



**RASHTRIYA CHEMICALS & FERTILIZERS LIMITED**  
(A Government of India Undertaking)  
Administrative Building, Chembur, Mumbai 400 074. Maharashtra, INDIA  
Phone: 00 91 22 2552 2472/ 2120/ 2624/ 2242

**NOTICE INVITING TENDER FOR SUPPLY OF**  
**Blow molding grade HDPE Granules**

**E-TENDER NO. : DC/MR-21841**

**DATED: 10-February-2026**

**Important Dates**

Last Date & Time of Submission of e-Tender: **16-February-2026 up to 1700 Hrs IST**

Date & Time of Opening of e-Tenders: **16-February-2026 at 1730 Hrs IST**

**Website for Online bid Submission:**

**<http://eprocure.gov.in/eprocure/app>**

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

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

**Contacts:**

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## **Notice Inviting Tender for Supply of Blow molding grade HDPE Granules**

This is a Notice Inviting Tender (NIT) for procurement of ITEM AS UNDER, meeting the specification as specified as per the terms & conditions stated hereinafter:

### **NOTES:**

**Following terms & condition shall override the respective term and condition of GTC**

#### **1.01 Quantity: 12,000 KG**

#### **1.02 Specifications:**

##### **Product Specifications:**

###### **Any one of the following:**

- IOC make HPDE 010DB50
- GAIL make B52A003/B52A003N
- OPAL make HD B5004
- Haldia Petrochemicals make Halene - H\* E5201

##### **Packing Specifications:**

The Product shall be packed in either 25 KG or 50 KG Bags that are moisture-resistant and securely sealed or stitched at the top.

Any bags found damaged upon delivery shall be replaced by the supplier at no Additional Cost.

**Supplier has to submit the material analysis report/certificate from the manufacturer at the time of material supply.**

#### **1.03 Evaluation of Offers:**

The evaluation of the tender shall be done on lowest evaluated price received on 'FOR RCF TROMBAY DELIVERED BASIS'.

Unloading of material at RCF, Trombay shall be in the scope of supplier.

#### **1.04 DELIVERY:**

**All material to be delivered at RCF Trombay Stores within 15 days from date of PO/LOI.**



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### **1.05 Mutually Agreed Damages:**

In the event of failure to deliver the material within the time stipulated in the contract, it is agreed that RCF shall have the right to exercise any or all of the following options as the case may be:

- i) To cancel the contract either entirely or to the extent of non-supplied portion thereof and purchase the material at the risk and cost of the supplier. RCF shall be entitled to recover such additional cost including by invoking the PG Bond.
- ii) To purchase from other source without notice to the supplier, at the risk and cost of the supplier, the material not delivered or material of similar description for which RCF shall have unfettered right to decide such option without cancelling the contract in respect of the consignment(s) not yet due for delivery. RCF shall be entitled to recover such additional cost including by invoking the PG Bond.
- iii) To recover mutually agreed damages for the delay in delivering the material for the period of such delay beyond the contractual delivery period until actual delivery or until RCF secures the material from other sources, a sum equivalent to 0.15% per day delay, subject to maximum of 5%. In case of single shipment contract, the mutually agreed damages shall be applicable on the contract value and in case of multiple shipment contract, the mutually agreed damages shall be applicable on the undelivered quantity. However, in case of inordinate delay maximum deduction shall be 10% of the total contract value.

Note: Inexcusable delays of more than one-fourth (25%) of the completion period specified in the contract shall be treated as inordinate delay(s).

### **1.06 EARNEST MONEY DEPOSIT : Not Applicable**

### **1.07 Performance Security:-**

Successful bidder will have to furnish performance security [i.e. Performance Bank Guarantee (PBG) or Security Deposit (SD)] **@5% of the PO value** within **14 days** of receipt of PO by means of account payee demand draft or fixed deposit receipt or Banker's Cheque or Bank Guarantee (in format as given at Annex-II) from any of the Bank as mentioned in Annex-III. The Performance Security **shall be valid for 3 Months from date of contract**.

If the SD is not deposited within 14 days, the SD will be recovered along with interest from the due date of deposit from the first payment. The interest rate shall be applicable Secured Overnight Financing Rate (SOFR) + 2% or Marginal Cost of Funds based Lending Rate – MCLR (6 Months) + 2% as applicable.

### **1.08 E-TENDERING PROCEDURE :**

The procurement shall be carried out through submission of online tenders only. No offer in physical form will be accepted and any such offer if received by RCF will be outright rejected. Tender documents can be downloaded from our website [www.rcfltd.com](http://www.rcfltd.com) or website of CPPP [www.eprocure.gov.in](http://www.eprocure.gov.in). Bids are to be submitted on website [www.eprocure.gov.in](http://www.eprocure.gov.in).



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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. (Valid at least up to tender validity.)

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

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

#### **1. TECHNO-COMMERCIAL BID :** i.e. Un-priced Bid should contain following :-

**Packet 1:** Scanned copy of Process compliance forms (**i.e. Annex-I**).

**Packet 2:** Scanned copy of duly filled, signed and stamped **Annexure-IV** along with supporting documents.

**Packet 3:** Scanned copy of signed and stamped Tax Compliance Clauses (**Annex-V**).

**Packet 4:** Scanned copy of duly filled, signed and stamped **Annexure-VII** and documents sought therein.

**Packet 5:** Scanned copy of Local Content Certificate **as per Sr. No. 14 of Annexure-VII**.

**Packet 6:** Scanned copy of document as requested at **Sr. No. 13 of Annexure-VII**.

**Packet 7:** Scanned copy of duly filled, signed and stamped **Annexure-VIII (Pre-Qualification Criteria)**.

**Packet 8:** Scanned copy of documents in support of Pre-Qualification Criteria as requested in **Annex-VIII**.

**Packet 9:** Scanned Copy of duly filled, signed and stamped **Annexure-XIII**.

**Packet 10:** Scanned Copy of duly filled, signed and stamped **Annexure-XIV**.

**Packet 11:** Scanned copy of duly signed and stamped **complete NIT-GTC including all Annexures**.

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

#### **2. PRICED BID:-**

Price Bid i.e. BOQ given with tender to be uploaded after filling all relevant information like Basic Prices along with 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 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 or Inclusive in**



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**Basic price.** **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. You are requested to submit your offer on **FOR RCF factory** basis & for **Payment term 20 days credit as per NIT.**
2. Please save your BOQ sheet (Price bid) without changing its name & format and upload this completed BOQ sheet with your quoted rates in Finance Envelope as per instruction given above.
3. For any queries and help please contact Helpdesk or contacts given on first page of Tender documents.
4. **Kindly fill data in Price bid (BOQ Sheet) as per following Instruction only:**

**(i) Bidders Name:** Kindly put complete name of bidding firm/company

**(ii) Basic Price:** Kindly put the **All-inclusive 'Basic rate per unit'** (i.e. including Packing & Forwarding Charges, Freight Charges, Insurance Charges, loading & unloading charges, etc.) e.g. Rs. 500 per Unit in white cell in front of item you want to quote.

