

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	17-08-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	17-08-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Chemicals And Fertilizers
विभाग का नाम/Department Name	Department Of Fertilizers
संगठन का नाम/Organisation Name	Rashtriya Chemicals And Fertilizers Limited (rcf)
कार्यालय का नाम/Office Name	Rcf Tr Hod Mes
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :skhota@rcfltd.com Buyer Email id: ssgodbole@rcfltd.com
वस्तु श्रेणी /Item Category	Financial Audit Services - Engagement of Chartered Accountant Firms for Physical Verification of Assets, Stores, Spares, Inventory, Reconciliation with Books of Accounts and Claims of HWP for Financial Years 2026-27, 2027-28 and 2028-29 at Thal Unit ..
अनुबंध अवधि /Contract Period	3 Year(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No

बिड विवरण/Bid Details	
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	7
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	4 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	2398350
Payment Timelines	Payments shall be made to the Seller within 30 days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.

1. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within $L-1+ 15\%$ (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for % (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within $L-1+ 15\%$ of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Pre Bid Detail(s)

मूल्य भिन्नता खंड दस्तावेज़/Pre-Bid Date and Time	प्री-बिड स्थान/Pre-Bid Venue
08-08-2026 11:00:00	Administrative Building, Contract Cell Dept., RCF Chembur

Financial Audit Services - Engagement Of Chartered Accountant Firms For Physical Verification Of Assets, Stores, Spares, Inventory, Reconciliation With Books Of Accounts And Claims Of HWP For Financial Years 2026-27, 2027-28 And 2028-29 At Thal Unit .. (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Scope of Work	Engagement of Chartered Accountant Firms for Physical Verification of Assets, Stores, Spares, Inventory, Reconciliation with Books of Accounts and Claims of HWP for Financial Years 2026-27, 2027-28 and 2028-29 at Thal Unit (Group A)
Type of Financial Audit Partner	CA Firm , CAG Empaneled Audit or CA Firm , Audit Firm
Type of Financial Audit	As per NIT
Category of Work under Financial Audit	As per NIT
Type of Industries/Functions	As per NIT
Frequency of Progress Report	As per NIT
MIS Reporting for Financial Audit support	Yes
Frequency of MIS reporting	As per NIT
State	NA
District	NA
एडऑन /Addon(s)	
Post Financial Audit Support	NA

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Asmita Saurabh Patil	400074,RCF Ltd. , Mahul road chembur	Project / Lumpsum Based	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues

or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---



RASHTRIYA CHEMICALS & FERTILIZERS LIMITED

(A Government of India Undertaking)

Administrative Building, MES Dept, Room no. 25,
Chembur, Mumbai 400 074, Maharashtra, INDIA

Phone: 00 91 22 2552 2584 / 2727

NOTICE INVITING TENDER FOR Engagement of Chartered Accountant Firms for Physical Verification of Assets, Stores, Spares, Inventory, Reconciliation with Books of Accounts and Claims of HWP for Financial Years 2026-27, 2027-28 and 2028-29 at Thal Unit (Group A)

GEM BID NO: GEM/2026/B/7863439 (GROUP A)

The tender is divided into two groups:

1. Group-A: Engagement of Chartered Accountant Firms for Physical Verification of Assets, Stores, Spares, Inventory, Reconciliation with Books of Accounts and Claims of HWP for Financial Years 2026-27, 2027-28 and 2028-29 at Thal Unit (GeM Bid no: GEM/2026/B/7863439)

2. Group-B: Engagement of Chartered Accountant Firms for Physical Verification of Assets, Stores, Spares, Inventory and Reconciliation with Books of Accounts for Financial Years 2026-27, 2027-28 and 2028-29 at Trombay Unit (GeM Bid no: GEM/2026/B/7863462)

Note- For detailed information, please refer to the individual NITs for Group A and Group B.

This Notice Inviting Tender (NIT) document is applicable for Group A only (GeM Bid no. GEM/2026/B/7863439).

For details of the NIT for Group B, please refer to GeM Bid no. GEM/2026/B/7863462

Website for bid Submission: <https://gem.gov.in>

KINDLY NOTE THAT ONLY OFFER THROUGH GeM WILL BE CONSIDERED AGAINST THIS TENDER

Bidders may visit RCF site at bidder's own responsibility and risk, and at their own cost, between 9:00 a.m. to 4:00 p.m. on any working day to assess the quantum of job and site conditions, and obtain all necessary information for preparing the Bid and before entering into a contract for the Services.

The pre-bid meeting with RCF is scheduled as per the time mentioned on the GEM Bid document, in the Administrative Building, CC Dept., RCF Chembur. The meeting will address discussions and clarifications regarding the subject tender. Interested bidders who wish to attend must email their contact details to the designated officers at least one day in advance. Please note that requests for rescheduling the meeting date/time will not be entertained.

Bidders shall ensure that all documents related to pre-qualification (technical and commercial) are submitted at the first instance itself, along with the original bids

No verbal and / or telephonic queries and clarifications will be entertained by the RCF.

Contacts:

- 1) GeM Helpline Number: 1800-419-3436
- 2) Sujit Hota (Tel:+91 22 2552 2958), E-Mail: skhota@rcfltd.com
- 3) Shubham Godbole (Tel:+91 22 2552 2584), E-Mail: ssgodbole@rcfltd.com
- 4) Ganesh Bhandari (Tel:+91 22 2552 2561), E-Mail: gmbhandari@rcfltd.com

NOTE - ANY CHANGE IN NIT / EXTENSION IN DUE DATE WILL APPEAR IN WEB SITE www.rcfltd.com / <https://gem.gov.in> IN FUTURE.

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INSTRUCTIONS FOR BIDDERS

This is a Notice Inviting Tender (NIT) as per the terms & conditions stated hereinafter:

1.01 AWARD OF CONTRACT:

- a) Contract shall be awarded on a group-wise basis on Overall Lowest Tender Basis to the vendor who will be techno-commercially qualified as per Credentials & Eligibility Criteria of each group.
- b) A separate firm will be appointed for each group.
- c) The evaluation process for each group will be as follows:
 - The price bid for Group A will be opened first, and the Work Order will be placed on the Overall Lowest Bidder of Group A. If required, negotiations will be conducted with the L1 Bidder to finalize the tender for Group A.
 - When opening the price bid for the Group B, the offer of the L1 bidder of the Group A will not be considered for further evaluation and their price bid will not be opened (rejected).
 - The Work Order for Group B will be placed on the Overall Lowest Bidder of the group. If required, negotiations will be conducted with the L1 Bidder to finalize the tender for Group B.
- d) It is reiterated that a separate contractor will be appointed for each group. Therefore, a bidder will be awarded a contract for only one group

1.02 Bidding Requirements:

- a) Bidders shall quote separately for each group as per the mode of quotation
- b) Bid Evaluation for each group shall be carried out on Lumpsum Basis only.
- c) Bidder shall quote Grand total Lumpsum price including all applicable taxes & duties for complete items/jobs for three years (For the respective Group)
- d) Bidders are Requested to Upload the Format for Price Breakup in of the Lumpsum Offering as per attached format in GeM portal.
- e) Bidder shall ensure that the quoted price is inclusive of GST and all other charges. Bidder shall be solely responsible for the price/s quoted by them and no communication in this regard shall be entertained after bid opening.

The bidder shall thoroughly go through the scope of work, visit the site if required to properly understand the various jobs involved before submitting the quotation.

MSEs: Preference for MSEs:

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference clause shall be applicable to MSEs bidders, except Traders, as In line with GeM.

All MSE bidders shall select purchase preference on GeM portal (if applicable) for availing facility of Purchase preference and register/declare their UDYAM Number on GeM Portal copy of this registration/declaration shall be attached with the offer, failing to which such bidders will not be able to enjoy benefits as per PP policy for MSME order,2012.

1.05 BIDDER SHALL SUBMIT DULY SIGNED AND STAMP COPY OF FOLLOWING DOCUMENTS ALONG WITH YOUR OFFER.

1	Signed copy of SOW (Annexure-I).
2	Signed copy of "Commercial Terms & Conditions" (Annexure-III).
3	Scanned copy of "Credentials & Eligibility Criteria" with complete information as required by RCF (Annexure-IV).
4	Copy of PAN NO., GSTN No, ESIC & PF Certificates as per Credentials & Eligibility Criteria
5	Scanned copy of documents as per Credentials & Eligibility Criteria
6	Signed copy of ANNEXURE-VII – A and ANNEXURE-VII – B
7	Signed copy of Land Border Declaration as per Annexure-V
8	Signed copy of Make IN India Local Content Declaration as per Annexure-XII.
9	Signed copy of Integrity Pact as per ANNEXURE-XIII.

CHARACTER AND ANTECEDENTS VERIFICATION (BEFORE ENGAGEMENT) OF CONTRACT WORKERS

It is mandatory that character & antecedent's verification must be made of each & every contract labours prior to giving permission to enter inside RCF factory premises. Vendor must submit PVC of manpower to be deputed for site job. Entry permission on the basis of valid Passport is not allowed. Even passport holders have to apply for PVC. Without PVC, no entry permission shall be granted. A 15-day temporary permission can be granted on the basis of submission of a copy of on-line application form of PVC & its payment acknowledgement slip along with a copy of PAN / Aadhar card of that particular labour. Under special circumstances, a second 15-day temporary permission can be granted but this is at the sole discretion of RCF, as it is presumed that PVC is issued within 15 days from the date of on-line application. No further temporary permission shall be given after the 2nd time.

Grievances during Tendering Process:

Any supplier, contractor, or consultant who claims to have suffered or is likely to suffer loss or injury due to a decision, action, or omission by RCF, may submit a review application to the following e-Mail ID: GC-TROM-CC@rcfltd.com. (The review application against subject tender can only be submitted by bidder who have applied against tender.)

In case of any doubts / details, Bidder can visit, see, discuss and understand the job at site before submitting quotation.
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SCOPE OF WORK for Inventory at Thal Unit (GROUP A)

Your scope of work shall consist of physical verification of all Codified Materials and non codified items of capital nature at Thal Unit.

All the details of the Codified materials including location, book stock and value thereof are available in SAP-MM module of the company.

You will be provided with User-ID and necessary authorization to view, copy, print the list the same for carrying out the verification.

You shall enter in SAP MM-Module the date of physical verification and the quantity physically verified against each item for inventory covered in item No.2A) as under.

List of non codified items of capital nature under installation as per books shall be provided by RCF (Unit -Central Accounts section).

