



RASHTRIYA CHEMICALS AND FERTILIZERS LIMITED
(A Government of India Undertaking)
Administrative Building, Chembur, Mumbai 400 074. Maharashtra.
Corporate Identification Number - L24110MH1978GOI020185
Phone: 00 91 22 2552 2873/2242
Website: www.rcfltd.com

MATERIALS DEPARTMENT
NOTICE INVITING TENDER

NIT No.TC/Monsoon Protection Shed/ 2026 dated 03.04.2026

Subject: Erection of Monsoon Protection Shed of MS structure at MBPT, Hay Bunder plot, Mumbai.

Important Dates

Last Date & Time of Submission of tender : **as per GEM bid**

Date & Time of Opening of Tender : **as per GEM bid**

Website for Online bid Submission: www.gem.gov.in

Kindly note that online bid through e-tender website **www.gem.gov.in** only will be considered against this tender. Offer submission through any other mode will not be considered

Contacts:

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MATERIALS DEPARTMENT

Notice Inviting Tender NIT No. TC/Monsoon Protection Shed/2026 dated 03.04.2026

Rashtriya Chemicals and Fertilizers Ltd. (Trombay) invites tender for Erection of Monsoon Protection shed with MS (Mild Steel) Structure at MbPT (Hay Bunder) for temporary storage of imported Fertilizer Raw Materials in bulk received through barges at Hay Bunder Jetty as per the terms & conditions stated hereinafter:

1.00 PRE-QUALIFICATION CRITERIA:

The bidders meeting the following prequalification criteria will be considered for further evaluation. All the prequalification documents should be submitted as per instruction given below:-

Sr. No	PREQUALIFICATION CRITERIA	REQUIRED DOCUMENTARY EVIDENCE TO BE SUBMITTED AGAINST THE PREQUALIFICATION CRITERIA
1	The bidder should provide details of company and other related information about the company such as office address (to be given in full style), Telephone no., Fax no. Email id and the list of experienced staff, status of the company, Name of the chairman and other related information as per Annexure-I. The information should be furnished along with all supporting documents mentioned in Annexure-A.	Annexure-I should be filled and submitted along with all supporting documents mentioned in Annexure-I
2	<p>Work experience: The bidder should have experience of erecting at least one similar monsoon shed of MS (Mild Steel) Structure with heavy duty tarpaulin sheets in two layers, to avoid ingress of water during the last seven years ending last day of month previous to the one in which applications are invited. As a proof of experience the bidder should submit one of the following :</p> <ul style="list-style-type: none"> • 1 Contract W.O copy with contract value not less than Rs 16.18 Lakhs <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> • 2 Contract W.O copies with contract value not less than Rs 10.12 Lakhs each <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> • 3 Contract W.O copies with contract value not less than Rs 8.09 Lakhs each 	<p>Copy of Work order along with completion certificate /any documentary proof showing that the contract had executed by the bidder.</p> <p>Also the bidder should submit the following details,</p> <ol style="list-style-type: none"> 1. No of Sheds erected 2. Name of the clients for whom the work was executed. 3. Size of the Sheds
3	<p>Financial Status of the Tenderer:</p> <p>Last three years financial audited reports or Turnover certificate from Chartered Accountant (CA) as below:</p>	Bidder shall submit audited annual reports certified by Chartered Accountant (CA) or Turnover certificates for above financial years. Turnover certificates should be issued by practicing CA with membership number, seal

	Average annual turnover of ₹ 6.07 Lakhs ending 31st March of financial years 2022-2023, 2023-2024 and 2024-2025	and signed. Certificate / document issued by Chartered Accountant will be valid and accepted only with UDIN number. In case the date of constitution / incorporation of the bidder is less than 3 years old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account. In this case, the financial turnover during last financial year / the average financial turnover during preceding two financial years should be at least ₹ 6.07 Lakhs.
5	Integrity Pact	Bidders should sign and stamp the Integrity Pact along with the entire NIT. Signing of Integrity Pact is prerequisite for qualifying in this tender

2.00 Scope of Work: The Scope of Work shall include but not be limited to the following:

- a) To erect monsoon shed of size: **Length = 200 ft; Breadth = 100 ft & Height = 18 ft (wall side) & 33 ft. (centre height)**
- b) The shed roof should be covered with heavy duty plastic sheets in two layers. The shed side walls should be covered with heavy duty plastic sheet. The shed will be open at one end only for loading/unloading purpose.
- c) Item Description: Construction of a MS Structure for temporary storage of appr. size **Length = 200ft; Breadth = 100 ft. & Height = 18 ft. (wall side) & 33ft (centre height)**, with waterproof roof slope with an entrance of 30 feet wide and 18 feet high, covered with heavy duty plastic sheets, double sheeting on roof and single sheeting on sides with proper lapping to avoid ingress of water. The shed sides will be suitably strutted. **No pillars are allowed inside the storage area.** Kindly refer the attached Annexure II (4 pages) as a sketch & photos of expected construction of monsoon Shed.
- d) Proper compact bundling wall of 2 ft. high on the outer peripheral sides of the Monsoon Shed, to prevent ingress of water into the storage area, shall also be provided.
- e) The structural design for the temporary shed is to be approved by the MCGM empanelled structural consultants. The supervision during the erection of the temporary shed shall be carried out by the consultant. The structural stability certificate from the consultant shall be submitted after completion of the job.
- f) Adequate lighting arrangement inside the shed for working in night shall be made. Electricity Charges shall be paid by the contractor to MBPT on behalf of RCF and shall be reimbursed at actual against submission of bills. Metered Electricity connection will be provided by Mechanical & Electrical Engineering Department (MBPT) for which necessary documentation shall be completed by the contractor in consultation with Executive Engineer, Wadala, Antop Seva Bhavan.
- g) Security and maintenance personnel shall be provided by party for prevention of any kind of damages to the shed and the timely repairs as and when required. RCF shall not be responsible for any kind of damages to the shed erected at Hay Bunder.
- h) **Shed construction time:** 15 days from date of issue of work order on round the clock basis.
- i) Plot charges if any for shed will be paid by RCF to MBPT directly.
- j) This shed is to be erected at MBPT (Hay Bunder Area) and the contractor will execute the job in consultation with RCF and/or our vessel handling agency.
- k) The erection and dismantling of temporary shed should be carried out under the supervision and up to the satisfaction of Chief Engineer, MBPT.

