



Notice Inviting Tender (NIT) for

Tender for Draft Survey, Sampling and Cargo Supervision at West Coast Port (PIPAVAV, KANDLA, MUNDRA & TUNA) port for the period of 24 Months.

Tender No. 2026	: RCF/ MHA / WEST COAST PORT / DS / 2025 -
Date	: 16.03.2026
Last Date & Time for Receipt of Tender	: 06.04.2026 (12:30 PM)
Date and time for opening of Tender	: 06.04.2026 (03:00 PM)
Address for submission of bids	: Area Office: RCF Ltd, A2, Jahanvi Bungalow 4 New C G Road, Chandkheda, Ahmedabad – 382424 (Gujarat)
Venue for Opening of Technical	: Area Office: RCF Ltd, A2, Jahanvi Bungalow 4 New C G Road, Chandkheda, Ahmedabad – 382424 (Gujarat)

NOTE

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

RCF/ MHA/ WEST COAST PORT / DS / 2025 – 2026

Date:

To,
M/s. _____

Sub.: Tender for Draft Survey, Sampling and Cargo Supervision at West Coast Port (PIPAVAV,KANDLA,MUNDRA &TUNA) port for the period of 24 Months.

Dear Sir,

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

PROCEDURE FOR SUBMISSION OF TENDER -

1. **Envelope no. I:** To be super scribed as “**Un Priced Commercial Bid**” for Tender No. RCF/MHA/ WEST COAST PORT /DS/2025- 2026” and should contain the following -
 - a. Information in prescribed format as enclosed in **Schedule I** along with copy of relevant documents duly signed and stamped by authorized person.
 - b. A copy of **Schedule II** duly signed and stamped on each page confirming acceptance of all terms and conditions as stipulated in the document.
2. **Envelope no. II :** Envelope no. II should be super scribed as “**Price Bid**” for Tender No. RCF/MHA/ WEST COAST PORT /DS/2025-2026” and should **contain consolidated rates on per MT basis on letterhead in duly signed and stamped.**
3. **Both the envelopes** are to be submitted in one sealed cover super scribing “Tender no. RCF/MHA/ WEST COAST PORT /DS/2025- 2026”.

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

The last date of submission of tender is 06.04.2026 till 12:30 PM and the opening of tender will be on the same day at 06.04.2026 (03:00 PM)

Where to submit: RCF Ltd, A2, Jahanvi Bungalow 4,New C G Road, Chandkheda, Ahmedabad – 382424 (Gujarat)

Thanking you,

Yours faithfully,

CHIEF MANAGER (M)

SCHEDULE I
(PRE QUALIFICATION CRITERIA)

1	Name of the Firm:										
2	Year of establishment:										
3	Office address:										
4	Tel. No.										
5	Fax no.										
6	Office:										
7	Port:										
8	Name of contact person At Office At Port:										
9	Constitution of the firm: (indicating the names of the Partners / Directors) Kindly furnish supporting documents on the constitution of the firm.										
10	Registration No. of the firm:										
11	Income Tax PAN No.:										
12	GST Registration No. (Copy To Be Enclosed)										
13	MSME registration (Mention and attach Udyam Adhar)										
14	Details of Registration with Port, any other designated agency / Association. (Copies of above to be enclosed)										
15	Period of validity of Registration										
16	Details of Surveyors License (copy to be enclosed).										
17	Are you existing Draft surveyor for any CHA/Port if any (mention name of port / CHA)										
18	Name of the Bankers:										
19	Name and Designation of the relative, if any, serving in RCF& relationship. Commonness with draft survey job with CHA port (Submit on letterhead)										
20	Work order / PO copy for work experience during any of the last three years i.e. 2022-23,2023-24 and 2024-25.	<table border="1"> <thead> <tr><th colspan="3">Minimum Experience in Rs Lakh during last 7 years</th></tr> <tr><th>3 Similar Completed Works not less than</th><th>2 Similar Completed Works not less than</th><th>1 Similar Completed Works not less than</th></tr> </thead> <tbody> <tr><td>161,424.00</td><td>215,232.00</td><td>322,848.00</td></tr> </tbody> </table>	Minimum Experience in Rs Lakh during last 7 years			3 Similar Completed Works not less than	2 Similar Completed Works not less than	1 Similar Completed Works not less than	161,424.00	215,232.00	322,848.00
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161,424.00	215,232.00	322,848.00									
Year	Name of the Importer	Number of shipments of bulk material handled	Number of fertilizer shipments handled								
2022-23											
2023-24											
2024-25											
21	Acknowledgement of Latest Income Tax return filed for latest financial year with ITO:										
22	An undertaking on the letterhead of the firm may kindly be furnished to the effect that the information submitted above is correct and true.										