- 1) Physical verification of stores, spares etc. is to be carried out on continuous basis except for those items where specific date or period of verification has been mentioned (Para 8).
- 2) You will physically verify all the items of stores lying at stores as under:-
 - A) Stores having Per Unit Value Rs. 25,000/- and above, verification to be carried out of each item and report to be submitted by 15th of October & by 7th of April every year.
 - B) Stores having Per Unit value between Rs. 5000/- and Rs. 25,000/- to be verified once in three years with at least 50% of such items verified in the first year and the balance items in the subsequent year. Report to be submitted by 15th of October & by 7th of April every year.
 - C) Stores having Per Unit value between Rs.500/- to Rs.5000/- to be verified on a test check basis and should cover about 5%-10% of its quantum every year. Verification report to be submitted by 20th of October & by 7th of April every year.
 - C.1) The verification of items covered in A TO C above should cover approximately 75%-80% value of total inventory of stores and spares.
 - D) Verification of Stores below Rs.500/- per unit can be randomly verified by you.
 - E) Physical verification and reconciliation of Material Lying with Plant (MLP), Direct Consumed Items under care and custody, and Non-Consumed Codified Items.
 - F) Physical verification and reconciliation of Material Under Inspection, Direct Consumed Items, and Non-Consumed Codified Items with HWP.
- 3) The physical verification and reconciliation will have to be done with reference to SAP records. You will be responsible to reconcile the discrepancy, if any, between the physical balance and book balance (SAP records). The discrepancies noticed during physical verification should be listed out and submitted to the Materials Dept. regularly on a weekly basis. The materials Dept. will furnish their comments on discrepancies within a period of 10 days of the receipt of discrepancy report. Adjustment/transfer vouchers prepared by the Materials Dept. for reconciliation of the discrepancy pointed out by you should be checked and verified and the same should be attested by you.
- 4) It will be your responsibility to study the comments of the Materials Department with the explanations given for the discrepancies pointed out by you. If in your opinion, the explanations

offered are not satisfactory, then you should discuss such cases personally with the Materials Manager and then submit separate report of the unsettled discrepant items together with your comments, if any, thereon.

- 5) The completion of work would include preparation of consolidated final Reports duly reconciled.
- 6) It will be appreciated if the report referred to in para (5) is submitted on monthly basis, as and when verification and reconciliation of the stock of particular batch of material in any godown has been completed. In other words, the submission of such reports should not be held up till the verification of all the items has been completed. You will also submit a report as a separate annexure in duplicate on monthly basis with reference to material lying with various godowns/locations pertaining to packages not yet opened at the time of verification giving details of locations, etc.
- 7) The services of our stores department will be available at your disposal during the tenure of physical verification. You will commence the physical verification immediately and complete the verification and reconciliation thereof in all respects including submission of final report not later than 7th April of every year. Necessary information pertaining to Stock of Stores and Spares would be made available in SAP system.
- 8) Your observations during physical verification, major discrepancies noticed reasons for the same and how they were resolved/settled & lacuna in Internal Controls if any should also be annexed along with the Final report.
- 9) Suggestions for improvements, if any should also be covered in your Final Report.
- 10) You will carry out Physical Verification of the following materials, analyze status of the same vis-à-vis SAP records and submit separate reports for the same as under: -

Sr. no.	Material	Periodicity of Verification	Verification Period *	Report Submission Dates
1	Packing Materials	Half yearly	Last week of Sep. and March	7 th of subsequent month Final Report by 7 th April
2	Codified Stores and Spares-in Custody of plants	Half yearly	Last week of Sep.& Last week of March	7 th of subsequent month Final Report by 7 th April
3	Codified Stores and spares (Materials) under inspection	Half yearly	Last week of Sep. & Last week of March	7 th of subsequent month Final Report by 7 th April
4	Manufactured Goods and Raw materials other than solid bulk materials -Codified Items	Half yearly	Last week of Sep. and March	4 th of subsequent month Final Report by 4 th April
5	Items of Capital nature/under installation (non codified items) lying in care and custody of stores and plants	Half yearly	Last week of Sep. & Last week of March	4 th of subsequent month Final Report by 4 th April

* For exact dates etc. you are requested to liaise with Thal Unit Finance Officers.

You are accordingly requested to make necessary arrangements to carry out the same.

- 11) You shall arrange to submit the reports for the items covered in Item no.10 to Head of Finance head of Thal Unit.
- 12) We shall further communicate to you any special point which our Materials/Stores Department may have in connection with this physical verification.
- 13) The staff engaged by you will be at your cost and risk. RCF does not bear any risk and responsibility.
- 14) There are currently more than 42,000 Material Codes in SAP and Seven Separate Godowns at Thal and this total physical verification has to be covered on systematic basis.

Physical Verification of Assets at Thal Unit (Group A)

SCOPE:-

The verification will cover the assets as on 31st March as per the SAP system data and also include the additions and transfers of assets during the year as informed by RCF.

- 1) The verification will cover assets belonging to RCF and located at Thal Unit (including township, trainees' hostel, hospital & CISF)
- 2) The verification of moveable assets would also include the verification of such of those items which have been capitalized during the year / put to use up to 31st March, and also numbering of the same. Regarding moveable assets procured during the year i.e. April to March, you will have to obtain the details from our accounting records, prepare a statement and verify the same. You will fill in the information in the Asset Record Card as per the format given to you and you will also arrange to allot numbers to the said assets. The numbers so allotted are to be painted on the individual units (movable assets). The detailed item wise statement of numbered and painted assets shall be submitted by you to each Unit.
- 3) It will be your responsibility to prepare a reconciliation statement of the book balances versus the physical balances as per your physical verification. Discrepancies between the book balances and physical balances should be analyzed location wise. Wherever there are discrepancies you shall intimate the Section officers and Departmental heads and obtain their remarks before finalizing the Report. You will also be responsible for performing such other work, which would be necessary and incidental to the physical verification of all assets and reconciliation thereof.
- 4) It will be your responsibility to physically verify additions to plant and machinery / buildings capitalized during the year and give a report on the same and fill in the information in the Asset Record Card as per the format given to you.
- 5) Additions and Transfer of assets to other Units during the period from April to March will also be physically verified and submit the final report of physical verification of Assets as on by 7th April of each year.
- 6) The completion of work would include preparation of consolidated final Reports duly reconciled. You are also requested to annex with major discrepancies observed, if any, and how the same were resolved in your Final report.
- 7) Suggestions for improvement may also be covered in your Final Report.
- 8) The staff engaged by you for above work will be at your cost and risk. RCF will not bear any responsibility whatsoever may be.

9) The report is to be submitted to Head of Department of Thal Unit Finance. In case of any difficulty or discrepancy, you will have to approach Head of Department of Thal Unit Finance & sort-out the same before preparation final report.

10) For the purpose of Job completion and Certification the estimated fee is as follows:

Sr. No.	Nature of Work	Estimate Per Year	Estimated Rate (for three years)
1	a. Physical Verification and Reconciliation of Inventory at Thal b. Physical Verification and Reconciliation of Assets at Thal factory and Kurul and Kihim Township	3,77,500/-	11,32,500/-
2.	a. Physical Verification and Reconciliation of Inventory of HWP Thal b. Physical Verification and Reconciliation of Assets of HWP Plant c. DC/ Codified items with HWP	2,18,750/-	6,56,250/-
3.	Certification of HWP Claims plus Annual Claim	81,250/-	2,43,750/-
	Group A Estimate		20,32,500/-
	Taxes @ 18 % on above		3,65,850/-
	Total Estimate		23,98,350/-

Notes:

1. The Bidder has to quote the total value considering three years of Engagement services including GST. RCF's Internal estimated value is ₹ 23,98,350/- including taxes.
2. The Engagement will be awarded to Lowest quoted Bidder and the certification fees will be fixed on pro-rata basis.
3. Illustration:
If the Bidder quotes a total fee of ₹ 20,00,000/-, which is 16.61 % lower than the estimated value, the fees payable for each certification service shall be reduced on a pro-rata basis by the same percentage.
Conversely, if the Bidder quotes a total fee of ₹ 25,00,000/-, which is 4.23 % higher than the estimated value, the fees payable for each certification service shall be increased on a pro-rata basis by the same percentage.
4. The above list is indicative and not exhaustive. The above numbers are also indicative and total quantum of job is not guaranteed. Payment will be based on the actual number of Report / Certificates issued by the Chartered Accountant firm.
5. The price quoted in the GeM Bid will be considered as the final price. In case of same L1 price quoted by two Bidder, GeM methodology for selection will be applicable.

ELIGIBILITY / PRE-QUALIFICATION CRITERIA

The bidder shall satisfy all the following conditions:

- i. The firm shall be a Chartered Accountant Firm registered with The Institute of Chartered Accountants of India (ICAI) and shall possess a valid Firm Registration Number (FRN). The firm shall be registered on or before 30th June 2016. The documentary evidence issued by ICAI to be furnished.
- ii. The firm shall have a minimum of Five (05) full-time practicing partners as on the last date of bid submission. The documentary evidence issued by ICAI to be furnished along with Deed of Partnership.
- iii. The firm shall have a minimum of Ten (10) regular employees other than Article staff on it's rolls comprising either Chartered Accountants or Cost Accountants, semi-qualified staff and audit assistants. Self-Declaration on the Firm Letter Head with qualification of staff to be furnished.
- iv. The Bidder shall have one of it's office located in Mumbai Metropolitan Area (MMR) Region. The documentary evidence as issued / registered by/ with ICAI to be furnished.
- v. PAN and GST Registration of the Firm
- vi. The Bidder should have experience working in SAP environment in conducting physical verification of Assets or inventory in a Manufacturing Entity having turnover more than Rs. 3600 crores viz. Government Departments, Large Corporate, CPSEs, State PSUs, or Co-operative Society in previous last 7 years. The Bidder to submit the following documents to fulfill the above criteria

1. Declaration from the Client that they are working in SAP environment and
2. Copy of Annual Report to substantiate turnover value and
3. Work order and its Completion Certificate issued by the Client.

All the above three documents must be for the year of work undertaken and not for different years.

- vii. The bidder shall deploy a minimum team of Two (02) or more members for physical verification activities at any point of time. At least one deployed member shall be a Chartered Accountant or Cost Accountant / Semi-qualified professional. Self-Declaration on Firm letter head to be furnished.
- viii. MSME Benefits as per MSME Policy is applicable to this Tender.
- ix. The existing Statutory Auditors and Internal Auditors of the Company will not be allowed to participate in this tender. If they participate, their bids will not be considered for evaluation.

SPECIAL TENDER CONDITIONS

- x. Bidders are permitted to participate in both Group A and Group B tenders.
- xi. However, to ensure wider participation and avoid concentration of assignments with a single firm, a bidder who is determined as L-1 and awarded Group A (Thal) shall not be considered for award of Group B (Trombay).
- xii. Accordingly, for such bidder, the Price Bid of Group B shall not be opened / evaluated after award of Group A.
- xiii. Group B shall be awarded to the next eligible bidder based on evaluation of Group B bids.
- xiv. The validity of the rates will be for three years from the date of issue of Engagement Letter.