3.00 Period of Contract: The shed will be erected for a period of six months from the date of issue of work order. After dismantling of the Shed, the material used for erection of Monsoon Shed shall be removed

from Hay Bunder Plot within a week's time. However, if MBPT insists to dismantle the shed before the period of six months, the same shall be adhered to.

No escalation on any ground for this period will be permissible. RCF shall be entitled to terminate the contract without any notice if in the opinion of RCF the performance of the Contractor is not satisfactory.

4.00 Validity of Tenders: All tenders should be kept valid for acceptance for 90 days from the tender closing date. Tenders of lesser validity period may not be considered. No Tenderer can withdraw his tender or revoke the same within the validity period. If the Tenderer withdraws / revokes / revises the **tender rate, then suitable action will be taken against such bidders.**

5.00 Pricing:

i. The bidder should quote **lump sum total value** considering all the activities mentioned above as per the Scope of Work. The rates so quoted should be all inclusive **including GST** as applicable and no claim for extras will be entertained. The quotations received in different form may not be considered for evaluation.

ii. The rate quoted and finalized in the tender will form the basis of payment to the Contractor for the activities performed.

6.00 Nature of Work:

The Contractor will have to start the work immediately on receipt of the instructions from the Senior Manager (Materials).

On receipt of instructions, the Contractor shall immediately prepare the necessary papers and documents for presenting to the Port Authorities or other authorities concerned and arrange to obtain necessary permissions required for erection of monsoon shed at Hay Bunder (Mumbai Port Trust premises).

The Contractor will arrange to send a copy of Daily Report giving details of progress of erection of shed to the Senior Manager (Materials), T&C, RCF Ltd.

Successful Tenderer will have to submit the names of their Employees who will supervise the job of erection of monsoon shed at Port premises in all three shifts. The required entry permissions shall have to be arranged by the contractor from Port authorities so as to enable them to perform their jobs.

7.00 Working Hours: The Contractor shall be responsible for performing all or any of the services detailed in and arising out of the Contract on round the clock basis.

8.00 Payment: 90% payment shall be released on successful Completion of erection/construction of shed, Inspection and its acceptance by RCF and submission of duly certified invoice along with photographs of the erected shed at Hay Bunder, subject to submission of requisite Security Deposit.

Balance 10% shall be released after dismantling of monsoon shed and removing of all material from Hay Bunder plot and its acceptance by RCF & submission of duly certified invoice (Normally, payment will be released in 30 days from the date of submission of certified bills).

9.00 Integrity Pact: RCF has accepted and agreed to the terms and conditions of the Integrity Pact (Annexure XII). The Bidder, as a token of acceptance of the terms and conditions of the Integrity Pact will sign and stamp the Integrity Pact (Annexure XII) 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

10.00 Mutually Agreed Damages (MAD) for delay in Erection of Monsoon Shed: MAD shall be applicable @1% per week or part thereof subject to maximum 10% of total installation /commissioning value plus GST.

11.00 Relaxation for Startup Bidders

“

A) Start-up bidders must submit the following documents:

a) Start-Up registration certificate issued by the Department of Industrial Policy and Promotion (DIPP). Year of incorporation of Start-Up shall not be more than ten years from the due date of the tender.

b) Certificate from a Chartered Accountant (CA) with Unique Document Identification Number (UDIN), verifying that the Start-Up has not exceeded the financial turnover limit of Rs 100 crores (or as revised by the Government of India) in any of the preceding financial years since incorporation.

B) Start-up bidders has to submit all the requisite documents required for techno-commercial pre-qualification as specified in the bid/NIT document.

Following relaxations will be given to Start-up bidders:

- 1) 25% relaxation in average turnover criteria
- 2) 25% relaxation in past experience criteria, applicable to value or quantity only

No relaxation or exemptions will be provided in respect of other pre-qualification criteria, including technical requirements.

C) Exemption from Earnest Money Deposit (EMD): Start-up bidders are not required to submit EMD.

”

12.00 Relaxation in Experience criteria & Turnover for eligible MSEs

Relaxation of 25% in prior experience/ Annual financial turnover will be provided to the qualifying MSEs. Relaxation in prior experience to qualifying MSEs will be applicable if Pre- Qualification Criteria (PQC) of similar work experience is based on value of the estimate or quantity of the tender. However, relaxation in prior experience to qualifying MSEs will not be applicable if Pre-Qualification Criteria (PQC) of similar work experience is based on technical parameters which cannot be increased/ decreased/divisible.

13.00 Earnest Money Deposit (EMD): NIL

14.00 Performance security or Security Deposit: Performance security (or Performance Bank Guarantee (PBG) or Security Deposit (SD)) is to be furnished by the successful bidder on award of contract. Performance security shall be:

Five (5) per cent of the value of the contract as specified in the bid documents.

