



RASHTRIYA CHEMICALS & FERTILIZERS LIMITED
(A Government of India Undertaking)
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NOTICE INVITING TENDER FOR
SUPPLY OF BASKETS

TENDER NO: E233190901

Dated: 28.09.2019

Important Dates

Last Date & Time for downloading of Tender documents : 07.10.2019 up to 03:00 pm

Last Date & Time of Submission of e-Tender : 07.10.2019 up to 03:00 pm

Date & Time of Opening of e-Tender : 08.10.2018 up to 11:00 am

Website for Online bid Submission: eprocure.gov.in/eprocure/app

**KINDLY NOTE THAT ONLY ONLINE BID THROUGH
eprocure.gov.in/eprocure/app**

WILL BE CONSIDERED AGAINST THIS TENDER

Contacts:

- 1) RCF Helpline Number: 022-25522760 (10.00 a.m. to 5.00 p.m.)
- 2) Ms. Anuradha C (Tel:+91 022 2552 2056), e-mail: anuradha@rcfltd.com
- 3) Mr. M Ramesh (Tel: +91 022 2552 2060), e-mail: mramesh@rcfltd.com

THIS TENDER DOCUMENT CONTAINS:

Sr. No.	Documents	Item details	Pages
1	NIT	Instruction For Bidders	3-7
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3	ANNEX – II	Format – Pre-qualification Details (Not Applicable)	Not Attached
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Notice Inviting Tender No.: E233190901

INSTRUCTION FOR BIDDERS

This is a Notice Inviting Tender (NIT) for Supply of Baskets from M/s BHEL meeting the specifications as specified herein after as per the terms & conditions stated hereinafter:

1.01 Item Description & Quantity for Supply:

Sr	Short Text	Qty Required (in Nos)
1	Supply of Baskets as per Annexure-I	As per BOQ

Following terms & condition shall override the respective term and condition of GTC (Annexure V)

1.02 **EARNEST MONEY DEPOSIT (EMD):** Rs. 30,000/- 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 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 modes shall 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.

VENDOR REGISTRATION DEPOSIT (VRD) :

Alternately bidder can submit the valid Vendor Registration Deposit (VRD) certificate issued by RCF for minimum value of Rs. 40,000/- .

- We will accept one-time Vendor Registration Deposit (VRD) in place of EMD, same may be considered for future tenders of RCF.
- The VRD will be interest free.
- VRD to be deposited for this particular tender is minimum Rs. 25,000/-
- Where-ever VRD is submitted by the bidder, No EMD is required to be given by the bidder, even if the bidder is bidding for more than one tender.

A party can request for refund of VRD back and such requests shall be processed once in a year in the month of April i.e refunds will be made only in the month of April and not in between.

1.03 **Part Order Quantity:** NOT APPLICABLE

1.04 **Bid Validity:** offer should be valid for **60 days** from the date of tender opening.

1.05 **Payment terms:** 100% payment will be made on the 30th day from the date of receipt of material at RCF stores subject to acceptance of material at RCF stores.

1.06 **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 or website of CPPP www.eprocure.gov.in. Online Bids are to be submitted on website www.eprocure.gov.in.

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 cost of digital signature will be borne by respective tenderer.

Kindly refer [bidder's manual kit](#) available on bidders section on e-tendering website for detailed procedure for bid submission or Bidders can take help of our Helpdesk Centre (022-2552 2760) for registration and bid submission procedures.

It is advised that the bidder uploads small sized documents (preferably up to 5 MB) at a time to facilitate in easy uploading into e-tendering site. Standard documents required for tenders can be uploaded in 'My space' facility in your account. **Maximum size allowed for offer submission is 25 MB.**

The bids shall be uploaded in **single bid System** in electronic form only through e-tendering system on www.eprocure.gov.in website. The bidders shall be required to submit their offers as explained below.

BIDS SHOULD BE SUBMITTED AS PER FOLLOWING INSTRUCTIONS ONLY:

1. The bids should be submitted in the following format:

Packet:1 Scanned copy of duly filled "Technical Bid along with catalogue if any" (**Annexure-I**).

Packet:2: Scanned copy of (a) "Process compliance statement" and "Tax Compliance Clauses", (**Annexure-III, III-A and ANNEXURE-IX**) printed on bidder's letter head duly signed and stamped by appropriate authority, (b) duly filled, signed and stamped Vendor Data Update Form (**FORMAT-C**) along with Cancelled Cheque.

Packet:3 Scanned copy of (a) duly filled "Commercial terms and conditions" (**Annexure-IV**) (b) EMD deposit/VRD proof.

Packet:4: 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, Chembur** 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 shall be liable for rejection.

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 fields/cells of 'BOQ sheet', blank fields/cells in BOQ sheet will be treated as that rate is 'Included in basic rate' of material quoted by you.

3. Please save your BOQ sheet (Price bid) without changing it's name & format and upload this completed BOQ sheet with your quoted rates in Finance Envelope as per instruction given above.
4. For any queries and help please contact RCF Helpdesk Number-022-25522760 or contacts given on first page of Tender documents.
5. **Kindly fill data in Price bid (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 Unit in white cell in front of each item you want to quote. Blank field/cell will be considered as a 'regret' for that item.

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.

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 (not included in 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 by RCF then put insurance charges 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 + P&F +Freight + Insurance of each item, please quote GST in '%' e.g. 5%. (Do not enter '%' key in this field).

Terms and Conditions related to GST

- A) 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.
 - B) If supply / service provided is from multiple states, then please mention state wise GST Registration Number for each state separately.
 - C) If bidder is not liable to take GST registration, i.e., having turnover below threshold of ₹20 lacs (₹10 lacs 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.
 - D) 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.
 - E) 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 III).
 - F) 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 III)
- 1.07 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.

1.08 **Mutually Agreed Damages (MAD) Clause:**

For Late Delivery: MAD shall be applicable for delayed supplies @ ½ % per week or part thereof subject to maximum of 5 % of total P.O value plus GST.

1.09 Mutually agreed damages clauses for late completion of installation, configuration etc.: late delivery clause is applicable for the delayed delivery @ 1 % per week of delay to maximum 10 % of total installation & commissioning value plus GST

1.10 **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.