DEPLOYMENT AND EXPENSES

- a) The successful bidder shall deploy adequate manpower at its own cost.
- b) Boarding, lodging, conveyance, local travel, printing, stationery, marking / numbering of assets and all incidental expenses shall be deemed to be included in the quoted rates.
- c) No separate reimbursement towards travelling, lodging, daily allowance or any other out-of-pocket expenses shall be admissible.
- d) The Bidder should familiarize themselves with the nature of the job and the scope of the work by going through previous Audit Report /visit to locations etc. .and additional clarifications / information will be provided in Pre Bid Meeting.

Additional Notes:

1. **Validity of Contract:** The contract shall be valid for THREE years from the signing of the Engagement Letter.
2. **Mobilization Period:**
Within 15 days from the date of issue of Work order/ intimation from RCF. In case of disagree for mobilization period within 15 days from the date of issue of work order, the bid/offer shall be rejected. NO MOBILISATION CHARGES WILL BE PAID EXTRA.
3. **Mutually Agreed Damage:**
MAD @ 0.5% of contract value per week or part thereof subject to maximum of 5% of the contract value will be applicable, if the contractor fails to complete the work within the stipulated period. No excuse shall be entertained for delays due to any reasons/limitations not attributed to RCF. Detailed clause to be read with GeM terms and conditions.
4. **Payment terms:**
100% payment shall be released on successful completion of the job as per GeM terms and Conditions.
Payment terms for MSME Bidder:

i) In respect of suppliers registered as Micro or Small Enterprises under the MSMED Act, 2006 and holding a valid Udyam Registration Certificate, payment shall be released on any one of the Treds Platform registered with RBI as decided by RCF.

(ii) In case the Bidder has opted for discounting of the Invoice through any one of the RBI registered platforms then the payment will be released on such platform as decided by the Bidder.

5. Mode of Quotation:

Bidder shall quote- Grand total price including all applicable taxes & duties for complete items on GEM portal.

Sr. No.	Description	Total value (Including all applicable taxes & duties) For three years
1.	Group A - Physical Verification of Thal Inventory and Assets and HWP Claim Certificates	Lumpsum price including all applicable taxes & duties

Bid Evaluation shall be carried out on Lumpsum Basis only.

NOTE:

Quantities given are approximate and are not assured.

1. Above quantity are for calculation purpose only, quantities can vary as per actual requirement from Dept. within total contract value i.e. value based contract. Bidder must not exceed the overall financial limit specified in the Work Order.
2. Payment shall be made on the actual quantum carried out by Bidder and certified by RCF Personnel.
3. Taxes & duties as applicable should be mentioned separately.
4. Kindly read all the pages of NIT & special conditions before quoting for this work. The Bidder shall visit the site before quoting to access the quantum and nature of the job.
5. Work order shall be placed on **overall lowest tender basis on single Bidder only.**
6. Contract shall be awarded on overall LOWEST TENDER BASIS to the Vendor who will be Techno-commercially qualified as per Credentials & Eligibility Criteria.

HSE REQUIREMENT

SAFETY INSTRUCTIONS TO FOLLOW HSE (HEALTH, SAFETY AND ENVIRONMENT) SYSTEM & REGULATIONS

HSE REQUIREMENT**A. Safety instructions to follow HSE (Health, Safety and Environment) system & regulations.**

All the Bidders / Consultants and their supervisors, shall follow and comply the following Safety instructions for safe execution of the allotted jobs. This will be applicable to all service contracts, work orders and purchase orders which require installation work at site. All the Bidders/sub-Bidders/ suppliers/ Transporters/ Consultants and their supervisors shall be termed as "Bidder".

B. General Requirements and Responsibilities: All concerned mentioned above at all times must comply with the following requirements;

- a. Maintain full responsibility for all environmental, safety, security and health compliance matters.
- b. Shall take prompt action on safety compliance as per RCF's Safety Procedures, Rules and Regulations.
- c. Responsible for correcting environmental, safety, security and health violations and/or unsafe conditions / act present in his/her operation.
- d. Ensure that all work activities and/or services are always carried out safely to prevent injuries / harm to any person and damage to properties and environment.
- e. Safety record at the RCF will be a criterion used to judge performance and determine whether or not persons/ groups mentioned as above qualifies for future contracts at RCF.
- f. 'Stop Work Authority' to be used to assist RCF in ensuring the safety and protection of personnel, plant and equipment at all times
- g. Keep a constant check on the approved method of working to prevent environment, safety, security and health violations.
- h. Promote accountability for environment, safety, security and health practices and regulations in accordance with the RCF's procedures.
- i. Initiate immediate corrective actions towards unsafe acts or unsafe conditions so as to prevent or mitigate future recurrence.

I. General Instructions:

All the concerned mentioned above as "A" shall mandatory comply ESIC, PF, WCA & Group Insurance for all the workers / supervisors / Drivers/ Cleaners employed by them.

- a. Group insurance policy of contract workers/ transport workers i.e. 'Workmen compensation policy' / 'Group accident insurance policy' and ESIC (Employee state insurance scheme) is compulsory for entire period of work covering all type of risks involved.
- b. Every contract worker (Regular or temporary) should have ESIC and PF number while working inside the RCF factory premises.
- c. Bidder shall arrange necessary Gate Entry Passes in advance as per CISF requirements.
- d. Bidder workmen will follow the rules and regulations prevailing at RCF from time to time.

II. PRE-EMPLOYMENT MEDICAL EXAMINATION (BEFORE ENGAGEMENT) OF CONTRACT WORKERS

- a. The Bidders shall get the Pre-Employment Medical Examination of their workforce done from nominated or approved Doctors/Agency as per Pt. No. O- For Trombay Unit or as per point no. P for Thal Unit and obtain fitness certificate. The Bidder carrying out Medical examination through nominated/approved list of Doctors/Agency shall submit fitness certificate in Form 6 before deploying their labours.
- b. Any individual who has not cleared the pre-employment medical examination and declared unfit medically will not be allowed to work in RCF premises.
- c. The fitness certificate obtained is valid for SIX MONTHS from the date of issue and Bidder must maintain the records for his/her workforce. Bidder must ensure that their workforce undergo medical checkup again when the validity is expired.
- d. If any individual contract labour had any critical illness or involved in major safety incidence, the event must be brought to notice of Job execution department immediately and the individual must undergo medical checkup again irrespective of validity of previous certificate.

III. Health of Bidder employees:

- a. Bidders shall submit valid fitness certificate of their workforce to RCF supervisors prior to commencement of work.
- b. Bidders must ensure that every individual in their workforce is in good health every day before entering the factory premises. It must be ensured that any worker who is not feeling well must not enter factory premises.
- c. Bidders must ensure that no individual of his workforce enters the factory premises under the influence of alcohol and/or drugs.

IV. Safety Training:

- a. Safety Induction training on work place safety shall be mandatory to each new Bidder employee at Safety department. Gate passes of such employees shall be stamped as Safety trained employees. Bidder to ensure that workers have received this mandatory training. This training will be valid for six months.
- b. PEP (Preparation Tool Box talk) talk must be given every day by Bidder Supervisor maintain its record at job site. It needs to be submitted to job execution department on a weekly basis.
- c. Bidder shall maintain record of safety training of all those manpower/labour who are deputed to carry out job at RCF site. Bidder must ensure that the individual of his workforce have undergone Safety Induction training again when the validity is expired.
- d. If any individual of Bidder workforce had any critical illness or involved in major safety incidence the event must be brought to notice of Job execution department immediately and the individual must undergo Safety Induction training again irrespective of validity of previous training.
- e. Bidder shall ensure that his workforce understood the use of fire extinguishers, safety showers, PPE & emergency communication system available in the plants imparted during Safety Induction Training given by RCF & should get their doubts, if any, clarified during the training itself.

V. General Safety Instructions:

- a. Bidder shall not carry out any work without valid Safety Work Permit (SWP) issued—for the allotted job. All the conditions of the SWP shall be understood & complied by him and his workforce carrying out the job.
- b. Work Permit shall be always available with Bidder's supervisor at worksite or displayed at work site.
- c. Bidder shall arrange sufficient numbers of experienced supervisors for the job and ensure continuous supervision. No job shall be carried out without supervision.
- d. Bidder must ensure that each individual job must have individual Bidder supervisor.
- e. Bidder must ensure that only Tested & certified equipment, tools & tackles shall be used & list with all relevant documents like test certificates, checklists etc., shall be submitted to RCF officials. All equipment shall be having visible identification number / marks with valid test/ inspection certificate.
- f. Bidder must ensure strict compliance to the SWP conditions for all jobs including but not limited to hot jobs, height jobs, excavation, confined space entry routine maintenance, civil works, testing, calibration etc, undertaken in all Plants & Services within factory premises. The instructions provided & additionally written on it shall also be strictly followed at site by Bidder employees.
- g. Bidder shall seek temporary electrical connections through RCF Electrical department only after filling necessary requisition form. The cable used for temporary connection should be of proper current rating without any joints & industrial plug tops shall always be used. For electrically operated hand tools RCBO is mandatory.
- h. Safety Work Procedure for the job is to be submitted to RCF Job execution department before commencement of the work.
- i. Job hazard analysis (JHA) is mandatory for all critical jobs and shall be made before start of the job. The provisions of JHA are to be strictly adhered to.
- j. Based on the nature, type and level of job intensity, it shall be at the sole discretion of RCF officer to decide whether JHA for that particular job is required or not and this may vary from job to job & from unit to unit.
- k. Bidders whose Safety Performance is not satisfactory shall be viewed seriously and necessary action (viz. Warning, monetary penalty, suspension/stoppage of work, cancellation of Registration/Contracts) shall be taken by RCF. The Safety advisory warnings, violation notice, verbal warnings of safety violations etc. shall be used to evaluate safety performance of the Bidder/ Transporter/ Dealer/ Consultant/ Supplier etc.
- l. Bidder must maintain housekeeping at work place. Scrap generated on the job will be sent to scrap yard / stores / plant as per the instructions of RCF officials timely.
- m. Bidder shall provide appropriate PPE (Personnel Protective Equipment) such as hand gloves, safety shoes, safety helmet, safety goggles, double lanyard full body harness, dust masks, ear plugs, face shields & other relevant PPE w.r.t Job to all workers. These PPE should be as per BIS mentioned below:

