



RASHTRIYA CHEMICALS & FERTILIZERS LIMITED
(A Government of India Undertaking)
Administrative Building, A/P: Thal, Alibag-402208. Maharashtra, INDIA
Phone: 02141 238081/238059 Fax: 02141 238081
CIN No.: L24110MH1978GOI020185

NOTICE INVITING TENDER FOR SUPPLY ALUMINA BALLS.

TENDER NO. : AU-62592

This tender is issued on a Limited basis and is published on the CPP portal for INFORMATION only. Unsolicited bids will not be accepted in this tender.

Other vendors interested in quoting in our FUTURE TENDERS for this item, may visit www.rcfltd.com for details of registration / prequalification.

Website for Online bid Submission: <http://eprocure.gov.in>/eprocure/app

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

■ X -

Contacts:

- 1) RCF e-Tender Helpline : 022-25522760 (10.00 a.m. to 5.00 p.m.)
- 2) Mr. S. P. Dhule, (Tel:+91 02141 238580, Ext-2185), e-mail: spdhule@rcfltd.com
- 3) Mr. Mahesh Patil (Tel:+91 02141 238580, Ext-2660), e-mail: maheshpatil@rcfltd.com

THIS TENDER DOCUMENT CONTAINS:

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INSTRUCTION FOR BIDDERS

This is a Notice Inviting Tender (NIT) for procurement of material as per the specifications given Annex-II and as per the terms & conditions stated hereinafter:

1.01 Item Description: As per Annex-II

1.02 Quantity: As per Annex-II.

1.03 Delivery: Kindly quote shortest possible delivery period.

1.04 EARNEST MONEY DEPOSIT (EMD) Not Applicable

~~Bidder has to submit Earnest Money Deposit (EMD) in form of Demand Draft in favour of Rashtriya Chemicals & Fertilizers Ltd. payable at Thal. The offer shall be rejected in absence of EMD. Please upload scanned copy of DD. Please ensure original DD will reach RCF Thal before tender opening date.~~

~~**EMD Exemption:** Vendors registered under '**Micro & Small Enterprises Act**' (MSE) are exempted from submission of EMD (Refer **Annex-V**). Exempted bidders should upload a valid certificate issued by any approved body of '**Ministry of Micro, Small & Medium Enterprises (MSME)**' such as '**National Small Industries Corporation**' (NSIC) or '**District Industries Centre**' (DIC) for EMD exemption.~~

1.05 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 or website of CPP www.eprocure.gov.in. Bids are to be submitted on website www.eprocure.gov.in.

Note: Terms & conditions / price clause mentioned below shall over ride the respective term of the General Terms & Conditions (Annexure –XI)

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

A. Bids should be submitted as per following instructions only:

1. PART-I : TECHNO-COMMERCIAL BID : i.e. Un-priced Bid should contain following :-

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 "Technical Bid" (Annexure-II).

Packet:3: Scanned copy of duly filled "Terms & Conditions" (Annexure-III).

Packet:4: Specification sheet of offered product

Packet:5: PRICED BID : BOQ given with tender to be uploaded after filling all relevant information like Basic Prices, taxes & duties. 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)

Kindly quote your offer on '**FOR RCF Stores, Thal basis**' only, Blank fields in uploaded BOQ sheet will indicate that the particular tax or duty is not applicable (not payable by RCF). **Landed cost** shown in the BOQ sheet is the total amount payable by RCF and **Evaluated Cost** shown in last column of BOQ sheet is the amount on which Lowest bidder will be decided.

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

Kindly fill data in fields of 'BOQ Sheet'(Price bid) as per following Instruction only:

Bidders Name: Kindly put complete name of bidding firm/company

Basic Price: Kindly put the 'Basic rate per unit' e.g. Rs. 500 per Unit in blue cell in front of each item you want to quote. Blank field/cell will be considered as a 'regret' for that item.

Packing & Forwarding: Kindly quote 'Packing and forwarding' charges if payable extra on total basic rate of each item, please quote in '%' of basic Rate. Example: for 2% P&F charges enter '2' in the field of P&F charges.

Freight Charges: Please note that supplier will have to deliver the material up to RCF stores (FOR RCF Stores basis) and all charges including Transportation, loading & unloading of material shall be to supplier's account. If freight charges are payable extra (not included in Basic rate) then put applicable freight charges as per above in front of each item in '%' only. If material is to be delivered on 'to pay' basis then mention 'door delivery charges' including loading & unloading charges in this field. Freight charges are calculated on basic rate of material only.