**(iii) Goods & Services Tax (GST):** Kindly put applicable rate of **GST in '%'** only e.g. 5%. Please note that RCF considers GST setoff during evaluation of your offer.

**(iv) Blank field in BOQ (Price Bid) shall be treated as 'Inclusive' in Basic Price of item.**

**(v) 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.

**(vi) Firm Price Clause:** All prices shall remain firm during contractual delivery period.

### **B. OTHER IMPORTANT DOCUMENTS :**

Documents required for verification of details submitted in Details of Vendors (Annex-IV) to be submitted in your '**My Space**' option as per following instructions only. Bidders can take help from **e-Procurement Helpdesk** in uploading of documents.

**Banker Details:** Scanned copy of duly filled 'Banker Details' form & scanned cheque to be uploaded in 'Banker Details' folder of My Space documents.



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All MSE bidders shall register / declare their UAM Number on CPP Portal and copy of this registration / declaration shall be attached with the offer; failing which such bidders will not be able to enjoy benefits as per PP Policy for MSME order, 2012. Please refer Annexure-IX for details.

**1.09 Payment Term:** **100% payment will be made on 20<sup>th</sup> day** of receipt of material at RCF stores subject to acceptance of material at RCF stores & submission of Security Deposit if applicable.

Note: Should the Seller / Service Provider / Contractor requests early payment prior to the stipulated payment terms outlined in the Contract, such early payment, if agreed upon by RCF, shall be subject to an interest rate of twelve percent (12%) per annum on the amount paid early. This interest shall be calculated from the date of early payment until the date the payment would have ordinarily fallen due as per the Contract. RCF shall deduct such interest from the payment due to the Seller / Service Provider /Contractor.

**1.10 Please note that RCF will not accept any payment term deviation in your offer (BOQ) and Evaluation of your offer shall be done considering 20 days payment term only.**

**1.11 For payments through bank,** all bank charges of supplier's Bank shall be to suppliers account.

**1.12 Part Order Quantity:** RCF reserves the right to draw/ drop/ split the tendered quantity in part or whole on its sole discretion without assigning any reason.

**1.13 Bid Validity:** The bid should be valid for a period of 75 days (excluding the date of opening of tender).

**1.14 Taxes & Duties:** Bidder should clearly mention GST in price bid i.e. in BOQ sheet. Your offer should be 'FOR RCF stores' basis only. Blank field in BOQ (Price Bid) shall be treated as 'Inclusive' in Basic Price of item.

**1.15 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.

### **1.16 Termination:**

- a) **Termination for Default:** RCF reserves its right to terminate / short close the contract, without prejudice to any other remedy for breach of Contract, by giving SEVEN (7) days' notice if CONTRACTOR fails to perform any obligation(s) under the Contract and if CONTRACTOR does not cure his failure within a period of SEVEN (7) days (or such longer period as RCF may authorize in writing) after receipt of the default notice from RCF. On termination of the contract due to the default of CONTRACTOR, the balance work for completion of the contract shall be carried out by engaging a third party at the risk and cost to the CONTRACTOR.



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- b) **Termination for insolvency:** RCF may at any time terminate the Contract by giving written notice without compensation to CONTRACTOR, if CONTRACTOR becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to RCF.
- c) **Termination for Convenience:** RCF may by written notice sent to CONTRACTOR, terminate the contract, in whole or part, at any time for its convenience. However, the payment shall be released to the extent to which performance of work executed as determined by RCF till the date upon which such termination becomes effective.

### **1.17 Disputes / Arbitration:**

In case of any dispute, difference, or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof shall be referred to the arbitration. Both the parties shall appoint the sole arbitrator with mutual agreement in line with the Arbitration and Conciliation Act, 1966. The provisions of the Arbitration and Conciliation Act, 1966 shall apply to the proceedings conducted under the arbitration. In case the party (Parties) fail to appoint the sole arbitrator within 30 days from the date of request, the requesting party may approach the Court of Competent jurisdiction to appoint an Arbitrator.

The decision of such arbitrator shall be final and binding on the parties. The venue of the Arbitration shall be at Mumbai. The language of the Arbitration shall be English.

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD) as mentioned in DPE OM No. 05/0003/2019-FTS-109 37 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.”

### **1.18 Please note the following for MSE EMD Exemption and MSE Purchase Preference:**

- A). All MSE bidders with Valid MSE document/Udyam Certificate except Traders, shall be exempted from Submission of EMD irrespective of manufacturer of the offered product
- B). A MSE bidder shall Only be eligible for Purchase Preference under MSE Policy, if the bidder is manufacturer/OEM of the offered product.

### **1.19 The terms mentioned above, supersede the terms mentioned in GTC (General Terms & Conditions). All other terms & conditions as per GTC below.**

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### GENERAL TERMS & CONDITIONS

#### APPLICABLE FOR PROCUREMENT OF GOODS

(Provisions regarding submission/opening of Bids shall be read in conjunction to respective provisions under instruction for Bidders applicable to Online tendering; in case of contradictions, the later shall prevail for such contradicted portion)

##### 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 or 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, 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.

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 to the invitation to tender issued by 'RCF' and shall be deemed to include their representatives, heirs, executors and administrators, successors and permitted assignees to such person(s), firm or company.

1.0.01 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

##### 1.1.0 Instructions for submission of Tender

1.1.01 Every tender shall be made out in English, Hindi or Marathi language. All other information will also be supplied by the 'TENDERER' in English, Hindi or Marathi language. Only one language will be used in the tender. In case of conflict the English version shall prevail. All amounts shall be indicated by TENDERER both in words as well as 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



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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.**

## **2.00 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.



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### 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](http://www.rcfltd.com) under 'Portals' → 'EMD Payment' (["Click here"](#) for EMD payment). Submit the acknowledgement/receipt of online EMD Payment along with your offer.

EMD other than above mentioned 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.



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### 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.



