



**RASHTRIYA CHEMICALS & FERTILIZERS LIMITED**  
(A Government of India Undertaking)  
Administrative Building, Chembur, Mumbai 400 074. Maharashtra, INDIA  
Phone No: 022-2552-2242/2753/2608  
CIN : L24110MH1978GOI020185

**DC/MR-21861**

**Date: 08-May-2026**

**NOTICE INVITING TENDER SUPPLY OF NATURAL GAS / RLNG**

<b>NIT No:</b>	<b>DC/MR-21861</b>
<b>Contract Duration</b>	16 <sup>th</sup> May 2026 at 6.00 AM to 1 <sup>st</sup> June 2026 at 6.00 AM
<b>Total Contract Quantity</b>	1,44,000 MMBTU GCV (3.67 MMSCM @ GCV of 9880 Kcal/sm <sup>3</sup> )

**महत्वपूर्ण तिथियाँ Important Dates:**

निविदा दस्तावेज डाउनलोड करने के लिए अंतिम तिथि तथा समय <b>Last Date &amp; Time for downloading of NIT documents</b>	<b>12-May-2026 UPTO 1430 HRS IST</b>
ई-निविदा प्रस्तुत करने के लिए अंतिम तिथि तथा समय <b>Last Date &amp; Time of Submission of e-Tender</b>	<b>12-May-2026 UPTO 1430 HRS IST</b>
ई-निविदा खोलने के लिए तिथि तथा समय <b>Date &amp; Time of Opening of e-Tenders</b>	<b>12-May-2026 UPTO 1500 HRS IST</b>
ऑनलाइन बोली प्रस्तुत करने के लिए वेबसाइट <b>Website for Online bid Submission</b>	<a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>

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

- 1) RCF Helpline Number: 022-2552 2760 (10.00 a.m. to 5.00 p.m.)**
- 2) Mr. Sanjay D. Bharambe, e-mail: [sanjaybharambe@rcfild.com](mailto:sanjaybharambe@rcfild.com) / TEL.: +91 22 2552 2242
- 3) Mr. Srijesh Menon , e-mail : [ssmenon@rcfild.com](mailto:ssmenon@rcfild.com)/TEL :+91 22 2552 2753
- 4) Mr. Rohit P. Sute; e-mail : [rpsute@rcfild.com](mailto:rpsute@rcfild.com) /TEL :+91 22 2552 2608

Buyer reserves the right to book volume as per requirement at the time of issuance of LOI or purchase order.

The Term Sheet to be submitted are enclosed. The Term Sheet is on Firm Basis. Exceptions, if any, to the Term Sheet be clearly listed otherwise it would be considered that the Term Sheet is accepted.

Rashtriya Chemicals and Fertilizers Limited reserve the right to reject any / all bids without assigning any reason thereof. Please acknowledge the receipt of NIT.

Thanking You

Yours Truly,

For & on behalf of  
Rashtriya Chemicals and Fertilizers Limited

(Sanjay Bharambe)  
General Manager (Commercial)



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**THIS TENDER DOCUMENT CONTAINS:**

<b>Sr. No.</b>	<b>Documents</b>	<b>Item details</b>
1	NIT	Instructions for Bidders
2	ANNEXURE A	NIT-term Sheet
3	ANNEXURE B	Specifications
4	ANNEXURE– I	Process Compliance Form
5	ANNEXURE – II	Integrity Pact



## **INSTRUCTIONS FOR BIDDERS**

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

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 **SINGLE BID SYSTEM** in electronic form only through e-tendering system on [www.eprocure.gov.in](http://www.eprocure.gov.in) website.

### **BIDS SHOULD BE SUBMITTED AS PER FOLLOWING INSTRUCTIONS ONLY:**

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

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

**Packet:2:** Scanned copy of dully filled "NIT Term sheet" (**Annexure-A**) and exceptions if any.

**Packet:3:** Scanned copy of "Signed and stamped copy of NIT"

**Packet:4:** Duly Signed and stamped copy of Integrity Pact along with Date. (**Annexure-II**)

**Packet :5: PRICED BID:**

Price Bid i.e. BOQ given with tender to be uploaded after filling all relevant information like Basic Prices and applicable taxes. 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)

**Vendor should quote prices in BOQ only, offers indicating rates anywhere else shall be liable for rejection.**

### **THE PRICES WILL BE EVALUATED OUTSIDE THE E-PROCUREMENT SYSTEM.**

#### **Please read following instructions before filling & submission of BOQ sheet:**

1. Please note that e-procurement system accepts 'Microsoft Excel 97-2003' format only, any modification in file format or changing name of file will result into non-acceptance of your offer by e-Procurement System.