Performance Security is to be furnished within 14 (fourteen) days after notification of the award, and it should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the supplier, including warranty obligations. Further, if the SD is not deposited within the stipulated 14-day period, the SD will be recovered along with Interest from the due date of Deposit from the first payment. The interest rate shall be the applicable Secured Overnight Financing Rate (SOFR) + 2% or MCLR (6 months) + 2% as applicable.

The Performance Security shall be liable to be forfeited in the event of any breach of contract by the Contractor. In case of such breach, the entire Performance Security shall be forfeited, irrespective of partial execution of the work.

The Performance Security shall be refunded to the Contractor, without any interest, upon due performance and completion of the contract in all respects, including fulfilment of warranty obligations, and in any case not later than 60 (sixty) days from the date of completion of all contractual obligations.

15.00 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-COM@rcfltd.com

The review application against subject tender can only be submitted by bidder who have applied against tender.

NIT No. TC/Monsoon Protection Shed/2026

LIST OF ANNEXURES

All annexures mentioned in this document is part of the corresponding Notice Inviting Tender (NIT) document.

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Note: Bidder shall submit signed and stamped copy of acceptance for all documents in customised bid as a token of acceptance of the terms and conditions.

Annexure - I

STATUS OF THE TENDERER

Sr.No	Details	To be filled by Bidder
1.	Name of the Firm:	
2.	Year of Establishment:	
3.	Office Address:	
4.	Telephone Nos.	
5.	Name of the person to contact:	
6.	Status of the Firm e.g. whether a Company registered under Companies Act 1956 or a Partnership Firm or Proprietary Concern: (Enclose Memorandum and Articles of Association / Partnership deed / Proprietorship)	
7.	Names of the Chairman/M.D./Directors (In case of Companies) or Names of the Partners (In case of partnership firm) or Name of the proprietor (In case of proprietary Concern):	
8.	Whether SSI Registered under UDYAM (UDYAM Certificate to be furnished)	
9.	Name and designation of the relative(s), if any, of Partner/Director/Tenderer serving in RCF and their relationship : Name_____ : Relationship_____	
10.	Name of the Management Staff along with Contact Numbers: Chief Executive Personnel - Total No. employed: i) Executive ii) Supervisors iii) Other Staff	
11.	List of major Customers during last three years: List of major Customers presently working for:	
12.	ESIC Registration Details of Employees	(Photocopy to be enclosed.)
13.	PF Registration Details of Employees	(Photocopy to be enclosed.)
14.	PAN Card Number.	(Photocopy to be enclosed.)
15.	Goods and Service Tax Registration No.	(Photocopy to be enclosed.)

SKETCH FOR MONSOON SHED

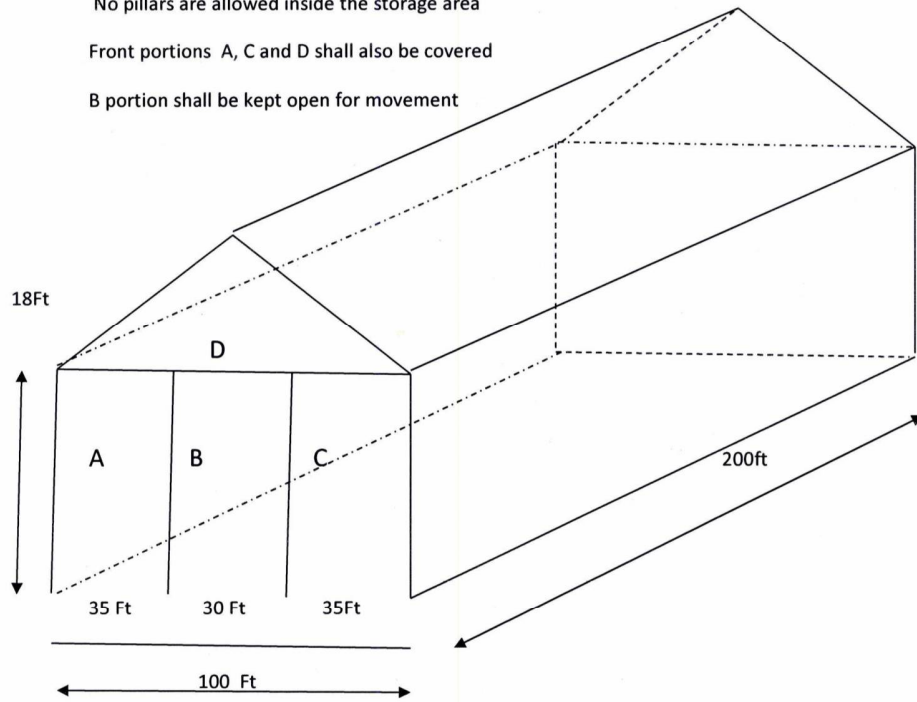
Erection of monsoon shed with MS Structure

