RASHTRIYA CHEMICALS & FERTILIZERS LIMITED
(A Government of India Undertaking)
CIN NO. L24110MH1978GOI020185
Corp. Office: Priyadarshini Bldg. E.E. Highway,
Sion –Mumbai -400 022 INDIA
Website: www.rcfltd.com

D. No. 30-2-17, 1st Floor, Murthy Street, Vijaya talkies Back side,
Eluru Road, Vijayawada – 520002, Andhra Pradesh
Tel. 0866-2435098/2436204; Email: mmrcfvja@gmail.com

Notice Inviting Tender (NIT) for

Tender for Draft Survey, Sampling and Cargo Supervision at East Coast Ports (Kakinada, Adani Krishnapatnam Port Ltd (AKPL), Vizag, Adani Gangavaram Port Pvt Ltd. (AGPL) and Paradip Port) for the period of 24 Months.

Particulars	Details
Tender No.	RCF/MH/ECP/DS/2026-27
Date	13.11.2026
Last Date & Time for Receipt of Tender	04.12.2026 (12.00 PM)
Date & Time for Opening of Tender	04.12.2026 (12.30 PM)
Pre Bid Meeting	20.11.2026; 12.00 PM at State Office Andhra Pradesh (As given Below)
Address for Submission of Bids	RCF Limited, 30-2-17, 1st Floor, Murthy Street, Behind the Vijaya Talkies, Eluru Road, Vijayawada – 520002, AP
Venue for Opening of Technical Bid	RCF Limited, 30-2-17, 1st Floor, Murthy Street, Behind the Vijaya Talkies, Eluru Road, Vijayawada – 520002, AP

NOTE

- **The copy of this NIT along with all annexures, duly signed and stamped on each paper is to be submitted as a token of acceptance of the NIT terms.**

RCF/ MH/ ECP/ DS /2026 – 27 Date:

To,
M/s. _____
_____
_____

Sub.: Tender for Draft Survey, Sampling and Cargo Supervision at East Coast Port (Kakinada, Adani Krishnapatnam Port Ltd ,Vizag, Adani Gangavaram Port Pvt Ltd and Paradip Port) for the period of 24 Months.

Dear Sir,

Sealed quotations are invited for Draft Survey, Sampling and Cargo Supervision work at **East Coast Ports** for **Twenty-Four Months** as per the following procedure -

PROCEDURE FOR SUBMISSION OF TENDER -

1. **Envelope no. I**: To be super scribed as **"Un Priced Commercial Bid"** for Tender No. RCF/MH/ ECO Kakinada, Adani Krishnapatnam Port Ltd, Vizag, Adani Gangavaram Port Pvt Ltd, Paradip Port -AP/DS/2026 -27" and should contain the following -

a. Information in prescribed format as enclosed in **Schedule I** along with copy of relevant documents duly signed and stamped by authorized person.

b. A copy of **Schedule II** duly signed and stamped on each page confirming acceptance of all terms and conditions as stipulated in the document.

2. **Envelope no. II** :. Envelope no. II should be super scribed as "**Price Bid"** for Tender No. RCF/MH/ECP/DS/2026 -27" and should **contain consolidated rates on per MT basis on letterhead in duly signed and stamped.**

3. **Both the envelopes** are to be submitted in one sealed cover super scribing "Tender no. RCF/MH/ ECP/DS/2026 -27".

Envelope No. I will be opened first at the stipulated time / date. **Envelope No. II** will be opened only after verifying that duly filled in copy of schedule I along with relevant documents and signed copy of Schedule II have been submitted.

The last date of submission of tender is 02.12.2026 till 12.00 PM and the opening of tender will be on the same day at 02.12.2026 (12.30 PM)

Where to submit:

RCF Limited, 30-2-17, 1st Floor, Murthy Street, Behind the Vijaya Talkies, Eluru Road, Vijayawada – 520002, AP

Thanking you,

Yours faithfully,

Chief Manager (M)

SCHEDULE I

(PRE-QUALIFICATION CRITERIA)

1	Name of the Firm:	
2	Year of establishment:	
3	Office address:	
4	Tel. No.	
5	Fax no.	
6	Office:	
7	Port:	
8	Name of contact person At Office At Port:	
9	Constitution of the firm: (indicating the names of the Partners / Directors) Kindly furnish supporting documents on the constitution of the firm.	
10	Registration No. of the firm : (Copy To Be Enclosed):	
11	Income Tax PAN No.: (Copy To Be Enclosed)	
12	GST Registration No. (Copy To Be Enclosed)	
13	MSME registration (Mention and attach Udyam Adhar)	
14	Details of Registration with Port Authority / Any Other Designated Agency / Association along with copies of the relevant registration certificates indicating the period of validity. (Copy To Be Enclosed) Note:- In case the required registration is not available at the time of submission of the bid, the bidder shall submit an undertaking confirming that the required registration shall be obtained before commencement of the work.	
16	Details of Surveyors License (copy to be enclosed). (Note – Surveyor license on firm's name or the stamped agreement for the hiring and using the license)	

17	Commonness of Draft Survey Job With CHA/Port Authority	To Be submitted on the letterhead (ANNEXURE–V)
18	Name of the Bankers:	
19	Name and Designation of the relative, if any, serving in RCF & relationship.	
20	Work Orders/Purchase Orders issued by fertilizer companies, bulk cargo handling companies, ports, or other relevant organizations along with the corresponding work experience certificate during the last seven years (Copies To Be Enclosed)	
FY YEAR	Name of the Companies fertilizer companies, bulk cargo handling companies, ports, or other relevant organizations	Number/Quantity of Bulk/Fertilizer material handled
21	Acknowledgement of Latest Income Tax return filed for latest financial year with ITO: (Copies To Be Enclosed)	
22	An undertaking on the letterhead of the firm may kindly be furnished to the effect that the information submitted above is correct and true.	