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- 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 equipments.
- j)- TENDERER shall state name of the manufacturers proposed for every equipment item, which is not of his own manufacture.
- k)- List of similar equipments in operation indicating there in whether visits to the plants can be arranged.
- l)- Third party inspection programmed and scope of work.
- m)- Nature of Maintenance assistance available or offered by the TENDERER.
- n)- Nature of Erection and commissioning assistance offered by the TENDERER.
- o)- The TENDERER should undertake to give shop drawings of spare parts and main equipment to enable RCF to undertake repair and maintenance after installation at site.
- p)- A certificate that the technical tender is in total conformity with RCF's specification and if not the list of exclusions and/or deviations.
- q)- Fabrication schedule and a brief statement of activities and time estimate justifying the total delivery.

II Unpriced Commercial part of tenders.

- a)- Invitation to tender No.
- b)- Earnest Money Deposit, 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.



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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.

## 9.00 Currency and Country of Origin.

### 9.01 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.

### 9.02 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.



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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 basic 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.



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

### 15.0.00 Agency Commission

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

### 16.0.00 Tenderer's Obligation.

- i)- To conform to the fabrication schedule provided by him so as to complete the work within the delivery period quoted.
- ii)- To notify RCF as and when inspections, including pre-shipment inspection are due and arrange rework, if any as a consequence of such inspection.
- iii)- Place goods along side vessel of dock in FAS and on board in case C&F, FOB tenders and



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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.

### 18.0.0 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.

### 20.0.0 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.



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

### 22.0.00 Correspondence.

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

GENERAL MANAGER (Commercial), Rashtriya Chemicals & Fertilizers Limited, Administrative Building, (Ground Floor), Chembur, MUMBAI 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.



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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 deliver 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 equipments 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 equipments.

xiii)- Tenders from Indian Public Sector Units.

### 24.0.00 Terms of payment.

#### 24.0.01 Foreign Suppliers

The material will be paid for the currency of the country of origin. Incase 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 extend 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.



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### 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 equipments or materials the CONTRACTOR agree for price reduction. The agreed price reduction will be calculated on the total CONTRACT price



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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.

### 27.00 Inspection and Testing.

RCF shall have the option to appoint an Inspection Agency for stage and final inspection of the equipment/material ordered under the CONTRACT. All testing and trials including those carried out for material, whether or not manufactured by CONTRACTOR, shall be witnessed by our Inspector. All the test certificates in original as required shall be furnished by the CONTRACTOR. Along with the supply of the equipment/material. The CONTRACTOR shall arrange where ever

necessary and applicable, inspection as per statutory provisions such as Indian Boiler Regulation, Indian Electricity Act, Indian Explosive Act, etc. The CONTRACTOR shall be responsible for arranging the visit of the Boiler Inspector Electrical Inspector, Explosive Inspector, or any such statutory authority for obtaining necessary clearance before the supply of equipment/material.

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

### 28.00 SUB CONTRACT.

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

### 29.0.0 Disputes and Arbitration

In the even 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



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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 underwriters M/s. Oriental Insurance Company Limited. MCDO 18, Second Floor, NM Marg Ballard Estate, Mumbai 400 001

Sr. Name, Contact No. Mail ID

1 Mr. Shubham Bansod 9920335472  
[Shubham.bansod@orientalinsurance.co.in](mailto:Shubham.bansod@orientalinsurance.co.in)

2 Mr. Subham Mahato 9594645825  
[subham.mahato@orientalinsurance.co.in](mailto:subham.mahato@orientalinsurance.co.in)

3 Mr. Vishvesh Kelkar 9819622859  
[vh.kelkar@orientalinsurance.co.in](mailto:vh.kelkar@orientalinsurance.co.in) or such other Insurance Company as may be prescribed by RCF from time to time.

Advance intimation of 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 packings are as per specifications laid out under Marine Insurance Guidelines.

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

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

### **30.0.01 Indigenous Suppliers.**

The consignment shall be insured for cost plus freight plus taxes if applicable, with the M/s. Oriental Insurance Company Limited. MCDO 18, Second Floor, NM Marg Ballard Estate, Mumbai 400 001

Sr. Name, Contact No. Mail ID

1 Mr. Shubham Bansod 9920335472  
[Shubham.bansod@orientalinsurance.co.in](mailto:Shubham.bansod@orientalinsurance.co.in)

2 Mr. Subham Mahato 9594645825  
[subham.mahato@orientalinsurance.co.in](mailto:subham.mahato@orientalinsurance.co.in)

3 Mr. Vishvesh Kelkar 9819622859  
[vh.kelkar@orientalinsurance.co.in](mailto:vh.kelkar@orientalinsurance.co.in) or such other Insurance Company as may be prescribed by RCF from time to time. The Indigenous Suppliers shall intimate the above underwriters in writing as soon as the consignment is despatched with dispatch particulars.

### **30.0.02 Foreign Suppliers.**

The consignment shall be insured against all the risks including SRCC from suppliers warehouse



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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.



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

CONTRACTOR shall endeavor to prevent, 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 - I**

**Process Compliance Form**

(Bidders are required to print this on their company's letter head and sign, stamped by authorized signatory)

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 NIT  
No.: e-TENDER- DC/MR-21841**

We hereby confirm the following –

- 1) The undersigned is authorized representative of the company.
- 2) We have carefully gone through the NIT, Tender Documents and the Rules governing the e-tendering as well as this document.
- 3) We will 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 e-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 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.** :-



## RASHTRIYA CHEMICALS & FERTILIZERS LIMITED

(A Government of India Undertaking)

Administrative Building, Chembur, Mumbai 400 074. Maharashtra, INDIA

Phone: 00 91 22 2552 2472/ 2120/ 2624/ 2242

### Annexure-II

#### **FORMAT FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT AND PERFORMANCE GUARANTEE**

(To be submitted on Rs. 500/- (five hundred) 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



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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:



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### Annexure-III

## **LIST OF RCF APPROVED BANKS FOR BANK GUARANTEES**

Sr.No.	Name of Bank
	<b>A) Nationalized Banks</b>
	<b>12 Nos.</b>
1	Bank of Baroda (includes erstwhile Dena Bank & Vijaya Bank)
2	Bank of India
3	Bank of Maharashtra
4	Canara Bank (includes erstwhile Syndicate Bank)
5	Central Bank of India
6	Indian Bank include erstwhile Allahabad Bank
7	Indian Overseas Bank
8	Punjab & Sind Bank
9	Punjab National Bank (include erstwhile Oriental Bank of Commerce & United Bank of India)
10	State Bank of India
11	UCO Bank
12	Union Bank of India (includes erstwhile Andhra Bank & Corporation Bank)
	<b>B) Other Private Banks</b>
	<b>17 Nos.</b>
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 Mercantile Bank Ltd.
10	Federal Bank Ltd.
11	Jammu & Kashmir Bank Ltd.
12	Karnataka Bank Ltd.
13	Karur Vysya Bank Ltd.
14	YES Bank
15	IDFC Bank