SN BIS codes Information

1. IS: 2925 - 1984 Industrial Safety Helmets
2. IS: 47701 - 1968 Rubber Gloves for Electrical Purpose
3. IS: 6994 - 1973 [Part-I] Industrial Safety Gloves [Leather & Cotton Gloves]
4. IS: 1989 - 1986 [Part-II] Leather Safety Boots & Shoes
5. IS: 5557 - 1969 Industrial & Safety Rubber Knee Boots
6. IS: 6519 - 1971 Code of Practice for Selections, Care & Repair of Safety Footwear
7. IS: 11226 - 1985 Leather Safety Footwear Having Direct Molding Sole
8. IS: 5983 - 1978 Eye Protectors
9. IS: 9167 - 1979 Ear Protectors
10. IS: 3521 - 1983 Industrial Safety Belts & Harnesses
11. Any other PPE provided must confirm to its' IS / EN / CE/ US standard.
12. EN:362 - Retractable fall arrestor

VI. RCF Safety Procedures, Rules and Regulations (as mentioned in Point no. I)

A. Safety precautions for handling & use of compressed gas cylinders:

1. Identification of contents of industrial gas cylinders shall be as per IS 4379:1981. Valve fittings for compressed gas cylinders excluding LPG cylinders shall be as per IS 3224:2002. Valve Fittings for Liquefied Petroleum Gas (LPG) Cylinders of more than 5 litre water capacity shall be as per IS 8737:1995.
2. Oxy-acetylene sets/ Oxygen/ LPG cylinder sets to be used for pre-heating & cutting jobs shall be provided with regulators having IS 11006 :2011 specified flash back arrestors, double diaphragm pressure gauges as per IS 6901:2009 & hose connections as per IS 6016:2009 . Gas cylinders shall be handled in hand trolleys as per IS 8016:1996.
3. Gas cylinders shall be kept upright and secured firmly with chain.
4. When stored, the cylinders must be provided with valve guards and cap.
5. While transporting cylinders (filled and empty), they must always be in vertical upright position only.
6. It must be ensured that while handling, storing or using any gas cylinders, all the provisions of “Gas Cylinders Rules, 2016” and amendments thereof have to be complied.
7. Color coding and labeling of gas cylinders as per IS:4379:2021

B. Safety precautions during cutting/welding job:

1. Welding machine manual shall be available at site and rated capacity of machine shall be clearly visible. Earthing shall be returned back from job to welding machine.
2. In addition to regular PPE required for the job like Safety helmet, Safety shoes etc., personnel working shall wear welding shield with safety helmet attached & cut resistance hand gloves.
3. Bidder employee shall ensure that water hose or water filled bucket kept near work place.
4. Sparks shall be confined by Non-asbestos Fire/ Welding blanket. The area shall be cordoned off. No combustible material to be kept in the nearby area.
5. Bidder to ensure his work force has clearly understood about hazards involved and safe working procedure to mitigate and prevent hazards by means of regular pep talks. Register to be maintained for the pep talk given.
6. The work area shall be cordoned off with access only to work force.
7. When Gas Cutting is involved, all the provisions in section VII A have to be strictly complied.
8. Welding machine/ Power tools shall be checked by Bidder supervisor and its healthiness tag shall be displayed on machine, also checklist shall be available with permit file.
9. Cutting set shall be checked by Bidder supervisor and its healthiness shall be displayed on machine, also checklist shall be available with permit file.

C. Safety precautions during Radiography:

1. Bidder shall ensure that radiography is conducted by competent radiographer. Radiographer shall carry radiographer’s license along with personal dosimeters (Chest & waist), Survey meters, lead apron, radiation trefoil symbols and adequate PPE.
2. The work area shall be cordoned off with access only to authorized work force.
3. Radiography work/Road diversion shall be informed to nearby control room.

D. Safety precautions during shot blasting:

1. The Bidder should ensure all shot blasting activity to be done as per **IS 4077** Part 1 (1971) and **IS 9954** (1981).
2. The Bidder should ensure use proper compressor machine, air hose as per IS 5894 and provide valid fitness certificate for compressor and all allied accessories before starting the job.
3. The Bidder should finalize the location for shot/slag blasting in consultation with RCF.
4. The Bidder should ensure the activity of shot/slag blasting is carried out in an enclosed temporary sturdy structure/ hut/container only. The arrangement of such temporary sturdy hut/structure/ container is in the scope of Bidder.
5. The Bidder should ensure area of shot/slag blasting is properly cordoned off before start of work with hard barricading.
6. The Bidder should ensure during shot/slag blasting job, Bidder employee shall wear full body protection suit/ leather jacket, air lined mask / respirator masks/ helmet dust mask, cut resistant hand gloves, ear plugs, safety shoes, safety helmet with chin strap, Safety goggles / Face shield. All required PPE are in Bidder’s scope.
7. The Bidder should ensure to use double clamping for fixing air hose.
8. The Bidder should ensure continuous supervision while execution of work.
9. Shot blasting gun shall have spring loaded Start stop button.
10. Ensure proper earthing to the short blasting Gun & Machine.

E. Safety precautions during hydro jet cleaning:

1. During hydrojet cleaning, person shall wear cut resistant suit, hand gloves, face shield, safety shoes, safety helmet with chin strap, safety goggles.
2. Hydrojet machine pressure relief valves should be calibrated with valid certificate available.
3. Hydrojet machine must have a calibrated pressure gauge.
4. The components/ Power cables of Electric panel shall be of appropriate rating w.r.t. Hydrojet Motor rating.
5. Panel shall have Emergency push button stop.
6. Bidder shall depute Electrician with Hydrojet Machine.
7. Hydrojet machine hose connection shall have sling protection (to avoid Whipping hose)

F. Safety precautions while Online leak sealing jobs:

1. May require JHA & safe work permit.
2. Bidder to ensure that all individuals of the workforce doing the job must use all relevant PPE like Safety helmet, Safety shoes, Heat resistant suits & hand gloves (for hot lines), chemical resistant suit & hand gloves (for process fluids), full body harness with doubly lanyard (for height jobs) etc.
3. Bidder to ensure that positive air line with full vision face mask is provided at the site where online sealing job for hazardous chemicals is being carried out.

G. Safety precautions while Onsite Safety valve testing:

1. At least one person, preferable supervisor, deputed at site shall be competent for doing Onsite PSV testing job & shall possess documents in support of experience in onsite PSV testing of at least two sites.
2. Bidder to ensure that all individuals of the workforce doing the job must use all relevant PPE like Safety helmet, Safety shoes, hand gloves, full body harness with doubly lanyard (for height jobs) etc.
3. All the equipment / instrument, tubing, hoses, pipes, fittings and mountings being used for testing must be rated / tested for 1.5 times the PSV test pressure and all relevant documents are to be submitted to RCF Job Execution department.
4. The work area shall be cordoned off with access only to authorized work force.

H. Safety precautions while using electrical appliances:

1. Bidder shall ensure all electrical appliances have industrial type end connections (three pin) available in all plants. All electrical hand tools shall have ELCBs/ RCCBs. All electrical cables shall be of suitable current rating, have sound & intact insulation & shall be free from joints.
2. Bidder shall ensure only flame-proof electrical fittings and flameproof plug points Distribution Board (DB) are used in hazardous areas and flammable/explosive gas handling plants as per instructions by Engineer-In-Charge designated by RCF for the job.
3. Clearance for power supply should be taken from electrical engineer from concerned plant by filling Temporary Electrical Connection (TEC) form. After completion of Job, Extension board, light fittings should be returned immediately.
4. The Bidders shall not enter in RCF MCC/ Substation and tamper or operate the RCF Feeder without approval of RCF Engineer.
5. For temporary connections, Electrical cables must be laid over head and without joints.

I. Safety precautions for working at height (2 M and above from ground/permanent platform):

1. Bidder must ensure that only individuals in his work force who have obtained Height pass issued by RCF Ltd are assigned work at height.
2. For height jobs, Bidder employees shall wear safety helmet, safety shoes, safety goggles, cotton/cut resistance hand gloves & double lanyard full body harnesses with both the lifelines anchored at different supports. Scaffold shall be as per IS 4014:1967 (Part 1) & IS 4014:2013 (Part 2). Life line shall be provided as Standby arrangement.
3. Bidder shall strictly use cup shape Base plate (50mm X 200mm & 50mm X 250mm for light (i.e.150kg /m2)/ heavy duty (300kg/m2) scaffolds.
4. Work to be done under strict supervision.
5. Any specific requirements related to specialized height jobs shall be complied as per NIT scope of work.
6. Above 10meter height retractable fall arrestor must supplied by Bidder. EN:362 - Retractable fall arrestor

J. Safety precautions for Confined space job:

1. Bidder shall ensure that confined space entry permit is displayed at all the entry/exit points along with Class I permit (if required) before entering the vessel.
2. Bidder shall ensure that his employees know the job hazards which they may face before entry & during job execution by means of Pep talks on regular basis. The records of the pep talks are to be maintained and submitted to job execution department after job completion.
3. The Bidder must maintain vessel entry / exit records of all entrants.
4. Bidder shall ensure that a rescue person always remains near the vessel entry point along with relevant rescue equipment, to keep watch, till all the entrants have come out.
5. Bidder shall ensure that cross ventilation, air hose and 24-volt hand lamp without cable joint and torch are made available before entering vessel.
6. Bidder shall ensure that another source of 24 Volt lamp illumination shall be through inverter.
7. Bidder shall get himself aware of alternate light/ power source arrangement in case of power failure.
8. Bidder shall also ensure that authorized entrants are using all relevant PPE during entry and job execution. Employees working inside vessel / confined space shall use reflective jacket.
9. Bidder shall ensure that rescue equipment and other emergency services procedures are available at site.
10. For Vessel entry with height/ depth more than 02M, Bidder must ensure that all entrants are provided with whistle / signaling equipment in case of uneasiness.

K. Safety precautions for working at fragile roof:

1. Bidder shall ensure no worker shall work at height without height pass issued by RCF.
2. It is mandatory for work on fragile roof and Height job (for 2M above from firm platform)
3. Bidder should provide and use roof ladders/crawling boards as per IS 3696-Part 2 and any other job relevant IS code.
4. Bidder should provide two lifelines anchored to firm support.
5. Bidder should provide and ensure personnel working on roof should use necessary PPE such as double lanyard full body harnesses (safety belt) with both the lifelines anchored at different supports on life line, safety helmet, safety shoes, and safety goggles, cut resistance/cotton hand gloves.
6. Bidder supervisor should ensure only specified number of employees should work on roof at a time.
7. Bidder should provide Safety Net below while working on fragile roof area or in open area.
8. All required PPE and Safety net are in Bidder's scope.
9. The Bidder should ensure continuous supervision while execution of work.

L. Safety Provision while Excavation and Dewatering activity:

1. Bidders have to use tools with insulated handles
2. Bidders must ensure their work force use gum boots and hand gloves
3. Bidders have to ensure that for Deep Excavation (> 2m), shoring/ stepping is done & two escape routes are provided.
4. Bidders have to ensure that clearance from all concerned departments (on SWP) is taken to avoid interference from any underground cables/ pipelines
5. It has to be ensured that incase of dewatering activity, no person must be working in pit while submersible pump is energized. Also the submersible pump has to be isolated and disconnected at source before any person enters the work pit.
6. Bidder must ensure that all electrical connections must be provided with RCCB. Its trip working should be checked on daily basis.
7. It has to be ensured that there are no joints in cables provided in all electrical connections.

