राष्ट्रीय केमिकल्स एण्ड फर्टिलाइजर्स लिमिटेड
RASHTRIYA CHEMICALS & FERTILIZERS LIMITED
(भारत सरकार का उपक्रम) (A Government of India Undertaking)
प्रशासनिक भवन, चेंबूर, मुंबई - 400 074, महाराष्ट्र, भारत
Administrative Building, Chembur, Mumbai 400 074. Maharashtra, INDIA
संपर्क क्र. (Phone) : 00 91 22 2552 2242/2753/2608

NOTICE INVITING TENDER (NIT) FOR SUPPLY OF MAP/DAP IN BULK

ई-निविदा क्र. e-TENDER NO.: **DC/MR-21907** दिनांक DATE: **19-NOV-2026**

उत्पाद PRODUCT: **MONO-AMMONIUM PHOSPHATE (MAP) / DI-AMMONIUM PHOSPHATE (DAP) IN BULK**

मात्रा QUANTITY : **AS PER NIT**

महत्वपूर्ण तिथियॉ Important Dates

निविदा दस्तावेज डाउनलोड करने के लिए अंतिम तिथि तथा समय Last Date & Time for downloading of NIT documents	:	**30-NOV-2026 up to 1130 Hrs IST**
ई-निविदा प्रस्तुत करने के लिए अंतिम तिथि तथा समय Last Date & Time of Submission of e-Tender	:	**30-NOV-2026 up to 1130 Hrs IST**
ई-निविदा खोलने के लिए तिथि तथा समय Date & Time of Opening of e-Tenders	:	**30-NOV-2026 at 1200 Hrs IST**
ऑनलाइन बोली प्रस्तुत करने के लिए वेबसाइट **Website for Online bid Submission**	:	https://eprocure.gov.in/eprocure/app

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

Contacts:

1) RCF Helpline Number: 022-2552 2899 (10.00 a.m. to 5.00 p.m.)
2) For CPP website related queries please call at 24 x 7 Help Desk Number 0120-4001 002,0120-4001 005,0120- 4493395, International Bidders are requested to prefix +91 as country code
3) Mr. Abhishek Joshi e-mail: abhishek.joshi@rcfltd.com /TEL: +91 22 2552 2891
4) Mr. Rohit P. Sute e-mail: rpsute@rcfltd.com /TEL: +91 22 2552 2608
5) Mr. Mahesh Padghan e-mail: mspadghan@rcfltd.com /TEL: +91 22 2552 2325
6) Mr. Srijesh Menon e-mail: ssmenon@rcfltd.com / TEL.: +91 22 2552 2753
7) Mr. Sanjay D. Bharambe e-mail: sanjaybharambe@rcfltd.com / TEL.: +91 22 2552 2242

Notes:

- The vendors participating in this tender by downloading NIT documents from website shall furnish relevant documents as applicable to their respective category as mentioned in pre-qualification criteria in the packet No. 2.
- The vendors who do not furnish the relevant documents along with the offer, shall not be considered for pre-qualification and their offer shall not be evaluated further.
- Original Bid Bond/towards EMD and documents for Pre-qualification (if not a pre-qualified vendor) shall reach RCF on following address on or before the tender closing time.

GENERAL MANAGER (COMMERCIAL)

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THIS TENDER DOCUMENT CONTAINS:

Sr. No.	Documents	Item details	Pages
1.	NIT	NOTICE INVITING TENDER - TERMS AND CONDITIONS FOR SUPPLY OF MAP/DAP	3-9
2.	ANNEXURE – A	PRE-QUALIFICATION CRITERIA FOR MAP/DAP	10
3.	ANNEXURE – B	FORMAT -TECHNICAL & COMMERCIAL BID FOR MAP/DAP	11-13
4.	ANNEXURE – C	E-TENDERING PROCEDURE	14-16
5.	ANNEXURE – D	FORMAT – PROCESS COMPLIANCE	17
6.	ANNEXURE – E	INTEGRITY PACT	18-25
7.	ANNEXURE – F	DEBARMENT OF FIRMS FROM BIDDING (HOLIDAY/DE-LISTING/BLACK-LISTING)	26-28
8.	ANNEXURE – G	COMPLIANCE WITH GOODS AND SERVICES TAX (GST)	29-30
9.	ANNEXURE – H	RESTRICTIONS UNDER RULE 144 (XI) OF THE GENERAL FINANCIAL RULES (GFRS), 2017 (OM NO. 6/18/2019-PPD DATED 23RD JULY 2020)	31-32
10.	GTC	GENERAL TERMS AND CONDITIONS (Attached as separate document)	1-20

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NOTICE INVITING TENDER (NIT)
TERMS AND CONDITIONS FOR SUPPLY OF MAP/DAP

This is a Notice Inviting Tenders (NIT) from producers/manufacturers, suppliers/authorized traders for supply of Mono-Ammonium Phosphate (MAP) / Di-Ammonium Phosphate (DAP) in bulk, meeting the specifications as specified hereinafter as per the terms and conditions stated hereinafter:

1.00 Tender No.: **DC/MR-21907**

2.00 Product and Packing: MAP (Granular) / DAP (Granular) in bulk

3.00 Specifications:

A. Mono-Ammonium Phosphate

Mono-Ammonium Phosphate (10-50)		**Mono-Ammonium Phosphate (11-52) as per Indian Fertilizers Control Order 1985 and latest Amendments**	
Total Nitrogen per cent by weight on dry basis, minimum	10.00	Total Nitrogen all in ammoniacal form per cent by weight, minimum	11.0
Nitrogen as Ammonical Nitrogen per cent by weight on dry basis, minimum	10		
Total Nitrogen in the form of Urea	NIL		
Total P_2O_5 percent by weight on dry basis, minimum	50.00	Available Phosphorus (as P_2O_5) per cent by weight, minimum	52.0
Water Soluble P_2O_5 percent by weight on dry basis, minimum	40.00	Water soluble phosphorous (as P_2O_5) per cent by weight, minimum	44.5
Moisture percent by weight, maximum	03.00	Moisture per cent by weight, maximum	1.0
Particle Size: Bidder to specify particle Size		Particle Size - Minimum 90 per cent of the material shall be retained between 1mm and 4 mm IS sieve	
Colour: Light Colour		Color: Light Colour	