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16	IndusInd Bank Ltd
17	RBL Bank Ltd
<b>C) Foreign Banks</b>	
16 Nos.	
1	American Express Bank Ltd.
2	Bank of America 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	Hongkong & Shanghai Banking corporation Ltd.
11	JP Morgan Chase Bank
12	Royal Bank of Scotland
13	Standard Chartered Bank
14	Bank of America
15	Emirates Bank NBD
16	Sinhan Bank



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### ANNEXURE -IV

**EXISTING RCF VENDOR –Please mention vendor code - \_\_\_\_\_**

#### **VENDOR DATA UPDATION FORM**

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		
<b>I</b>	<b>NAME</b>	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>	
<b>RCF Vendor Code</b> (for existing RCF Vendors)					
<b>RCF Vendor Code</b> ( for new Vendors,RCF will create and fill)					
<b>II</b>	<b>ADDRESS</b>	House/ bldg. Number	*		
		Street	*		
		Street			
		City / Postal Code	*		
		District / State	*		
		Country	*		
<b>Region Code</b>					
<b>Other Region Code</b>					
<b>III</b>	<b>REGISTRATION NUMBER</b>	Company registration number	*		
<b>IV</b>	<b>BIDDER TYPE</b>	India / Foreign	*		
<b>V</b>	<b>COMPANY DETAILS</b>	Company's Establishment Year	*		
		Company's Nature of Business	*		
		Company's Legal Status: Limited company / Undertaking / Joint venture / Partnership /Others	*		



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<b>VI</b>	<b>COMMUNICATION</b>	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	*			
		Date Of Birth (DD/MM/YYYY)	*			
		Standard communication method		<i>by email only</i>		
<b>VII</b>	<b>ACCOUNT CONTROL</b>	If also a RCF's Customer?		<i>Yes / No</i>		
		Group Key		<i>will be filled by RCF</i>		
<b>VIII</b>	<b>TAX INFORMATION</b>	GST Reg NO.				
		PAN NO.	*			
<b>IX</b>	<b>DETAILS OF BANK</b>	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 cheque		<i>MICR</i>		
		Telephone No. of Bank		<i>STD Code</i>	<i>Tel No</i>	<i>Extn</i>
		Fax No. of Bank		<i>STD Code</i>	<i>Fax No.</i>	



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		Type of Account (for SB A/c=10, CurrentA/c=11 or CC=13 )	*			
		Region		will be filled by RCF		
X	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) Ancillary unit	*			
		Proprietor of MSE's is from SC / ST category	*			
	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 authorize RCF Ltd to make all payments to us by Direct Credit to our Bank Accounts details of which are given above.					
5	We hereby authorize RCF Ltd to deduct bank charges applicable for such Direct Bank Payments					
				Signature	.....	
Place		Common Seal		Name	.....	
Date				Designation	.....	

Please submit scanned copy of following documents with this form:

- 1. Blank cancelled cheque / a photocopy of the Cheque**
- 2. Copy of GST certificate**
- 3. Copy of PAN card**



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### ANNEXURE- V

#### 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. Vendor/Supplier/Contractor shall submit the periodicity of filing GST returns applicable to him.
5. Vendor/Supplier/Contractor shall intimate the company about applicability of e-invoicing, SAC /HSN codes for the goods /services supplied by him along with the applicable GST rate as on date of participationin tender. If due to any subsequent amendment/notification under GST Act, there is any change in the tax rates; vendor shall update the company for the same by submitting such notification.
6. Vendor/Supplier/Contractor /Contractor shall ensure timely submission of **Invoice(s)/ Bill of Supply/Receipt Voucher or any other document** as per rules/ regulations of GST Act with all requiredsupporting document(s) within a period specified in Contracts/ LOA.
7. Vendor shall submit separate invoices for services rendered based on company's request for necessary compliance under GST as the case may be.
8. The vendor undertakes to file all required Returns, deposit taxes and details required to be submitted underGST laws & rules as per due dates prescribed. The vendor also agrees to do all things including providing invoices or other documentation in such form and detail that may be necessary to enable or assist the company to claim or verify any Input Tax Credit, set off, rebate or refund in relation to any GST payable under the Agreement entered/Work Order/Purchase Order
9. All necessary adjustment vouchers such as Credit Notes / Debit Notes for any short/excess supplies or revision in prices or for any other reason under the Contract shall be submitted to the company as per GSTAct provisions.
10. Advance payments: Vendor/Supplier/Contractor should issue Receipt vouchers immediately on receipt of advance payment and subsequently issue supplies along tax invoice after adjusting advance payments as per Contractual terms and GST Act Provisions.
11. Acceptance /Deemed Acceptance of E way bill for FOR deliveries should not be construed as acceptance of the material by the company and the company reserves the right to inspect the material and rejections if any would be subsequently adjusted by the Vendor by issuing Credit note for shortages/rejections.
12. The company reserves a right to review the Vendor/ supplier invoices to ensure that they are GST compliantand in case of any discrepancy observed, the supplier shall arrange to submit tax compliant invoice, only upon which payment shall be processed.
13. Vendor/Supplier/Contractor would promptly pay GST for the supplies made to the company and would upload returns within the prescribed time as per GST Act.
14. In the event of default on his part in payment of tax and submission / uploading of monthly returns, the company is well within its powers to withhold payments, especially the tax portion, untilVendor/Supplier/Contractor corrects the default /gets the shortcomings rectified at his own cost and / or complies with the requirements of GST Act and produces satisfactory evidence to that effect or upon invoice /debit note/credit note appearing in GSTR2A of the Company on the GST portal.