Penalty for violation of safety rules at work place:**Violations:**

All unsafe acts, offences, breach of procedures or standards as classified herein.

Disciplinary Actions:

Penalty, termination of Contract(s) for Bidders, sub Bidders, consultants, their supervisors and individual contract manpower/labour shall be applicable as follows:

For the first violation:

If any violation to the HSE requirements is observed from Individual Contract manpower/labour, Penalty as per the following table along with Warning letter shall be issued.

For Second Violation (Penalty imposed shall be 1.5 times of existing penalty) is appended as below.

In case if the same labor /manpower is caught as a defaulter for the 2nd time he/she shall be debarred from entering the factory premises for a period of minimum 7 days from the date of issue of intimation by Contract Cell and his gate pass shall be confiscated.

For Third Violation (Penalty imposed shall be three times of existing penalty) is appended as below.

In case if the same labor /manpower is caught as a defaulter for the 3rd time he/she shall not be allowed to enter inside the factory premises and other RCF sites for a period of minimum 3 months from the date of issue of intimation by Contract Cell and his gate pass shall be confiscated.

Note: The Bidder shall ensure that incase if he has been awarded work orders in other areas such as

- Priyadarshini building, Township, Admin building etc., for Trombay Unit
- RCF Kurul Colony, RCF Kihim Colony, CISF Barracks, Farmer's Training Center & Experimental farm etc., for Thal Unit, he shall ensure that this default labour is not deputed to any site of RCF during the holiday period & if found that the Bidder has violated the instructions, then RCF shall be bound to take the necessary suitable action as deemed fit.

SN	Safety Violation By Bidder Employee At Work Place	Proposed Penalty (in Rs.)		
		1 st time violation (in a Calendar Year)	2nd time Violation (in a Calendar Year)	3 rd time Violation (in a Calendar Year)

			Year)	Year)
1	Working without wearing safety helmet (per person)	1000	1500	3000
2	Working without wearing safety shoes (per person)	1000	1500	3000
3	Working without wearing safety goggle &/or hand gloves during handling of hazardous chemicals, acid/alkali etc. (per person)	1000	1500	3000
4	Working without wearing Safety belt (double lanyard full body harness) for height jobs above 2 meters. (per person)	2000	3000	6000
5	Working without wearing face shield during cutting, welding, grinding activity and during maintenance work on process lines and equipment. (per person)	1000	1500	3000
6	Not using PPE, tools/tackles as mentioned in Safety Work Permit (per person)	1000	1500	3000
7	Working without valid test certificate for lifting tools/tackles (per incidence/ observation)	3000	4500	9000
8	Working without appropriate electric plug-pin, ELCB/RCCB/RCBO (per incidence/ observation)	2000	3000	6000
9	Working without a valid Safety Work Permit (per incidence/ observation)	3000	4500	9000
10	Permit not available at site (per incidence/ observation)	500	750	1500
11	Gas cylinder without flash back arrestor (per incidence/ observation)	1000	1500	3000
12	Gas cutting set with damaged hose/ pressure gauge/ without valve key (per incidence/ observation)	1000	1500	3000
13	Gas cylinder without trolley (filled and empty) (per incidence/ observation)	500	750	1500
14	Unauthorized personal entering into Cordon off area (per incidence/ observation)	500	750	1500
15	Faulty wire/ cable laying on ground or using snapped cables (per incidence/ observation)	1000	1500	3000
16	Improper hand tool or power tools (per incidence/ observation)	1000	1500	3000
17	Smoking at work place area. (per person)	5000	7500	15000
18	Found in intoxicated state (per person)	5000	7500	15000
19	Violation of Road Rules (per incidence/ observation)	5000	7500	15000

	Safety violations by Transport Bidders	1 st time violation (in a Calendar Year)	2nd time Violation (in a Calendar Year)	3 rd time Violation (in a Calendar Year)
1	Faulty HAZCHEM displayed on Tanker (per incidence/ observation)	1000	1500	3000
2	One PVC / Tychem Suit set if available (per incidence/ observation)	1000	1500	3000
3	Both PVC / Tychem suit set are not available (per incidence/ observation)	1000	1500	3000
4	Fire Extinguisher without Hydro Test. (per incidence/ observation)	1000	1500	3000
5	TREM card not available (per incidence/ observation)	500	750	1500
6	Hazardous chemicals transportation Training of driver by authorized agencies. (Training card not available with driver) (per person)	500	750	1500
7	Lying/ resting below the vehicle(per incidence/ observation)	5000	7500	15000
8	Any other deviation found as per checklist for Tankers (per incidence/ observation)	500	750	1500

M. General Environment Protection:

1. The Bidder shall strive hard to conserve energy & water wherever possible.

2. The Bidder shall not discharge chemicals, oil, silt, sewage, spillage & other waste materials directly into the controlled waters like drains, streams, rivers & ponds.
3. Bidder shall ensure dust free environment at the welfare block or site office by sprinkling water.
4. Bidder shall ensure that the material used by them for carrying out the jobs that are detrimental to the environment are properly stored & utilized.
5. Bidder shall not use empty areas for dumping the wastes.
6. Bidder shall ensure that waste materials like metals, plastics, glass, paper, oil & solvents are kept at the correct designated places for disposal of the same.
7. Bidder & his manpower shall ensure that proper ambience & hygienic conditions are maintained surrounding their welfare.
8. Goods suppliers'/ Transport Bidders bringing raw material like MAP, DAP, Rock and soda Ash shall ensure that the material is brought in covered trucks/ bulkers. It will be the sole responsibility of the transporter to ensure that no leakage or spillage of raw material takes place from the raw material carrying vehicles causing pollution problem on the way to RCF and neither while entering RCF factory premises. Also, while taking finished products out of factory premise, covering of Fertilizer/ IPD bags with Tarpaulins shall be done at designated place only taking all safety precautions & use of PPEs such as full body safety harness, Helmet etc.

N. PENALTY CLAUSE FOR THERMOPLASTIC ELECTRICAL EXTENSION BOARDS FITTED WITH ELCB:

The Bidder shall be penalized in-case of non-return of extension board or return of damaged extension board issued by RCF during job execution. Monetary penalty shall be imposed as per below:

1. A penalty of Rs.7360.00 per extension board, whichever is applicable at the time of imposing penalty for non-return of thermoplastic extension board.
2. A penalty of Rs.3680.00 per extension board, whichever is applicable at the time of imposing penalty for return of damaged thermoplastic extension board

O. PRE-EMPLOYMENT MEDICAL EXAMINATION (BEFORE ENGAGEMENT) OF CONTRACT WORKERS (For Trombay Unit)

Bidders will have to submit a certificate of fitness in Form 6 in respect of workers to be engaged inside the factory and no person / contract labour shall be employed without a valid certificate of fitness. The Bidders shall get the Pre-Employment Medical Examination of his workmen done from Authorized Certifying Surgeons of Mumbai & Suburbs only as per list provided in www.mahadish.in. The vendor shall visit the website as on the date of execution of work order & get Fitness Certificate from the Authorized Certifying Surgeons possessing valid certificate only as per list.

P. PRE-EMPLOYMENT MEDICAL EXAMINATION (BEFORE ENGAGEMENT) OF CONTRACT WORKERS (For Thal Unit)

Bidders will have to submit a certificate of fitness in Form 6 in respect of workers to be engaged inside the factory and no person / contract labour shall be employed without a valid certificate of fitness. The Bidders shall get the Pre-Employment Medical Examination of his workmen done from the Authorized Certifying Surgeons of Raigad District only as per list provided in www.mahadish.in. The vendor shall visit the website as on the date of execution of work order & get Fitness Certificate from the Authorized Certifying Surgeons possessing valid certificate only as per list.

DIGITAL SIGNATURE/SIGNATURE WITH STAMP
(On all Pages)

The Maharashtra Factories Rules

FORM 6

(See rule 18)

Certificate of Fitness

1. Serial No.	Serial No.
Date	Date
2. Name I hereby certify that I have personally	
3. Father's name..... Examined (name)	
4. Sex	
5. Residence.....son/daughter of	
.....	
6. Date of birth, if available and/or residing at certified age.	
7. Physical fitness	
8. Descriptive marks	
who is desirous of being employed in factory, and that his/her age as nearly as can be ascertained	
from my examination is years, and that he/she is fit for employment in factory as an	
adult child his/her descriptive marks are:	
9. Reason for-	
(1) refusal of certificate	
.....	
.....	
or	
(2) certificate being revoked	
.....	
.....	
.....	
Left hand	Left hand
Thumb	Thumb
impression	Impression
Initials of Certifying Surgeon.	Certifying Surgeon.

Note. - Exact details of cause of physical disability should be clearly stated.

COMMERCIAL TERMS & CONDITIONS
(KINDLY FILL THIS SHEET AND SUBMIT)

BIDDER'S NAME:

NOTE: Please note that any blank field left in the preceding confirmation box will be treated as 'Agreed' only for offer evaluation.