DIMENSIONS 200 Ft X 100 Ft X 18 Ft & 33 Ft Centre Height

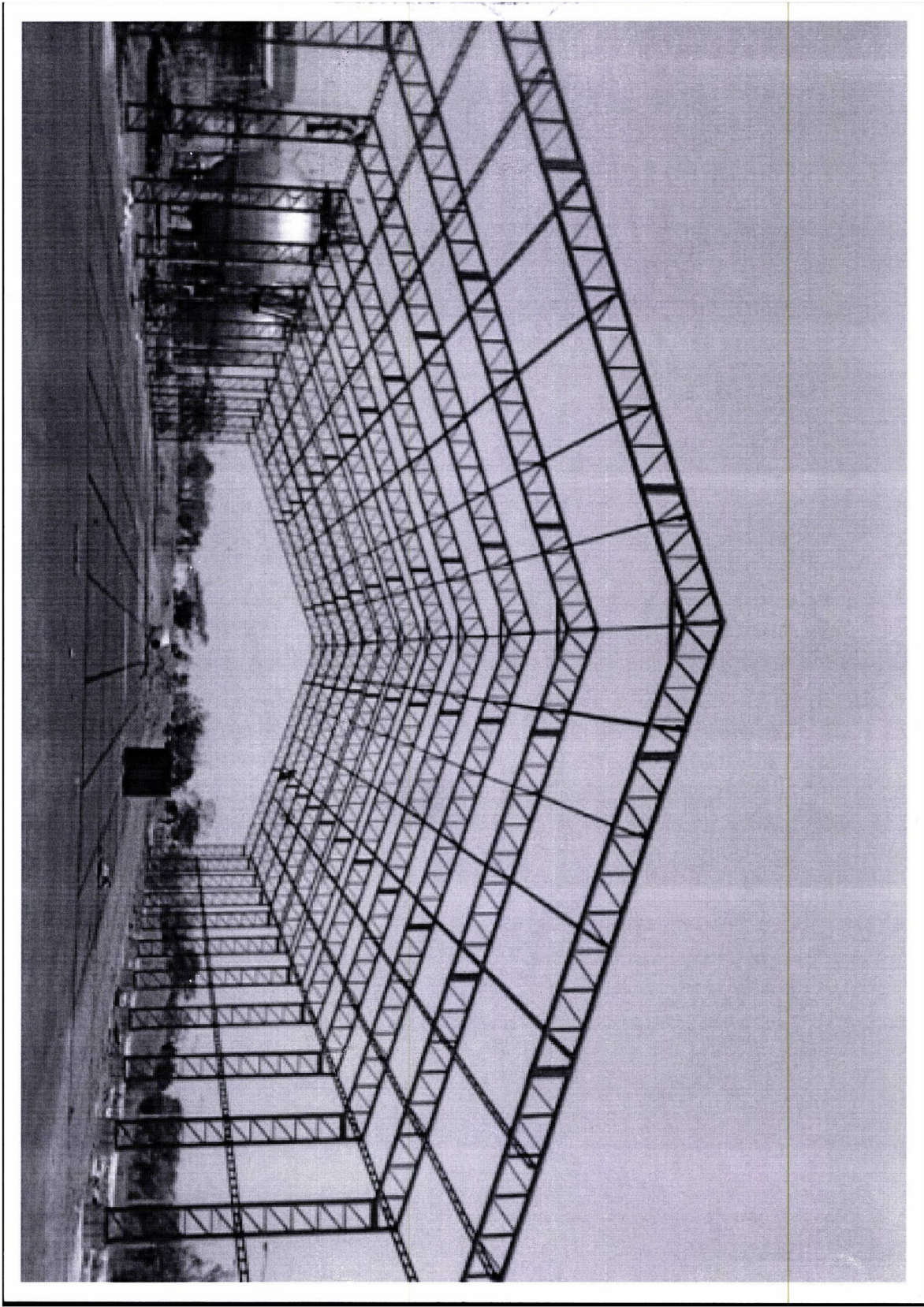
No pillars are allowed inside the storage area

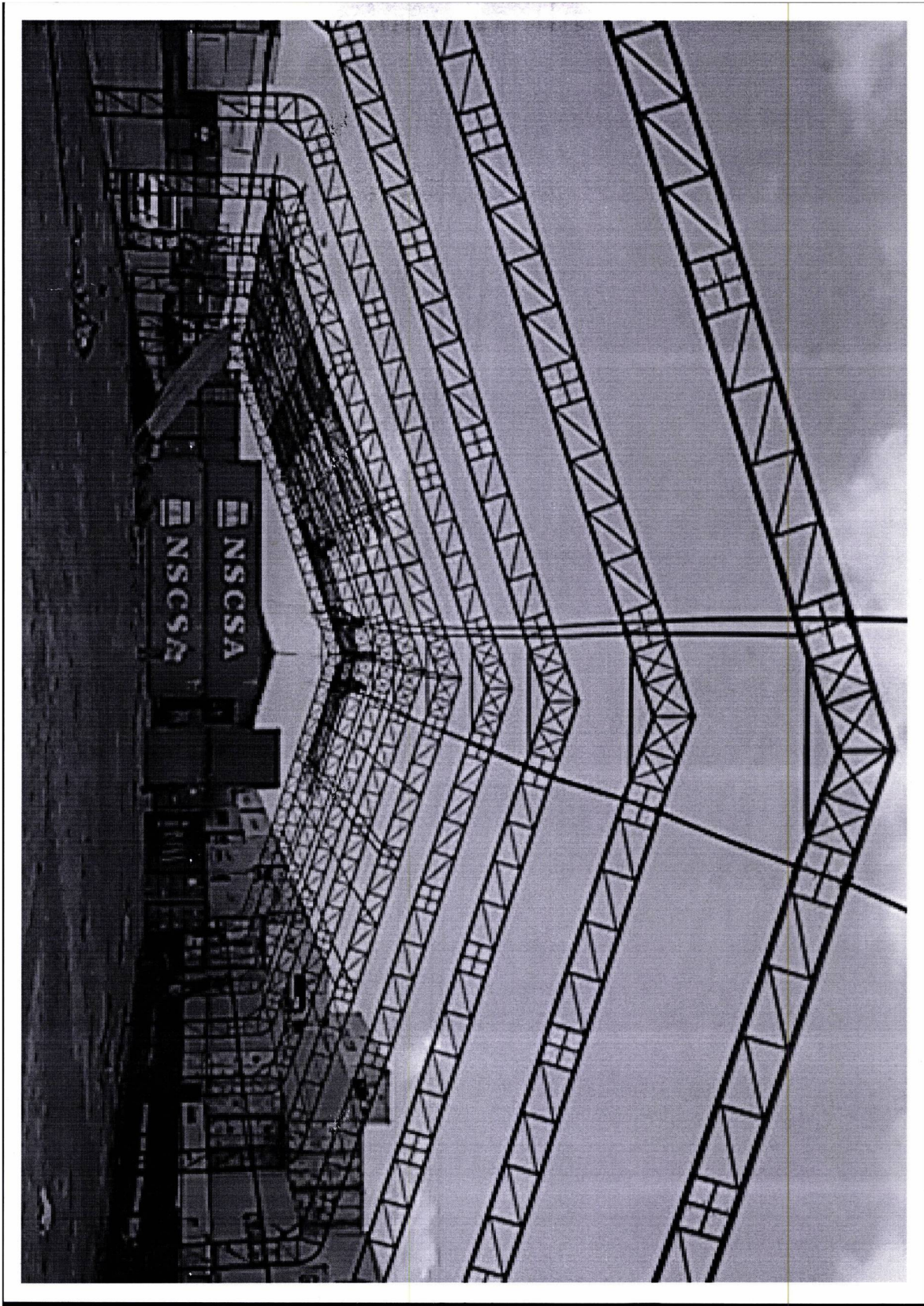
Front portions A, C and D shall also be covered