Insurance Charges: If insurance charges are payable extra by RCF then put insurance charges in this field. If insurance is to RCF's account then put '1' (one) in this field. Blank field will be considered as insurance charges are included in basic rate of item.

GST: Kindly quote 'GST' if payable extra on total rate of each item, please quote GST rate in '%' e.g. 5%, 12%, 18% etc. GST will be applicable on 'basic rate + Packing & forwarding charges + Freight + Insurance'. Please read following instructions and provide relevant GST information with your offer.

1. GST Registration Number (15 digit GSTIN). In case you have multiple business verticals in a state and having separate registration for each business vertical, GSTIN of each vertical concerned with the supply and service involved, as per the scope of NIT to be informed to RCF.
2. If supply / service provided is from multiple states, then please mention state wise GST Registration Number for each state separately.
3. If bidder is not liable to take GST registration, i.e., having turnover below threshold of Rs 20 lakhs (Rs 10 lakhs for NE & special Category States), bidders need to submit undertaking / indemnification (format will be furnished by RCF) against tax liability. Further the bidder should notify RCF within 15 days from the date of becoming liable to GST and such registration should be submitted to RCF.

4. Those bidders who have opted for Composition scheme under GST, they have to submit a declaration to RCF (format will be given by RCF) indicating their GST registration no.
5. HSN (Harmonized System of Nomenclature) code for the goods being supplied by the vendor for each item covered under this NIT has to be declared in the Technical bid (Annexure III).
6. Services Accounting Code (SAC) for classification of services under GST for each item covered under this NIT has to be declared in the Technical bid (Annexure III).
7. BOQ is to be filled by the bidders, indicate the following breakup:
 - a. Basic Rate (exclusive of all taxes)
 - b. other charges like packing and forwarding, freight, transit insurance, etc. if applicable.
 - c. the taxes (each tax separately) thereon separately.

In case any taxes, duties are not clearly specified in price bid then it will be presumed that no such tax/levy is applicable or payable by RCF. Blank field in BOQ (Price Bid) shall be treated as 'Inclusive' in Basic Price of item.

B. OTHER IMPORTANT DOCUMENTS :

Documents required for verification of details submitted in Prequalification Criteria (Annex-II) to be submitted in your '**My Space/My account**' option as per following instructions only. Bidders can take help from RCF's **e-Procurement Helpdesk (022-25522760)** in uploading of documents.

1. **Annual Turnover Certificate :** Scanned copy of Annual Turnover Certificate issued by your Chartered Accountant for prescribed financial period (last three financial years in single certificate) to be uploaded in 'Annual Turnover Certificate issued by CA' folder under financial details of My Space documents. Profit and loss statement and balance sheet to be attached in each financial year's folder given in My space.
2. **Credit Facility Issued by Banker:** Scanned copy of **Solvency Certificate** as per Criteria-3 of pre-qualification (Annexure-II, If applicable) to be uploaded in "Access of Credit Facility by Banker" folder under Financial details of My Space documents.
3. **Purchase Orders:** Scanned copy of successfully executed P.O. copies as per details mentioned in Pre-qualification Criteria (If applicable) to be uploaded in Purchase Order-1 / 2/ 3 under my space documents.
4. **Banker Details:** Scanned copy of dully filled 'Banker Details' form & scanned cheque to be uploaded in 'Banker Details' folder of My Space documents, this information is essential for payment transactions.
5. **Miscellaneous Docs:** Please submit scanned copy of 'PAN Card, GST & Company Registration Certificate as applicable. Please upload each scanned certificate in respective folder under 'Certificate details' of My Space Documents.

- 1.06 Payment Term:** 100% payment will be made on 30th day of receipt of material at RCF stores subject to acceptance of material at RCF stores & submission of Security Deposit if applicable. **Please note that RCF will not accept any payment term deviation in your offer (BOQ) and Evaluation of your offer shall be done considering 30 days payment term only,** however following option can be considered at sole description of RCF after placement of order (supplier needs to submit request letter separately after receipt of PO for early payment

with deduction of discount as per following options). **Advance payment term is not acceptable and will lead to rejection of offer.**

Early payment with discounting: If supplier need payment before 30 days from the delivery date, then same can be released with the deduction of early payment discount @12% per annum i.e. payment on 15th day can be released with deduction of 0.5% early payment discount on total payable amount (invoice amount). Payment against delivery can be released with the deduction of 1% early payment discount on total payable amount.