1.11 **Firm Price Clause:** All prices shall remain firm during contractual delivery period.

1.12 **Security Deposit clause:**

Successful bidder will have to submit the security deposit for 10% of total contract value within 15 days from receipt of P.O in the form of bank guarantee as per RCF format from RCF's approved list of Bankers covering the delivery period plus 3 months.

In case of difference between the quotes of L1 and L2 bidders is more than 20% and there are 3 or more technically and commercially qualified bidders, then the successful bidder has to furnish security deposit for 20% amount.

1.13 **Performance Guarantee Clause:**

Successful bidder will have to submit Performance Bank Guarantee for 10% of contract value within 15 days from the date of supply of material in the form of bank guarantee as per RCF format from RCF approved banker covering the period of 18 months from the date of supply or 15 Months from the date of Installation, whichever is earliest.

1.14 No voluntary discount shall be considered if submitted after the intimation for price bid opening has been sent

1.15 All MSE bidders shall register /declare their UAM number in CPP Portal and copy of this registration / declaration shall be attached with the offer; failing which such bidders shall not be able to take benefits as per PP policy for MSME order 2012.

1.16 For MSE bidders Trade Receivable discounting system (TreDS) facility is available as per details given in Annexure VII.

2 MAKE IN INDIA POLICY:

2.01 Provisions of Public Procurement (Preference to make in India) order 2017 notified vide order no. P-45021/2/2017 BE - II dated 15" June 2017 of Ministry of Commerce and Industry, Department of Industrial Policy and Promotion (DIPP) shall be applicable.

2.02 Bidders seeking benefits under Purchase Preference to Make in India (linked with local content) shall have to comply with the provisions specified under the Public Procurement (Preference to Make in India) order 2017. The salient features of which are as under:

(a) Minimum local content: - The minimum local content shall ordinarily be 50%

(b) Margin of Purchase Preference: - The margin of purchase preference shall be 20%.

2.03 In case of procurement for a value up to Rs 10 crore, the local supplier at the time of tender, bidding or solicitation shall be required to provide self - certification that the item offered meets the minimum local content of 50% and shall give details of the location(s) at which the local value addition is made. In case of procurement for a value in excess of Rs 10 crore, the local supplier shall be required to provide a certificate from Statutory Auditor or Cost Auditor of the Company

(in the case of Company) or from practicing Cost Accountant or practicing Chartered Accountant (in respect of suppliers other than Company) giving the percentage of local content.

- 2.04 A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for Purchase Preference under this Order for procurement by any other procuring entity for the duration of the debarment. A self -certificate to the effect that the bidder has not been debarred by any procuring entity from violation of this order should be STATED IN Annexure XII of this NIT.
- 2.05 In case of participation of MSEs and Make in India (local content) Vendor against the same tender, MSE Vendor will be given preference to match with L-1 bidder as per Public Procurement Policy. MSE Vendor will be evaluated with 15% purchase preference and local content Vendor will be evaluated with 20% purchase preference.
- 2.06 In case a bidder is eligible to seek benefit under Purchase PP- LC (Purchase Preference-linked with local content) policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against one of the two only i.e. either PP-LC or MSE policy. The option once exercised cannot be modified subsequently.
- 2.07 Purchase preference benefits shall be extended to the bidder based on the declared option subject to the bidder meeting the requirements contained in that purchase preference policy. In case a MSE bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefits available to MSE Bidders under PPP-2012. However, the exemption from furnishing Bid security/EMD shall continue to be available to MSE Bidders.

TECHNICAL BIDANNEXURE-I

(To be submitted in packet 1 of Part-I along with detailed Technical Specifications of products quoted)

Sr. No.	RCF Requirement/Specification	Qty	Bidder's offer	Remarks/Deviation
1.	Item Code: 300027278 AIR-PREHEATER-COLD END BASKET-A: COLD END BASKET - A , MATERIAL CORTEN STEEL SIZE : SH 1.214 X HT 305 MM, PROFILE-NF, FOR LJUNGSTORM AIR PRE HEATER TYPE-21 VIR 56, FOR BHEL MAKE VU 40 BOILER.	12 NO	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed	
2.	Item Code: 300027279 AIR-PREHEATER-COLD END BASKET-B COLD END BASKET - B, MATERIAL : CORTEN STEEL SIZE:SH 1.214 X HT 305 MM, PROFILE NF, FOR LJUNGSTORM AIR PRE HEATER TYPE-21, VIR 56, FOR BHEL MAKE VU 40 BOILER.	24 NO	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed	
3.	Item Code: 300027280 AIR-PREHEATER-COLD END BASKET-C.21 COLD END BASKET C-21, MATERIAL: CORTEN STEEL SIZE: SH 1.214 X HT 305 MM, PROFILE-NF, FOR LJUNGSTORM AIR PRE HEATER TYPE-21, VIR 56, FOR BHEL MAKE VU 40 BOILER.	24 NO	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed	
4.	Item Code: 300027281 AIR-PREHEATER-HOT END BASKET-A HOT END BASKET-A, MATERIAL: IS - 513 DD, SIZE: SH 0.63 X HT 711 MM, PROFILE -DU, FOR LJUNGSTORM AIR PRE HEATER TYPE-21, VIR 56, FOR BHEL MAKE VU 40 BOILER.	12 NO	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed	
5.	Item Code: 300027282 AIR-PREHEATER-HOT END BASKET-B HOT END BASKET- B MATERIAL: IS - 513 DD, SIZE: SH 0.63 X HT 711 MM, PROFILE-DU, FOR LJUNGSTORM AIR PRE HEATER TYPE-21, VIR 56, FOR BHEL MAKE VU 40 BOILER.	12 NO	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed	
6.	Item Code: 300027283 AIR-PREHEATER-HOT END BASKET-C.21 HOT END BASKET- C 21, MATERIAL: IS - 513 DD, SIZE: SH 0.63 X HT 711 MM,	12 NO	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed	