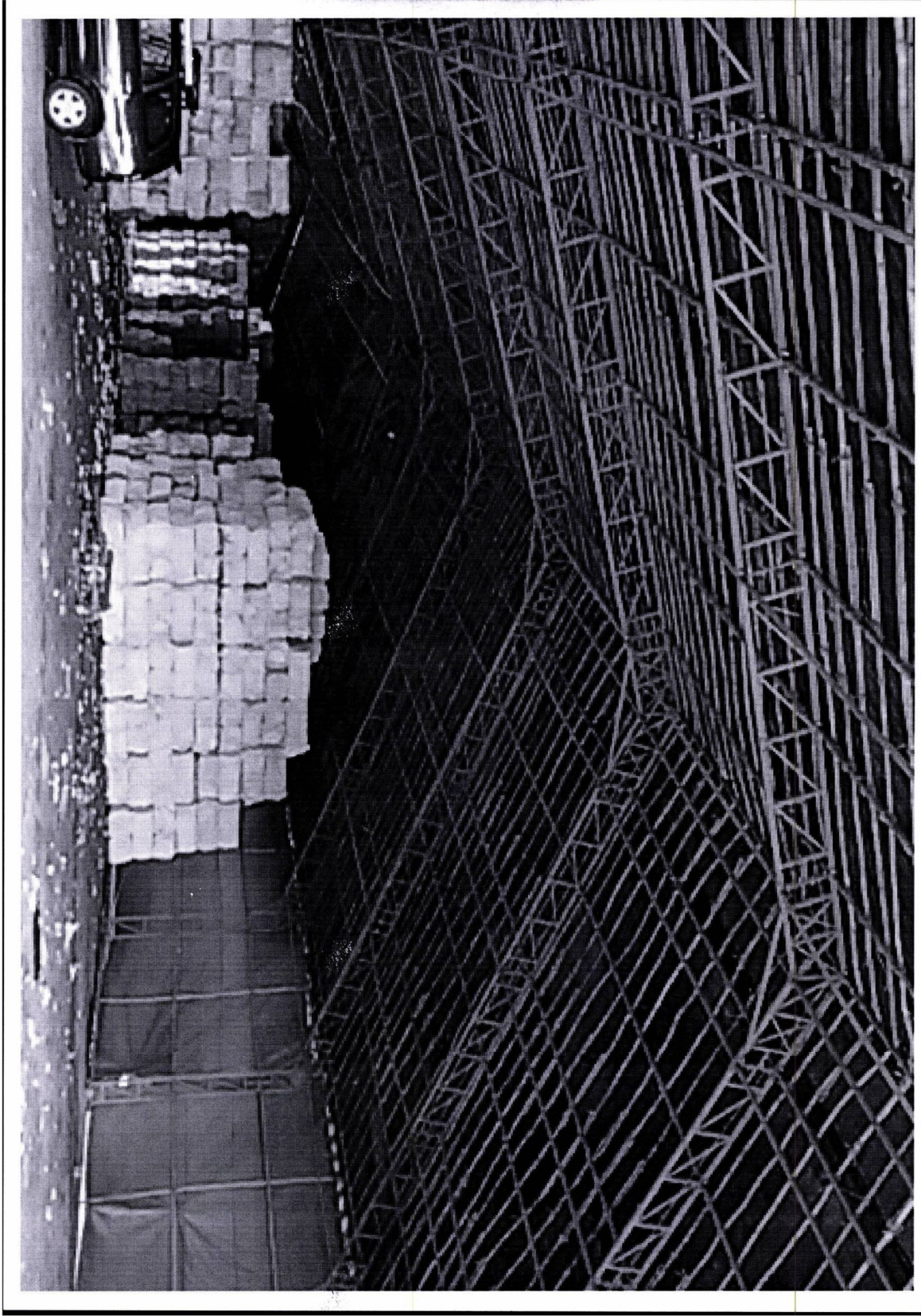
B portion shall be kept open for movement



Page 1 of 4







Tender Authorization Form

To

M/s. RCF Ltd.

Attention:

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

Ref: NIT No. TC/Monsoon Protection Shed/2026 dated 03.04.2026

I (Full name) _____ Owner/ Proprietor/ Director/ Partner of M/s _____, hereby authorize following person/s to submit Quotation/ offer, documents and correspondence on behalf of our organization in response to your above referred NIT.