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2. You are requested to submit your offer **as per NIT**. Costs which are payable extra by RCF in addition to Ex-terminal/Basic price should be clearly mentioned in respective fields/cells of 'BOQ sheet'. Blank fields/cells in BOQ sheet will be treated as that rate is 'Included in Basic Price/ Ex-Terminal price' of material quoted by you (excluding Transportation and applicable GST).
3. Please save your BOQ sheet (Price bid) without changing its name & format and upload this completed BOQ sheet with your quoted rates in Finance Envelope as per instruction given above.
4. For any queries and help please contact RCF Helpdesk Number-022-2552 2760 or contacts given on first page of Tender documents.
5. **Kindly fill data in Price bid ( BOQ Sheet ) as per following Instruction only:**
  - a) **Bidders Name:** Kindly put complete name of bidding firm/company
  - b) **Basic Price/Ex-terminal price:** Kindly put the 'Ex-terminal Price in US\$ per MMBTU. Blank field/cell will be considered as a 'regret' for that item.
  - c) **Re-Gasification Charges (if any):** Kindly quote 'Re-Gasification Charges' if payable extra and GST if applicable.
  - d) **Marketing Margin (if any):** Kindly quote 'Marketing Margin' if payable extra
  - e) **Any other charges (if any):** Kindly quote 'Any other charges' if payable extra
  - f) **Transportation Charges (if any):** As seller has to offer RLNG on delivered basis at RCF Trombay unit, seller has to quote transportation charges including GST.
  - g) **VAT:** Kindly quote applicable 'MHVAT or STATE VAT. in '%' e.g., 3%. (Do not enter '%' key in this field).

**Note: For point c), d) and e) above separate columns are provided in the BOQ for US\$/MMBTU and INR/MMBTU while quoting said charges kindly quote in the relevant columns.**



**ANNEXURE A**

**NIT Term Sheet**

**Supply of Natural Gas / RLNG for Non-Urea products for the 2nd Fortnight of May 2026 on FIRM basis for RCF Trombay Unit: NIT No. DC/MR-21861**

**A. Undertaking:**

We hereby confirm that the Term Sheet is acceptable to us / exceptions to the Term Sheet are as follows:

**B. Price for Delivery Point RCF Trombay (On GCV)**

Sr. No	Item	Details
1	Name of the Bidder (to be filled by the Bidder)	
2	Daily Contract Quantity (DCQ) *	9,000 MMBTU GCV @ 9880 Kcal/sm <sup>3</sup> for the period of 16 <sup>th</sup> May to 31 <sup>st</sup> May 2026
3	Commencement Date *	Tentatively 16 <sup>th</sup> May 2026 at 6.00 AM
4	Contract Duration	Tentatively 16 <sup>th</sup> May 2026 at 6.00 AM to 1 <sup>st</sup> June 2026 at 6.00 AM
5	Total Contract Quantity *	1,44,000 MMBTU GCV (3.67 MMSCM @ GCV of 9880 Kcal/sm <sup>3</sup> )
6	Daily Nomination Quantity (DNQ)	Up to 120% of DCQ.  BUYER shall nominate on or before 5:00 PM on preceding day for delivery of the gas on next day. SELLER shall deliver the quantities nominated by the Buyer.  In response to above, the seller shall confirm by return mail the scheduled gas quantity to be delivered for next day.
7	Gas delivery point	Gas delivery is required at the outlet flange of gas metering station of RLNG GAIL terminal at RCF Trombay unit. i.e., NG/RLNG supply shall be on delivered basis.
8	Take or pay & supply or pay	Take or pay & supply or pay shall be 80 % of the total Contract quantity  Seller shall ensure the supply of firm quantity of gas during the contract period.
9	Delivery Failure	Seller has to ensure the un-interrupted gas supply to meet the contractual requirement under this short-