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15. In case GST credit is delayed/ denied to the company and reversed subsequently as per GST law, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to the company, GST amount shall be recoverable from Vendor/Supplier/Contractor along with interest levied/ leivable on the company by GST authority.
16. In the event of delay in getting ITC to the company due to reasons attributable to the Vendor/Supplier/Contractor, the company reserves the right to recover interest at 12% on the tax credit so available for the number of days the ITC was delayed. The company may recover such amount from the Security Deposit or any such Deposit / Credit Balance / future payments. Accordingly, the company will raise Invoice/Debit note on the Vendor/Supplier/Contractor.
17. In case the short coming is not rectified by the Vendor/Supplier/Contractor and the company ends up in reversal of credits and / or payments, Vendor/Supplier/Contractor is fully liable for making good all the loss including interest on the tax credit so available for the number of days the ITC was denied.
18. In case of any GST liability arising on the company under reverse charge, Vendor/Supplier/Contractor shall ensure timely submission of invoice. In case of goods such invoices should not be more than 30 days old and in case of services not more than 60 days old, so as to facilitate the company to discharge GST liability on the due dates as prescribed under GST Law. In case of any default towards discharge of GST liability under reverse charge by the company due to any lapses on account of vendor, the applicable interest/penalty etc. will be recovered from the vendor.
19. In case of receiving any notice / intimation from GST authority to the company towards non-compliance by the vendor, payments will be withheld for all outstanding bills and bills received subsequently from the vendor, till the time , necessary rectification has been carried out by the vendor and proof of the same has been submitted to the company.
20. Any late delivery i.e., delivery after the due date or delay in submission of invoices or any other delays, attracts payment of damages by the vendor / contractor as agreed mutually. It is agreed by the vendor/supplier /Contractor that such damages become recoverable by the company with applicable GST thereon.
21. In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by the company. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then the company shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by the company.
22. The company reserves the right to suspend / cancel / terminate the contract in the event of frequent / multiple/ repeated defaults by the Vendor/Supplier/Contractor in complying with the requirements as per GST Law and Vendor/Supplier/Contractor shall be put under Holiday list as mentioned in the Contract.

**With regards,**

**Signature with company seal**

<b>Name</b>	:-
<b>Company/Organization</b>	:-
<b>Designation</b>	:-
<b>E-mail ID</b>	:-
<b>Tel No.</b>	:-
<b>Mobile No.</b>	:-



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## Annexure-VI

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

1. Debarment is classified under following two types:

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

#### **Definitions**

2. Firm: The term 'firm' or 'bidder" has the same meaning for the purpose of these Guidelines, which includes an individual or person, a company, a cooperative society, a Hindu undivided family and an association or body of persons, whether incorporated or not, engaged in trade or business.

3. Allied firm: All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:

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

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

#### Debarment by RCF, limited to only RCF-

5. Orders for Debarment of a firm(s) shall be passed by RCF, keeping in view of the following:

- a. A bidder or any of its successors may be debarred from participating in any procurement process for a period not exceeding two years.
- b. Firms will be debarred if it is determined that the bidder has breached the code of integrity as per Rule 175 of GFRs 2017 given below-

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

- (i) *prohibition of*
  - (a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
  - (b) any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
  - (c) any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.



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(d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.

(e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.

(f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.

(g) obstruction of any investigation or auditing of a procurement process.

(h) making false declaration or providing false information for participation in a tender process or to secure a contract;

(ii) *disclosure of conflict of interest.*

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

c. A bidder can also be debarred for any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of RCF, warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide "Bid Securing Declaration", non-submission of performance security, etc.

d. Before issuing the debarment order against a firm, reasonable opportunity shall be given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm).

e. List of debarred firms will be maintained, which will also be displayed on RCF's website for all units of RCF.

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

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

7. Where RCF is of the view that business dealings with a particular firm should be banned across all the Ministries/ Departments, RCF can forward such debarment proposal to DoE through DoF. DoE may issue the necessary orders after satisfying itself that proposed debarment across all the Ministries/ Departments is in accordance with Rule 151 of GFRs, 2017. Rule 151 of GFRs, 2017 is given below-

- (i) *A bidder shall be debarred if he has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.*
- (ii) *(A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Debarment of commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.*
- (iii) *A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.*
- (iv) *The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.*



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8. The firm will remain in suspension mode (i.e. debarred) during the interim period till the final decision taken by DoE, only in RCF.
9. Before forwarding the debarment proposal to DoE through DoF, reasonable opportunity shall be given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm).
10. DoE can also give additional opportunity, at their option, to firm to represent against proposed debarment. DoE can also take suo-moto action to debar the firms in certain circumstances.
11. No contract of any kind whatsoever shall be placed on the debarred firm, including its allied firms by RCF after the issue of a debarment order.
12. DoE will maintain list of such debarred firms, which will be displayed on Central Public Procurement Portal.

### **Revocation of Orders**

13. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.
14. A debarment order may be revoked before the expiry of the Order, by the competent authority of DoE, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.

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

15. No contract of any kind whatsoever shall be placed to debarred firm including its allied firms after the issue of a debarment order by competent authority. Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender (first bid, normally called as technical bid, in case of two packet/two stage bidding) nor debarred on the date of contract. Even in the cases of risk purchase, no contract should be placed on such debarred firms.
16. If case, any debarred firm has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them.
17. Contracts concluded (awarded) before the issue of the debarment order shall, not be affected by the debarment Orders.
18. The Debarment shall be automatically extended to all its allied firms. In case of joint venture/ consortium is debarred all partners will also stand debarred for the period specified in Debarment Order. The names of partners should be clearly specified in the "Debarment Order".
19. Debarment in any manner does not impact any other contractual or other legal rights of the procuring entities.
20. The period of debarment shall start from the date of issue of debarment order.
21. The Order of debarment will indicate the reason(s) in brief that lead to debarment of the firm.