*There should not be common surveyor for CHA/ port. If found, agency will be disqualified.
Note: - Canvassing in any form will disqualify the applicant.

(Signature of the Authorized Person)
Affix Rubber Stamp

	(NOTE: Please fill the details in front of each criteria mentioned below and Submit this Copy). Please Submit signed & stamped copies of supporting documents. Incomplete form or non-submission of documents to verify details may results into rejection of your offer, no communication shall be done for submission of documents)				
	NAME OF BIDDER: **……**				
Sr.	**Pre-Qualification criteria**				
	Work Order / PO copies of having similar work of Draft Survey, Sampling and Cargo Supervision during last seven years from the date of tender (Not before 2017).(Fill details and submit WO copies / PO copies with due Experience Certificate with ref to WO/PO copies submitted)				
1	**WORK EXPERIENCE**:			**For Non-MSEs (Rs. Lakh)**	**For Qualifying MSEs (Rs. Lakh)**
	A	**One similar completed work costing not less than the amount of:**		3.42	2.57
		OR			
	B	**Two similar completed works each costing not less than the amount of**		2.28	1.71
		OR			
	C	**Three similar completed works each costing not less than the amount of**		1.71	1.25
	Sr	**WORK EXPERIENCE:**			
		Name of the Client served	**PO No./WO No.**	**Date**	**PO value (Rs)**
	I				
	II				
	III				
	D	Copy of Work Orders & the corresponding Work Completion / Experience certificates.		□ **Submitted** □ **Not Submitted**	
2	Whether your Firm / Company is debarred by any other Public Sector / Govt. /Quasi Govt. Organization or any other client.			□ **YES** □ **NO** **(if YES please furnish details)**	
3	Whether your contract was terminated before expiry of Contract period or Security Deposit / E.M.D. forfeited by RCF OR any other public sector / Govt./Quasi-Govt. organization / any other client			□**YES** □**NO** **(if YES please furnish details)**	
4	Whether Proprietor/Partner/Director (as applicable) has been convicted by any Judicial Court for any Criminal Breach of Trust.:			□**YES** □ **NO** **(if YES please furnish details)**	
5	SISTER CONCERNS (if any) **a)** Name & Address **b)** Activities engaged in by Sister Concern **c)** Names, Addresses & Telephone Nos. of Proprietors/ Directors/ Partners of sister concern.			□**YES** □ **NO** **(if YES please furnish details)**	

NOTE

1) Acceptance/Rejection of the tenders of Blacklisted/Debarred/Holiday/Banning of Firm/Suspension, parties as per RCF decision will be final in this regard.

2) The parties whose EMD is forfeited by RCF are also liable for disqualification.

3) RCF reserves the right not to consider parties having any dispute with RCF in order to protect its interest.

4) The Proprietor/Partner/Director (as applicable), if convicted by any Judicial Court for any Criminal Breach of Trust, are liable for disqualification. RCF decision will be final in this regard.

5) Parties who are already pre-qualified for respective center, for a period of 24 months and their validity exists as on last date of submission of tender will submit their tender as per NIT procedure, but for pre-qualification evaluation of those party will be considered who are pre-qualified for the contract value of the said tender.