	PROFILE- DU, FOR LJUNGSTORM AIR PRE HEATER TYPE-21, VIR 56, FOR BHEL MAKE VU 40 BOILER.			
7.	Item Code: 300027284 AIR-PREHEATER-HOT INTER-BASKET-A HOT INTERMEDIATE BASKET- A, MATERIAL : IS 513 DD SIZE : SH 0.630 X HT 406 MM, PROFILE-DU, FOR LJUNGSTORM AIR PRE HEATER TYPE-21, VIR 56, FOR BHEL MAKE VU 40 BOILER.	12 NO	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed	
8.	Item Code: 300027285 AIR-PREHEATER-HOT INTER-BASKET-B HOT INTERMEDIATE BASKET- B, MATERIAL : IS 513 - DD SIZE : SH 0.630 X HT 406 MM, PROFILE-DU, FOR LJUNGSTORM AIR PRE HEATER TYPE-21, VIR 56, FOR BHEL MAKE VU 40 BOILER.	12 NO	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed	
9.	Item Code: 300027286 AIR-PREHEATER-HOT INTER-BASKET-C.21 HOT INTERMEDIATE OBASKET- C 21, MATERIAL: IS 513 DD SIZE : SH 0.630 X HT 406 MM, PROFILE-DU, FOR LJUNGSTORM AIR PRE HEATER TYPE-21, VIR 56, FOR BHEL MAKE VU 40 BOILER.	12 NO	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed	
10.	BIDDER SHALL MENTION THE HSN CODE AND SUBMIT TECHNICAL CATALOG/DATA SHEET (IF ANY) OF OFFERED ITEMS (Kindly note that your offer shall be considered incomplete without above information and shall be liable for rejection)		<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed	
SIGNATURE WITH STAMP				

ANNEXURE- III

Process Compliance Form

(Tenderers are required to print this on their company's letter head and sign, stamp before uploading in Packet-3 of Part-I bid. Signed and Stamped Annexure-IX Tax compliance clauses, Format-C Vendor Update Form and cancelled Cheque are to be uploaded along with this Annexure-III in Packet-3)

To

M/s. RCF Ltd.

Attention:

Sub: Acceptance to the Process related Terms and Conditions for the e-Tendering

Dear Sir,

This has reference to the Terms & Conditions for e-Tendering mentioned in the tender No.: E233190901

We hereby confirm the following –

- 1) The undersigned is the authorized representative of the company/ organization.
- 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 honour the bid submitted by us during the e-tendering.
- 4) We give undertaking that if any mistake occurs while submitting the bid from our side, we will honour 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.
- 7) We agree and confirm that we have read, understood and accept the Special Instructions to the contractors / bidders for the e-submission of the bids online through this procurement portal of CPPP as displayed under Help for Contractors.
- 8) We accept the Integrity Pact as given in the tender document (if applicable).
- 9) We do authorize RCF, Ltd for seeking information/clarification from our/my bankers having reference in this bid.
- 10) We hereby confirm that if any of the documents submitted by us are not as per the tender documents, then the bid shall be rejected.

With regards

Signature with company seal

Name :-

Company / Organization :-

Designation :-

E-mail Id :-

Tel no. :-

Mobile no. :-

ANNEXURE III-A-Tender Authorization Form

To

M/s. RCF Ltd.

Attention:

Sub: Authorization for the Tender and any communications regarding the tender

Ref: NIT : _____ dt _____

I (Full name) _____ Owner/ Proprietor/ Director/ Partner of

M/s _____, hereby authorize following person/s to submit Quotation/ offer, documents and correspondence on behalf of our organization in response to your above referred NIT.

The person/s authorised are mentioned below:

1. _____ Name :- E-mail Id Tel no. Mobile no Signature: _____	2. _____ Name :- E-mail Id Tel no. Mobile no Signature: _____
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Authorised by

Signature with company seal

Name :-

Company / Organization :-

E-mail Id :-

Tel no. :-

Mobile no. :-

ANNEXURE- IV

COMMERCIAL TERMS AND CONDITIONS

(NOTE: Please tick mark the applicable option, fill the details along with page number and upload this Annexure in packet 4 of Part-I along with documents pertaining to (a)MSME, (b) SC/ST, (c) EMD deposit proof)

Name of bidder:			
Sr. No	COMMERCIAL CLAUSES	Bidder confirmation (please put v in front of your confirmation)	Packet/Page No
1.	EMD Amount of Rs. 30,000/- or MSME or NSIC	<input type="checkbox"/> EMD UTR No.: _____ <input type="checkbox"/> MSME certificate <input type="checkbox"/> NSIC certificate	_____/_____ _____/_____ _____/_____
2.	Packing & forwarding: If payable extra on total basic rate of each item, please quote in '%' of basic rate in price bid (BOQ sheet).	<input type="checkbox"/> Quoted in BOQ @ % <input type="checkbox"/> Not Quoted (Charges for transport worthy packing Included in basic rate)	
3.	Freight charges: Supplier will have to deliver the material up to RCF stores. Freight charges should include transportation of material up to RCF stores, Chembur.	<input type="checkbox"/> Quoted in BOQ @% <input type="checkbox"/> Not Quoted (Freight included in basic price till RCF Stores)	
4.	Insurance: If Insurance charges are payable extra by RCF then put insurance charges in BOQ.	<input type="checkbox"/> Not Quoted (Transit insurance will be borne by bidder and is included in basic price.) <input type="checkbox"/> RCF account (Put '1%' (one) in this field in BOQ).	
5.	GST: If payable extra on total basic rate of each item, please quote GST in '%' e.g. 5%. GST will be applicable on 'basic rate + Packing & forwarding charges + Freight + Insurance'. GST is mandatory to be quoted in BOQ. If not quoted in BOQ, it will be considered inclusive and basic price shall be calculated accordingly	<input type="checkbox"/> Quoted in BOQ @% <input type="checkbox"/> Not quoted	
6.	Delivery period from the date of PO (Please quote your best delivery period)	----- Days	
7.	Mutually agreed damages clause for late delivery: L.D @ 0.5% per week or part thereof subject to maximum of 5% of total PO value plus GST	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed	