B. Di-Ammonium Phosphate

Di-Ammonium Phosphate (18-46) as per Indian Fertilizers Control Order 1985 and latest Amendments	
Total Nitrogen (Ammoniacal and Urea) per cent by weight, minimum	18.0
Ammoniacal Nitrogen per cent by weight, minimum	15.5
Available Phosphorus (as P_2O_5) per cent by weight, minimum	46.0
Water soluble phosphorus (as P_2O_5) per cent by weight, minimum	39.5
Moisture per cent by weight, maximum	2.50
Particle Size - Minimum 90 per cent of the material shall be retained between 1mm and 4 mm IS sieve	
Colour: Light Colour	

Notes:

1. Bidder to confirm the detailed specifications & Country of Origin of the product offered.
2. Bidder to furnish the Support letter of producer to confirm the detail specifications of product offered. However, Bidder can also supply material meeting the product specification from any source/producer.
3. Urea Nitrogen is not desired in MAP/DAP. The tenderers shall indicate the content of Urea Nitrogen, if any, in MAP/DAP. No credit shall be given to the contents of Urea Nitrogen in MAP/DAP during evaluation of the offers.
4. Bidders are requested to submit their offer with guaranteed values against the above constituents as specified at Clause 3.00, as the same shall be used for evaluation. Any offer with "typical" or "indicative" values of the above constituents shall not be accepted.
5. Bidders to confirm the nutrients in the offered product (Total P_2O_5 & Total Nitrogen) on "Dry Basis" or on "Wet Basis". If dry/wet is not specified, it will be considered as on "Dry Basis".
6. The offers of MAP & DAP shall be evaluated based on:
   (i) Nitrogen content as Ammonical Nitrogen in the product on "Dry Basis" (Minimum)
   (ii) Total P_2O_5 content in the product on "Dry Basis" (Minimum).
   (iii) Moisture content (Maximum).
7. The Nitrogen price shall be taken as **Rs 61,600/- PMT** for evaluation.

8. The evaluation shall be done on 100% P_2O_5 basis based on the product offered by the bidders. A sample evaluation sheet for MAP (10-50)/ DAP (18-46) is enclosed as **Attachment –I. "For the purpose of price evaluation, no adjustment, loading, or advantage shall be provided to any bidder on account of lower moisture content offered than the specified maximum limit. All bids shall be evaluated strictly based on sample evaluation sheet irrespective of the actual or offered moisture percentage, provided it meets the tender specification."**
9. Bidders to furnish Material Safety Data Sheet **(MSDS)** for offered product along with the offer.

3.01 Mutually Agreed Damages on Account of Higher Moisture:

RCF shall not accept the consignment if the moisture content is higher than 3%.

In the event the moisture content based on the analysis report of the independent Inspection Agency appointed by RCF and Supplier at load port is lower than 3% but higher than the maximum moisture guaranteed by the bidder, the consignment shall be accepted after deducting quantity equivalent to excess Moisture content over and above guaranteed Moisture from the BL quantity and invoicing on applicable CFR price.

3.02 Mutually Agreed Damages on Account of Lesser Nutrients:

For MAP (10:50):

A) In case Ammonical Nitrogen content is found to be lower than guaranteed minimum percentage and is not below 10% and / or Total P_2O_5 content is found to be lower than guaranteed minimum percentage and not below 50%, the consignment shall be accepted with a rebate of **two times** on pro-rata basis on applicable CFR price.

B) In case Ammonical Nitrogen content is found to be lower than 10% and / or Total P_2O_5 content is found to be lower than 50%, RCF shall have the right to reject the consignment or accept at its sole discretion. However, in case RCF accepts the consignment, at its sole discretion, in such case the mutually agreed damage on account of such lower nutrient content shall be equivalent to the following and the supplier agrees to invoice RCF after reducing the price by the rebate stated hereunder:

Ammonical Nitrogen: **Two times** pro-rata rebate for Ammonical Nitrogen percentage lower than guaranteed minimum upto 10% Ammonical Nitrogen percentage plus **Five times** pro-rata rebate for Ammonical Nitrogen percentage lower than 10% upto actual analyzed Ammonical Nitrogen percentage.

Total P_2O_5: Two times pro-rata rebate for Total P_2O_5 percentage lower than guaranteed minimum upto 50% P_2O_5 percentage plus **Five times** pro-rata rebate for Total P_2O_5 percentage lower than 50% upto actual analyzed Total P_2O_5 percentage.

For MAP (11:52):

A) In case Ammonical Nitrogen content is found to be lower than guaranteed minimum percentage and is not below 11% and / or Total P_2O_5 content is found to be lower than guaranteed minimum percentage and not below 52%, the consignment shall be accepted with a rebate of **two times** on pro-rata basis on applicable CFR price.

B) In case Ammonical Nitrogen content is found to be lower than 11% and / or Total P_2O_5 content is found to be lower than 52%, RCF shall have the right to reject the consignment or accept at its sole discretion. However, in case RCF accepts the consignment, at its sole discretion, in such case the mutually agreed damage on account of such lower nutrient content shall be equivalent to the following and the supplier agrees to invoice RCF after reducing the price by the rebate stated hereunder:

Ammonical Nitrogen: **Two times** pro-rata rebate for Ammonical Nitrogen percentage lower than guaranteed minimum upto 11% Ammonical Nitrogen percentage plus **Five times** pro-rata rebate for Ammonical Nitrogen percentage lower than 11% upto actual analyzed Ammonical Nitrogen percentage.

Total P_2O_5: Two times pro-rata rebate for Total P_2O_5 percentage lower than guaranteed minimum upto 52% P_2O_5 percentage plus **Five times** pro-rata rebate for Total P_2O_5 percentage lower than 52% upto actual analyzed Total P_2O_5 percentage.

For DAP (18:46):

A) In case Ammonical Nitrogen content is found to be lower than guaranteed minimum percentage and is not below 18% and / or Total P_2O_5 content is found to be lower than guaranteed minimum percentage and not below 46%, the consignment shall be accepted with a rebate of **two times** on pro-rata basis on applicable CFR price.

B) In case Ammonical Nitrogen content is found to be lower than 18% and / or Total P_2O_5 content is found to be lower than 46%, RCF shall have the right to reject the consignment or accept at its sole discretion. However, in case RCF accepts the consignment, at its sole discretion, in such case the mutually agreed damage on account of such lower nutrient content shall be equivalent to the following and the supplier agrees to invoice RCF after reducing the price by the rebate stated hereunder:

Ammonical Nitrogen: **Two times** pro-rata rebate for Ammonical Nitrogen percentage lower than guaranteed minimum upto 18% Ammonical Nitrogen percentage plus **Five times** pro-rata rebate for Ammonical Nitrogen percentage lower than 18% upto actual analyzed Ammonical Nitrogen percentage.