<table>
<tr><th colspan="6">CRITERIA FOR FINANCIAL WORTHINESS.</th></tr>
<tr><td rowspan="2">1</td><td colspan="3" rowspan="2"><u>Turnover -</u> Average Annual Certified / Audited financial statement certified by CA, during last successive three years ending 31st March of the previous year (Not prior to FY 2019-20) as mentioned:
(<u>Certificate/documents issued by Chartered Accountant with UDIN number only will be valid and accepted).</u> <u>For qualifying MSEs relaxation of 25 % Average annual financial turnover applicable in PQ criteria.</u></td><td>For Non-MSEs (Rs. Lakh)</td><td>For Qualifying MSEs (Rs. Lakh)</td></tr>
<tr><td>3.42</td><td>2.57</td></tr>
<tr><td rowspan="6"></td><td colspan="5">Please submit Average Annual *Certified / Audited financial Turnover Certificate during last successive three years ending 31st March of the previous year (*certified by Chartered Accountant). In case the date of constitution/Incorporation of the bidder is less than 3 Years old, the average turnover in respect of the completed financial years after the date of constitution shall be taken in to account.</td></tr>
<tr><td>Sr</td><td colspan="2">Audited Financial Year</td><td colspan="2">Turnover Amount (Rs.)</td></tr>
<tr><td>I</td><td colspan="2"></td><td colspan="2"></td></tr>
<tr><td>II</td><td colspan="2"></td><td colspan="2"></td></tr>
<tr><td>III</td><td colspan="2"></td><td colspan="2"></td></tr>
<tr><td></td><td colspan="2">Average Turnover for last successive 3 years =</td><td colspan="2"></td></tr>
<tr><td>2</td><td colspan="3">Income Tax PAN No. of the Firm</td><td colspan="2">PAN No._____
(Enclose copy of PAN Card).</td></tr>
<tr><td>3</td><td colspan="3">The Tenderer should have GST Registration Number. If GST No. not available then declaration for not having GST No. to be given.</td><td colspan="2">GST Registration No.
_____
Enclose copy of GST Registration certificate.</td></tr>
<tr><td>4</td><td colspan="3">Enclose copy of Acknowledgement of Income Tax Return filed for latest financial year.</td><td colspan="2">Enclose copies of I.T. returns</td></tr>
<tr><td rowspan="5">5</td><td>Sr. No.</td><td colspan="4">Full name of Proprietor/Partners/ Director</td></tr>
<tr><td>1</td><td colspan="4"></td></tr>
<tr><td>2</td><td colspan="4"></td></tr>
<tr><td>3</td><td colspan="4"></td></tr>
<tr><td>4</td><td colspan="4"></td></tr>
<tr><td>6</td><td colspan="3">DECLARATION ABOUT COMMONNESS WITH ANY OTHER FIRM WHO HAS APPLIED FOR THE SAME TENDER:-I hereby solemnly declare that the Proprietor / Partner/ Director, of this firm is COMMON / NOT COMMON (Strike off whichever is not applicable) with any Proprietor / Partner/ Director, of other firm who has applied for the same tender. In case of commonness between Proprietor / Partner / Director with other firm who has also applied against same Tender, please mention the name of the firm.
(Tick as applicable)</td><td colspan="2">□ COMMON
□ NOT COMMON
(if Common -please furnish details)</td></tr>
<tr><td>7</td><td colspan="3">DECLARATION ABOUT RELATIONSHIP WITH EMPLOYEE OF RCF: - I hereby solemnly declare that the Proprietor/ Partners/ Directors of this firm or any employee of the firm or any person acting on behalf of the firm, either directly or indirectly, has relationship / has no relationship with any of the employees of RCF (Strike off whichever is not applicable). If the tender is common with RCF employee, then the name of RCF employee along with relationship should be given.
(Tick as applicable)</td><td colspan="2">□Has relationship
□Has no relationship
(If has relationship - please furnish details)</td></tr>
<tr><td>8</td><td colspan="3">Declaration about relationship with AUTHORISED FERTILIZER DEALER of RCF IN RESPECTIVE STATE. I / We hereby solemnly declare that the proprietor, /one or more Partner, / Director of this firm, / company is COMMON / NOT COMMON (Tick as applicable) with any other firm who is the authorized fertilizer dealer of RCF in respective State of said Port. <u>NOTE:</u> In case, subsequently if the declaration is given for pre-qualification is found incorrect OR false, then the EMD shall be forfeited and the applicant shall be immediately de-listed from RCF panel as per Annexure VIII.</td><td colspan="2">□ COMMON
□NOT COMMON

(If COMMON -please furnish details)</td></tr>
</table>

9(a)	Whether you are registered under MSME -Enterprise Act 2006, (Micro, Small & Medium Enterprise Act 2006) – and if yes, please submit the Registration certificate with UDYAM REGISTRATION number **Udyam Registration Cert No……**	□ **YES** (If yes pl. write UAM No. furnish details as attachments) □ **NO**
9(b)	**Type of enterprise as per MSME (Udyam Registration)**	□ Micro □ Small □ Medium
9(c)	Whether you are registered Startup and having certificate from DIPP. DIPP Startup Certificate No……. (Please enclose Copy of DIPP Registration certificate)	□ **YES** □ **NO**
10	If MSME whether an SC / ST enterprise (Certificate from Tahsildar / Competent authority is to be furnished)	□ **YES** □ **NO** **(if YES please furnish details as attachments.)**
I/We certify that all information furnished by Me/Us is correct and true and in the event that the information given is found to be incorrect /untrue, RCF reserves the right to disqualify me/us or terminate our contract without giving any notice or reason thereof **(Signature & Seal of Proprietor / Authorized Signatory)**		

SCHEDULE II

The following are the general terms and conditions of the tender for Draft Survey, Sampling and Cargo Supervision for 24 months.

1. SCOPE OF WORK.

Following will be the scope of work at East COAST PORTs (Kakinada, Adani Krishnapatnam Port Ltd, Vizag, Adani Gangavaram Port Pvt Ltd, and Paradip Port)

1.01 Draft Survey.
The contractor will undertake Initial & Final Draft Surveys jointly with the Surveyor of the vessel owner / Supplier. Intermittent Surveys required if any, will also be done by the Contractor. The Final Draft Survey (Joint Draft Survey) Report signed by all the parties should be forwarded to RCF.

1.02 Collection of samples from all hatches.
As per standard procedure adopted for sampling of bulk cargo sampling should be done with full knowledge of all concerned. Sealed samples so collected should be handed over as follows:

a. To Master of the vessel under acknowledgement.

b. Two of these samples to Chief Manager (M).

1.03 Collection of sealed samples taken at Load port from Master of the vessel and handing over the same to CHIEF MANAGER (M) or his representative.

1.04 Helping and Co-coordinating with the Officials of Regional Fertilizer Control Laboratory for drawl of sample for analysis.

1.05 Supervision of Cargo at EAST COAST PORTS as well as sheds / godowns where material will be handled and bagged, under the overall supervision of RCF representative.

1.06 To depute Supervisors representatives at EAST Coast Port / godowns till the time the total dispatches are complete and to undertake the following jobs on behalf of RCF on round the clock basis.