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		<p>term contract for the period of 16<sup>th</sup> May 2026 at 6.00 am to 1<sup>st</sup> June 2026 at 6.00 am.</p> <p>If bidder fails to give the delivery on any day or part of the day, then the differential cost of the gas consumed by M/s RCF i.e., difference between the evaluated cost of the gas consumed by RCF to meet NG requirement and the evaluated cost of the gas supplied by seller shall be charged to seller.</p> <p>Note:  a) RCF shall declare the evaluated price of Gas of the successful Bidder at the time of commencement of supply to the Seller.  b) RCF shall provide documentary support for the evaluated cost of the Gas consumed by RCF from alternate sources.</p>
<b>10</b>	Specifications	As per Annexure <b>B</b>
<b>11</b>	Off-spec gas	If the gas quality supplied is found to be off-spec, then this gas quantity shall be rejected. In this case, the BUYER shall use the gas from other source meeting the gas specification. The supplier shall be charged the differential cost of the gas consumed by RCF to meet its requirement i.e., difference between the evaluated cost of the gas consumed by RCF to meet NG requirement for that period and the evaluated cost of the gas supplied by gas SELLER.
<b>12</b>	Metering of gas	RCF Trombay is receiving various types of gases. The total volume of gas received in the comingled form is measured at the receiving station at RCF Trombay on a continuous basis using a custody transfer meter as per applicable Gas Measurement Standards. The received gas shall be booked as per the priority set by RCF and as per the nomination given by RCF & allocation of gas by the SELLERS.
<b>13</b>	Make-up Gas	<p>Take or pay deficiencies if applicable then the quantity of gas for which payment has been made shall be made up to BUYER as <b>"Make-up" gas</b>. The SELLER shall supply such make-up gas quantities after the contractual period is over within a period of <b>Seven DAYS</b>.</p> <p><b>The price for the make-up gas if any shall be the price of gas offered in this bidding process.</b></p>
<b>14</b>	Title of the gas	Title to and responsibility for the Gas would be transferred from SELLER to BUYER at the respective Delivery Point.



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<b>15</b>	Delivery Pressure	43 to 45 bar g at the outlet flange at RLNG GAIL terminal in RCF Trombay unit & to be compatible with the transporter's System.
<b>16</b>	Billing & Payment	<p>The payment shall be made for the quantity supplied on <b>fortnightly basis</b>. The invoices are to be raised on fortnightly basis which will be <b>payable within four bank working days of receipt of invoice</b>. The exchange rate applicable for payment shall be "Average of SBI TT Buying and Selling Rate" as applicable on the last day of billing cycle.</p> <p>Note: The bank working days shall exclude all the Holidays/weekly offs of Banks in Mumbai.</p> <p>SBLC / BG will be established with value equal to 16 days gas price with validity of 30 days for contract. (SBLC/BG value = (16 days X NG Quantity MMBTU per day X Applicable price per MMBTU as per contract)</p>
<b>17</b>	Taxes to be borne by Buyer	Sales Tax, VAT, GST on Transmission and GST on Re-gasification if any
<b>18</b>	Taxes to be borne by SELLER	All other taxes, duties and surcharge including custom duty.
<b>19</b>	Change in Taxes	BUYER will absorb any changes in central / state taxes after submission of price bids.
<b>20</b>	Dispute Resolution	<p>Dispute Resolution: Initially the dispute shall be resolved by amicable settlement.</p> <p>FOR CPSEs AND GOVERNMENT DEPARTMENT / ORGANIZATION: In the event of any dispute or difference relating to the interpretation and application of the provisions of the Agreement between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs &amp; Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No.4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.</p> <p>FOR VENDORS OTHER THAN CENTRAL/ STATE PSUS/PSEs: All disputes or differences, whatsoever, arising between the parties out of or relating to the construction meaning and operation or effect of this contract or breach thereof which remains unresolved for a period of more than 30 days from the date of written request from one of the party, the matter shall</p>



		<p>be referred to the sole arbitrator agreed upon between the parties or failing upon such agreement, to be nominated under the provision of the Arbitration and Conciliation Act, 1996 as amended from time to time.</p> <p>The decision or award so given by the sole Arbitrator shall be final and binding on the parties. The Venue of the arbitration shall be at Mumbai. The language of the arbitration shall be in English.</p>
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Notes:

- 1) (\*) Buyer reserves the right to book volumes as per requirement at the time of issuance of LOI/PO.
- 2) The duration of the requirement of this quantity also changes depending on the requirement of gas at the time of placement of order.
- 3) The bidders offering full quantity of gas as per DCQ for entire contract period of 16<sup>th</sup> May 2026 at 6.00 am to 1<sup>st</sup> June 2026 at 6.00 am shall only be considered.
- 4) **The bidders offering part quantity or for the part period of contract shall not be considered.**
- 5) The bidders offering full quantity of gas as per DCQ as indicated at clause number 2 and 5 of the term sheets for the contract duration as indicated at clause number 4 of the term sheet shall only be considered.
- 6) If SELLER does not wish to quote for transportation, then BUYER shall consider applicable tariff and applicable taxes for evaluation of bid.
- 7) Tax components not quoted by the SELLER shall be deemed to be payable by BUYER as per applicable rate and shall be used for evaluation of bid.
- 8) For evaluation, the exchange rate shall be 'RBI Reference Rate/FBIL' on the date of bid opening.
- 9) Evaluation of the bids shall be done on delivered basis at BUYERS's facility.
- 10) **The bids shall be valid for minimum Seven days from the last date of submission of bids.**
- 11) The price of NG shall remain firm during the contract period.
- 12) The Seller shall specify the location of delivery point of the gas to be supplied.
- 13) The L1 bidder shall be decided based on the lowest landed rate to RCF.
- 14) The bid of the bidder not agreeing to the terms and conditions of the NIT Shall be rejected.
- 15) **This RLNG tender is being issued to meet the shortfall in gas supply arising due to the Force Majeure declared in view of the ongoing geopolitical situation in the Middle East, and in accordance with the Ministry of Petroleum and Natural Gas (MoPNG) Gazette Notification dated 9<sup>th</sup> March 2026 regarding the Natural Gas (Supply Regulation) Order. In case the Force Majeure situation is withdrawn and/or the aforesaid Supply Regulation Order is revoked or modified, RCF reserves the right to terminate this contract, either in full or in part, by giving prior notice of two (2) days to the supplier, without any financial or legal liability.**



**Annexure B**

**Specifications:**

The quality of gas to be supplied shall be as specified below.

- (i) The Gross Heating Value of Gas:

The Gas supplied at the delivery point shall have minimum Gross Heating Value (GHV) in a gaseous state equal to 8500 Kilo calories per standard cubic meter.

- (ii) The composition of the gas shall be as indicated in the below table:

Sr. No	Component	Specifications
1.	Methane (C1)	Not less than 80 Mol %
2.	Ethane (C2)	Not more than 9.2 Mol %
3.	Propane (C3)	Not more than 4.5 Mol %
4.	Butane (C4) and heavier hydrocarbons	Not more than 2.5 Mol %
5.	Pentane (C5) and heavier hydrocarbons	Not more than 0.35 Mol %
6.	Noncombustible gases other than Non-Hydrocarbons including CO <sub>2</sub> and N <sub>2</sub>	Not more than 6.0 Mol %
7.	Total Sulphur including H <sub>2</sub> S	Maximum 10 ppm by weight including Sulphur in the form of H <sub>2</sub> S not more than 5 ppm by weight.
8.	Impurities	Gas shall be free from sand, dust, gums, oils, hydrocarbons liquefiable at temperatures or pressure prevailing in the pipe line. Gas shall be free from other deleterious solids and or liquid matters which will render it un-merchantable or cause injury to or interference with proper operations of the lines, regulators, meters or other appliances through which it flow.  The gas shall be free from O <sub>2</sub>
9.	Water content/ moisture	No free water shall be present.



**Annexure-I**

**Process Compliance Form**

To,

**M/s. RCF Ltd.**

**Attention:**

**Sub: Acceptance to the Process related Terms and Conditions for the e-Tendering. NIT No.DC/MR-21861**

Dear Sir,

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 :.....

Tel No:..... Mobile No.:.....



**Annexure-II**

**INTEGRITY PACT**

Rashtriya Chemicals and Fertilizers Limited (RCF) has issued NIT No. DC/MR-21861 Dated 08-May-2026 inviting bids for Supply of NG/RLNG for RCF Trombay.

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.

*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*



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

*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*



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- 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 organizations.

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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

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**RASHTRIYA CHEMICALS & FERTILIZERS LIMITED**  
(A Government of India Undertaking)  
Administrative Building, Chembur, Mumbai 400 074. Maharashtra, INDIA  
Phone No: 022-2552-2242/2753/2608  
CIN : L24110MH1978GOI020185

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 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](mailto: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](mailto:romidhawan4@yahoo.com)

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3. Shri M. Akhaya,  
Quarter No. A-14, VIP Colony,  
Nayapalli, Bhubaneswar,  
Odisha – 751015.  
Email: [akhaya61@gmail.com](mailto:akhaya61@gmail.com); [m\\_akhaya@yahoo.co.in](mailto: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.)

- The task of the Monitor shall be to review independently and objectively, whether and to what extent parties comply with the obligations under this Pact.
- The Monitor shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently.
- 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.

- 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.
- 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.

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- 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.

**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.

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