Total P_2O_5: Two times pro-rata rebate for P_2O_5 percentage lower than guaranteed minimum upto 46% Total P_2O_5 percentage plus **Five times** pro-rata rebate for Total P_2O_5 percentage lower than 46% upto actual analyzed Total P_2O_5 percentage.
The rebate shall be applicable on the CFR price.
It is agreed by the supplier that the rebate to be offered as aforestated shall be exclusive of each deviation and has to be given for each of the deviation at the rates specified hereinabove.

Invoicing shall be done as mentioned in the NIT under Payment Terms.

In the event of rejection of material by RCF due to deviation in quality (higher moisture and lower Nitrogen & P_2O_5 than specified), it is agreed that RCF shall have the right to exercise any or both of the following options:

a) To cancel the contract either entirely or to the extent of rejected portion thereof and purchase the material at the risk and cost of the supplier. RCF shall be entitled to recover such additional cost by invoking the PG Bond.

b) To purchase from other source without notice to the supplier, at the risk and cost of the supplier, the material or material of similar description for which RCF shall have unfettered right to decide such option without canceling the contract in respect of the consignment(s) not yet due for delivery. RCF shall be entitled to recover such additional cost by invoking the PG Bond.

3.03 Mutually Agreed Damages on Account of Lesser Nutrients: For other grades of MAP/DAP, the mutually Agreed Damages on account of lesser Nutrients shall be in line with above clause 3.02.

4.00 Tender Quantity: 30,000 MT (+/-10% MOLOO)

5.00 Earnest Money Deposit (EMD): Refer Clause 4.00 of GTC

For Category (i)	Nil
For Category (ii)	US$ 1.00 PMT or equivalent Indian Rs.
For Category (iii)	US$ 2.00 PMT or equivalent Indian Rs.

In addition to submission of EMD as mentioned in clause 4.00 of GTC, EMD may also be submitted by Telegraphic Transfer mentioning reference of subject Tender No.
The Bank Details are as follows:

State Bank of India, Commercial Branch, NGN Vaidya Marg, Fort, Mumbai-400023, Branch Code:**06070** SWIFT No**.: SBININ BB 101** to be credited to M/s Rashtriya Chemicals & Fertilizers Ltd., Trombay Unit, Current A/c No.: **30038480740**

Original Bid Bond (Hard copy) towards EMD should reach RCF on or before the due date & time of tender opening.

6.00 Performance Guarantee Bond (PGB): Refer Clause 5.00 of GTC

For Category (i)	NIL
For Category (ii)	3% of contract value.
For Category (iii)	5% of contract value.

7.00 Last Date of Receipt of Tenders: **30-NOV-2026 at 1130 Hrs. IST**

8.00 Tender Opening Date & Time:

(i) Technical & Un-priced Bid: **30-NOV-2026 at 1200 Hrs. IST**

(ii) Price Bid: To be intimated separately.

9.00 Place of Opening: Rashtriya Chemicals & Fertilizers Ltd., Administrative Bldg., Gr. Floor, Room No.: 23, Chembur, Mumbai – 400 074.

10.00 Validity of Offer:

Offers shall be valid for a period of **15 (Fifteen)** days from the date of closing of tender, excluding the day of closing of tender and shall not be withdrawn by the party during its validity.

11.00 Goods and Service Tax Registration: (In case of indigenous suppliers)
Also Refer **ANNEXURE-K** for Compliance with Goods and Services Tax (GST

12.00 Shipment quantity, Shipment Period & Discharge Port Details:

12.01 Shipment Quantity & Shipment Period:

Sr. No.	Product	Shipment Quantity (+/-10% MOLOO)	Shipment Period	Colour
1.	MAP (10:50)/MAP (11:52)/DAP (18:46)	30,000 MT	Within 30 days from date of Purchase Order/LOI	Light Colour

12.02 Discharge Port & Details of Discharge Port:

Discharge Port	Rate of Discharge	Beam	LOA	*Draft
MBPT (ID)	1,500 PWWD SHEXEIU	85′	585′	30′

Rate of discharge applicable per weather working day (PWWD) basis 4 or more available / workable holds/hatches, pro-rata if less.

*In case of higher draft as per port permissible limit if required, the vessel may have to be lightened at outer berths viz. BPX/BPS etc. before berthing at inner berths Indira Dock.

13.00 Analysis & Sampling:

13.01 The analysis shall be carried out by internationally reputed independent inspection agency appointed by RCF at load port.

13.02 The representative composite samples for determining the quality and for verification of the various constituents detailed under clause 3.00 of NIT shall be drawn in the customary manner during loading operations by inspection agency appointed by RCF.

13.03 The supplier, if so desires, can nominate their representative to supervise the Draft Survey and drawl of samples at their own expenses.

13.04 Samples drawn by inspection agency during loading operation shall be sealed in glass jars, two of which shall be sent to RCF with the Master of the vessel for delivery to RCF's nominees at port of discharge, two to be retained by RCF's representative appointed at load port for checking and analysis purpose and other two to be given to suppliers for reference. A certificate of sampling detailing destination of the samples shall be made out and signed by both the parties to the sampling process.

13.05 However, in case of contestation as regards any of the constituents, one of the samples retained by the RCF's representative or samples received through Master of the vessel shall be sent to a neutral body/agency or laboratory to be mutually agreed upon for umpire analysis. Results of the umpire analysis will be final and binding on both the parties and the cost for such analysis will be borne by the losing party i.e., party whose analysis differs from the umpire analysis more widely.

13.06 Inspection at Discharge Port:

In case RCF does not appoint inspection agency at the load port, the independent inspection agency at discharge port will be appointed for inspection of the cargo, analysis of the samples and draft survey. The inspection agency shall draw six samples, two for RCF Ltd, two for representative of the supplier and two for umpire analysis to be retained by RCF. In such case, supplier shall depute their authorized representative to witness sampling and draft survey. The results thus obtained shall be final and binding on both the parties including rebates on account of excess moisture and lesser P_2O_5 as mentioned in clause 3.01 & 3.02 respectively.