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## RASHTRIYA CHEMICALS & FERTILIZERS LIMITED

(A Government of India Undertaking)

Administrative Building, Chembur, Mumbai 400 074. Maharashtra, INDIA

Phone: 00 91 22 2552 2472/ 2120/ 2624/ 2242

### ANNEXURE- VII

#### Un-priced Techno-commercial Bid

#### Supply of 12,000 KG of Blow molding grade HDPE Granules

Sr. No.	COMMERCIAL CLAUSES	BIDDER CONFIRMATION (Please put ✓ in front of your confirmation)
1.	<b>Price basis</b> (on FOR RCF, TROMBAY DELIVERED BASIS)	<input type="checkbox"/> AGREED <input type="checkbox"/> DISAGREED
2.	<b>GST</b> Quote GST % in Price bid	<input type="checkbox"/> Quoted In BOQ <input type="checkbox"/> Not quoted (inclusive in basic price)
3.	Evaluation of offers as per <b>Clause no. 1.03 of NIT.</b>	<input type="checkbox"/> AGREED <input type="checkbox"/> DISAGREED
4.	<b>PART QUANTITY ORDER:</b> RCF reserves the right to draw/ drop/ split the tendered quantity in part or whole on its sole discretion without assigning any reason.	<input type="checkbox"/> AGREED <input type="checkbox"/> DISAGREED
5.	All material to be delivered at RCF Trombay Stores within 15 days from date of PO/LOI as per <b>Clause no. 1.04 of NIT.</b>	<input type="checkbox"/> AGREED <input type="checkbox"/> DISAGREED
6.	<b>Bid validity for 75 days</b> (excluding the date of opening of tender)	<input type="checkbox"/> AGREED <input type="checkbox"/> DISAGREED
7.	<b>Mutually Agreed Damages as per Clause no. 1.05 of NIT</b> (non-acceptance of the clause will lead to rejection of offer )	<input type="checkbox"/> AGREED <input type="checkbox"/> DISAGREED
8.	<b>FIRM PRICE CLAUSE:</b> Price shall be firm till the execution of the contract, any statutory change within contract period will be borne by RCF and beyond contract period shall be to supplier's account.	<input type="checkbox"/> AGREED <input type="checkbox"/> DISAGREED
9.	Successful bidder will have to submit <b>Performance Security</b> for 5% of the Order value as per <b>Clause No. 1.07 of NIT.</b>	<input type="checkbox"/> AGREED <input type="checkbox"/> DISAGREED
10.	Weight applicable for payment shall be the net weight in supplier's invoice or weight recorded at RCF weighbridge, whichever is less.	<input type="checkbox"/> AGREED <input type="checkbox"/> DISAGREED



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11.	<b>Payment terms as per Clause No. 1.09</b>	<input type="checkbox"/> AGREED <input type="checkbox"/> DISAGREED
12.	WHETHER THE <b>PROPRIETOR</b> OF " <b>MSME</b> " ENTERPRISE IS FROM <b>SC/ST</b> CATEGORY (PLEASE ATTACH CASTE CERTIFICATE ISSUED BY COMPETENT AUTHORITY)	<input type="checkbox"/> YES <input type="checkbox"/> NO
13.	CERTIFICATE FROM THE BIDDER IN COMPLIANCE TO NOTIFICATION NO. F.NO. 6/18/2019-PPD DATED 23.07.2020 (Refer <b>Annexure-X</b> ) OR A COPY OF REGISTRATION CERTIFICATE FROM COMPETENT AUTHORITY AS PER <b>ANNEXURE-X</b> .	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Submitted
14.	<b>Compliance of Make In India Order:</b>  Bidders have to <b>furnish the declaration</b> for percentage of local content and details of location at which local value addition is done for the offered product <b>in format attached at Annexure-XII</b> .  Note: As per Make In India order, the <b>minimum local content requirement is 20%</b> for participation in the bid.	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Applicable  (It is mandatory to submit declaration and certificate about local content, else your offer will be considered as non-local supplier)
15.	Bidders have to submit duly filled, signed and stamped copy of <b>Annexure-XIII</b>	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Submitted
16.	Bidders have to submit duly filled, signed and stamped copy of <b>Annexure-XIV</b>	<input type="checkbox"/> Submitted <input type="checkbox"/> Not Submitted
17.	All terms and conditions of the NIT-GTC are acceptable.	<input type="checkbox"/> AGREED <input type="checkbox"/> DISAGREED
SIGNATURE AND STAMP OF BIDDER		



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### ANNEXURE –VIII

## Pre-Qualification Criteria

Sr. No.	Details to be given	Bidders reply.
1.	Name of vendor with full address, telephone no., Fax no. Email etc.	
2.	<p><b>Category of bidder for Blow molding grade HDPE Granules</b></p> <p>(Note: offer of the bidder shall be considered for evaluation under only one selected category subject to fulfilment of requirements mentioned at point 2.1 below)</p>	<p>Trader/Dealer of Blow molding grade HDPE Granules <input type="checkbox"/></p> <p>Non-MSE OEM (i.e. Manufacturer) of Blow molding grade HDPE Granules <input type="checkbox"/></p> <p>MSE Manufacturer of Blow molding grade HDPE Granules <input type="checkbox"/></p> <p>Category-I Start-Up Bidder <input type="checkbox"/></p> <p>Category-II Start-Up Bidder <input type="checkbox"/></p>
2.1	<p><b>Definition, Qualifications &amp; Documents required for consideration under above categories of bidders:-</b></p> <p><b>1. MSE Manufacturer of Blow molding grade HDPE Granules :</b> Submission of following: 1. Udyam Registration Certificate 2. Declaration for being Manufacturer of <b>Blow molding grade HDPE Granules</b>.</p> <p><b>2. Start-Up Bidder:</b> Submission of following: (i) DPIIT certificate (ii) Declaration for being Manufacturer of <b>Blow molding grade HDPE Granules</b> (iii) CA Certificate bearing UDIN stating that "The Bidder has not crossed turnover of more than Rs. 100 Crore or as set by GOI from time to time in any of the preceding years since incorporation.</p> <p><b>2A. Category-I Start-Up Bidder [in addition to compliance of 2 (i), 2 (ii) and 2 (iii)]:</b></p> <p>(i) Bidders shall submit declaration for quoting for 100% Bid quantity. (ii) Bidders shall comply with Past Experience Criteria and Average Annual Audited Financial Turnover Criteria as per Sr. 8 &amp; Sr. 9 of <b>Annexure-VIII</b>.</p>	



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	<b>2B. Category-II Start-Up Bidder [in addition to compliance of 2 (i), 2 (ii) and 2 (iii)]:</b> <ul style="list-style-type: none"><li>(i) Bidders shall submit declaration for quoting for trial order of 10% Bid quantity.</li><li>(ii) Past Experience Criteria and Average Annual Audited Financial Turnover Criteria shall not be applicable for such bidders.</li><li>(iii) Offers of the start-up bidders applying under Category-II shall be rejected during the technical evaluation on CPP and will be only considered for order for maximum 10% additional tender quantity (to be distributed equally amongst the available Category-II Start-Up bidders) subject to matching L-1 Price and compliance of other terms &amp; conditions of tender documents.</li></ul>	
3.	Name of contact person/s Name and address of proprietor / M.D. with telephone no. and residential address.	
4.	Year of establishment	
5	Copy of GST Registration no.	Enclosed <input type="checkbox"/> Not enclosed <input type="checkbox"/>
6	Copy of PAN Card	Enclosed <input type="checkbox"/> Not enclosed <input type="checkbox"/>
7.	<b>Past Experience Criteria:</b>  Bidder shall have experience of having supplied Blow Molding grade HDPE granules to any industry during last 7 years, ending last day of month previous to the one in which applications are invited.  Bidder have to submit documentary evidence in form of PO with Invoice or Order completion certificate for the supply of any one of the blow molding grades of HDPE granules.  For all bidders (except MSE Manufacturer & Category-I Start-Up bidder): <b>One PO of Minimum 6,000 KG</b>  For MSE Manufacturer & Category-I Start-Up bidder: <b>One PO of minimum 4,500 KG</b>	Enclosed <input type="checkbox"/> Not enclosed <input type="checkbox"/>