The person/s authorized are mentioned below:

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

Authorized by

Signature with company seal

Name :-

Company / Organization

E-mail Id

Tel no.

Mobile no.

ANNEXURE-IV

VENDOR DATA UPDATION FORM (on LETTERHEAD)						
Both New Vendors and Existing Vendors may please note that all details listed below are required and will used for making all payments POs / WO's, refund of EMDs / SDs, forwarding the details of payments by email, issue of TDS certificates, Works Contract TDS Certificate, etc.						
Sr. No	Title	Sub Titles		Purpose to be used for		
I	NAME	Title (Whether Company / M/s / Mr / Mrs / etc.)				
		Name (As it appears on the Bank Cheque)	*			
		Type (Whether for Purchases or Services)		<i>will be filled by RCF</i>		
		RCF Vendor Code (for existing RCF Vendors)				
		RCF Vendor Code (for new Vendors, RCF will create and fill)	*	<i>will be filled by RCF</i>		
II	ADDRESS	House/ bldg. Number	*			
		Street	*			
		Street				
		City / Postal Code	*			
		District / State	*			
		Country				
		Region Code		<i>will be filled by RCF</i>		
III	COMMUNICATION	Contact person	*			
		Telephone incl. ext.		STD Code	Tel No	Extn
		Mobile Phone	*			
		Fax		STD Code	Tel No	
		Email	*			
		Standard communication method		<i>by email only</i>		
		IV	ACCOUNT CONTROL	If also a RCF's Customer?		Yes / No
		Group Key		<i>will be filled by RCF</i>		
				Signature:-.....		
	Place	Common Seal		Name:-.....		
	Date			Designation:-.....		
		PAN NO. (enclose copy of PAN card)	*	Mention the PAN number here		
		GST No. (enclosed copy of certificates)		Mention the GST number here		
VI	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		
VII	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 – if yes then enclosed scanned / photocopies of the certificate (like part-II certificate)	*	Yes / No <i>(if yes then you have to <u>submit the Part-II certificate indicating the registration</u> under Micro , Small, Medium Enterprise)</i>		
		Whether the proprietor of "MSME" enterprise is from SC/ST category (please attach caste certificate issued by competent authority)	*	Yes / No <i>(if yes then you have to <u>submit the caste certificate</u> issued by competent authority)</i>		
1	It is mandatory (Compulsory) to fill relevant data for item marked " * "					
2	<u>Enclose a cancelled cheque / a photocopy of the cheque.</u>					
3	<u>Enclose a Part-II certificate indicating the registration under Micro, Small, Medium Enterprise.</u>					
4	Enclose a photocopy of Pass Book first page containing name and address of Account Holder					
5	We hereby authorise RCF Ltd to make all payments to us by Direct Credit to our Bank Accounts details of which are given above.					
6	We hereby authorise RCF Ltd to deduct bank charges applicable for such Direct Bank Payments					
				Signature	
Place		Common Seal		Name	
Date				Designation	

FORMAT FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

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

Bank Guarantee No. _____ dated _____

M/s Rashtriya Chemicals and fertilizers Ltd,

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

Dear Sirs,

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

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

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

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

4. We _____ the Bank further agree that RCF shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the Order or to extend time of performance by the said Supplier / Contractor from time to time or to postpone, for any time or from time to time, any of the powers exercisable by the RCF against the said Supplier / Contractor and to forbear or enforce any of the terms and conditions relating to the Order and shall not be relieved from our liability by reason of any such variation or extension being

granted to the said Supplier / Contractor or for any forbearance, act or omission on the part of RCF or any indulgence by RCF to the Supplier / Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

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

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

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

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

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

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

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

SIGNED AND DELIVERED ON THIS _____ DAY OF _____

Yours faithfully,

For and on behalf of _____ . (bank)

Signature of Authorised Official of bank

Name of the Official:

Designation of the Official:

Name of Bank:

Branch:

Address of Branch:

Telephone / Mobile No:

Fax No:

Email Id:

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

RCF Bank Details:

**STATE BANK OF INDIA (COMMERCIAL BRANCH), N.G. VAIDHYA MARG, BANK STREET,
FORT, MUMBAI – 400023**

IFSC CODE: SBIN0006070

Tel: 022-22626474

LIST OF RCF APPROVED BANKERS FOR BANK GUARANTEES

LIST OF APPROVED BAN'KS FOR BANK GUARANTEES			
	A) Nationalized Banks	12 Nos.	
Sr.NO.	Name of Bank		
1	Bank of Baroda (Includes erstwhile Dena Bank & Vijaya bank)		
2	Bank of India		
3	Bank of Maharashtra		
4	Canara Bank (includes erstwhile Syndicate bank)		
5	Central Bank of India		
6	Indian bank (includes erstwhile Allahbad bank)		
7	Indian Overseas Bank		
8	Punjab & Sind Bank		
9	Punjab National Bank (includes erstwhile Oriental bank of Commerce)		
10	State Bank of India		
11	UCO Bank,		
12	Union Bank of India (includes Andhra Bank & Corporation Bank)		
	B) Other Private Banks	17 Nos.	
Sr.No.	Name of Bank	Sr.No.	Name of Bank
1	Axis Bank	10	Federal Bank Ltd.
2	Catholic Syrian Bank Ltd	11	Jammu & Kashmir Bank Ltd
3	City Union Bank Ltd	12	Karnataka Bank Ltd
4	HDFC Bank Ltd	13	Karur Vysya Bank Ltd
5	ICICI Bank Ltd	14	YES Bank
6	IDBI Bank Ltd	15	IDFC Bank Ltd
7	Kotak Mahindra Bank Ltd.	16	IndusInd Bank Ltd
8	South Indian Bank Ltd.	17	RBL Bank Ltd
9	Tamilnad Merchantile Bank Ltd		
	C) Foreign Banks	16 Nos.	
Sr.No.	Name of Bank		
1	American Express Bank Ltd,		
2	Bank of American National Trust & Saving Association		
3	Bank of Tokyo – Mitsubishi UFJ Ltd		
4	Barclays Bank PLC		
5	BNP Paribas		
6	Calyon Bank		
7	Citibank N.A.		
8	Deutsche Bank		
9	Development Bank of Singapore (DBS)		
10	Hong Kong & Shanghai Banking Corporation Ltd		
11	JP Morgan Chase Bank		
12	Royal Bank of Scotland		
13	Standard Chartered Bank		
14	Bank of America		
15	Emirates bank NBD		
16	Shinhan Bank		