For payments through bank, all bank charges of supplier's Bank shall be to suppliers account, payment term other than 30 days credit shall be released as per above Early payment discounting provision. e.g. payment against dispatch document through bank shall be released with 1% discount on total billed amount.

1.07 Part Order Quantity: RCF reserves the right to split the tendered quantity in part or whole on it's sole discretion without assigning any reason.

1.08 Bid Validity: The bid should be valid for a period of **90 days** from the date of opening of the tender. **Offers with less bid validity may not be considered.**

1.09 Taxes & Duties: Bidder should clearly mention all duties & taxes in price bid i.e. in BOQ sheet only. Your offer should be 'FOR RCF stores' basis only. Packing & Forwarding, Excise duty, Sales tax, Freight, Insurance & Octroi charges to be paid by RCF should be clearly mentioned in Price Bid. In case any taxes, duties are not clearly specified in price bid then it will be presumed that no such tax/levy is applicable or payable by RCF. Blank field in BOQ (Price Bid) shall be treated as 'Inclusive' in Basic Price of item.

1.10 Mutually Agreed Damages (MAD) against late delivery: Mutually Agreed Damages (MAD) against late delivery: MAD shall be applicable for delayed supplies @ ½ % per week on the total basic value of PO or part there of subject to maximum of 5 % of total order value.

Notwithstanding the above in the event of protracted delay in delivery, RCF shall reserve the right either to cancel the contract wholly or partially and make alternative arrangement at the risk and cost of the supplier with a notice of seven days to the supplier.

1.11 Statutory Variation Clause: Any variation in statutory levies/taxes within the contractual delivery period shall be to RCF's account & beyond contractual delivery period, upward variation shall be to Supplier's account.

1.12 Security Deposit (SD) : Not Applicable

~~Successful bidder will have to submit Security Deposit for 10% of contract value either in the form of Bank Guarantee as per RCF's format or through DD, this SD should be valid for entire period of delivery + three months. This is to be submitted within 15 days of placement of order. The Bank Guarantee should be from the Bank out of RCF approved Bankers as per the list attached.~~

~~**Note: Security deposit shall be 20% if the difference between quotes of successful L1 bidder & L2 bidder is more than 20%. Provided there are 3 or more techno-commercially qualified bidders.**~~

1.13 e-Reverse Auction: Not applicable

Process Compliance Form

(Tenderers are required to print this on their company's letter head 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

We hereby confirm the following -

1. The undersigned is the authorized representative of the company/ organization.
2. We have carefully gone through the NIT, Tender Documents and the Rules governing the e-tendering as well as 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 site 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 eProcurement portal of CPPP as displayed under Help for Contractors.
8. We accept the Integrity Pact as given in the tender document (if applicable).
9. We do authorize RCF, Ltd for seeking information/clarification from our/my bankers having reference in this bid.
10. 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 –

Company / Organization –

Designation within Company / Organization –

E-mail Id:

Tel no:.

TECHNICAL BID**ANNEXURE-II**

(Note: Bidder has to confirm their acceptance in given sheet and for technical evaluation, this Annexure to be submitted in Technical bid (**Packet 3**) in e-Tender)

Item without confirmation and deviation shall be considered as 'Agreed' only.

Sr	Item code	Item Description	Quantity	Bidder Confirmation (Please put ✓ in front of confirmation)	HSN Code & Deviation if any
1.	300062272	<p>ALUMINA BALLS OF 1/2" (12MM +/-1MM) DIA SIZE SPHERES HAVING A BULK DENSITY OF APPROXIMATELY 2.0 KG/LITRE WITH COLD CRUSHING STRENGTH OF 250 KG (MINIMUM) SUITABLE FOR OPERATING TEMPERATURE OF REACTORS UPTO 700 DEGC.</p> <p>THE FOLLOWING IS COMPOSITION OF MATERIAL: ALUMINA (min.) 99.5%, SiO₂ <0.5%, Fe₂O₃<0.2%, CaO<0.2%, Na₂O+K₂O<0.3%, Cl, S & As LESS THAN 50 PPM EACH. PARTICLE DENSITY 3.7-3.9 G/CM³, APPARENT POROSITY 10%</p> <p>(These materials will be used in cracker tube.)</p> <p>NOTE FOR SUPPLIER: A. PARTY SHALL GIVE TEST CERTIFICATES FOR THE INGREDIENTS AS MENTIONED IN SPECIFICATIONS. B. CRUSHING STRENGTH AND HARDNESS TEST RESULTS SHALL BE SUPPLIED. C. THERE SHALL NOT BE ANY DUST OR MOISTURE IN SUPPLIED BALLS.</p>	600 KG	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed	
2.	SIGN AND STAMP OF BIDDER				

