akhaya61@gmail.com](mailto:akhaya61@gmail.com); [m\\_akhaya@yahoo.co.in](mailto:m_akhaya@yahoo.co.in)

*(Note: IEMs should be contacted only for Integrity Pact related issues. For any other grievances/complaints/clarifications related to the tender, concerned RCF officials as mentioned on the cover page of this NIT should be contacted.)*

- a. The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- b. The Monitor shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently.
- c. Both the parties accept that the Monitor has the right to access all the documents relating to the project/ procurement, including minutes of meetings. A summary of procurement/contract awarded, which are covered under the IP shall be shared by RCF with the IEMs on quarterly basis. However, the documents / records/ information having National Security implications and those documents which have been classified as Secret / Top Secret are not to be disclosed.

In the event of any dispute between the RCF and the contractor relating to those contracts where integrity pact is applicable, dispute will be first referred to the panel of IEMs with both parties consenting, and the IEMs will try to resolve the dispute in a time bound manner. In case, the dispute remains unsolved even after mediation by the panel of IEMs, RCF may take further action as per the terms and conditions of the contract. The expenses incurred for holding meeting of IEMs for dispute resolution will be shared equally by the RCF and the Contractor/Bidder.

Bidder signing Integrity Pact shall not approach the Court while representing the matters to IEM and bidder will await their decision in the matter.

- d. As soon as the Monitor notices, or has reason to believe a violation of this Pact, he will so inform the Authority designated by RCF.
- e. Notwithstanding any Confidentiality Agreement/ clause agreed between RCF and Bidder, the BIDDER accepts that the Monitor has the right to access, without restriction, to all Project documentation of RCF including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor (s) with confidentiality.
- f. RCF will provide to the Monitor sufficient information about all meetings among the parties related to the supply provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- g. The Monitor(s) will submit a written report/recommendations to the designated Authority of RCF within 30 days from the date of reference or intimation of a Complaint to him by RCF/ BIDDER and should the occasion arise, submit recommendations for correcting problematic situations. In case of very serious issue having a specific, verifiable Vigilance angle, IEM(s) may report it directly to the CVC to be followed by a report on it within 30 days.

4. Facilitation of Investigation:

- a. In case of any allegation of violation of any provisions of these terms or payment of commission, etc. RCF shall be entitled to examine all the project documents of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

5. Law and Place of Jurisdiction:

This Pact is subject to Indian Law. The place of performance and jurisdiction at Mumbai.

6. Other Legal Actions:

The Actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

7. Validity:

- a. The validity of this Integrity Pact shall be from date of signing of this Pact and extend up to two years from the date of last payment under the contract. In case BIDDER is not awarded Contract/Purchase Order, this Integrity Pact shall expire after twelve months from the date of issue of the NIT.
- b. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

Note: If any prospective Bidder has any objection to sign the Integrity Pact, RCFL will refer the matter to the IEMs for their opinion and advice.