Tax Compliance Clauses Related to GST

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

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

Signature and Seal of the tenderer

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.

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: _____

Ref: NIT No. TC/Monsoon Protection Shed/2026 dated 03.04.2026

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: NIT No. TC/Monsoon Protection Shed/2026 dated 03.04..2026

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 :-

Benefits to Micro and Small Enterprises:

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

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

(b) Purchase Preference for MSE :

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

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

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

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

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

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

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

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

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

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

Note:

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

Trade Receivables e-Discounting System (TReDS)

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

1. Receivables Exchange of India (RXIL), which is a joint-venture between National Stock Exchange and SIDBI;
2. A.TReDS.Ltd. (Invoice Mart), a joint-venture between Axis Bank and Mjunction Services; and
3. Mynd Solution which runs M1 Exchange

Contact details are given below:

Name of Exchange	Contact Name	Contact No.	Email-id
RXIL	Mr. Shubham Halkatti	+91 9004121674 022 6903 3000	Shubham.Halkatti@rxil.in support@rxil.in; info@rxil.in
Invoice Mart	Mr. Amit Dutta	+91 8369204066 (022) 6235-7373	amit1.Dutta@invoicemart.com helpdesk@invoicemart.com
M1 Exchange	Mr. Ankit Kumar Singh	+91 9800250394 1800-103-7261	ankit.singh@m1exchnage.com

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

Benefits to MSME Seller:

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

Steps Involved for registration at Platform:

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

A dedicated customer Management Team will be available for all the "TReDS Platform" by these platforms for any related queries. RCF will not entertain any queries related to any of these platforms. Payments to be taken through "TReDS" or directly from RCF is a sole discretion of the vendor. RCF shall not intervene in the vendor's decision to place their invoices on "TReDS " Platform or directly taking payments from RCF.

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

Public Procurement (Preference to Make in India), Order 2017- Revisions

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

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

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

Now therefore the following Order is issued:

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

2. Definitions: For the purpose of this Order:

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

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

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

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

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

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

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

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

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

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

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

(b) Only 'Class –I local supplier' and 'Class- II Local supplier' , as defined under the Order, shall be eligible to bid in procurements undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, ' Non-Local supplier shall also be eligible to bid along with ' Class-I' local suppliers and 'Class –II local suppliers. In procurement of all goods, services or works, not covered by sub para 3(a) above, and with estimated value of Purchases less than Rs. 200 Crore,

in accordance with Rule 161 (iv) of GFR 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

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

3A. Purchase Preference:

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

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

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

3B Applicability in tenders where contract is to be awarded to multiple bidders:

In tenders where contract is awarded to multiple bidders subject to matching of L-1 rates or otherwise, the 'Class I Local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-Local supplier' as per following procedure:

- a. In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only 'Class-I local suppliers' shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class-I Local suppliers'.

- b. In other cases, 'Class-II local suppliers' and 'Non-local suppliers' may also participate in the bidding process along with 'Class-I Local suppliers' as per provisions of this Order.
 - c. If 'Class-I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class-I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class-I Local supplier' over 'Class-II Local suppliers' / 'Non-local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class-I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
 - d. First purchase preference has to be given to the lowest quoting 'Class-I local supplier' whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I Local supplier' does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I Local supplier', falling within 20% margin of purchase preference, and so on.
 - e. To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I Local supplier' within the broad policy guidelines stipulated in sub-paragraphs above.
4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
 5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50% . For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I Local supplier'/'Class-II local supplier'. For the items, for which Nodal Ministry/Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for the 'Class-I local supplier'/'Class-II local supplier' respectively.
 6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
 7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
 8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
 9. **Verification of local content:**
 - a. The 'Class-I local supplier'/'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of

the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.

- c. Decisions on complaints relating to Implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
- d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's / accountant's certificates on random basis and in the case of complaints.
- e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry / Department or in some other manner;
 - ii. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier' / 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above

d. Reciprocity Clause:

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and / or compete in procurement by any foreign government due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc. It shall provide such details to all its procuring entities including CMD/CEO's of PSEs/PSUs. State Government and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.

- ii. Entities of countries which have been identified by the nodal Ministry / Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry / Department, except for the list of items published by the Ministry /Department permitting their participation.
- iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall be also necessarily have the above provisions for items identified by nodal Ministry / Department.
- iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
- v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certifications is required to be stipulated because of non-availability of Indian Standards and/ or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
- f. "All administrative Ministries/ Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website".