14.00 Weighment:

Weighment shall be as determined by draft survey conducted through an independent internationally reputed surveyor/inspection agency appointed by RCF at loading port at RCF's cost.

15.00 Inspection at load port by agency appointed by Supplier: The Supplier shall also appoint Internationally Reputed Inspection Agency at load port as per GTC Clause 11.03 for carrying out Inspection (Sampling, Analysis and weighment).

16.00 Payment Term:

The Payment Term shall be as per GTC Clause No.: 9.00. The LC shall be established on shipment-to-shipment basis on nomination of the vessel. In addition to the documents mentioned in GTC Clause No.: 9.00, the following documents shall also form part of LC documents:

- Certificate Of Quality (Analysis Report) from independent inspection agency appointed by RCF.
- Certificate Of Weight & Draft Survey Report from independent inspection agency appointed by RCF.
- Certificate Of Quality (Analysis Report) from independent inspection agency appointed by Supplier.
- Certificate Of Weight & Draft Survey Report from independent inspection agency appointed by Supplier.

The shipment value shall be calculated as per PO terms based on the reports of both the Inspection Agencies as mentioned above. The shipment value thus calculated, whichever is less, shall be considered for invoicing / payment purpose.

17.00 Operation Of Contract:

a. In order to consider operation of the contract on FOB basis, supplier shall provide lay can and name of load port as per the agreed shipment schedule ensuring the readiness of cargo during the provided laycan.

b. After receipt of laycan and load port, RCF shall send communication either nominating suitable vessel for operating contract on FOB basis OR for supply on CFR basis.
In case of FOB, after nomination of vessel by RCF, the supplier shall not be allowed to change port of loading and laycan.

c. On receipt of communication from RCF for supply on CFR basis, supplier to nominate suitable vessel and ship the cargo within the contractual shipment period.
The shipment period mentioned in the NIT clause No.12 shall include all the above activities.

18.00 With reference to Notification No. F.No. 6/18/2019-PPD dated 23.07.2020 issued by Department of Expenditure, Ministry of Finance, Govt. Of India the following may be noted: (**Annexure- J**)

i) Any bidder from a country which shares a land border with India shall be eligible to bid only if the bidder is registered with Competent Authority as specified in the above-mentioned notification.
ii) A Copy of Registration Certificate in respect of (i) above shall be furnished along with bid, failing which the bid shall be rejected.

19.00 Additional Clauses:

a. Bidder has to ensure that parties involved, directly or indirectly in the transaction including their banker, shipper, vessel owner, Captain of vessel, supplier etc. should not be in sanction list of OFAC, EU, UK and/or any other country. At the same time bidder has to ensure that submitted documents (shipping documents, commercial invoice etc.) should not bear the name of any

sanctioned entity or persons and should be clear documents to ensure smooth transaction and payment.

b. Bidder may note that any of the shipments for which the load port or the voyage are within Ukraine, Ukraine territorial waters, Sea of Azov, Russian Black Sea ports, Sea of Azov ports and Russian territories within 200 kms of the Ukrainian Border shall not be accepted.

20.00 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 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.

21.00 If the origin of cargo or the shipment to be supplied is from/thru/within any High-Risk Area (HRA) then the vessel acceptance for such shipments shall be subject to due-diligence, confirmation and final clearance from the concerned institutions/authorities. Further, for such shipments from/thru/within any High-Risk Area (HRA), a certified copy of NOR (Notice of Readiness) tendered and accepted by receivers or their agents at the nominated Indian discharge port shall be part of documents under LC.

22.00 The other terms & conditions shall be as per the enclosed **General Terms & Conditions (GTC)** and the annexures thereto (attached as separate document).

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संपर्क क्र. (Phone) : 00 91 22 2552 2242/2753/2608

ATTACHMENT-I

1. SAMPLE EVALUATION OF MAP/DAP:

	PRODUCT			**MAP**	**DAP**
	AMMONICAL NITROGEN AND P2O5 GUARANTEED BY BIDDER			**10-50**	**18-46**
Sr No:	**DESCRIPTION**				
1	CFR SIGHT PRICE	US$ PMT		**200.00**	**200.00**
2	INSURANCE	0.0220%		0.0440	0.0440
3	ASSESSABLE VALUE (AV) CIF			200.04	200.04
4	CUSTOMS DUTY OR AIDC (AV x % DUTY) *	5.00%		10.00	10.00
5	SOCIAL WELFARE SURCHARGE ON CUSTOMS DUTY OR AIDC	0.00%		0.00	0.00
6	IGST DUTY (AV+CUST DUTY OR AIDC) *	5.00%		10.50	10.50
7	STAMP DUTY	0.10%	0.1% (4+5+6)	0.22	0.22
8	L/C CHARGES on CFR PRICE	0.14%		0.28	0.28
9	DEMURRAGE DUE TO DEVIATION IN SHIPPING TERMS	US$ PMT		0.00	0.00
10	LANDED PRICE AT PORT	US$ PMT	(1+2+4+5+6+7+8+9)	221.05	221.05
11	ITC ON IGST	5%		10.50	10.50
12	PRICE AT PORT LESS ITC		(10-11)	210.55	210.55
13	RBI REFERENCE RATE US$ to Rs. **	**94**		94.0000	94.0000
14	PRICE AT PORT LESS ITC	Rs PMT	(12 X 13)	19791.39	19791.39
15	HANDLING / TRANSPORTATION CHARGES PORT TO RCF FACTORY ***	Rs. PMT		979.75	979.75
16	PRICE AT RCF	Rs. PMT	(14 + 15)	20771.14	20771.14
17	MOISTURE (STANDARD AS 3%)	%		**3.00**	**2.50**
18	PRODUCT LESS MOISTURE	%		97.00	97.50
19	PRICE AT RCF-DRY BASIS	RS PMT	(16/18)	21413.55	21303.74
20	COST OF AMMONIACAL NITROGEN	Rs. PMT	AS PER NIT	**61600.00**	**61600.00**
21	AMMONIACAL NITROGEN IN THE PRODUCT	%		**10.00**	**18.00**
22	COST OF AMMONIACAL NITROGEN IN THE PRODUCT	Rs. PMT	(20 X 21)	6160.00	11088.00
23	NET COST OF P2O5 IN THE PRODUCT (DRY BASIS)	Rs. PMT	(19 - 22)	15253.55	10215.74
24	P2O5 OFFERED IN PRODUCT	%		**50.00**	**46.00**
25	**COST OF P2O5 ON 100% BASIS THROUGH PRODUCT**	**Rs/MT**	**(23 / 24)**	**30,507.10**	**22,208.13**
	NOTES				
*	CUSTOMS DUTY AS APPLICABLE				
**	RBI REFERENCE RATE ON DATE OF OPENING OF PRICE BID				
***	THE HANDLING/TRANSPORTATION CHARGES FROM MBPT ID TO RCF FACTORY: RS. 979.75 PMT				