8.	Defect Liability Period shall be 18 months from the date of Supply or 12 months from the date of Installation whichever is earlier.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed	
9.	Firm price: Price shall remain firm throughout contract period	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed	
10.	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.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed	
11.	Payment Terms: 100% payment will be made on the 30 th day from the date of receipt of material at RCF stores subject to acceptance of material at RCF stores.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed	
12.	<p>Security Deposit Clause: Successful bidder will have to submit the <u>security deposit for 10% of total PO value</u> within 15 days from receipt of P.O in the form of bank guarantee as per RCF format from RCF's approved list of Bankers covering the delivery period plus 3 months.</p> <p>Performance Guarantee Clause: Successful bidder will have to submit <u>Performance Bank Guarantee equivalent to Security Deposit</u> for 10% of contract value within 15 days from the date of supply of material in the form of bank guarantee as per RCF format from RCF approved banker covering the period of 18 months from the date of supply or 15 Months from the date of Installation, whichever is earlier.</p> <p>In case of difference between the quotes of L1 and L2 bidders is more than 20% and there are 3 or more technically and commercially qualified bidders, then the successful bidder has to furnish SD/PBG for 20% amount.</p>	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed	
13.	Terms and Conditions of Technical Bid of Annexure-I	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed	
14.	All other terms and condition of NIT	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed	
15.	Terms and condition of integrity pact as per NIT	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed	
Sign and stamp of bidder			

ANNEXURE – V
RASHTRIYA CHEMICALS & FERTILIZERS LTD.
(Government of India Undertaking)
NOTICE INVITING TENDER
GENERAL TERMS & CONDITIONS

1.0.0 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, r 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) a tender or quotation duly signed in response t 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 works as well as in 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 of 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 modifications in the tenders shall be considered under any circumstances.

All tenderers are requested to submit their tenders STRICTLY as per 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 - 400 074, 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 Date 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 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 super scribed 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 tenderers as may be required so as to bring the tenders at part technically.

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

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

4.0.0 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 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 modes shall 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 instruction to bidders.

4.0.01 Any request to adjust Earnest Money Deposit out of the tenderer'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 TENDERER 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 TENDERER will be refunded after the successful TENDERER furnishes the security deposit.

5.0.00 SECURITY DEPOSIT.

The Security Deposit for proper & timely fulfillment of

the CONTRACT has to be paid by every successful TENDERER. 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 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 21 months from the date of supply or 15 Months from the date of Installation, whichever is earliest.

7.0.0 VALIDITY OF TENDERS.

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

8.0.0 TENDER INFORMATION

Tenders should include inter alia the following information.

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

- I. 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)-Itemized 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 equipment.
 - j)- TENDERER shall state name of the manufacturers proposed for every equipment item, which is not of his own manufacture.
 - k)- List of similar equipment 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, Draft No. and date, Payee Branch of the Bank.

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 2000.

K)- Copies of commercial part of tenders with all prices duly blanked 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 (part-II)

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 120 days from the tender closing date for placement of Purchase Order/work Order.

g)- A certificate showing that the prices will be firm and valid during the CONTRACT period and not subject to any escalation whatsoever.

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 tenderers 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 tender documents.

10.0.0 Transmission 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 & Fertilizers 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 despatch of tenders, TENDERS RECEIVED AFTER CLOSING DATE ARE LIABLE TO BE REJECTED.

11.0.00 Accompaniments.

All tenders 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.

12.0.0 Compensation for submission of 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 tender or reject all tenders.

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. TENDERER 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 Trombay 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. Tenders submitted jointly by Manufacture(s) located in India and Foreign Manufacturer(s).
- ii. Tenders 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 a 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 OT 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 alongside vessel of dock in FAS and on board in case C&F, FOB tenders and deliver material free at our Trombay site in case of Indian tenderers.

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 C&F and 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 enroute 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.

17.0.0 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 tenderers also shall follow the metric system.

18.0.00 Right of Acceptance & Rejection of Tender.

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 opening or evaluating the tenders. The decision of RCF regarding performance evaluation shall be final.

19.0.0 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 Measure 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 remainder 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 400 074, 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)- Tenderers' experience in manufacturing similar equipment for similar duties and whether such equipment are in service and operating successfully at designed conditions.

vi)- Maintainability and availability of maintenance assistance/support if 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)- Tenderers' 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 equipment.

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 withhold 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 elsewhere 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 110% of the 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 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 liquidated 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 equipment or materials the CONTRACTOR agree for price reduction. The agreed price reduction

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% for complete week of delay 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% for complete week of delay 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 trails 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 fulfil 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 SU B CONTRACTOR or relieve the CONTRACTOR from any of his contractual obligations and responsibilities.

29.0.0 Disputes and Arbitration

In the event of any question, dispute or difference arising under the CONTRACT, the same shall be referred to the sole arbitration of a person appointed to the Arbitrator by CMD, RCF. There will be no objection that the Arbitrator is in service of RCF that he had to deal with the matters to which the CONTRACT relates or that in the course of his duties as an employee of RCF he had expressed views on all or any of the matters in dispute or difference. The Arbitrator shall give a reasoned or speaking award. The award of the Arbitrator shall be final and binding on the parties to the CONTRACT. In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, it shall be lawful for the CMD. RCF to appoint another Arbitrator in place of outgoing Arbitrator in the manner aforesaid. The venue of arbitration shall be Mumbai.

30.0.0 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 UNIVERSAL SOMPO GENERAL INSURANCE CO. LIMITED; Unit No 401, 4th Floor, Sangam Complex, 127, Andheri Kurla Road, Andheri (E), Mumbai – 400059; Board: 022 – 29211800

a)Mandar Gadre (Branch Manager)
9004085368;email.Mandar.gadre@universalsompo.com

b)Pradeep K Singh(Zonal Head Mumbai)9702280097;
email Pradeep.singh@universalsompo.com

c)Kaushik Jain(Manager-Head Office)9819801806; email Kaushik.jain@universalsompo.com or such other Insurance Company as may be prescribed by RCF from time to time.

Advance intimation of dispatch of consignment(s) shall be given by the CONTRACTOR to our underwriters indicating there in the manner of dispatch, 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 packing 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 UNIVERSAL SOMPO GENERAL INSURANCE CO. LIMITED; Unit No 401, 4th Floor, Sangam Complex, 127, Andheri Kurla Road, Andheri (E), Mumbai – 400059; Board: 022 – 29211800

a)Mandar Gadre (Branch Manager)
9004085368;email.Mandar.gadre@universalsompo.com

b)Pradeep K Singh(Zonal Head Mumbai)9702280097;
email Pradeep.singh@universalsompo.com

c)Kaushik Jain(Manager-Head Office)9819801806; email Kaushik.jain@universalsompo.com 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 despatched with dispatch particulars.