*There should not be common surveyor for CHA/ port. If found, agency will be disqualified.

Note: - Canvassing in any form will disqualify the applicant.

(Signature of the Authorized Person)
Affix Rubber Stamp

SCHEDULE II

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

1. SCOPE OF WORK.

Following will be the scope of work at WEST COAST PORT (PIPAVAV, MUNDRA, KANDLA AND TUNA)

1.01 Draft Survey.

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

1.02 Collection of sample from all hatches.

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

1.02a To Master of the vessel under acknowledgement.

1.02b Two of these samples to Chief Manager (M).

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

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

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

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

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

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

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

- D. To keep record of balance number of filled in bags remaining in shed / godown and on platform.
- E. To see that sufficient number of bags are stacked at proper location on rail platform for efficient loading so as to avoid demurrage & to ensure that no hooks are used during handling operation.
- F. To submit daily status report on bagging, loading and dispatches by Road and Rail to Chief Manager (M) For Road dispatches truck wise, destination wise details to be furnished.
- G. To ensure that cut & torn bags are collected and kept separately by the Contractor.
- H. Discrepancy report if any pertaining to bagging and dispatch work with reasons and suggestions.
- I. Supervision on bagging / standardization of sweepings in shed / godown and assessment thereof.
- J. To keep the record of utilization of “A” class bags stored with CHA and report the same to CHIEF MANAGER (M) along with balance position of stock.
- K. In case of complaint from dealer/field officer regarding the packaging the surveyor shall depute representative at site for inspection at own cost.

The report on the above jobs (wherever applicable) are required to be submitted before **11:00 AM** on the following day on daily basis, by email to **rcf1234@rediffmail.com**

2. **VALIDITY OF RATES.**

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

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

Note: -

- Do not mention the price in the above table.
- “Price Bid” for Tender No. RCF/MHA/ WEST COAST PORT/DS/2025-2026” and should contain consolidated rates on per MT basis on letterhead in duly signed and stamped in ENVELOPE No: - 2 only.
- if the price bid mentioned in the Envelope 1 or above table then the party will be disqualified in the technical bid

EVALUATION

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

3. **VOLUME OF WORK.**

An estimated quantity of 12 lakh mts is expected to be handled at the subject WEST COAST PORT, however no guarantee can be given as to the number of ships that are likely to be brought to the subject Port. RCF may at its own discretion appoint more than one Surveyor to carry out the job by rotation. However, all jobs related to a given vessel will be executed by one surveyor only.

4. **CONTRACTOR TO BE LIABLE FOR ALL TAXES ETC.**

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

5. **PAYMENT.**

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

6. **PERIOD OF CONTRACT.**

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

7. **PRE-CONDITION.**

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

8. **AGREEMENT.**

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

9. **ARBITRATION.**

In the event of any dispute or difference existing under the CONTRACT, the same shall be referred to the sole arbitration of a person appointed to be the Arbitrator by Director (Marketing) of RCF Ltd. There will be no objection that the Arbitrator is in the service of RCF that he had to deal with the matters to which the CONTRACT relates or that in the course of his duties as an employee of RCF, he had expressed views on all or any of the matters in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to the CONTRACT. In the event of the demise of the Arbitrator or if the Arbitrator

neglects or refuses to act or resigns or is unable to act for any reason, it shall be lawful for the Director (Marketing) of RCF Ltd. to appoint another Arbitrator in the manner aforesaid. The venue of Arbitration shall be Mumbai.

9. **TERMINATION.**

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

ON LETTER PAD

Date:

To,

Chief. Manager
R.C.F. Ltd.

Subject: Price bid of Tender for Draft Survey, Sampling and Cargo Supervision at West Coast Port (PIPAVAV, KANDLA, MUNDRA & TUNA) port for the period of 24 Months.

Dear Sir,
Our best quoted rates are as under.