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(भारत सरकार का उपक्रम) (A Government of India Undertaking)
प्रशासनिक भवन, चेंबूर, मुंबई - 400 074, महाराष्ट्र, भारत
Administrative Building, Chembur, Mumbai 400 074. Maharashtra, INDIA
संपर्क क्र. (Phone) : 00 91 22 2552 2242/2753/2608

ANNEXURE-A

PRE-QUALIFICATION FOR TENDER NO.: DC/MR-21907 FOR SUPPLY OF MAP / DAP

Category – I	Producers
Category – II	Reputed International Traders those who have supplied the material (Fertilizer product) in bulk to India at least for any two years in the last seven years. The shipment quantity in each case shall be of minimum 20,000 MT +/-10 % in bulk.
Category – III	Other Traders: Vendors who do not fall under the above-mentioned categories, who have globally supplied at least one shipment of minimum 20,000 MT +/-10 % quantity of material (Fertilizer product) in bulk during the last seven years

I. For pre-qualification, the vendors to furnish the following details / documents:

Sr. No.	DETAILS/ DOCUMENTS TO BE FURNISHED BY ALL VENDORS:
1.	Name of the Firm / vendor and Company details (Complete address with Tel No. Fax No. email etc., Name of Directors / Chief Executive, History, Structure of the Organization and Vendor Category in the following format (To be filled in English language, printed on firm's letterhead & duly signed) 1. Organization/Firm's Name:…… 2. Contact Address:…… Phone No:……Fax no:……..e-mail:…… 3. Contact person:…… Phone No:……..e-mail:…… 4. Details of Firm's CEO & Directors: …… 5. History of the Organization/Firm:…….. 6. Structure of the Organization/Firm:…… 7. Category Applied for: **Category I** (Producers)/ **Category II** (Reputed International Traders)/**Category III** (Others Traders)
2.	Complete technical details / specification of the product for which pre-qualification is sought.
3.	Financial Statements (Annual Reports): **For Category – I & II Vendors**: Financial Statements (Annual Reports) for the last financial year showing positive net worth. **For Category – III Vendor**: Financial Statements (Annual Reports) for last 03 years.
4.	In case the vendors have any representatives in India, they shall submit a copy of their agreement with the Indian representative giving the details of their relationship with the Indian representative.
5.	**ADDITIONAL DOCUMENTS TO BE FURNISHED IN CASE OF VENDORS UNDER CATEGORY-II:**
	Documentary evidence viz. BL / Invoice for having supplied the material (Fertilizer product) into India for at least 2 years in the last 07 years including the current financial year. The shipment quantity in each case shall be of minimum 20,000 MT +/-10 % in bulk.
6.	**ADDITIONAL DOCUMENTS TO BE FURNISHED IN CASE OF VENDORS UNDER CATEGORY-III:**
	Documentary evidence viz. BL / Invoice for having globally supplied at least one shipment of minimum 20,000 MT +/-10 % quantity of material (Fertilizer product) in bulk during the last seven years. The net worth of the Bidder firm (manufacturer or principal of authorized representative) should not be negative on 'The Relevant Date'. It means the net worth of the Bidder should not be negative in the balance sheet of last financial year. Net Worth of bidder should have not eroded by more than 30% (thirty percent) in the last three years, ending on 'The Relevant Date'. It means the net worth of last financial year should not be less than 30% compared to the 3rd last financial year. In case the date of constitution/ incorporation of the bidder is less than 3 years old, the following will be applicable: - The Net Worth in each of these years should not be negative. - Net Worth in respect of the immediate previous financial year should not have eroded more 30 per cent than that of its previously audited financial statement. - The Financial Statements (Annual Reports) in respect of the completed financial years after the date of constitution shall be furnished. In case the Bidder has completed financial statements of only preceding year, the clause of net worth erosion will not be applicable. Certificate as regards net worth issued by Chartered Accountant with UDIN Number or certified financial Auditor of their country.

The vendors will be Pre-qualified based on the above criteria and offers of only those bidders who meet these criteria shall be considered.

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ANNEXURE-B

TECHNICAL CUM UN PRICED COMMERCIAL BID
FOR SUPPLY OF MAP/DAP
NIT No. DC/MR-21907

(This Annexure is to be submitted in **Packet 3**)

a. THIS ANNEXURE IS TO BE FILLED WITH PROPER SIGN AND STAMP
b. STRIKE OUT THE OPTION WHICH IS NOT APPLICABLE

NAME OF THE BIDDER: _____

Address : _____Contact Person Name :_____
Telephone No:_____ Fax No.:_____

Mobile No._____ E-mail ID: _____

SR. NO.	Technical & Commercial clauses	NIT-GTC Clause reference	Bidder Confirmation (Please √ in front of your confirmation)
1.	PRODUCT OFFERED (BIDDER TO SPECIFY PRODUCT/S AND GRADE)	MAP/DAP	.....
2.	SPECIFICATIONS OF THE OFFERED PRODUCT	AS PER NIT	□ YES □ NO
3.	PHYSICAL CONDITION	MENTIONED	□ YES □ NO
4.	COLOUR OF THE OFFERED PRODUCT MAP (10:50)/MAP (11:52)/DAP (18:46)	LIGHT COLOUR	□ AGREED □ NOT AGREED
5.	ACCEPTANCE TO NIT CLAUSE 3.01,3.02 & 3.03	CLAUSE 3.01,3.02 & 3.03 OF NIT	□ AGREED □ NOT AGREED
6.	COUNTRY OF ORIGIN	(TO BE SPECIFIED)	_____
7.	QUANTITY OFFERED AS PER NIT (Bidder to specify)	(TO BE SPECIFIED)	.....MT+/-10 %
8.	PARCEL SIZE AS PER NIT		□ YES □ NO
9.	NO. OF PARCELS OFFERED AS PER NIT	(TO BE SPECIFIED)	□ YES □ NO
10.	SHIPMENT PERIOD AS PER NIT		□ YES □ NO
11.	PART QUANTITY ACCEPTABLE	MINIMUM ONE SHIPMENT	□ AGREED □ NOT AGREED
12.	EARNEST MONEY DEPOSIT (EMD) / BID BOND	CLAUSE 5.00 OF NIT	□ SUBMITTED □ NOT SUBMITTED
13.	PERFORMANCE GUARANTEE BOND(PGB) IN CASE OF AWARD OF PURCHASE ORDER	CLAUSE 6.00 OF NIT	□ AGREED □ NOT AGREED
14.	VALIDITY OF OFFER	AS PER NIT CLAUSE 10.00	□ AGREED □ NOT AGREED
15.	ANALYSIS & SAMPLING	AS PER NIT CLAUSE 13.01 TO 13.05	□ AGREED □ NOT AGREED
16.	INSPECTION AT DISCHARGE PORT	AS PER NIT CLAUSE 13.06	□ AGREED □ NOT AGREED
17.	WEIGHMENT	CLAUSE 14.00 OF NIT	□ AGREED □ NOT AGREED