A. To ensure that the sheds and godowns are cleared and cleaned before storage of material from the ship, so as to avoid contamination of cargo by the foreign material.

B. To monitor that the prescribed quantity (i.e. 50 Kg. Net) is filled per bag by the handling contractor and submit the report.

C. To check whether each wagon is filled with full capacity and sign Joint Quantity Report along with handling contractor's representative for each rake dispatched. For any short loading at Port, the responsibility will be on the surveyor. To keep correct tally of the number of bags filled, stitched and loaded in trucks / wagons by the contractor with corresponding quantity in Mts. Supervising loading of bags in to railway wagons and to ensure non-usage of hooks by the laborers. To furnish list of bags loaded, truck-wise (in case of road dispatches), wagon-wise (in case of rake dispatches), to the Chief Manager (M) the very next day.

D. To keep record of balance number of filled in bags remaining in shed / godown and on platform.

E. To see that sufficient number of bags are stacked at proper location on rail platform for efficient loading so as to avoid demurrage & to ensure that no hooks are used during handling operation.

F. To submit daily status report on bagging, loading and dispatches by Road and Rail to Chief Manager (M) For Road dispatches truck wise, destination wise details to be furnished.

G. To ensure that cut & torn bags are collected and kept separately by the Contractor.

H. Discrepancy report if any pertaining to bagging and dispatch work with reasons and suggestions.

I. Supervision on bagging / standardization of sweepings in shed / godown and assessment thereof.

J. To keep the record of utilization of "A" class bags stored with CHA and report the same to CHIEF MANAGER (M) along with balance position of stock.

K. In case of complaint from dealer/field officer regarding the packaging the surveyor shall depute representative at site for inspection at own cost.

The report on the above jobs (wherever applicable) are required to be submitted before **11:00 AM** on the following day on daily basis, by email to **rcfnelloreport@gmail.com**

2. **VALIDITY OF RATES.**
A firm consolidated rate for all the above items should be given which will not be subject to any escalation. The offer will be valid for 120 days. (refer page no 8 for price bid format)

Sr. No.	Item	Quantity (Mts)	Rate/ PMT (Rs)	GST @18%	Total Rate (Rs)
01	**Consolidated rate as per Scope of work item no. 1.01 To 1.06**	**12,00,000.000**			

Note: -

- Above Table is for information only. Do not mention the price in the above table.
- "Price Bid" for Tender No. RCF/MH/ECP/DS/2026-27" and should contain consolidated rates on per MT basis on letterhead in duly signed and stamped in **ENVELOPE No: - 2 only**.
- If the price bid mentioned in the Envelope 1 or in the above table then the party will be disqualified in the technical bid.

EVALUATION

The price bid evaluation will be done on the basis of the consolidated rate quoted as above will be adopted for deciding lowest bidder & further process for award.

3. **VOLUME OF WORK.**
An estimated quantity of **12.00 lakh Mts** is expected to be handled at the subject EAST COAST PORTs, however no guarantee can be given as to the number of ships that are likely to be brought to the subject Port. RCF may at its own discretion appoint more than one Surveyor to carry out the job by rotation. However, all jobs related to a given vessel will be executed by one surveyor only.

4. CONTRACTOR TO BE LIABLE FOR ALL TAXES ETC.

The rates specified in the tender should be inclusive of all taxes, any other levies, toll, duties of any kind, cess, royalty or commission and **exclusive of GST** in respect of the contract. The tenderers shall be responsible for payment of all levies, taxes to the concerned Government authority.

5. **PAYMENT.**

The payment will be made on shipment basis, subject to receipt of no complaints from field officers regarding Legal Meteorology Cases. On satisfactory completion of the job payment will be released within 30 days from receipt of Bill supported by all relevant documents and Final report after deduction of TDS on the bill amount. The invoice is to be of GST compliance and bill to be raised on the **GST of the RCF Ltd. Maharashtra - 27AAACR2831H1ZK.**

6. **PERIOD OF CONTRACT.**

Period of Contract is **24 months** from the date of issue of Work Order which can be valid for a period till closure of running vessels on the same rates, terms & conditions at the sole discretion of the management of RCF Limited.

7. **PRE-CONDITION.**

For vessel allotted to you by RCF, you will give an Undertaking on your letterhead that you are not representing any other agency as Surveyor for that vessel.

8. **AGREEMENT.**

In the event of award of the contract, you will have to enter into an agreement as per our pro-forma on a stamp paper of the value of Rs.500/-.

9. **ARBITRATION.**

In the event of any dispute or difference existing under the CONTRACT, the same shall be referred to the sole arbitration of a person appointed to be the Arbitrator by Director (Marketing) of RCF Ltd. There will be no objection that the Arbitrator is in the 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 award of the Arbitrator shall be final and binding on the parties to the CONTRACT. In the event of the demise of the Arbitrator or if the Arbitrator neglects or refuses to act or resigns or is unable to act for any reason, it shall be lawful for the Director (Marketing) of RCF Ltd. to appoint another Arbitrator in the manner aforesaid. The venue of Arbitration shall be Mumbai.

9. **TERMINATION.**

RCF reserves the right to terminate the contract without assigning any reason by giving seven days' notice.