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

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

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

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

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

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

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

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

- 15. Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

- 16. Standing Committee:** A standing committee is hereby constituted with the following membership:

Secretary, Department for Promotion of Industry and Internal Trade– Chairman

Secretary, Commerce – Member

Secretary, Ministry of Electronics and Information Technology – Member

Joint Secretary (Public Procurement), Department of Expenditure – Member

Joint Secretary (DPIIT) – Member-Convenor

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

- 17. Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- a. Shall oversee the implementation of this order and issues arising therefrom, and make recommendation to Nodal Ministries and procuring entities.
- b. Shall annually assess and periodically monitor compliance with this Order
- c. Shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. May require furnishing of details or returns regarding compliance with this Order and related matters
- e. May, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. May examine cases covered by paragraph 13 above relating to manufacture under license / technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- g. May consider any other issue relating to this Order which may arise.

- 18. Removal of difficulties:** Ministries / Departments and the Board of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

- 19. Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
- 20. Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.

.....XXXXXXXX.....

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.: **RCF NIT:TC/Monsoon Protection Shed/ dated 03.04.2026**

_____ 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. TC/Monsoon Protection Shed/2026** dated. **03.04.2026** inviting bids for

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

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

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

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

NOW, THEREFORE,

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

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

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

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

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

1. Commitments of RCF:

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

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

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

2. Preceding misconduct:

2.1 In case any preceding misconduct on the part of any official(s) is reported by the BIDDER to the Independent Monitor with full and verifiable facts and the same is prima facie found to be correct by the Independent Monitor, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by RCF and such a person shall be debarred from

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Sign and stamp of the Bidder & company seal Or Digitally signed by the Bidder Date:

further dealings related to contract process. In such a case while an enquiry is being conducted by RCF the proceedings under the contract would not be stalled.

3. Commitments of BIDDER:

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

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

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

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

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

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

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

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

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

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

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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.

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Date:*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Independent Monitor:

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

1. Shri B Siddhartha Kumar

H. No. 3-7- 44, Plot No. 44,

Padma Nilayam, Street No.- 15,

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Sign and stamp of the Bidder & company seal Or Digitally signed by the Bidder
Date:

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

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

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

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

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

This tender is digitally signed by RCF hence no sign and stamp required

*Sign and stamp of the Bidder & company seal Or Digitally signed by the Bidder
Date:*

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.

This tender is digitally signed by RCF hence no sign and stamp required

*Sign and stamp of the Bidder & company seal Or Digitally signed by the Bidder
Date:*

Land Border Declaration**Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs), 2017 (OM no. 6/18/2019-PPD dated 23rd July 2020)**

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.
- II. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

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

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

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

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

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

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has

ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. Certificate regarding compliance

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

Format of Certificate

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this 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

Format of Certificate
Land Border Declaration

Date: _____

Ref: NIT No. TC/Monsoon Protection Shed/2026 dated 03.04.2026

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.].

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

Name :-

Designation :-

Company / Organization :-

Relaxation to Start up Bidders

“

A) Start-up bidders must submit the following documents:

a) Start-Up registration certificate issued by the Department of Industrial Policy and Promotion (DIPP). Year of incorporation of Start-Up shall not be more than ten years from the due date of the tender.

b) Certificate from a Chartered Accountant (CA) with Unique Document Identification Number (UDIN), verifying that the Start-Up has not exceeded the financial turnover limit of Rs 100 crores (or as revised by the Government of India) in any of the preceding financial years since incorporation.

B) Start-up bidders has to submit all the requisite documents required for techno-commercial pre-qualification as specified in the bid/NIT document.

Following relaxations will be given to Start-up bidders:

1) 25% relaxation in average turnover criteria

2) 25% relaxation in past experience criteria, applicable to value or quantity only

No relaxation or exemptions will be provided in respect of other pre-qualification criteria, including technical requirements.

C) Exemption from Earnest Money Deposit (EMD): Start-up bidders are not required to submit EMD.

”

ANNEXURE - XV

BID ABSTRACT SHEET		
Sr. No	Criteria For Consideration For Pre-Qualification	Bidder to Indicate
1.	MAD Clause	Agreed/Disagreed
2.	Duly Filled, signed and stamped status of tenderer (Annexure -I)	Enclosed/ Not Enclosed
3.	Duly Filled, signed and stamped tender authorization form. (Annexure III)	Enclosed/ Not Enclosed
4.	Duly Filled, signed and stamped Vendor data Updation form. (Annexure IV)	Enclosed/ Not Enclosed
5.	Duly Filled, signed and stamped declaration of status of Debarment Listing/Blacklisting/Holiday listing order issued by RCF limited or Ministry of Chemicals and fertilizers (Annexure VII)	Enclosed/ Not Enclosed
6.	Declaration Regarding Common directors(Annexure VIII)	Enclosed/ Not Enclosed
7.	Duly Filled, signed and stamped declaration of local content as per Make in India Policy by GoI. (Annexure XI)	Enclosed/ Not Enclosed
8.	Duly Filled, signed and stamped Integrity Pact(Annexure XII)	Enclosed/ Not Enclosed
9.	Duly Filled, signed and stamped Land Border Declaration. (Annexure XIII)	Enclosed/ Not Enclosed
10.	Is the bidder a startup?	Yes/No
11.	Has the bidder submitted relevant documents related to start up?	Yes/No
12.	Is the Bidder MSME?	Yes/No
13.	Has the bidder submitted UDYAM certificate/relevant document proof of MSME status	Yes/No
14.	Duly signed and stamped copy of NIT.	Enclosed/ Not Enclosed
15.	Duly signed and stamped GeM Bid documents.(GeM GTC)	Enclosed/ Not Enclosed
16.	Duly Filled, signed and stamped Bid Abstract sheet (Annexure XV)	Enclosed/ Not Enclosed

SIGNATURE:

DATE:

NAME & DESIGNATION