18.	INSPECTION AT LOAD PORT BY AGENCY APPOINTED BY SUPPLIER	AS PER NIT CLAUSE 15.00	□ AGREED □ NOT AGREED
19.	PRICING	AS PER NIT - CLAUSE 6.00 OF GTC	□ YES □ NO
20.	PRICE BASIS - ON CFR AT SIGHT		□ YES □ NO
21.	FOB PRICE AT SIGHT QUOTED IN BOQ		□ YES □ NO
22.	FREIGHT RATE QUOTED IN BOQ		□ YES □ NO
23.	PAYMENT TERMS	CLAUSE 16 OF NIT & CLAUSE 9.00 OF GTC	□ AGREED □ NOT AGREED
24.	INTEREST RATE P.A. FOR AVAILING CREDIT UPTO 180 DAYS. RCF MAY OPT FOR AVAILING CREDIT FOR 30 / 60/ 90 / 180 DAYS FROM THE DATE OF BILL OF LADING	TO BE SPECIFIED	_____%P.A.
25.	OPERATION OF CONTRACT	AS PER NIT CLAUSE 17.00	□ AGREED □ NOT AGREED
26.	If the origin of cargo or the shipment to be supplied is from/thru/within any High-Risk Area (HRA) then the vessel acceptance for such shipments shall be subject to due-diligence, confirmation and final clearance from the concerned institutions/authorities. Further, for such shipments from/thru/within any High-Risk Area (HRA), a certified copy of NOR (Notice of Readiness) tendered and accepted by receivers or their agents at the nominated Indian discharge port shall be part of documents under LC.	AS PER NIT CLAUSE 21.00	□ AGREED □ NOT AGREED
27.	LOAD PORT	TO BE SPECIFIED	_____
28.	LOAD RATE	TO BE SPECIFIED	_____SHEXUU IU ATUTC
29.	LOAD PORT NOR	AS PER NIT	□ AGREED □ NOT AGREED
30.	DISCHARGE PORT	AS PER NIT	□ AGREED □ NOT AGREED
31.	DISCHARGE RATE	AS PER NIT	□ AGREED □ NOT AGREED
32.	DISCHARGE RATE BASIS	AS PER NIT	□ AGREED □ NOT AGREED
33.	DISCHARGE PORT NOR	AS PER NIT /GTC CLAUSE 13.11	□ AGREED □ NOT AGREED
34.	DEMURRAGE/DESPATCH AS PER CP		□ AGREED □ NOT AGREED
35.	MUTUALLY AGREED DAMAGES	CLAUSE 18 OF GTC	□ AGREED □ NOT AGREED

36.	FORCE MAJEURE	CLAUSE 19 OF GTC	□ AGREED □ NOT AGREED
37.	DISPUTES/ARBITRATION	CLAUSE 20 OF GTC	□ AGREED □ NOT AGREED
38.	JURISDICTION	CLAUSE 21 OF GTC	□ AGREED □ NOT AGREED
39.	GOVERNING LAW	CLAUSE 22 OF GTC	□ AGREED □ NOT AGREED
40.	GST REGISTRATION NO.: (IN CASE OF INDIGENOUS SUPPLIER)	FURNISHED	□ YES □ NO
41.	A DECLARATION OF THE BIDDER ON THEIR LETTERHEAD THAT THEY ARE NOT BLACKLISTED OR PUT ON HOLIDAY BY PSU'S	FURNISHED	□ YES □ NO
42.	COPY OF BOQ (PRICE BID) WITH PRICES BLANKED MENTIONING "QUOTED" OR "NOT QUOTED" AS APPLICABLE AGAINST EACH ITEM IS ATTACHED WITH THE UNPRICED TECHNICAL BID	FURNISHED	□ YES □ NO
43.	A DECLARATION OF THE BIDDER IN COMPLIANCE TO NOTIFICATION NO. F.NO. 6/18/2019-PPD DATED 23.07.2020 AS MENTIONED AT PARA 3.14 (j) **OR** A COPY OF REGISTRATION CERTIFICATE FROM COMPETENT AUTHORITY AS PER NIT CLUASE NO.17.00	FURNISHED	□ YES □ NO
44.	RCF HAS ACCEPTED AND AGREED TO THE TERMS AND CONDITIONS OF THE INTEGRITY PACT (ANNEXURE-I). THE BIDDER, AS A TOKEN OF ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE INTEGRITY PACT WILL SIGN AND STAMP THE INTEGRITY PACT (ANNEXURE-I) 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	FURNISHED	□ YES □ NO
45.	ALL TERMS AND CONTIONS OF NIT & GTC		□ AGREED □ NOT AGREED
46.	DEVIATIONS FROM TENDER TERMS, IF ANY*:		□ YES □ NO
	* IF ANY DEVIATIONS ARE THERE THEN IT SHOULD BE MENTIONED IN A SEPARATE SHEET WITH LIST ON DEVIATIONS TO THE SPECIFIC TENDER CONDITIONS AND IS TO BE ATTACHED ALONG WITH THE BID ABSTRACT SHEET		

Signature of tenderer
Along with Seal of the
tendering Company.