10. **COMMONNESS**

Commonness among tenderers or among tenderer and Stevedores of the said port or among tenderer and RCF employee:

The tenderer is considered common when

1. There is common Proprietor/Partner/ Director among tenderers or among tenderer and Stevedores of the said port or among tenderer and RCF employee.
2. Having one or more common business facilities such as Telephone, fax, emblem, office address, mail ID etc. among tenderers or among tenderer and Stevedores of the said port or among tenderer and RCF employee.
3. Represented by a common person while dealing with RCF or in the market for tenderers or for tenderer and Stevedores of the said port or for tenderer and RCF employee.
4. The term relative will be considered common as per definition of Relative.

If any commonness is ascertained based on the above criteria, then such tender will be dealt as under:

a) Commonness among tenderers: - Tenders of participating common firms i.e. two or more tenderers participating in the same tender, shall be considered as having been received from only one tenderer in different names. Only one tender of such common firm shall be considered. If commonness is found amongst the tenderers during scrutiny of tender documents, RCF reserves the right to register any one unit out of the units owned by the same owners/ directors.
b) Commonness among tenderer and Stevedores of the said port: If the tenderer is having commonness with Stevedores of the said port for the draft survey work then tender will be rejected.
c) Commonness among tenderer and RCF employee: Tenders received from firms having the TENDERER or any employee of the TENDERER or any person acting on behalf of the TENDERER, either directly or indirectly, is a relative of any of the employees of RCF, then their tender will be rejected.

   Relative: The term `Relative' for this purpose would be defined as 'Father (including step-father), Mother (including step-mother), Son (including step-son), Son's wife, Daughter, Daughter's husband, Brother ((including step-brothers) and Sister (including step-sisters)'.

   Firm: The term 'firm' or 'bidder'' has the same meaning for the purpose of these Guidelines, which includes an individual or person, a company, a cooperative society, a Hindu undivided family and an association or body of persons, whether incorporated or not, engaged in trade or business
   Allied firm: All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:

   1. Whether the management is common;
   2. Majority interest in the management is held by the partners or directors of banned/ suspended firm;
   3. Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice.
   4. Directly or indirectly controls, or is controlled by or is under common control with another bidder.
   5. All successor firms will also be considered as allied firms

Debarment: The terms "banning of firm", 'suspension', 'Black-Listing', "Holiday" etc. convey the same meaning as of "Debarment".

11. **Extension of Contract Period**

The company reserves the right to extend the contract for a further period of up to six (06) months beyond the original contract period, on the same rates, terms, and conditions, subject to satisfactory performance of the contractor and mutual consent of both parties. The decision regarding such extension shall be at the sole discretion of the company. No claim for revision of rates or alteration of terms and conditions shall be entertained during the extended period

ON LETTER PAD

Date:

To,

Chief. Manager
R.C.F. Ltd.
Vijayawada, Andhra Pradesh

Subject: Price bid of Tender for Draft Survey, Sampling and Cargo Supervision at EAST Coast Ports (Kakinada, Adani Krishnapatnam Port Ltd, Vizag, Adani Gangavaram Port Pvt Ltd and Paradip Port) ports for the period of 24 Months.

Dear Sir,
Our best quoted rates are as under.

Sr. No.	Item		Quantity	Rate/ PMT (Rs.)	GST @18%	Total Rate (Rs.)
			(Mts)	A	B	C=A+B
01	**Consolidated rate as per Scope of work of Schedule II of NIT. Item no.1.01 To 1.06**	**In figures**	**12,00,000.000**			
		In Words	**Twelve Lakhs**			

Signature with Seal

(**Note** –1. Price Bid to be submitted separately in above given format on the party's letterhead in Envelop 2 super scribed as "**Price Bid"** for Tender No. RCF/MH/ ECP /DS/2026 - 27" and should contain consolidated rates on per MT basis on letterhead in duly signed and stamped.
2. Do Not Submit the rates in above table or in Envelop 1 along with technical documents. If found so, the party will be disqualified in technical bid verification.

GST Norms
Tax compliance clauses related to GST

1. Vendor/Supplier/Contractor shall submit documents related to GST Registration such as GST Registration certificate/certificates active as on date of participation in the tender and also supporting documents if the Vendor/Supplier/Contractor /Contractor is registered under Composition Scheme. If unregistered under GST, give a declaration to that effect.
2. Vendor/Supplier/Contractor shall notify the company if it ceases at any time to be registered under GST and also if obtains a new GST registration.
3. If Vendor/Supplier/Contractor is having multiple GST registrations, should intimate the company from which GSTIN invoices will be preferred.
4. If, upon verification during technical evaluation, it is found that the preferred GSTIN (in case of multiple registrations) /GSTIN (in case of single registration) of the bidder is cancelled or suspended by the GST Department due to any reason, The bidder shall be granted the time as specified for asking the shortfall documents to rectify the status of their GSTIN. The vendor/supplier/contractor must take necessary actions to restore the GSTIN to an "Active" status and submit valid documentary proof of the same to the Tender Evaluation Committee with in specified date. Failure to restore the GSTIN to an active status and provide satisfactory proof within the specified date, shall result in the automatic disqualification of the bidder during the technical evaluation stage, without any further notice or correspondence.
5. Vendor/Supplier/Contractor shall submit the periodicity of filing GST returns applicable to him.
6. Vendor/Supplier/Contractor shall intimate the Company about applicability of e-invoicing, SAC /HSN codes for the goods /services supplied by him along with the applicable GST rate as on date of participation in tender. If due to any subsequent amendment/notification under GST Act, there is any change in the tax rates; vendor shall update the company for the same by submitting such notification.
7. Vendor/Supplier/Contractor shall ensure timely submission of **Invoice(s)/Bill of Supply /Receipt Voucher or any other document** as per rules/ regulations of GST Act with all required supporting document(s) within a period specified in Contracts/ LOA.
8. Vendors shall submit separate invoices for such supply of goods/ services rendered based on Companies requirement for eligible and non-eligible ITC.
9. The vendor undertakes to file all required Returns, deposit taxes and details required to be submitted under GST laws & rules as per due dates prescribed. The vendor also agrees to do all things including providing invoices or other documentation in such form and detail that may be necessary to enable or assist the Company to claim or verify any Input Tax Credit, set off, rebate or refund in relation to any GST payable under the Agreement entered/Work Order/Purchase Order.
10. All necessary adjustment vouchers such as Credit Notes / Debit Notes for any short/excess supplies or revision in prices or for any other reason under the Contract shall be submitted to the Company as per provisions of GST Act.
11. Advance payments → Vendor/Supplier/Contractor should issue Receipt vouchers immediately on receipt of advance payment and subsequently issue supplies along with tax invoice after adjusting advance payments as per contractual terms and provisions of GST Act.
12. Acceptance /Deemed Acceptance of E way bill for FOR deliveries should not be construed as acceptance of the material by the company and the company reserves the right to inspect the material and rejections if any would be subsequently adjusted by the Vendor by issuing Credit note for shortages/rejections.