30.0.02 Foreign Suppliers.

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

31.0.0 Taxes and Duties

All taxes and duties should be shown separately in the 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.

33.0.0 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 tenderers should submit the following documents along with the commercial part of the tender.

1)- A certificate signed by Independent Chartered Accountant 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 any interest. In case 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 furnish 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 the 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 sabotage, 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 provided 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 fulfilment 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 endeavour to prevent, overcome 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.

Annexure- VI

CONDITIONS RELATED TO INTEGRITY PACT

RCF is committed to ensure that it carries its business with integrity and transparency. The Company has framed rules 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 procure/ undertake the Project/Work (Delete what is not applicable) 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.

RCF has therefore laid down the following transparent procedures (wherever required is referred to as the 'Integrity Pact') which is expected to be adhered by the Company as well as the BIDDER:

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 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 In case any preceding misconduct on the part of any official(s) is reported by the BIDDER to RCF with full and verifiable facts, 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.

2. Commitments of BIDDER:

2.1 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:

2.2 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 in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

2.3 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 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.

2.4 BIDDER shall disclose the name(s) and address(es) of foreign principals, associates, agents and distributors, advisors, representatives and sub-contractors.

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

2.6 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.

2.7 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.

2.8 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.

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

2.10 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.

2.11 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.

2.12 The BIDDER shall not instigate or cause to instigate any third party to commit any of the actions aforesaid.

2.13 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.

2.14 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. Previous Transgression

i. The BIDDER declares that no previous transgression occurred in the last three years, in respect of any corrupt practices envisaged hereunder, and/or with any Public Sector Enterprises/ Government department that could justify BIDDERS exclusion from the tender process.

ii. The BIDDER agrees that if it makes any incorrect statement in the bid, BIDDER can be disqualified from the tender process of the contract, and if already awarded, the Contract can be terminated for such reason.

4. Earnest Money / Security Deposit:

4.1 The value and the validity of the Earnest Money / Security Deposit required to be given by bidder shall be as mentioned in NIT.

4.2 In case the successful BIDDER violates any of the terms of NIT, RCF shall be entitled to forfeit the EMD/SD without assigning any reason.

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) 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.

5.2 RCF will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (x) 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 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 the conditions 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.

6. Facilitation of Investigation:

In case of any allegation of violation of any provisions of these terms or payment of commission, 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.

7. Law and Place of Jurisdiction:

Indian Law shall be applicable to the NIT and Courts in Mumbai shall have Jurisdiction.

8. 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.

9. Validity:

9.1 The validity of this Integrity Pact shall be from date the NIT is issued 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.

9.2 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.

Annexure- VII

1 BENEFITS TO MICRO AND SMALL ENTERPRISES:

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:**

- 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/1st 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. 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.
- iv. 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 20% 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 20% 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. The above shall be subject to that the participating MSE (including SC/ST) 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 20% 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 20% in addition to equally sharing the balance 16% with other non-SC/ST MSEs.

In case of more than one SC/ST MSE matching the L1 price, they shall equally share 4% of the order, and additionally share the balance 16% with other non-SC/ST MSE bidders.

(c) Exemption from Earnest Money Deposit (EMD)/ Tender cost and Security Deposit (SD) 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/epublish/app>) 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, as MSE units for Benefits.

2 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:

1. Receivables Exchange of India (RXIL), which is a joint-venture between National Stock Exchange and SIDBI;
2. 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	mandar.hukeri@rxil.in
A Treds	Ms. Deepa Rath	9980771532	Deepa.rath@invoicemart.com ;
	Mr. Hitesh Popli	9930061225	hitesh.popli@invoicemart.com

M1 Exchange	Jacob Raphael V	7506197628	jacob.r@m1xchange.com
	Nieshant Nagda	9870337378	nishant.nagda@m1xchange.com

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.

Payments 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.

FORMAT-A

FORMAT FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT AND PERFORMANCE GARANTEE

(To be submitted on Rs. 500 valid non judicial stamp paper)

Bank Guarantee No. _____ dated _____

M/s Rashtriya Chemicals & fertilizers Ltd,

.....,
.....
.....

Dear Sirs,

In consideration of M/s Rashtriya Chemicals and Fertilizers Limited, [hereinafter referred to as 'RCF', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns], having agreed to exempt, M/s. _____ having its registered/principal office at _____ [hereinafter referred to as 'Supplier / Contractor' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns], from depositing with RCF a sum of Rs. _____ towards security / performance guarantee in lieu of the said Supplier / Contractor having agreed to furnish an irrevocable bank guarantee for the said sum of Rs. _____ as required under the terms and conditions of Contract / Work Order / Purchase Order no. _____ dated _____ [hereinafter referred as the 'Order'] placed by RCF on the said supplier / contractor, we, _____ [hereinafter referred to as 'the Bank' which expression shall include its successors and assigns] do hereby undertake to pay RCF an amount not exceeding Rs. _____ [Rupees _____] on demand made by RCF on us due to a breach committed by the said Supplier / Contractor of the terms and conditions of the Order.

1. We _____ the Bank hereby undertake to pay the amount under the guarantee without any demur merely on a demand received in writing from RCF stating that the Supplier / Contractor has committed breach of the term(s) and/or condition(s) contained in the Order and/or failed to comply with the terms and conditions as stipulated in the Order or amendment(s) thereto. The demand made on the Bank by RCF shall be conclusive as to the breach of the term(s) and/or condition(s) of the Order and the amount due and payable by the Bank under this guarantee, notwithstanding any dispute or disputes raised by the said Supplier / Contractor regarding the validity of such breach and we agree to pay the amount so demanded by RCF forthwith and without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ [Rupees _____].

2. We, _____ the Bank further agree that this irrevocable guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Order and that it shall continue to be enforceable till all the dues of RCF under or by virtue of the said Order have been fully paid and its claim satisfied or discharged or till RCF certifies that the terms and conditions of the Order have been fully and properly carried out by the Supplier / Contractor and accordingly discharge the guarantee.