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ANNEXURE-C

E-Tendering Procedure:

The procurement shall be carried out through submission of online tenders only. No offer in physical form will be accepted and any such offer if received by RCF will be outright rejected. Tender documents can be downloaded from RCF website **www.rcfltd.com** or website of CPP www.eprocure.gov.in. Online Bids are to be submitted on website **www.eprocure.gov.in.** The bidders should have a **valid Digital Signature Certificate (Class-II or Class-III)** issued by any of the valid Certifying Authorities to participate in the online tender. The cost of digital signature will be borne by respective bidders. Kindly refer **bidder's manual kit** available on bidders section on e-tendering website for detailed procedure for bid submission or Bidders can take help of our Helpdesk Center (022-2552 2760) for registration and bid submission procedures.

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

The bids shall be uploaded in **Two Bid System** in electronic form only through e-tendering system on **www.eprocure.gov.in** website.

e-Procurement system does not allow submission of documents after due date of tender.

1.0 BIDS SHOULD BE SUBMITTED AS PER FOLLOWING INSTRUCTIONS ONLY:

1.1. **PART-I: TECHNO-COMMERCIAL BID:** i.e., Technical and Un-priced commercial Bid should contain following: -

1. **Packet: 1**: Scanned copy of "Process compliance statement for e-tendering" **(Annexure-D)** printed on bidder's letter head with duly signed by appropriate authority.

2. **Packet: 2**: Scanned copy of self-attested supporting documents as per the NIT requirements as below:

a. Signed and Scanned copy of NIT & GTC,
b. Complete specifications of the material offered
c. A declaration of the bidder on their letterhead that they are not blacklisted or put on holiday by PSUs / PSEs.
d. The deviations taken, if any, should be clearly specified on a separate sheet clearly marked "Deviation Sheet". Deviation should be spelt out clearly with reference to the clause no. of the NIT against which the deviation is taken. In the absence of a deviation sheet accompanying the bid, it shall be presumed that the bid is in total conformity with the NIT terms.
e. A Declaration stating the compliance to Notification No. F.No. 6/18/2019-PPD dated 23.07.2020 issued by Department of Expenditure, Ministry of Finance, Government of India (attachment provided along with the NIT), confirming that Bidder has read all the clauses along with the Annexures of the above-mentioned notification and certifying that Bidding company is not from such a country (which shares land border with India) and is eligible to be considered.
OR
A copy of Registration Certificate from competent authority as mentioned in Notification No. F.No. 6/18/2019-PPD dated 23.07.2020 issued by Department of Expenditure, Ministry of Finance, Government of India.
f. Pre-qualification documents applicable to the respective Category **(as mentioned in ANNEXURE-A for MAP/DAP)**.

3. **Packet:3**: Scanned copy of dully filled "Technical Cum Commercial Bid" **(Annexure-B for MAP/DAP)** signed by appropriate authority.

4. **Packet: 4**: EMD details- Scanned copy of 'EMD payment Slip/ BID BOND'. Bidder shall furnish EMD as applicable to their respective category of vendor as mentioned in the NIT clause No.5.00. However, while submitting e-bid on CPP website bidder to specify the EMD amount as shown against EMD details field of e-tender.

1.2. **PART-II: <u>PRICED BID:</u>**

Price Bid i.e., BOQ given with tender to be uploaded after filling all relevant information like Name of the bidder, FOB price and Freight. The priced BOQ should be uploaded strictly as per the format available with the tender failing which the offer is liable for rejection (renaming or changing format of BOQ sheet (file) will not be accepted by system)

The prices will be evaluated outside the e-procurement system.

Vendor should quote prices in BOQ only. Offers indicating rates anywhere else (scanned documents in Part-I) shall be liable for rejection.

<u>Please read following instructions before filling & submission of BOQ sheet:</u>

1. Please note that <u>e-procurement system accepts 'Microsoft Excel 97-2003' format only</u>, any modification in file format or changing name of file will result into non-acceptance of your offer by e-Procurement System.
2. Please save your BOQ sheet (Price bid) without changing its name & format and upload this completed BOQ sheet with your quoted rates in Finance Envelope as per instruction given.
3. For any queries and help please contact RCF Helpdesk Number-022-25522760 or contacts given on first page of Tender documents.
4. **Kindly fill data in Price bid (BOQ Sheet) as per following Instruction only.**

- **<u>Bidders Name</u>:** Kindly put complete name of bidding firm/company
- **<u>FOB Price:</u>** Kindly put the 'FOB Price in US$ PMT' against each item. Blank field/cell will be considered as a 'regret' for that item.
- **<u>Freight Charges:</u>** Kindly put the 'Freight charges upto discharge port in US$ PMT' against each item.

The other terms & conditions shall be as per the enclosed **General Terms & Conditions (GTC)** and the annexures thereto (Attached as separate document).

Notes:

1. Foreign suppliers shall quote in US$ <u>both on FOB & CFR basis</u>. (Refer GTC Clause No.: 6.00 i) (Only CFR or FOB offer is not acceptable).
2. Technical Un-priced Commercial bid should also contain the **copy of BOQ (price bid) with prices blanked mentioning "QUOTED" or "NOT QUOTED" as applicable against each item.**
3. Deviation in shipping terms viz. discharge rate, NOR, number of hatches etc, shall be loaded suitably as mentioned in GTC. The demurrage/despatch rate of USD 6000/3000 PDPR shall be considered.
4. The applicable Customs Duty, Stamp Duty, charges for Clearance, Handling, Transportation from MBPT and Unloading at RCF shall be added to Ex MBPT price to arrive at the delivered cost at RCF.
5. For evaluation of bids in US$ the following exchange rate shall be considered:
   Indian Companies offering on HSS basis – RBI reference rate at the date of price bid opening.
   Foreign bidders – RBI reference rate at the date of price bid opening.
   For payment to Indian Companies offering on HSS basis the exchange rate as agreed shall be applicable. In case of deviation taken by bidders, the offer shall be evaluated accordingly.
6. In a scenario of two or more bidders offering same price and also offer same quantity, then additional discount will be sought from such bidders in sealed envelopes.