13. The company reserves a right to review the Vendor/ supplier invoices to ensure that they are GST compliant and in case of any discrepancy observed, the supplier shall arrange to submit tax compliant invoice, only upon which payment shall be processed.

14. Vendor/Supplier/Contractor would promptly pay GST for the supplies made to the Company and would upload returns within the prescribed time as per GST Act.

15. In the event of default on his part in payment of tax and submission / uploading of monthly returns, the Company is well within its powers to withhold payments, especially the tax portion, until Vendor/Supplier/Contractor corrects the default /gets the shortcomings rectified at his own cost and / or complies with the requirements of GST Act and produces satisfactory evidence to that effect or upon invoice /debit note/credit note appearing in GSTR2B of the Company on the GST portal.

16. In case GST credit is delayed/ denied to the Company and reversed subsequently as per GST law, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to the Company, GST amount shall be recoverable from Vendor/Supplier/Contractor along with interest levied/ leviable on the Company by GST authority. The company may recover such amount from the Security Deposit /PBG or any such Deposit / Credit Balance / future payments. Accordingly, the company will raise Invoice/Debit note on the Vendor/Supplier/Contractor.

17. In case the short coming is not rectified by the Vendor/Supplier/Contractor and the Company ends up in reversal of credits and / or payments, Vendor/Supplier/Contractor is fully liable for making good all the loss including interest on the tax credit so available for the number of days the ITC was denied.

18. In case of any GST liability arising on the Company under reverse charge, Vendor/Supplier/Contractor shall ensure timely submission of invoice. In case of goods and services such invoices should not be more than 30 days old so as to facilitate the Company to discharge GST liability on the due dates as prescribed under GST Law .In the event that any demand notice is issued by the GST authorities to RCF Ltd. for non-payment, short payment, or improper discharge of GST liability under the Reverse Charge Mechanism (RCM) arising due to any act, omission, default, or lapse on the part of the Vendor, all consequential liabilities, including GST, interest, penalty, fine, and any other charges levied by the authorities, shall be recovered from or reimbursed by the Vendor.

19. The vendor shall comply with all statutory acts, rules, and regulations including GST laws. If any recovery notice, order, or demand (including but not limited to Form GST DRC-13) is received by RCF Ltd. from statutory/tax authorities regarding dues owed by the Vendor, the RCF Ltd shall be legally bound and fully authorized to deduct such amounts from any running bills, final bills, or security deposits due to the vendor and payment to authorities, without any prior notice.

20. Any late delivery i.e., delivery after the due date or delay in submission of invoices or any other delays, attracts payment of damages by the vendor / contractor as agreed mutually. It is agreed by the vendor/supplier /Contractor that such damages become recoverable by the Company with applicable GST thereon for the time being in force.

21. The Company reserves the right to suspend / cancel / terminate the contract in the event of frequent / multiple / repeated defaults by the Vendor/Supplier/Contractor in complying with the requirements as per GST Law and Vendor/Supplier/Contractor shall be put under Holiday list as mentioned in the Contract/NIT.

Signature and Seal of the tenderer

INTEGRITY PACT

Rashtriya Chemicals and Fertilizers Limited (RCF) has issued

NIT No._____ dated _____

inviting bids for _____

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

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

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

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

NOW, THEREFORE,

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

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

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

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

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

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

   1.2 RCF will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular Bidder in comparison to other BIDDERs.

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

2. **Preceding misconduct:**

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

3. Commitments of BIDDER:

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

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

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

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

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

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

3.7 The BIDDER further confirms and declares to RCF that he has not engaged any individual or firm or company, whether Indian or foreign, to intercede, facilitate or in any way to recommend to RCF or any or its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or Company in respect of any such intercession, facilitation or recommendation.