3. We _____ the Bank, undertake to pay to RCF any money so demanded notwithstanding any dispute or disputes raised by the said Supplier / Contractor in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be valid discharge of our liability for payment there under and the said Supplier / Contractor shall have no claim against us for making such payment.

4. We _____ the Bank further agree that RCF shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the Order or to extend time of performance by the said Supplier / Contractor from time to time or to postpone, for any time or from time

to time, any of the powers exercisable by the RCF against the said Supplier / Contractor and to forbear or enforce any of the terms and conditions relating to the Order and shall not be relieved from our liability by reason of any such variation or extension being granted to the said Supplier / Contractor or for any forbearance, act or omission on the part of RCF or any indulgence by RCF to the Supplier / Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

5. In order to give full effect to this guarantee, RCF will be entitled to act as if the BANK were the principal debtor and the BANK hereby waives all rights of surety ship.

6. Our liability under this bank guarantee is restricted to Rs. _____ [Rupees _____] and shall remain in force up to _____ and thereafter till the expiry of the extended period, if any, (hereinafter Validity period). Unless a demand is made under this guarantee on us in writing at any time from the date of issue of the guarantee till the expiry of the Validity period, we shall be discharged from all liabilities under this guarantee thereafter.

7. The claim, if any, under this guarantee, shall be lodged at (address of BANK & Branch) _____.

8. This guarantee will not be discharged due to change in the constitution in the Bank or the said Supplier / Contractor or the provision of the contract between Supplier / Contractor and RCF.

9. The BANK hereby agrees that the Courts in Mumbai shall have exclusive jurisdiction in any matter of dispute between RCF and the Bank and the Bank hereby agrees to address all the future correspondence in regard to this bank guarantee to Chief Finance Manager, Rashtriya Chemicals and Fertilizers Limited, Administrative Building, Mahul Road, Chembur, Mumbai 400 074. INDIA.

10. We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

11. We, _____ the Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the RCF in writing.

SIGNED AND DELIVERED ON THIS _____ DAY OF _____

Yours faithfully,

For and on behalf of _____ (bank)

Signature of Authorised Official of bank

Name of the Official:

Designation of the Official:

Name of Bank:

Branch:

Address of Branch:

Telephone / Mobile No :

Fax No:

Email Id:

(Please note that without contact details BG shall be treated as invalid)

LIST OF RCF APPROVED BANKERS FOR BANK GUARANTEES

A) NATIONALISED BANKS:	B) OTHER PRIVATE BANKS:	C) FOREIGN BANKS:
1.State Bank of India 2.Allahabad Bank, 3.Andhra Bank, 4.Bank of Baroda, 5.Bank of India, 6.Bank of Maharashtra, 7.Canara Bank, 8.Central Bank of India, 9.Corporation Bank, 10.Dena Bank, 11.Indian Bank, 12.Indian Overseas Bank, 13.Oriental Bank of Commerce, 14.Punjab & Sind Bank, 15.Punjab National Bank, 16.Syndicate Bank, 17.UCO Bank, 18.Union Bank of India, 19.United Bank of India, 20.Vijaya Bank.	1.Axis Bank Ltd. 2.Catholic Syrian Bank Ltd 3.City Union Bank Ltd 4.HDFC Bank Ltd. 5.ICICI Bank Ltd 6.IDBI Bank Ltd 7.Kotak Mahindra bank Ltd., 8.South Indian Bank Ltd., 9.Tamilnad Merchantile Bank Ltd., 10.The Federal Bank Ltd., 11.The Jammu & Kashmir bank Ltd, 12.The Karnataka Bank Ltd, 13.The Karur Vysya Bank Ltd. 14.Yes Bank	1.American Express Bank Ltd, 2.Bank of American National Trust & Saving Association, 3.Bank of Tokyo – Mitsubishi UFJ Ltd, 4.Barclays Bank PLC 5.BNP Paribas 6.Calyon Bank 7.Citibank N.A., 8.Deutsche Bank, 9.Development Bank of Singapore (DBS) 10.Hong Kong & Shanghai Banking Corporation Ltd, 11.JP Morgan Chase Bank, 12.Royal Bank of Scotland 13.Standard Chartered Bank,

FORMAT-C

VENDOR DATA UPDATION FORM

-	Both New Vendors and Existing Vendors may please note that details listed below are required and will be used for making all payments POs / WOs, refund of EMDs / SDs, forwarding the details of payments by email, issue of TDS certificates, Works Contract TDS Certificate, C Form for CST purchases etc.					
	Vendors registered with RCF and currently receiving payment through Direct Bank Credit need to indicate only the RCF Vendor code and may not fill and furnish the other details again, if all the details as above are already furnished to RCF earlier and available in RCF SAP Vendor Master.					
Sr. No	Title	Sub Titles		Purpose to be used for		
I	NAME	Title (Whether Company / M/s / Mr / Mrs / etc.)				
		Name (As it appears on the Bank Cheque)	*			
		Type (Whether for Purchases or Services)		<i>will be filled by RCF</i>		
		RCF Vendor Code (for existing RCF Vendors)				
		RCF Vendor Code (for new Vendors, RCF will create and fill)	*	<i>will be filled by RCF</i>		
II	ADDRESS	House/ bldg. Number	*			
		Street	*			
		Street				
		City / Postal Code	*			
		District / State	*			
		Country				
		Region Code		<i>will be filled by RCF</i>		
III	SUPPLY STATE	District / State (If the state from which supplies are going to be made is different from the State given above, then specify the Place / State for C- forms.)	*	<i>To be given, if applicable.</i>		
		Other Region Code		<i>will be filled by RCF</i>		
IV	COMMUNICATION	Contact person	*			
		Telephone incl. ext.		<i>STD Code</i>	<i>Tel No</i>	<i>Extn</i>
		Mobile Phone	*			
		Fax		<i>STD Code</i>	<i>Tel No</i>	
		Email	*			
		Standard communication method		<i>by email only</i>		
V	ACCOUNT CONTROL	If also a RCF's Customer?		<i>Yes / No</i>		
		Group Key		<i>will be filled by RCF</i>		