7. Indian Companies offering on High Seas Sale (HSS) basis shall nominate suitable vessel exclusively for RCF & shall comply with all the NIT/GTC conditions including clauses relating to inspection at load port.
8. All the information, documents sought in the NIT should be submitted by the bidders at the time of submitting the offers. If any clarification is required by RCF, the same shall be sought from the bidder by e-mail. The bidders shall be required to furnish the clarification within the stipulated time given by RCF in the mail.
9. The vessels of 25 years & above are not acceptable.
10. Co-shipment at RCF's option.
11. The prospective Tenderers having any common partners/Directors/Managing partners, etc., or having any other common criteria shall be considered as Sister/Group/ Associates Company. In such cases, only one of them will be eligible for participating in the tender.
12. A declaration of the bidder on their letterhead that they are not blacklisted or put on holiday by PSU's shall be submitted along with Techno-commercial price offer.
13. Offers deficient / incomplete /conditional or not in conformity with tender conditions are liable to be rejected at the sole discretion of RCF.
14. Tenderers are requested to adhere to the terms & conditions of this NIT. Any deviations from the stipulated terms & conditions will be suitably considered for the evaluation of tenders.
15. All bidders will have an option for offering Interest free credit period. In such case the evaluation shall be carried out as per Clause No 1 of Annexure-IV of General Terms and Conditions, however, the rate of interest for evaluation shall be considered as Secured Overnight Financing Rate (SOFR) + 0.5% service charges.

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ANNEXURE-D

Process Compliance Form

(Tenderers are required to print this on their company's letterhead and sign, stamp before uploading in Packet-1)

To

M/s. RCF Ltd.

Attention:

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

Dear Sir,

This has reference to the Terms & Conditions for e-Tendering mentioned in the NIT No. DC/MR-21907

We hereby confirm the following –

1) The undersigned is authorized representative of the company.
2) We have carefully gone through the NIT, Tender Documents and the Rules governing the e-tendering and this document.
3) We will honor the Bid submitted by us during the e-tendering.
4) We give undertaking that if any mistake occurs while submitting the bid from our side, we will honor the same.
5) We are aware that if RCF has to carry out e-tender again due to our mistake, RCF has the right to disqualify us for this tender.
6) We confirm that RCF shall not be liable & responsible in any manner whatsoever for my/our failure to access & submit offer on the e-tendering and e-Reverse Auction sites due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, digital signature certificate or any other unforeseen circumstances etc.
7) We agree and confirm that we have read, understood and accept the Special Instructions to the contractors / bidders for the e-submission of the bids online through this e-Procurement portal of CPPP as displayed under Help for Contractors.
8) We do authorize RCF, Ltd for seeking information/clarification from our/my bankers having reference in this bid.
9) We hereby confirm that if any of the documents submitted by us are not as per the tender documents, then the bid shall be rejected.

With regards
Signature with company seal

Name –

Designation within Company / Organization –

Company / Organization –

E-mail Id:

Tel no:

Mobile no.:

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ANNEXURE-E

INTEGRITY PACT

Rashtriya Chemicals and Fertilizers Limited (RCF) has issued **NIT No. DC/MR-21907 Dated 19-NOV-2026 inviting bids for Supply of MONO-AMMONIUM PHOSPHATE (MAP) / DI-AMMONIUM PHOSPHATE (DAP) in bulk.**

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:

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

Sign and stamp of the Bidder OR Digitally signed by the Bidder Date

1. Commitments of RCF:

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

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

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

2. Preceding misconduct:

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

3. Commitments of BIDDER:

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

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

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

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

Sign and stamp of the Bidder OR Digitally signed by the Bidder Date

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

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

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

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

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

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

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

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

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

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

Sign and stamp of the Bidder OR Digitally signed by the Bidder Date

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

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

4. Transgression Clause:

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

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

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

4.2 Disclosure of Transgressions:

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

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5. Sanctions for violations:

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

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

ii. If the RCF has disqualified the bidder(s) from the tender process prior to the award of contract, RCF is entitled to demand and recover the damages equivalent to the Earnest Money Deposit/ Bid Security.
If the RCF has terminated the contract or if the RCF is entitled to terminate the contract, the principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee or as mentioned in the NIT
The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by RCF, without assigning any reason therefor.

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

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

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

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

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

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

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

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

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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 XII of the Bharatiya Nyaya Sanhita, 2023 or Prevention of Corruption Act, 1988, provisions of GFR, 2017 or any other statute enacted for prevention of corruption.

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

6. Independent Monitor:

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

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

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

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

a. 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.
b. 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.
c. 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.
d. 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.

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7. Facilitation of Investigation:

a. 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:

a. 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.
b. 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 OR
Digitally signed by the Bidder
Date

राष्ट्रीय केमिकल्स एण्ड फर्टिलाइजर्स लिमिटेड
RASHTRIYA CHEMICALS & FERTILIZERS LIMITED
(भारत सरकार का उपक्रम) (A Government of India Undertaking)
प्रशासनिक भवन, चेंबूर, मुंबई - 400 074, महाराष्ट्र, भारत
Administrative Building, Chembur, Mumbai 400 074. Maharashtra, INDIA
संपर्क क्र. (Phone) : 00 91 22 2552 2242/2753/2608

ANNEXURE-F

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, failure to abide "Bid Securing Declaration", suo-moto withdrawing bid or altering bid during 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-

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.
(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.
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.
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 debarments)
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 led to debarment of the firm.

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RASHTRIYA CHEMICALS & FERTILIZERS LIMITED
(भारत सरकार का उपक्रम) (A Government of India Undertaking)
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संपर्क क्र. (Phone) : 00 91 22 2552 2242/2753/2608

ANNEXURE-G

Compliance with Goods and Services Tax (GST)

1. Vendor/Supplier/Contractor shall submit documents related to GST Registration such as GST Registration certificate/certificates active as on date of participation in the tender and also supporting documents if the Vendor/Supplier/Contractor /Contractor is registered under Composition Scheme. If unregistered under GST, give a declaration to that effect.
2. Vendor/Supplier/Contractor shall notify the company if it ceases at any time to be registered under GST and also if obtains a new GST registration.
3. If Vendor/Supplier/Contractor is having multiple GST registrations, should intimate the company from which GSTIN invoices will be preferred.
4. Vendor/Supplier/Contractor shall submit the periodicity of filing GST returns applicable to him.
5. Vendor/Supplier/Contractor shall intimate the company about applicability of e-invoicing, SAC /HSN codes for the goods /services supplied by him along with the applicable GST rate as on date of 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.

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ANNEXURE-H

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

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

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

a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

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

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

VI. Certificate regarding compliance

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

Format of Certificate

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

VII. Validity of registration

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

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

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

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