3.8 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose complete details of any payments made, is committed to or intends to make to any officials of RCF or their family members,

agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

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

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

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

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

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

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

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

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

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

3.16 The BIDDER have not and will not sell the same material/ equipment at prices lower than the offered prices for refereed tender (as part of Fall Clause, applicable to Proprietary/PAC buying and Rate Contracts only, as per Manual of Procurement of Goods, issued by CVC dt. 01/07/2022). The BIDDER undertakes/commits to refund/ reimburse the excess amount to BUYER, if it comes to notice that it has supplied the material/equipment at a lower price to any other Governments, public sector or private organizations.

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

4. **Transgression Clause:**

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

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

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

4.2 Disclosure of Transgressions:

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

5. **Sanctions for violations:**

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

i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii. If the RCF has disqualified the bidder(s) from the tender process prior to the award of contract, RCF is entitled to demand and recover the damages equivalent to the Earnest Money Deposit/ Bid Security.

If the RCF has terminated the contract or if the RCF is entitled to terminate the contract, the principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee or as mentioned in the NIT

The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by RCF, without assigning any reason therefor.

iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

iv. To recover all sums already paid by RCF, together with interest thereon at 2% higher than the prevailing Lending Rate of State Bank of India or at 2% higher than LIBOR as may be applicable based on whether the bidder is an Indian party or a foreign party. If any outstanding payment is due to the BIDDER from RCF in connection with any other contract for any other Project/Work/ Supply, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v. To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by RCF, along with interest.

vi. To terminate all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to RCF resulting from such termination and RCF shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

vii. To debar/blacklist the BIDDER from participating in future bidding processes of RCF for a minimum period of five years, which may be further extended at the discretion of RCF.

viii. To recover all sums paid, in violation of this Pact by BIDDER to any middleman or agent or broker, with a view to securing the contract.

ix. In case where irrevocable Letters of Credit have been opened in respect of any contract signed by RCF with the BIDDER, the same shall not be operated.

x. Forfeiture of Performance Bond in case of a decision by RCF to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

xi. Consequences of Non-Disclosure: In the event that Bidders fail to disclose any relevant past instances of fraud, corruption, bribery, collusion, or any other unethical or illegal activities within the stipulated timeframe, it shall be considered a material breach of this Integrity Pact. RCF reserves the right to invoke disqualification of the bidders and exclusion from future business dealings and take such actions, as per the existing provisions of GFR, 2017, Prevention of Corruption Act, 1988 and other Financials Rules/Guidelines etc. as may be applicable to RCF against the Bidders, as deemed appropriate.

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

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

6. **Independent Monitor:**

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

1. Shri B Siddhartha Kumar
   H. No. 3-7- 44, Plot No. 44,
   Padma Nilayam, Street No.- 15,
   A. G's Colony, Nalanda Nagar,
   Attapur, Hyderabad – 500048
   Email: bsiddharthak_66@rediffmail.com

2. Shri Lt. Gen Raman Dhawan
   Flat No. IE-402, AWHO Township,
   Gurjinder Vihar, Pocket-5, Sector-Chi 1, Greater Noida,
   Dist. Gautam Budh Nagar, Uttar Pradesh – 201315.

3. Shri M. Akhaya,
   Quarter No. A-14, VIP Colony, Nayapalli, Bhubaneshwar, Odisha – 751015.
   Email: akhaya61@gmail.com; m_akhaya@yahoo.co.in

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

6.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

6.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently.

6.4 Both the parties accept that the Monitor has the right to access all the documents relating to the project/ procurement, including minutes of meetings. A summary of procurement/contract awarded, which are covered under the IP shall be shared by RCF with the IEMs on quarterly basis. However, the documents / records/ information having National Security implications and those documents which have been classified as Secret / Top Secret are not to be disclosed.
In the event of any dispute between the RCF and the contractor relating to those contracts where integrity pact is applicable, dispute will be first referred to the panel of IEMs with both parties consenting, and the IEMs will try to resolve the dispute in a time bound manner. In case, the dispute remains unsolved even after mediation by the panel of IEMs, RCF may take further action as per the terms and conditions of the contract. The expenses incurred for holding meeting of IEMs for dispute resolution will be shared equally by the RCF and the Contractor/Bidder.
Bidder signing Integrity Pact shall not approach the Court while representing the matters to IEM and bidder will await their decision in the matter.

6.5 As soon as the Monitor notices, or has reason to believe a violation of this Pact, he will so inform the Authority designated by RCF.

6.6 Notwithstanding any Confidentiality Agreement/ clause agreed between RCF and Bidder, the BIDDER accepts that the Monitor has the right to access, without restriction, to all Project documentation of RCF including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor (s) with confidentiality.

6.7 RCF will provide to the Monitor sufficient information about all meetings among the parties related to the supply provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

6.8 The Monitor(s) will submit a written report/recommendations to the designated Authority of RCF within 30 days from the date of reference or intimation of a Complaint to him by RCF/ BIDDER and should the occasion arise, submit recommendations for correcting problematic situations. In case of very serious issue having a specific, verifiable Vigilance angle, IEM(s) may report it directly to the CVC to be followed by a report on it within 30 days.

7. **Facilitation of Investigation:**

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

8. **Law and Place of Jurisdiction:**

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

9. **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.

10. **Validity:**

10.1 The validity of this Integrity Pact shall be from date of signing of this Pact and extend up to two years from the date of last payment under the contract. In case BIDDER is not awarded Contract/Purchase Order, this Integrity Pact shall expire after twelve months from the date of issue of the NIT.

10.2 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.