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8.	<b>Average Annual Audited Financial Turnover Criteria</b>	
	<p>Bidders have to furnish following documents in support of Average Annual Audited Financial Turnover Criteria:-</p> <p>(i) Published Financial Statements/Audit Sheet (Balance Sheet &amp; Profit &amp; Loss account) <b><u>bearing UDIN</u></b> for <b>FY 2022-23; FY 2023-24 and FY 2024-25</b>. OR</p> <p>(ii) CA Turnover Certificate indicating financial turnover for <b>FY 2022-23; FY 2023-24 and FY 2024-25 bearing Membership Number, Seal and Sign with UDIN</b>.</p> <p><b>Average Annual audited financial turnover criteria for Manufacturers &amp; Traders:</b> Average Annual financial turnover during the last 3 years, ending 31<sup>st</sup> March 2025 i.e. FY 2022-2023; FY 2023-2024 and FY 2024-2025 should be at least <b>Rs. 14.67 Lakh</b>.</p> <p><b>Average Annual audited financial turnover criteria for MSE Manufacturers &amp; Category-I Start-Up Bidders:</b> Average Annual financial turnover during the last 3 years, ending 31<sup>st</sup> March 2025 i.e. FY 2022-2023; FY 2023-2024 and FY 2024-2025 should be at least <b>Rs. 11.00 Lakh</b>.</p> <p>* 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 into account. In this case, the financial turnover during last financial year / the average financial turnover during preceding two financial years should be at least <b>Rs. 14.67 Lakh</b> [in case of Manufacturer/Trader] or <b>Rs. 11.00 Lakh</b> [in case of MSE Manufacturer &amp; Category-I Start-Up Bidder].</p>	<input type="checkbox"/> Enclosed  <input type="checkbox"/> Not enclosed
<b>SIGNATURE AND STAMP OF BIDDER</b>		



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### BENEFITS TO MICRO AND SMALL ENTERPRISES (MSEs)

### ANNEXURE- IX

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

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

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

(b) Purchase Preference for MSE :

In tenders, where the L1 (evaluated price) bidder is a non-MSE, up to 25% of the tendered quantity shall be allowed to be supplied by participating MSEs provided that the tendered quantity is divisible into two or more orders and adequate for the purpose; all qualifying bidders have agreed for acceptance of part-order quantity and participating MSE matches the L1 rate. A share of 4% out of this 25% shall be allowed to be supplied by participating MSEs owned by Scheduled Cast/Scheduled Tribe entrepreneurs. In the case of an SC/ST owned MSE failing to participate in the tender or not meeting the tender requirements, this 4% sub-target shall be met by other participating MSEs. A share of 3% out of this 25% shall be allowed to be supplied by participating MSEs owned by Women entrepreneurs. In the case of an Women owned MSEs failing to participate in the tender or not meeting the tender requirements, this 3% sub-target shall be met by other participating MSEs. The above shall be subject to that the participating MSE (including SC/ST and women owned MSEs) bidders shall have quoted a price within +15% of the L1 bid price and further that they shall agree to match their quoted price with L1 price. In case that two or more MSEs are within the L1 +15% band, all such MSEs will be offered the opportunity to match the L1 rate and 25% of the order will be shared equally by them. Where the MSE is SC/ST owned, they shall be exclusively awarded a share of 4% of the above 25% and Where the MSE is Women owned, they shall be exclusively awarded a share of 3% of the above 25%, in addition to equally sharing the balance 18% with other non-SC/ST MSEs. In case of more than one SC/ST MSEs matching the L1 price, they shall equally share 4% of the order, and additionally share the balance 18% with other non-SC/ST, non-Women MSE bidders. In case of more than one Women MSEs matching the L1 price, they shall equally share 3% of the order, and additionally share the balance 18% with other non-SC/ST, non-Women MSE bidders.

(c) **Exemption from Earnest Money Deposit (EMD)/ Tender cost 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>) 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:** 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. ***Bidders registered under the “services” category shall not be considered for supply of material/stores.***



**ANNEXURE-X**

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

**(OM no. 6/18/2019-PPD dated 23rd July 2020)**

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)\*.

II. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

"Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

- a. An entity incorporated, established or registered in such a country; or
- b. A subsidiary of an entity incorporated, established or registered in such a country; or
- c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- d. An entity whose beneficial owner is situated in such a country; or
- e. An Indian (or other) agent of such an entity; or
- f. A natural person who is a citizen of such a country; or
- g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;



3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

**VI. Certificate regarding compliance**

Bidder shall furnish a certificate along with tender documents regarding their compliance with this Order as per the format on their letter head. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

**Format of Certificate**

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

**VII. Validity of registration**

Registration should be valid at the time of submission of bids and at the time of acceptance of bids:-

VIII. The said order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

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**Annexure XI**

**Public Procurement (Preference to Make in India) Order**

No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II

Government of India

Ministry of Commerce and Industry

Department for Promotion of Industry and Internal Trade  
(Public Procurement Section)

Vanijya Bhawan, New Delhi

Dated: 19 July, 2024

**To**

All Central Ministries/Departments/CPSUs/All concerned

**ORDER**

**Subject: Public Procurement (Preference to Make in India), Order 2017–  
Revision; regarding.**

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019, Order No.P-45021/2/2017-B.E.-II dated 04.06.2020 and Order No.P-45021/2/2017-B.E.-II dated 16.09.2020 hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017" dated 19.07.2024 effective with immediate effect.