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

Signature with Seal

GST Norms

1. Vendor/Supplier/Contractor shall ensure timely submission of invoice(s)/Bill of Supply /Receipt Voucher or any other document as per rules/ regulations of GST with all required supporting document(s) within a period specified in Contracts/ LOA to enable RCF to avail input tax credit. Further, returns and details required to be filled under GST laws & rules should be timely filed by supplier with requisite details.
 2. Vendor/Supplier/Contractor would promptly pay GST, as per law, for the supplies made to RCF Ltd and would upload returns within the prescribed time to enable RCF Ltd., to avail the input tax credit [ITC].
 3. 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 RCF Ltd., as per GST provisions.
 4. In the event of default on his part in payment of tax and submission / uploading of monthly returns, RCF is well within its powers to withhold payments, especially the tax portion, until Vendor/Supplier/Contractor corrects the default and / or complies with the requirements of GST and produces satisfactory evidence to that effect or upon GST appearing on the Company GST portal.
 5. If, as a result of any delay or default on his part, RCF Ltd., is rendered unable to avail ITC, he would, at his own cost, get the shortcoming rectified in the return to be filed immediately thereafter.
 6. In case GST credit is delayed/ denied to RCF 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 RCF, GST amount shall be recoverable from Vendor/Supplier/Contractor along with interest levied/ leviable on RCF.
 7. In the event of delay getting ITC to RCF Ltd., due to reasons attributable to the Vendor/Supplier/Contractor, RCF Ltd., reserves the right to recover interest at 12% on the tax credit so available for the number of days the ITC was delayed. RCF may recover such amount from the Security Deposit or any such Deposit / Credit Balance / future payments. Accordingly, RCF will raise Invoice/Debit note on the Vendor/Supplier/Contractor.
 8. RCF Ltd., 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 above requirements as per GST and Vendor/Supplier/Contractor shall be put under Holiday list as mentioned in the Contract.
 9. In case the short coming is not rectified by the Vendor/Supplier/Contractor and RCF ends up in reversal of credits and / or payments, Vendor/Supplier/Contractor is fully liable for making good all the loss incurred by RCF as a result of default.
 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 Provisions.
 11. Any GST liability arising on RCF under reverse charge before actual receipt of goods and or services and/or invoice thereof would be subject to recovery of interest leviable for the period between the date of such liability and actual date of eligibility of ITC based on receipt of goods, receipt of invoices and other conditions specified in GST law, as applicable.
 12. 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 RCF. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then RCF shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by RCF.
- RCF/ GUJ/ WEST COAST PORT / DS / 2025 -2026
13. Any late delivery i.e., delivery after the due date attracts payment of damages by the vendor / contractor as agreed mutually. It is agreed by the Contractor that such damages become recoverable by RCF with applicable GST thereon.

INTEGRITY PACT

Rashtriya Chemicals and Fertilizers Limited (RCF) has issued

NIT No. _____ **dated** _____

inviting bids for _____

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

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

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

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

NOW, THEREFORE,

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

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

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

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

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

1. Commitments of RCF:

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

1.2 RCF will, during the pre-contract stage, treat all BIDDERS alike, and will provide

to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular Bidder in comparison to other BIDDERS.

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

2. Preceding misconduct:

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

3. Commitments of BIDDER:

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

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

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

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

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

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

3.7 The BIDDER further confirms and declares to RCF that he has not engaged any individual or firm or company, whether Indian or foreign, to intercede, facilitate or in

any way to recommend to RCF or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or Company in respect of any such intercession, facilitation or recommendation.

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

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

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

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

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

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

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

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

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

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

3.16 The BIDDER have not and will not sell the same material/ equipment at prices lower than the offered prices for refereed tender (as part of Fall Clause, applicable to

Proprietary/PAC buying and Rate Contracts only, as per Manual of Procurement of Goods, issued by CVC dt. 01/07/2022). The BIDDER undertakes/commits to refund/reimburse the excess amount to BUYER, if it comes to notice that it has supplied the material/equipment at a lower price to any other Governments, public sector or private organisations.

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

4. Transgression Clause:

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

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

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

4.2 Disclosure of Transgressions:

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

5. Sanctions for violations:

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

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. If the RCF has disqualified the bidder(s) from the tender process prior to the award of contract, RCF is entitled to demand and recover the damages equivalent to the Earnest Money Deposit/ Bid Security.
If the RCF has terminated the contract or if the RCF is entitled to terminate the contract, the principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee or as mentioned in the NIT

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

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

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

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

6. Independent Monitor:

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

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

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

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

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

6.4 Both the parties accept that the Monitor has the right to access all the documents relating to the project/ procurement, including minutes of meetings. A summary of procurement/contract awarded, which are covered under the IP shall be shared by RCF with the IEMs on quarterly basis. However, the documents / records/ information having National Security implications and those documents which have been classified as Secret / Top Secret are not to be disclosed.

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

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

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

6.6 Notwithstanding any Confidentiality Agreement/ clause agreed between RCF and Bidder, the BIDDER accepts that the Monitor has the right to access, without

restriction, to all Project documentation of RCF including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor (s) with confidentiality.

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

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

7. Facilitation of Investigation:

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

8. Law and Place of Jurisdiction:

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

9. Other Legal Actions:

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

10. Validity:

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

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

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