VI	TAX INFORMATION	GSTIN Reg. No.				
		PAN NO.	*			
VII	DETAILS OF BANK	Bank Key		<i>will be filled by RCF</i>		
		Bank Account No. of Vendor	*			
		Name of Bank	*			
		Name of Branch	*			
		Bank IFSC Code	*			
		Bank Branch Code (Only for SBI accounts)				
		Bank Address	*			
		Bank City	*			
		9 Digit code appearing on MICR cheque	*			
		Telephone No. of Bank		STD Code	Tel No	Extn
		Fax No. of Bank		STD Code	Fax No.	
		Type of Account (for SB A/c=10, Current A/c=11 or CC=13)	*			
		Region		<i>will be filled by RCF</i>		
VIII	REFERENCE DATA	Industry (whether PSU, air force, military, Govt, others)				
		Micro / SSI Status (Whether Micro , Small, Medium Enterprise under Micro , Small and Medium Enterprises Development Act, 2006)				
	For new vendors :					
1	It is mandatory (Compulsory) to fill relevant data for item marked " * "					
2	Enclose a blank cheque / a photocopy of the cheque.					
3	Enclose a photocopy of Pass Book first page containing name and address of Account Holder					
4	We hereby authorise RCF Ltd to make all payments to us by Direct Credit to our Bank Accounts details of which are given above.					
5	We hereby authorise RCF Ltd to deduct bank charges applicable for such Direct Bank Payments					
				Signature	
Place		Common Seal		Name	
Date				Designation	

Annexure- IX

Tax Compliance Clauses

Vendor/Supplier/Contractor declares that:

1. Vendor/Supplier/Contractor/Contractor shall ensure timely submission of invoice(s) as per rules/regulations of GST with all required supporting document(s) within a period specified in Contracts/LOA to enable RCF to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
2. Vendor/Supplier/Contractor would promptly pay GST, as per law, for the supplies made to RCF Ltd and would upload returns within the prescribed time to enable RCF Ltd., to avail the input tax credit [ITC].
3. 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 RCF Ltd., as per GST provisions.
4. In the event of default on his part in payment of tax and submission / uploading of monthly returns, RCF is well within its powers to withhold payments, especially the tax portion, until Vendor/Supplier/Contractor corrects the default and / or complies with the requirements of GST and produces satisfactory evidence to that effect or upon GST appearing on the Company GST portal.
5. If, as a result of any delay or default on his part, RCF Ltd., is rendered unable to avail ITC, he would, at his own cost, get the shortcoming rectified in the return to be filed immediately thereafter.
6. In case GST credit is delayed/ denied to RCF 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 RCF, GST amount shall be recoverable from Vendor/Supplier/Contractor along with interest levied/ leviable on RCF.
7. In the event of delay getting ITC to RCF Ltd., due to reasons attributable to the Vendor/Supplier/Contractor, RCF Ltd., reserves the right to recover interest at 12% on the tax credit so available for the number of days the ITC was delayed. RCF may recover such amount from the Security Deposit or any such Deposit / Credit Balance / future payments. Accordingly, RCF will raise Invoice/Debit note on the Vendor/Supplier/Contractor.
8. RCF Ltd., 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 above requirements as per GST and Vendor/Supplier/Contractor shall be put under Holiday list as mentioned in the Contract

9. In case the short coming is not rectified by the Vendor/Supplier/Contractor and RCF ends up in reversal of credits and / or payments, Vendor/Supplier/Contractor is fully liable for making good all the loss incurred by RCF as a result of default.
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 Provisions.
11. Anti-profiteering → Vendor/Supplier/Contractor agrees unconditionally that any benefit arising, either directly or indirectly, out of implementation of GST is mandatorily passed on to RCF Ltd.
12. Any GST liability arising on RCF under reverse charge before actual receipt of goods and or services and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.
13. 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 RCF. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then RCF 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 RCF.
14. To make the ITC is available to RCF promptly, the vendor / contractor undertakes to upload scanned copy of invoice with the supporting documents in the portal specifically designed for the purpose in RCF website within 3 days of dispatch / 7 days of completion of service from his end. Non-compliance of the same shall attract the penal clauses as may be reasonably decided RCF.
15. Any late delivery i.e., delivery after the due date attracts payment of damages by the vendor / contractor as agreed mutually. It is agreed by the Contractor that such damages become recoverable by RCF with applicable GST thereon.
16. Any reference in the NIT to CENVAT / VAT / Service Tax and the clauses relating thereto may please be ignored.

SIGNATURE WITH STAMP
(On both pages)

Annexure X

DISCIPLINARY MEASURES

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

Definitions:

A.1 “Fraud” is a wilful act or omission, intentionally committed by an individual either acting independently or in group(s) - by deception, connivance, suppression, cheating or any other fraudulent or illegal means, thereby, causing wrongful gains to self or any other individual and / or wrongful loss to others. This also includes abetment of any act mentioned above. Many a times such acts are undertaken with a view to deceive / mislead others, leading them to do or prohibiting them from doing a bonafide act or take bonafide decision which is not based on material facts.

Ä.2 “Corrupt Practice” means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution. “Corrupt Practice” also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

A.3 “Collusive Practice amongst bidders (prior to or after bid submission)” means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

A.4 “Coercive practice” means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5 “Moral turpitude” means to be a conduct contrary to justice, honesty, modesty or good morals and contrary to what a man owes to a fellowman or to a society in general.

A.6 “Party/Contractor/Supplier/Vendor/Consultant/Bidder/Licensor” shall mean and include but not limited to a public limited company or a private limited company, a joint venture, Consortium, HUF, a firm whether registered or not, an individual, a co-operative society or an association or a group of persons engaged in any commerce, trade, industry etc is herein referred as “Agency”

A.7 “Company/Organization/Employer/Purchaser” is herein referred as “RCF Ltd”.