NO.	DESCRIPTION	BIDDER CONFIRMATION (Please put v in front of your confirmation or delete which is not applicable)								
1	MODE OF QUOTATION You shall quote strictly as per mode of quotation given in enquiry.	☐ Agreed ☐ Disagreed								
2	VALIDITY OF OFFER Your Offer shall be valid and firm for at least 90 days from the date of technical bid opening.	☐ Agreed ☐ Disagreed								
3	COMPLETION TIME / PERIOD Entire job shall be completed within the stipulated time period as mentioned in the scope of work.	☐ Agreed ☐ Disagreed								
4	LIQUIDATED DAMAGE (LD) Sum equivalent to 0.5% (half) percent of the contract value of the delayed Services for each day of week or part thereof until performance, subject to a maximum deduction of the 5% of the total contract value. In case of inordinate delay this maximum deduction of LD shall be 10% of the executed value of the contract. Inordinate Delays: - Inexcusable delays of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. However, in the event of any changes to the LD clause in the GeM General Terms and Conditions (GTC), the prevailing GeM Clause shall apply.	☐ Agreed ☐ Disagreed								
5	WORK ORDER VALIDITY: The work order shall be valid for a period of 36-Months from the date of placement of Work Order.	☐ Agreed ☐ Disagreed								
6	PENALTY TO VENDOR FOR LATE SUBMISSION OF BILLS The bill must be submitted complete in all respects i.e. supporting documents within 30 days from the date of completion of job. In case of delay in submission of bills (complete in all respects) beyond 30 days, vendor shall have to pay penalty at the rate of Rs. 100 per week or part thereof subject to maximum of 5% of invoice value shall be applicable.	☐ Agreed ☐ Disagreed								
7	Taxes & Duties: Please mention in taxes/ duties.									
	<table border="1"> <thead> <tr> <th>SN</th> <th>Description as per SOW</th> <th>SAC/HSN Code</th> <th>Applicable Tax</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Physical Verification Services at Thal (Group A)</td> <td>..... (Mention applicable SAC code here)</td> <td>GST@.....%</td> </tr> </tbody> </table>	SN	Description as per SOW	SAC/HSN Code	Applicable Tax	1.	Physical Verification Services at Thal (Group A)	 (Mention applicable SAC code here)	GST@.....%	
SN	Description as per SOW	SAC/HSN Code	Applicable Tax							
1.	Physical Verification Services at Thal (Group A)	 (Mention applicable SAC code here)	GST@.....%							
8	You have read ANNEXURE-C: INTEGRITY PACT and agreed to all the point mentioned in the PACT. Note-RCF has accepted and agreed to the terms and conditions of the Integrity Pact (Annexure-XIII). The Bidder, as a token of acceptance of the terms and conditions of the Integrity Pact will sign and stamp the Integrity Pact (Annexure-XIII) and submit the same with NIT documents. Signing the Integrity Pact is a prerequisite for prequalification and Integrity Pact and NIT conditions will form part of the contract	☐ Agreed ☐ Disagreed								

9	STATUTORY VARIATION CLAUSE : Within contract period is in RCF scope and beyond contract period in vendor's scope.	☐ Agreed ☐ Disagreed
10	The job will be done as per the scope of work in total.	☐ Agreed ☐ Disagreed
11	Whether The Vendor is Registered under Micro/Small/Medium Enterprises Act 2006 (Please Furnish The Proof)	☐ Yes ☐ No
12	Whether the Proprietor of "MSME" Enterprise is from SC/ST Category (Please Attach Cast Certificate Issued By Competent Authority)	☐ Yes ☐ No
13	Whether the bidder is registered as START UP (Please select appropriate category and furnish required proofs)	☐ Yes ☐ No
14	Contract Award: a) Contract shall be awarded on a group-wise basis on Overall Lowest Tender Basis to the vendor who will be techno-commercially qualified as per Credentials & Eligibility Criteria of each group. b) A separate firm will be appointed for each group. c) The evaluation process for each group will be as follows: ➤ The price bid for Group A will be opened first, and the Work Order will be placed on the Overall Lowest Bidder of Group A. If required, negotiations will be conducted with the L1 Bidder to finalize the tender for Group A. ➤ When opening the price bid for the Group B, the offer of the L1 bidder of the Group A will not be considered for further evaluation and their price bid will not be opened (rejected). ➤ The Work Order for Group B will be placed on the Overall Lowest Bidder of the group. If required, negotiations will be conducted with the L1 Bidder to finalize the tender for Group B. d) It is reiterated that a separate contractor will be appointed for each group. Therefore, a bidder will be awarded a contract for only one group	☐ Agreed ☐ Disagreed
15	The bidder has agreed & accepted to pay all the necessary charges to gem portal & also agreed that no claim against such charges will be made by the bidder to RCF.	☐ Agreed ☐ Disagreed
16	I have read all the Bid conditions including the GeM GTC, STC and also all the clauses, attached Annexures incorporated by the Buyer in ATC and various corrigendum of the bid. I hereby confirm acceptance and compliance of all the conditions including attached Annexures, GTC, STC and ATC and Corrigendum conditions. I also confirm that all the product(s) /service offered is/are fully compliant with the specifications asked for in the bid, including the additional specification parameters incorporated by the Buyer in the bid document.	☐ Agreed ☐ Disagreed
17	DEVIATION IF ANY {Any deviation is to be given in separate page below Commercial Terms & Condition}	☐ No ☐ Yes
SIGNATURE WITH STAMP		

CREDENTIALS & ELIGIBILITY CRITERIA (Group A)

(NOTE: Please fill the details in front of each criteria mentioned below and upload this. Please upload signed & stamped copies of supporting documents in relevant packets. **(Incomplete form or non-submission of documents to verify details may results into rejection of your offer)**)

NAME OF BIDDER:

SN		Details to be filled and proof to be attached
1.	Name & Address of the company	
2.	Type of the company (enclose relevant proof) (Proprietary/ Partnership/ Public Ltd./ Pvt. Ltd./ Registered/ Unregistered etc. (enclose copy of registration)	
3.	Name of owner / proprietor/directors	
4.	Contact Telephone Numbers	
	Mobile -	
	E-Mail ID-	
5.	Banker's Name	
6.	PAN No. (enclose copy of certificate)	
7.	ESIC: Enclose copy of certificate (As per applicability) or submission of proof of challan submitted to the concerned office: Enclose copy of certificate	
8.	PF: Enclose copy of certificate (As per applicability) or submission of proof of challan submitted to the concerned office: Enclose copy of certificate	
9.	GST registration number (if applicable)	

ELIGIBILITY / PRE-QUALIFICATION CRITERIA

The bidder shall satisfy all the following conditions:

- The firm shall be a Chartered Accountant Firm registered with The Institute of Chartered Accountants of India (ICAI) and shall possess a valid Firm Registration Number (FRN). The firm shall be registered on or before 30th June 2016. The documentary evidence issued by ICAI to be furnished.
- The firm shall have a minimum of Five (05) full-time practicing partners as on the last date of bid submission. The documentary evidence issued by ICAI to be furnished along with Deed of Partnership.
- The firm shall have a minimum of Ten (10) regular employees other than Article staff on it's rolls comprising either Chartered Accountants or Cost Accountants, semi-qualified staff and audit assistants. Self-Declaration on the Firm Letter Head with qualification of staff to be furnished.
- The Bidder shall have one of it's office located in Mumbai Metropolitan Area (MMR) Region. The documentary evidence as issued / registered by/ with ICAI to be furnished.
- PAN and GST Registration of the Firm.
- The Bidder should have experience working in SAP environment in conducting physical verification of Assets or inventory in a Manufacturing Entity having turnover more than Rs. 3600 crores viz. Government Departments, Large Corporate, CPSEs, State PSUs, or Co-operative Society in previous last 7 years. The Bidder to submit the following documents to fulfill the above criteria:
 - Declaration from the Client that they are working in SAP environment and
 - Copy of Annual Report to substantiate turnover value and
 - Work order and its Completion Certificate issued by the Client.

All the above three documents must be for the year of work undertaken and not for different years
- The bidder shall deploy a minimum team of Two (02) or more members for physical verification activities at any point of time. At least one deployed member shall be a Chartered Accountant or Cost Accountant / Semi-qualified professional. Self-Declaration on Firm letter head to be furnished.
- MSME Benefits as per MSME Policy is applicable to this Tender.

- | |
|---|
| <p>➤ The existing Statutory Auditors and Internal Auditors of the Company will not be allowed to participate in this tender. If they participate, their bids will not be considered for evaluation.</p> |
|---|

Mere fulfillment of above eligibility criteria will not automatically ensure vendor's qualification/short-listing for the job and RCF decision on this matter will be final & binding.
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All the documents shall be duly signed and stamped by the applicant, on each page.

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:

2. 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;
3. 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;
4. 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;
5. 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;

6. 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 vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. [Where applicable evidence of valid registration by the Competent Authority shall be attached.]"

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.

Model 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 vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder 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.]"

Tax compliance clauses related to GST

To be obtained on the letter head of the tenderer

1. Vendor/Supplier/Contractor shall submit documents related to GST Registration such as GST Registration certificate/certificates active as on date of participation in the tender and also supporting documents if the Vendor/Supplier/Contractor /Contractor is registered under Composition Scheme. If unregistered under GST, give a declaration to that effect.
2. Vendor/Supplier/Contractor shall notify the company if it ceases at any time to be registered under GST and also if obtains a new GST registration.
3. If Vendor/Supplier/Contractor is having multiple GST registrations, should intimate the company from which GSTIN invoices will be preferred.
4. If, upon verification during technical evaluation, it is found that the preferred GSTIN (in case of multiple registrations) /GSTIN (in case of single registration) of the bidder is cancelled or suspended by the GST Department due to any reason, The bidder shall be granted the time as specified for asking the shortfall documents to rectify the status of their GSTIN. The vendor/supplier/contractor must take necessary actions to restore the GSTIN to an "Active" status and submit valid documentary proof of the same to the Tender Evaluation Committee with in specified date. Failure to restore the GSTIN to an active status and provide satisfactory proof within the specified date, shall result in the automatic disqualification of the bidder during the technical evaluation stage, without any further notice or correspondence.
5. Vendor/Supplier/Contractor shall submit the periodicity of filing GST returns applicable to him.
6. Vendor/Supplier/Contractor shall intimate the Company about applicability of e-invoicing, SAC /HSN codes for the goods /services supplied by him along with the applicable GST rate as on date of participation in tender. If due to any subsequent amendment/notification under GST Act, there is any change in the tax rates; vendor shall update the company for the same by submitting such notification.
7. Vendor/Supplier/Contractor shall ensure timely submission of **Invoice(s)/Bill of Supply /Receipt Voucher or any other document** as per rules/ regulations of GST Act with all required supporting document(s) within a period specified in Contracts/ LOA.
8. Vendors shall submit separate invoices for such supply of goods/ services rendered based on Companies requirement for eligible and non-eligible ITC.
9. The vendor undertakes to file all required Returns, deposit taxes and details required to be submitted under GST laws & rules as per due dates prescribed. The vendor also agrees to do all things including providing invoices or other documentation in such form and detail that may be necessary to enable or assist the Company to claim or verify any Input Tax Credit, set off, rebate or refund in relation to any GST payable under the Agreement entered/Work Order/Purchase Order.
10. All necessary adjustment vouchers such as Credit Notes / Debit Notes for any short/excess supplies or revision in prices or for any other reason under the Contract shall be submitted to the Company as per provisions of GST Act.