TERMS & CONDITIONS

(KINDLY FILL THIS SHEET AND SUBMIT IN PACKET-5 OF PART-I)

BIDDER'S NAME:		
NOTE: Please note that any blank field (un-marked) in the preceding confirmation box will be treated as 'Agreed' only. The word 'Inclusive' means the cost is included in basic cost of Material quoted without taxes.		
NO.	DESCRIPTION	BIDDER CONFIRMATION (Please put ✓ in front of your confirmation)
1.	GST Details: Please provide the GST number and applicable GST type.	GST No <input type="checkbox"/> IGST <input type="checkbox"/> SGST + CGST <input type="checkbox"/> Composite Scheme <input type="checkbox"/> Exempted
	Tax Compliance Clauses: Confirmation to all Tax compliance Clauses given in Annex-VI of this NIT.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
2.	PAYMENT TERMS: 100% payment will be made on 30 th day of receipt of material at RCF stores subject to acceptance of material at RCF stores as per NIT clause 1.02.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
3.	BID VALIDITY : The bid should be valid for a period of 90 days from the date of opening of the tender.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
4.	MUTUALLY AGREED DAMAGES CLAUSE for late delivery MAD shall be applicable for each delayed supplies @ ½% per week on the total basic value of each consignment or part there of subject to maximum of 5 % of total order value.	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
5.	FIRM PRICE: PRICE SHALL REMAIN FIRM THROUGH OUT CONTRACT PERIOD	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
6.	STATUTORY VARIATIONS: ALL STATUTORY VARIATIONS DURING CONTRACT PERIOD SHALL BE TO RCF's ACCOUNT AND BEYOND CONTRACT PERIOD TO YOUR ACCOUNT	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
7.	DELIVERY PERIOD: PLEASE QUOTE SHORTEST POSSIBLE DELIVERY PERIOD IN DAYS FROM THE DATE OF PO/INTIMATION DAYS
8.	WHETHER THE PARTY IS REGISTERED UNDER MICRO/SMALL/MEDIUM ENTERPRISES ACT 2006 (PLEASE FURNISH THE PROOF)	<input type="checkbox"/> MICRO <input type="checkbox"/> SMALL <input type="checkbox"/> MEDIUM <input type="checkbox"/> NOT APPLICABLE
9.	WHETHER THE PROPRIETOR OF "MSME" ENTERPRISE IS FROM SC/ST CATEGORY (PLEASE ATTACH CAST CERTIFICATE ISSUED BY COMPETANT AUTHORITY)	<input type="checkbox"/> YES <input type="checkbox"/> NO
10.	WHETHER THE PROPRIETOR OF "MSME" ENTERPRISE IS " WOMEN ENTERPRENURE " WITH MINIMUM SHARE OF 51% IN THE BIDDING FIRM. (PLEASE ATTACH PARTNERSHIP DEED,)	<input type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> Proprietor

11.	Please confirm the category under which the bid is being submitted	<input type="checkbox"/> Start-up Manufacturer <input type="checkbox"/> Local Supplier (Make in India) <input type="checkbox"/> MSE <input type="checkbox"/> None of the above
12.	For Bidders applying under " Make in India " - Please submit self-declaration confirming that the "local content in the offered material is% which is more than 50%" on bidder's letter head	<input type="checkbox"/> SUBMITTED <input type="checkbox"/> NOT APPLICABLE
13.	For bidders applying as " start-up " manufacturer Policy- Please submit valid registration certificate of department of Industrial Policy & promotion.	<input type="checkbox"/> SUBMITTED <input type="checkbox"/> NOT APPLICABLE
14.	WHETHER BIDDER IS CURRENTLY ON HOLIDAY LIST/BLACK LIST OR HAS BEEN PUT ON HOLIDAY/BLACKLISTED AT ANY PSU/GOVT. ORGANISATION. IF SO, GIVE DETAILS.	<input type="checkbox"/> YES <input type="checkbox"/> NO
15.	AGREED TO ALL TERMS AND CONDITIONS OF ENQUIRY (NOTE: NON ACCEPTANCE OR DEVIATION TO RCF'S STANDARD TERMS AND CONDITIONS MENTIONED IN ENQUIRY DOCUMENTS MAY LEAD TO REJECTION OF OFFER.)	<input type="checkbox"/> Agreed <input type="checkbox"/> Disagreed
SIGNATURE WITH STAMP		