1.0) HOLIDAY LISTING OF AN AGENCY: -

In the following circumstances, an Agency can be put on 'holiday list', for a minimum duration of one year and up-to a maximum period of three years by RCF Ltd: -

a) In case of non-performance or poor performance, unsatisfactory performance, no response consistently with respect to delivery, not meeting delivery schedule, poor quality and workmanship despite repeated request to improve performance.

b) In case of problems at the Agency end such as labour, financial, legal etc. which are not likely to be resolved by the Agency in next one year.

c) Litigation, including arbitration proceedings, against or by the Agency, which is likely to have an adverse impact on the company, till the dispute is settled.

However, before an Agency is put on holiday, the shortcomings will be brought to the notice of the Agency, in writing, and proper notice specifying the grounds therein will be given in writing of the intention of RCF Ltd to put them on Holiday if the Agency does not rectify the breaches within a specified period of time. One weeks' time will be given to the Agency to offer their explanation. If the explanation is not found to be satisfactory or no explanation is received from the Agency within the stipulated time period, action / approval for putting the Agency on holiday shall be taken by the company without any further notice. Such action would be in addition to other remedies that would be exercised by RCF Ltd. The name of the Agency put on holiday will be displayed on company website and the Agency shall be put on Holiday in all units of the company.

Depending on the severity of the default by the Agency, RCF Ltd can also De-list the Agency in addition to Holiday. In the mean- time, further tenders will not be issued to such an Agency. The offer of such an Agency shall not be considered in RCF tenders.

2.0) DELISTING OF AN AGENCY: -

Necessity may arise for deletion of the name of an approved Agency for a number of reasons. Some of which could be:

- a) Fall in credit rating of the Agency.
- b) Death of the proprietor, in case of single proprietary firm.
- c) Bankruptcy/insolvency of the Agency.
- d) Splitting/merger/closure/ change in constitution of the Agency.
- e) Directive of Board/ Govt. Financial institution/ Court.

Period of De-listing shall be for a minimum period of one year. How-ever RCF Ltd at its discretion can delist the Agency for a maximum period of five years. Name of the De-listed Agency will be displayed on company website and will be on De-listed list in all units of the company. In the mean-time, further tenders will not be issued to such an Agency.

3.0) BLACKLISTING OF AN AGENCY: -

An Agency may be black-listed by the company where: -

- a) There are sufficient and strong reasons to believe that the Agency or his employee have been guilty of unethical or malpractice(s) including formation of cartel, bribery, corruption and fraud including substitution and in execution of PO/WO, smuggling, pilfering, unauthorized use of or disposal of Company's property / materials issued for specific work or
- b) Agency continuously refuses to pay Company's dues without showing adequate reasons or

- c) Agency (Director/Owner of the Agency, proprietor or any partner(s) or representative of the Agency) have been convicted by a court of law for offence involving moral turpitude in relation to business dealing(s) or
- d) Security considerations including suspected security considerations to the Company is envisaged.

In all the above cases from (3a to 3d) a Show Cause notice as to why the Agency should not be Blacklisted will be sent to the Agency. The notice will specify clearly the grounds for considering the Agency for blacklisting and one weeks' time will be given to the Agency to offer their explanation. If the explanation is not found to be satisfactory or no explanation is received from the Agency within the stipulated time period, action / approval for blacklisting shall be taken by the company without any further notice. Period of blacklisting will be minimum for five years.

In case if an Agency is registered for more than one item of supply /work, the decision regarding blacklisting would apply to all the items of supply /works /units of the company.

All the running contracts/other works with the Agency will be terminated immediately after blacklisting. Name of the blacklisted Agency will be displayed on Company website in all units of the company. No further tenders shall be issued to such an Agency.

In-case the Agency is put on Holiday list or on blacklist or gets delisted, EMD and SD, if any, submitted by the Agency shall stand forfeited. EMD/SD/PBG/available balance of other contracts of the same Agency shall also be considered for forfeiture, for the recovery towards any risk and cost amount, if applicable.

Note:

1. Agency shall note that all the points mentioned or stated above under Clause 1.0, 2.0 and 3.0 are only illustrative and not exhaustive. This does not prevent RCF Ltd from taking action against Agency for any other act that may not have been mentioned or stated above but the same falls under the gamut of fraudulent activity and considered as such by RCF Ltd.
2. If it is observed during bidding process / bid evaluation stage or during execution of contract or after execution of contract but during defect liability period that the Agency has indulged in corrupt/fraudulent/collusive/coercive practices, the Agency shall be banned for future business dealings with RCF Ltd for a period specified in the above referred clauses and the EMD/SD/PBG as the case may be, submitted by the Agency stands forfeited.
3. In case if an Agency has been put on holiday list or on blacklist or has got delisted in any other PSU or by Govt. Of India, offer of such an Agency shall not be considered in RCF tenders.

Annexure XI

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, co-operation 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 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 custom duties) as a proportion of the total value, in percent.

'Local supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries / Departments in pursuance of 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 purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

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

'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.

3. Requirement of Purchase Preference: 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 local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:

- a. In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakh or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c as the case may be, shall apply.
 - b. In the procurement of goods which are not covered by paragraph 3a and which are divisible in nature, the following procedure shall be followed:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the margin of purchase preference, and contract for the quantity shall be awarded to such local supplier subject to matching the L1 price. In case such lowest eligible local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher 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 local suppliers, then such balance quantity may also be ordered on the L1 bidder.
 - c. In procurement of goods not covered by sub-paragraph 3a and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
 - ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
 - iii. In case such lowest eligible local supplier fails to match the L1 price, the 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 local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
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 minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
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 local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the 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 local suppliers 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. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and / or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and / or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.
- e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country; or (ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

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 minimum local content of 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.
14. Powers to grant exemption and to reduce minimum local content: Ministries / Departments of Government of India and the Boards of Directors of Governments companies or autonomous bodies may, by written order,
- Reduce the minimum local content below the prescribed level;
 - Reduce the margin of purchase preference below 20%;
 - Exempt any particular item or procuring or supplying entities or class or classes of items or procuring or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be marked to the Member-Convenor of the Standing Committee constituted under this Order.

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 Industrial Policy and Promotion – Chairman
Secretary, Commerce – Member
Secretary, Ministry of Electronics and Information Technology – Member
Joint Secretary (Public Procurement), Department of Expenditure – Member
Joint Secretary (DIPP) – 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

- e. 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
 - f. 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
 - g. 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 1st 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.

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 issue of this Order.