11. Advance payments → Vendor/Supplier/Contractor should issue Receipt vouchers immediately on receipt of advance payment and subsequently issue supplies along with tax invoice after adjusting advance payments as per contractual terms and provisions of GST Act.
12. Acceptance /Deemed Acceptance of E way bill for FOR deliveries should not be construed as acceptance of the material by the company and the company reserves the right to inspect the material and rejections if any would be subsequently adjusted by the Vendor by issuing Credit note for shortages/rejections.
13. The company reserves a right to review the Vendor/ supplier invoices to ensure that they are GST compliant and in case of any discrepancy observed, the supplier shall arrange to submit tax compliant invoice, only upon which payment shall be processed.
14. Vendor/Supplier/Contractor would promptly pay GST for the supplies made to the Company and would upload returns within the prescribed time as per GST Act.
15. In the event of default on his part in payment of tax and submission / uploading of monthly returns, the Company is well within its powers to withhold payments, especially the tax portion, until Vendor/Supplier/Contractor corrects the default /gets the shortcomings rectified at his own cost and / or complies with the requirements of GST Act and produces satisfactory evidence to that effect or upon invoice /debit note/credit note appearing in GSTR2B of the Company on the GST portal.
16. In case GST credit is delayed/ denied to the Company and reversed subsequently as per GST law, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to the Company, GST amount shall be recoverable from Vendor/Supplier/Contractor along with interest levied/ leviable on the Company by GST authority. The company may recover such amount from the Security Deposit /PBG or any such Deposit / Credit Balance / future payments. Accordingly, the company will raise Invoice/Debit note on the Vendor/Supplier/Contractor.
17. In case the short coming is not rectified by the Vendor/Supplier/Contractor and the Company ends up in reversal of credits and / or payments, Vendor/Supplier/Contractor is fully liable for making good all the loss including interest on the tax credit so available for the number of days the ITC was denied.
18. In case of any GST liability arising on the Company under reverse charge, Vendor/Supplier/Contractor shall ensure timely submission of invoice. In case of goods and services such invoices should not be more than 30 days old so as to facilitate the Company to discharge GST liability on the due dates as prescribed under GST Law .In the event that any demand notice is issued by the GST authorities to RCF Ltd. for non-payment, short payment, or improper discharge of GST liability under the Reverse Charge Mechanism (RCM) arising due to any act, omission, default, or lapse on the part of the Vendor, all consequential liabilities, including GST, interest, penalty, fine, and any other charges levied by the authorities, shall be recovered from or reimbursed by the Vendor.
19. The vendor shall comply with all statutory acts, rules, and regulations including GST laws. If any recovery notice, order, or demand (including but not limited to Form GST DRC-13) is received by RCF Ltd. from statutory/tax authorities regarding dues owed by the Vendor, the RCF Ltd shall be legally bound and fully

authorized to deduct such amounts from any running bills, final bills, or security deposits due to the vendor and payment to authorities, without any prior notice.

20. Any late delivery i.e., delivery after the due date or delay in submission of invoices or any other delays, attracts payment of damages by the vendor / contractor as agreed mutually. It is agreed by the vendor/supplier /Contractor that such damages become recoverable by the Company with applicable GST thereon for the time being in force.
21. In case the vendor is rated on Govt. official/PSU website as negative / black listed, then the bids may be rejected by RCF Ltd. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then the RCF Ltd. shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by RCF Ltd.
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/NIT.

Signature and Seal of the tenderer

Disciplinary Clauses

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.
- (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, su-moto with drawing or altering the bid within bid validity period 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.*
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 debar firms 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.

SIGNATURE WITH STAMP
(On all Pages)

**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. – _____

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 :-

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

Ref: RCF NIT/Bid No. _____

To,
Rashtriya Chemicals and Fertilizers Limited,
Mumbai

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

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

In case Bidder has no associated firm and/or none of the Directors / Partners have any interest in any other firms, please mention "Nil" against the above point.

We understand that if We /I have any associated firms or our Directors/ Partners has any interest in any other units, RCF reserves the right to register any one unit out of the units owned by the same owners/ directors the decision to consider our application.

In this regard, we undertake that:

- a) We / I , Directors / Partners (Bidder) do not have controlling partner (s) in common in any other associated firm;
OR
b) We / I , Directors / Partners (Bidder) are not receiving or have received any direct or indirect subsidy/ financial stake from any of them;
OR
c) We / I , Directors / Partners (Bidder) do not have the same legal representative/agent for purposes of this bid;
OR
d) We / I (Name of the associated firms) do not have relationship with each other, directly or through common third Parties, that puts us in a position to have access to information about or influence on the bid of another Bidder."

Signed hereunder, in confirmation of above.

**Signature of Authorized Signatory of
Bidder with company seal**

Name :-
Designation :-
Company / Organization :-

Rashtriya Chemicals & Fertilizers Ltd.
(Trombay Unit)

Sub: Entry Permission for Work with Photo Pass / Temp. Pass / Pass Renewal/ O.T. Permission

New Temp
→ developed ←

Kindly allow the following persons of M/s. _____ to enter the premises of RCF for the 1st time. Details of our employees are as below:

Ref: Work Order No. _____ LOI No. Dated _____

The Asst. Commandant
CISF Unit, RCF Ltd.
Mumbai -400074

Please Tick mark on appropriate period			
15 Days	1 Month	3 Month	Including Sunday, Holiday, Round the clock

Sr. No.	Full Name	Age	Identification Mark	Permanent Address	Sign	Employee ESI Card No.	Employee PF No./UAN No.	ESIC Pass No.	Entry Through Gate No.
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

Name of the Plant and Dept. where work is to be carried out _____ Reporting Officer _____
 Work Order No. _____ Work Order Valid Up to _____
 Duration of the job: Date from _____ to _____, Time from _____ AM/PM to _____ AM/PM

Sign & Seal of Applicant					
Sr./ Chief Manager		OM/AGM	DGM	GM / CGM	ED(Tr.)
					Asst. Commandant

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.					
SN	Title	Sub Titles		Purpose to be used for		
I	NAME	Title (Whether Company / M/s / Mr / Mrs / etc.)				
		Name (As it appears on the Bank Cheque)	*			
		Type (Whether for Purchases or Services)		<i>will be filled by RCF</i>		
		RCF Vendor Code (for existing RCF Vendors)				
		RCF Vendor Code (for new Vendors, RCF will create and fill)	*	<i>will be filled by RCF</i>		
II	ADDRESS	House/ bldg. Number	*			
		Street	*			
		Street				
		City / Postal Code	*			
		District / State	*			
		Country	*			
		Region Code		<i>will be filled by RCF</i>		
III	SUPPLY STATE	District / State	*	<i>To be given, if applicable.</i>		
		Other Region Code		<i>will be filled by RCF</i>		
IV	REGISTRATION NUMBER	Company registration number	*			
V	BIDDER TYPE	India / Foreign	*			
VI	COMPANY DETAILS	Company's Establishment Year	*			
		Company's Nature of Business	*			
		Company's Legal Status: Limited company / Undertaking / Joint venture / Partnership / Others	*			
		COMMUNICATIO N	Contact person	*		
		Telephone incl. ext.		STD Code	Tel No	Extn
		Mobile Phone	*			
		Fax		STD Code	Tel No	
		Email	*			
		Date Of Birth (DD/MM/YYYY)	*			
		Date Of Birth (DD/MM/YYYY)	*			
		Standard communication method		<i>by email only</i>		
VIII	ACCOUNT CONTROL	If also a RCF's Customer?		Yes / No		
		Group Key		<i>will be filled by RCF</i>		
IX	TAX INFORMATION	Goods and Service Tax Network (GSTN) No.				
		PAN NO.				
X	DETAILS OF BANK	Bank Key		<i>will be filled by RCF</i>		
		Bank Account No. of Vendor	*			
		Name of Bank	*			
		Name of Branch	*			
		Bank IFSC Code	*			
		Bank Branch Code (Only for SBI accounts)				
		Bank Address	*			

		Bank City	*			
		9 Digit code appearing on MICR cheque	*			
		Telephone No. of Bank		STD Code	Tel No	Extn
		Fax No. of Bank		STD Code	Fax No.	
		Type of Account (for SB A/c=10, Current A/c=11 or CC=13)	*			
		Region		will be filled by RCF		
XI	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 authorise RCF Ltd to make all payments to us by Direct Credit to our Bank Accounts details of which are given above.					
5	We hereby authorise RCF Ltd to deduct bank charges applicable for such Direct Bank Payments					
				Signature		
Place:		Common Seal		Name		
Date:				Designation		

BENEFITS TO MICRO AND SMALL ENTERPRISES (MSEs):

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

a) Qualifying Criteria for MSEs, SC/ST vendors, WOMEN OWNED MSEs:**BENEFITS TO MICRO AND SMALL ENTERPRISES (MSEs):**

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

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

- i. MSE bidders must submit registration certificates from any of the following (or any other body specified by the Ministry of MSME) :
 - National Small Industries Corporation (NSIC)
 - District Industries Centres (DIC)
 - Coir Board
 - Khadi and Village Industries Commission(KVIC)
 - Khadi and Village Industries Board(KVIB)
 - Directorate of Handicrafts and Handloom
 - UDYAM NO.
- ii. SC/ST owned enterprises (i.e. SC/ST proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies) shall additionally submit relevant SC/ST certificates issued by any of the following:
 - District/Additional District Magistrate /Collector/Deputy Commissioner/ Additional Deputy Commissioner/Deputy Collector/1st Class Stipendiary Magistrate/Sub-divisional Magistrate / Taluka Magistrate / Executive Magistrate/ Extra Assistant Commissioner
 - Chief Presidency magistrate /Additional Chief Presidency magistrate /Presidency magistrate
 - Revenue Officer not below the rank of Tehsildar
 - Sub-divisional Officer of the area where the individual and/or his family normally resides
- iii. Women owned MSEs (i.e. Woman proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Companies) bidders must additionally submit certificate from any of the following:
 - UDYAM no.
 - National Small Industries Corporation (NSIC)
 - Certificate /document mentioning women as owner of MSE
- iv. The registration shall be valid as on date of placement of order. A self- attested photocopy of the relevant certificate shall be submitted as a support document.
- v. The registration must be for the items/category of items /services relevant to the tendered items/category of items/services.

EMD Exemption: Vendors registered under 'Micro & Small Enterprises Act' (MSE), except Traders, are exempted from submission of EMD. Exempted bidders should upload a valid certificate issued by approved body of 'Ministry of Micro, Small & Medium Enterprises' (MSME) viz **Udyam Registration certificate** for EMD exemption.

b) Preference for MSME:

- i. **This Tender is Non Divisible tender, hence if it is observed that the L1 bidder is a Non- MSE bidder and that there is a MSE bidder (Who is not L1) who has quoted within a price band of L1 + 15%, The Complete job shall be awarded to such an MSE who is within the price band of L1 + 15%, Subject to such MSE bringing down their price to match the L1 price. The preference for order shall be given according to their ranking after Price bid opening / e-Reverse Auction.**
- ii. In case There are more than one MSE bidder within the L1 + 15 %, The L1 price shall be offered to that MSE, who has quoted lowest among the MSE bidders and in case they decline to match their price to L1, It shall be offered to the subsequent MSE bidder (if any) in L1 + 15% band.
- iii. In case the lowest quantity MSE bidder has not quoted within L1 + 15 % band such an offer would not be made for matching of Price and the original L1 bidder shall be awarded the complete job.

ii. Due to the nature of work this tender will not be divided, between two parties. The complete tender will be awarded to the one individual suitable party only.