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

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

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

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

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

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

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

**Explanatory notes for calculation of local content given above**

- a. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
- b. The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.



c. Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows;

'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding' means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/organization/ firm for an imported product would amount to rebranding.

d. To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.

e. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

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

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

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

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

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

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

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



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

**2A. Special treatment for items covered under PLI Scheme**

The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

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

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurement undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

**3.1 Mandatory sourcing of items, with sufficient local capacity and competition, from Class-I local suppliers in SI/EPC/Turnkey Contracts/Service Tenders**

- a. The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/ Services tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and competition, with specific HSN codes."
- b. Notwithstanding above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry/ Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case-specific basis.

**3A. Purchase Preference**

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurement undertaken by procuring entities in the manner specified here under.

(b) In the procurement of goods or works, which are covered by para 3(b)



above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
- ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurement of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
  - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.
  - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
  - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

**3B. Applicability in tenders where contract is to be awarded to multiple bidders-** In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a. In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b. In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- c. If 'Class I Local suppliers' qualify for award of contract for at least



50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

- d. First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
- e. To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub- paras above.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurement 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.

**4A. Exemption in sourcing of spares and consumables of closed systems:**

Procurement of spare parts, consumables for closed systems and Maintenance/ Service contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part Manufacturer shall be exempted from this Order.

5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class- II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for



display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

**9. Verification of local content:**

- a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.
- d. 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.
- e. 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.
- f. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- g. 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.
- h. 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 9



I below.

- I. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
  - i. 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;
  - ii. 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);
  - iii. 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 procurement are not disrupted.

**10. Specifications in Tenders and other procurement solicitations:**

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier' / 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
- d. **Reciprocity Clause**
  - i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
  - ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
  - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
  - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
  - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/



brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.

f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

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

**11. Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

**12. Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

**13. Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

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

**14. Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including

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procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

The Administrative Department, while seeking exemption under this para, shall certify that such an item(s) has not been notified by Nodal Ministry/ Department concerned under para 3 (a) of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing committee is hereby constituted with the following membership:  
Secretary, Department for Promotion of Industry and Internal Trade - Chairman  
Secretary, Commerce—Member  
Secretary, Ministry of Electronics and Information Technology—Member Joint  
Secretary (Public Procurement), Department of Expenditure—Member Joint  
Secretary (DPIIT)—Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee
  - a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
  - b. shall annually assess and periodically monitor compliance with this Order
  - c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
  - d. may require furnishing of details or returns regarding compliance with this Order and related matters
  - e. may, during the annual review or otherwise, assess issues, 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 Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1<sup>st</sup> January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.

  
(Himani Pande)  
Additional Secretary to the Government of India  
Tel: 011-23038888  
E-mail: ashp.dpiit@gov.in



## **Annexure-XII**

### **FORMAT FOR DECLARATION OF LOCAL CONTENT AS PER MAKE IN INDIA POLICY BY GOVT. OF INDIA**

(Duly filled, signed and stamped format shall be submitted on company's letter head)

#### **DECLARATION OF LOCAL CONTENT AS PER MAKE IN INDIA POLICY BY GOVT. OF INDIA**

a) Tender No/Bid No. : **DC/MR-21841**

b) We have participated in above Tender/Bid as **Manufacturer / Trader** (~~strike out whichever is not applicable~~) of offered products.

c) We hereby declare that we have submitted the bid under Make In India policy and that the local content in the offered material is.....% (to be eligible under Make In India policy)

d) Detailed address of facility / location where the local content value addition is done is as given below:  
Street/House number:.....

Address line 1:.....

Address line 2:.....

District:.....

State:.....

Pin code:.....

e) We also confirm that, we accept that the local content declared by us is liable to be audited by RCF and we confirm that we shall provide all assistance/ co-operation for the same. In the event the local content of goods/ service / works mentioned herein is found to be incorrect and not meeting the prescribed Minimum local content criteria, based on the assessment of procuring agency (ies) / Govt. authorities for the purpose of assessment of local content, action shall be taken against us in line with Make In India Policy.

#### **Note :**

- i) If the bidder is OEM, then it has to submit self-declaration regarding the percentage of local content and the details of locations at which the value addition is made along with their bid.
- ii) If the bidder is not OEM, then the bidder has to submit self-declaration supported by OEM's documents/declaration along with their bid.
- iii) Any Trader submitting Bid/tender in a domestic enquiry and declaring themselves as Class-I Local Supplier under Make-In-India (MII) Policy but without submission of supporting document of OEM shall be summarily considered as Class-II Local Supplier under MII. Such bidder shall not be considered for any Purchase Preference under MII policy.

With regards,

Signature with company seal

Name :—

Company / Organization :—

Designation :—

E-mail Id :—

Tel no. / Mobile no :—



**ANNEXURE - XIII**

**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)

Date: \_\_\_\_\_

RCF NIT/Bid No. **DC/MR-21841**

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 - XIV**

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

Ref: RCF NIT/Bid No. **DC/MR-21841**

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- XV**

**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	<a href="mailto:mandar.hukeri@rxil.in">mandar.hukeri@rxil.in</a>
A Treds	Ms. Deepa Rath	9980771532	<a href="mailto:Deepa.rath@invoicemart.com">Deepa.rath@invoicemart.com</a> ;
	Mr. Hitesh Popli	9930061225	<a href="mailto:hitesh.popli@invoicemart.com">hitesh.popli@invoicemart.com</a>
M1 Exchange	Jacob Raphael V	7506197628	<a href="mailto:jacob.r@m1xchange.com">jacob.r@m1xchange.com</a>
	Nieshant Nagda	9870337378	<a href="mailto:nishant.nagda@m1xchange.com">nishant.nagda@m1xchange.com</a>

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

**Benefits to MSME Seller:**

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

**Steps Involved for registration at Platform:**

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



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

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.

**MSME ZED and LEAN Certification Scheme(s):**

- *MSME Sustainable (ZED) Certification Scheme: This scheme encourages MSMEs to improve their processes and systems to enhance quality and move towards sustainability through minimizing environmental impact.*
- *MSME Competitive (Lean) Scheme: This scheme aims to enhance MSMEs' productivity, efficiency, and competitiveness by reducing wastages in processes, inventory management, space management, energy consumption, etc.*
- *Importance of ZED and LEAN Certification: The Ministry of Micro, Small & Medium Enterprises, Government of India, aims to promote the adoption of ZED and LEAN certification schemes among MSMEs to enhance their competitiveness, productivity, and sustainability.*

For more information on the ZED and LEAN Certification Schemes, please visit:

ZED: <https://zed.msme.gov.in/>

Lean: <https://lean.msme.gov.in/>

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