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

ANNEXURE –I

Certificate of Site Visit by Bidder

(To be Submitted On Letterhead)

The Chief Manager (M)
M/s. Rashtriya Chemicals and Fertilizers Limited.,
Andhra Pradesh

Dear Sir,

Sub: -Tender for appointment of contractor for Draft Survey, Sampling and Cargo Supervision at East Coast Ports (Kakinada, Adani Krishnapatnam Port Ltd,,Vizag, Adani Gangavaram Port Pvt Ltd and Paradip Port) ports for the period of 24 Months.

I/We have visited the site of Work and satisfied myself/ourselves regarding local conditions.

(Sign and Seal of Tenderer/Authorized person)

ANNEXURE –II

Bid Securing Declaration

(To be Submitted On Letterhead)

Date: __/__/__
RCF Tender Enquiry No.
Title of the Tender: _____

To,
M/s Rashtriya Chemicals and Fertilizers Ltd.
Mumbai

We, the undersigned, declare that:
We understand that, in accordance with the terms and conditions set out in the Tender enquiry detailed above, our bids must be supported by this Bid Securing Declaration.
We, accept that, as specified in the subject tender, We will automatically be suspended from being eligible for bidding in any of the tender with M/s Rashtriya Chemicals and Fertilizers Limited. (hereinafter called M/s RCF) for a period of 01 (One) Year, from the date of intimation of the same to us by M/s RCF, if We are in breach of our obligation(s) under the bid conditions if –

i) In case we withdraw or modify our Bid in any way during the period of validity counted from the date of tender opening or as agreed by us in writing for its extension.
ii) In case we are awarded the contract and fail to sign and accept the same unconditionally.
iii) In case we are awarded the contract and we fail to submit a performance security as stipulated in the tender, before the deadline defined in the tender documents.

We understand that this Bid Securing Declaration for the subject tender shall automatically expire if, we are not the successful Bidder for the subject tender.

Signed:

Name of the Person & Designation:
Date: ____

Place:

Seal of Bidder

ANNEXURE– III

Declaration of Status of Debarment Listing/Blacklisting/Holiday Listing orders issued by RCF Limited or Ministry of Chemicals and Fertilizers
(To be signed by the duly authorized person)
(To be Submitted On Letterhead)

Date: _____

RCF NIT/Bid No. -

To,
Rashtriya Chemicals and Fertilizers Limited,
Mumbai

Dear Sir/Madam,

I/We declare and confirm that we are currently not on Holiday List/Black List / Debarment list of RCF Limited or Ministry of Chemicals and Fertilizers debarring us from carrying on business dealings with RCF Limited or Ministry of Chemicals and Fertilizers.

Note : Offer is liable for rejection, if Bidder is in the Holiday / Blacklist / Debarment list of RCF Limited or Ministry of Chemicals and Fertilizers.

Place:

Date:

Signature of Authorized Signatory of
Bidder with company seal

Name **:–**

Company / Organization **:–**

Designation **:–**

ANNEXURE– IV

UNDERTAKING ABOUT COMMON DIRECTORS/PARTNERS/ INTEREST IN OTHER ASSOCIATED UNITS/ COMPANIES

(To be Submitted On Letterhead)

Ref: RCF NIT/Bid No**. -**

To,
Rashtriya Chemicals and Fertilizers Limited,
Mumbai

We / I (Director/Partner of the firm) hereby declare that, following are associated firms in which We/ I (Directors/Partners) are having interest.

Sr. no	Name of Firms	Area of Business
1	M/s.	
2	M/s.	
3	M/s.	
4	M/s.	

In case Bidder has no associated firm and/or none of the Directors / Partners have any interest in any other firms, please mention "Nil" against the above point.
We understand that if We /I have any associated firms or our Directors/ Partners has any interest in any other units, RCF reserves the right to register any one unit out of the units owned by the same owners/ directors the decision to consider our application.
In this regard, we undertake that:
a) We / I , Directors / Partners (Bidder) do not have controlling partner (s) in common in any other associated firm;
OR
b) We / I , Directors / Partners (Bidder) are not receiving or have received any direct or indirect subsidy/ financial stake from any of them;
OR
c) We / I , Directors / Partners (Bidder) do not have the same legal representative/agent for purposes of this bid;
OR
d) We / I (Name of the associated firms) do not have relationship with each other, directly or through common third Parties, that puts us in a position to have access to information about or influence on the bid of another Bidder."

Signed hereunder, in confirmation of above.

Signature of Authorized Signatory of
Bidder with company seal
Name : –
Designation : –
Company / Organization : –

ANNEXURE–V

UNDERTAKING ABOUT COMMONNESS OF DRAFT SURVEY JOB WITH CHA/ STEVEDORES/ PORT AUTHORITY (*To be submitted on Letterhead***)**

Ref.: RCF NIT/Bid No.: _____

To,
Rashtriya Chemicals and Fertilizers Limited,
Mumbai.

Sub.: Undertaking about commonness of Draft Survey Job with CHA/Stevedores/Port Authority

Dear Sir/Madam,

I/We hereby declare and confirm that M/s. _____ is currently not engaged as a Draft Survey Agency for any job/work with the CHA, Stevedores, or Port Authority at the location for which the tender is being invited**.**

I/We further confirm that the above declaration is true and correct to the best of my/our knowledge and belief.

Place: _____
Date: _____

Signature of Authorized Signatory of Bidder
with Company Seal

Name: _____

Company / Organization: _____

Designation: _____