Tenders shall be provided free of cost and tender documents are downloadable from the websites of RCF (<http://www.rcfltd.com>) and the GEM Portal or can be obtained from the Office of Dy. General Manager (CC/PHS)/ Dy. General Manager Commercial.

ii) MSE units qualifying as at (a) above shall be exempt from paying EMD.

- 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/>

Trade Receivables e-Discounting System (TReDS)**ANNEXURE-A-II****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 all the TReDS financial institutions registered with RBI as on date:

1. Receivables Exchange of India (RXIL), which is a joint-venture between National Stock Exchange and SIDBI;
2. Invoicemart, a joint-venture between Axis Bank and M junction Services (A.Treds)
3. Mynd Online National Exchange Solution (M1 xchange)
4. KredX Platform Private Limited (DTX)

Contact details are given below:

1. Receivables Exchange of India (RXIL)	
Link for registration	https://signup.treds.in/preRegistration
Mr.Shreyas Sakhalkar	shreyas.sakhalkar@rxil.in
	+91 8291553987
2. Invoice Mart (A.TReDS)	
Link for registration	https://onboarding.invoicemart.com/
Contact Person:	-
Ms. Gauri Mahamulkar	Gauri.Mahamulkar@invoicemart.com
	+91 8369204066
Mr. Kishor Prasad	kishor.prasad@invoicemart.com
	+91 9167759492
3. Mynd Online National Exchange (M1xchange)	
Link for registration	https://online.m1xchange.com/registration/#/basic_details
Mr. Ankit Kumar Singh	ankit.singh@m1xchange.com
	+91 9800250394
Mr. Jhalak Bajaj	jhalak.bajaj@m1xchange.com
	+91 9971546446
4. KREDX Platform Prvt Ltd (DTX)	
Link for registration	https://www.dtxindia.in/
Mr. Vineet Pandey	vineet.p@kredx.com
	+91 9967444114
Mr. Prathamesh Varose	prathamesh.varose@kredx.com
	+91 8600273564

Vide Gazette notification dated CG-DL-E-02072026-273996, dated 30th June 2026, it has been mandated that all operating CPSEs shall, in respect of procurement of goods or services from the micro, small and medium enterprises, route the settlement/payment of invoices through any of the TReDS platforms authorised by the Reserve Bank of India ONLY.

Hence, all PAYMENTS/ SETTLEMENTS to MSME vendors will be done through “RBI- authorised TReDS PLATFORM ONLY”. However, the discounting/ factoring of the invoices are at option to MSME vendor.

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, if they choose to.

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

RCF shall not intervene in the vendor's decision to place their invoices on "ANY ONE OF THE RBI REGISTERED TReDS Platform".

Settlement through TReDS is mandatory only to the MSME vendors and NOT any other vendor "NOT" registered as MSME with RCF.

The responsibility for payment of all charges/fees payable to the TReDS platform, financier, or factor shall be governed as per the arrangement between the vendor and the concerned platform / financing institution.

It shall be the responsibility of the bidder to maintain active registration and comply with all procedural requirements of the concerned TReDS platform during the contract period.

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) We have participated in Tender No/Bid No. :
..... as a service provider of offered services.

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

c) Details of facility / location where the value addition is done is as given below:

.....
.....
.....
.....

d) 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 (RCF)/ Govt. authorities for the purpose of assessment of local content, action shall be taken against us in line with Make In India Policy.

With regards,

Signature with company seal

Name :-
Company / Organization :-
Designation :-
E-mail Id :-
Tel no. / Mobile no :-

INTEGRITY PACT

Rashtriya Chemicals and Fertilizers Limited (RCF) has issued

NIT No. TROM/2908/OPEN(B-MH)/11/2026-CONTRACT CELL/5067 dated xx.xx.2026

inviting bids for **Erection of Temporary Wooden Structure Monsoon sheds and MS truss dome type pillar-less structure Monsoon sheds with HDPE Tarpaulin and side covered by HDPE Tarpaulins on Hire basis for storing of raw materials and finished materials in various locations inside factory premises in Trombay unit**

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

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

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

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

NOW, THEREFORE,

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

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

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

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

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

1. Commitments of RCF:

- 1.1** RCF undertakes that no official of RCF, connected directly or indirectly with the Project/Work, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any other person, organization or third party related to the contract, which he/she is not legally entitled to, in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2** RCF will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular Bidder in comparison to other BIDDERS.
- 1.3** RCF will report to the Independent Monitor of any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach by the Bidders. In such an eventuality,

RCF will also report to appropriate Government Office wherever necessary and simultaneously initiate appropriate action.

2. Preceding misconduct:

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

3. Commitments of BIDDER:

- 3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 3.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the RCF, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract, which he/she is not legally entitled to, in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of RCF, which he/she is not legally entitled to, or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with RCF for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with RCF.
- 3.4 Bidders(s)/Bidder(s) of foreign origin shall disclose the name(s) and address(es) of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Bidder(s) of Indian Nationality shall furnish the name(s) and address(es) of foreign principals, associates, agents and distributors, advisors, representatives and sub-Bidders.
- 3.5 “In case of Joint Venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal Bidder shall be solely responsible for the adherence to the provision of IP by the sub-Bidder(s).”
- 3.6 BIDDER shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/ contract.
- 3.7 The BIDDER further confirms and declares to RCF that he has not engaged any individual or firm or company, whether Indian or foreign, to intercede, facilitate or in any way to recommend to RCF or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or Company in respect of any such intercession, facilitation or recommendation.
- 3.8 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose complete details of any payments made, is committed to or intends to make to any officials of RCF or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.9 The BIDDER will not collude with other parties, interested in the contract, to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. Bidder further undertakes, not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts etc., in connection with this bid/ contract.

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

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

- 3.10 The BIDDER shall not use improperly, for purposes of completion or personal gain, or pass on to others, any information provided by RCF as part of the business relationship, such as plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to ensure that no information is divulged to others.
- 3.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.12 The BIDDER commits to refrain from giving any complaint in connection with the Project, directly or through any other manner, without supporting it with full and verifiable facts.
- 3.13 The BIDDER shall not instigate or cause to instigate any third party to commit any of the actions afore-stated.
- 3.14 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the employees of RCF, or, if any relative of an employee of RCF has financial interest/stake in the BIDDER, the same shall be disclosed by the BIDDER at the time of filing the tender. The term 'relative' for this purpose would be as defined in Companies Act, 1956 or any modifications thereof.
- 3.15 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of RCF.
- 3.16 The BIDDER have not and will not sell the same material/ equipment at prices lower than the offered prices for refereed tender (as part of Fall Clause, applicable to Proprietary/PAC buying and Rate Contracts only, as per Manual of Procurement of Goods, issued by CVC dt. 01/07/2022). The BIDDER undertakes/commits to refund/ reimburse the excess amount to BUYER, if it comes to notice that it has supplied the material/equipment at a lower price to any other Governments, public sector or private organisations.
- 3.17 Commitment to Ethical Practices: Bidders commit to maintaining the highest ethical standards throughout the course of this contract. Any breach of this commitment shall be subject to applicable legal actions, as well as reputational damage.

4. Transgression Clause:

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

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

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

4.2 Disclosure of Transgressions:

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

5. Sanctions for violations:

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

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. If the RCF has disqualified the bidder(s) from the tender process prior to the award of contract, RCF is entitled to demand and recover the damages equivalent to the Earnest Money Deposit/ Bid Security. If RCF has terminated the contract or if the RCF is entitled to terminate the contract, the principal shall be entitled to demand and recover from the Bidder liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee or as mentioned in the NIT
The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by RCF, without assigning any reason therefor.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by RCF, together with interest thereon at 2% higher than the prevailing Lending Rate of State Bank of India or at 2% higher than LIBOR as may be applicable based on whether the bidder is an Indian party or a foreign party. If any outstanding payment is due to the BIDDER from RCF in connection with any other contract for any other Project/Work/ Supply, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by RCF, along with interest.
- vi. To terminate all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to RCF resulting from such termination and RCF shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar/blacklist the BIDDER from participating in future bidding processes of RCF for a minimum period of five years, which may be further extended at the discretion of RCF.
- viii. To recover all sums paid, in violation of this Pact by BIDDER to any middleman or agent or broker, with a view to securing the contract.
- ix. In case where irrevocable Letters of Credit have been opened in respect of any contract signed by RCF with the BIDDER, the same shall not be operated.
- x. Forfeiture of Performance Bond in case of a decision by RCF to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- xi. Consequences of Non-Disclosure: In the event that Bidders fail to disclose any relevant past instances of fraud, corruption, bribery, collusion, or any other unethical or illegal activities within the stipulated timeframe, it shall be considered a material breach of this Integrity Pact. RCF reserves the right to invoke disqualification of the bidders and exclusion from future business dealings and take such actions, as per the existing provisions of GFR, 2017, Prevention of Corruption Act, 1988 and other Financials Rules/Guidelines etc. as may be applicable to RCF against the Bidders, as deemed appropriate.

- 5.2 RCF will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (xi) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (Whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988, provisions of GFR, 2017 or any other statute enacted for prevention of corruption.
- 5.3 The decision of RCF to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the Bidder can approach the Independent Monitor appointed for the purposes of this Pact, if they want to represent against the decision of RCF.
6. Independent Monitor:
- 6.1 RCF has appointed following persons as Independent Monitor for this Pact in consultation with the Central Vigilance Commission:

1. Shri B Siddhartha Kumar
H. No. 3-7- 44, Plot No. 44,
Padma Nilayam, Street No.- 15,
A. G's Colony, Nalanda Nagar,
Attapur, Hyderabad – 500048
Email: bsiddharthak_66@rediffmail.com
2. Shri Lt. Gen Raman Dhawan,
Flat No. IE-402, AWHO Township,
Gurjinder Vihar, Pocket-5,
Sector-Chi 1, Greater Noida,
Dist. Gautam Budh Nagar,
Uttar Pradesh – 201315.
Email: romidhawan4@yahoo.com
3. Shri M. Akhaya,
Quarter No. A-14, VIP Colony,
Nayapalli, Bhubaneshwar,
Odisha – 751015.
Email: akhaya61@gmail.com; m_akhaya@yahoo.co.in

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

- 6.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently.
- 6.4 Both the parties accept that the Monitor has the right to access all the documents relating to the project/ procurement, including minutes of meetings. A summary of procurement/contract awarded, which are

covered under the IP shall be shared by RCF with the IEMs on quarterly basis. However, the documents / records/ information having National Security implications and those documents which have been classified as Secret / Top Secret are not to be disclosed.

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

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

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

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

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

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

7. Facilitation of Investigation:

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

8. Law and Place of Jurisdiction:

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

9. Other Legal Actions:

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

10. Validity:

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

10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

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