Benefits to Micro and Small Enterprises (MSEs): (Applicable for manufacturer's only)

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

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

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

b) **Purchase Preference for MSE :**

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

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

A share of 3% out of this 25% shall be allowed to be supplied by participating MSEs owned by Women Entrepreneur (proprietorship, or holding minimum 51% shares in case of Partnership/Private Limited Company).

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

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

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

In case of more than one SC/ST or Women Entrepreneur MSE matching the L1 price, they shall equally share 4% & 3% of the order, and additionally share the balance 18% with other non-SC/ST & Women Entrepreneur MSE bidders.

c) Exemption from Earnest Money Deposit (EMD)/ Tender cost and Security Deposit (SD) for MSE:

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

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

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

Contact details are given below:

Name of Exchange	Contact Name	Contact No.	Email-id
RXIL	Mandar Hukeri	9819611681	mandar.hukeri@rxil.in
A Treds	Ms. Deepa Rath	9980771532	Deepa.rath@invoicemart.com ;
	Mr. Hitesh Popli	9930061225	hitesh.popli@invoicemart.com
M1 Exchange	Jacob Raphael V	7506197628	jacob.r@m1xchange.com
	Nieshant Nagda	9870337378	nishant.nagda@m1xchange.com

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

Benefits to MSME Seller:

1. Timely & Cheap finance without any collateral / loan / debt and no recourse to the MSME Seller
2. MSME Seller can get payments in less than 48 hours from submitting invoice on the platform, thus improving cash flows
3. Online & transparent bidding mechanism coupled with Buyer credit profile ensures most competitive rates and significant reduction in cost of funds for MSME.

4. Funding is without recourse to Seller; thus, payment once received through Platform cannot be recalled by the Financier

Steps Involved for registration at Platform:

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

A dedicated customer Management Team will be available for all the "TReDS Platform" by these platforms for any related queries. RCF will not entertain any queries related to any of these platforms.

A payment to be taken through "TReDS" or directly from RCF is a sole discretion of the vendor. RCF shall not intervene in the vendor's decision to place their invoices on "TReDS" Platform or directly taking payments from RCF.

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

Note :

- 1. The above benefits shall be allowed to only manufacturing Micro and small Enterprises and not to traders /agents for supply of materials. This includes the procurement of items from the list of especially reserved 358 items for MSE as per the Policy.**
- 2. Bidders registered under the "service" category shall not be considered for supply of material.**
- 3. Udyog Aadhar Number is mandatory for availing benefits against above scheme**
- 4. Any Change in MSE policy by Govt/competent authority shall supersede above clauses.**

TAX COMPLIANCE CLAUSES**Vendor/Supplier/Contractor declares that:**

1. Vendor/Supplier/Contractor/Contractor shall ensure timely submission of invoice(s) 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. Anti-profiteering → Vendor/Supplier/Contractor agrees unconditionally that any benefit arising, either directly or indirectly, out of implementation of GST is mandatorily passed on to RCF Ltd.
12. 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.
13. 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.
14. To make the ITC is available to RCF promptly, the vendor / contractor undertakes to upload scanned copy of invoice with the supporting documents in the portal specifically designed for the purpose in RCF website within 3 days of dispatch / 7 days of completion of service from his end. Non-compliance of the same shall attract the penal clauses as may be reasonably decided RCF.
15. 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.
16. Any reference in the NIT to CENVAT / VAT / Service Tax and the clauses relating thereto may please be ignored.

Procedure for action against an Agency in case of corrupt / fraudulent/ collusive / coercive practices and persistent poor performance / un-satisfactory performance.**Definitions:**

A.1 "Fraud" is a willful act or omission, intentionally committed by an individual either acting independently or in group(s) - by deception, connivance, suppression, cheating or any other fraudulent or illegal means, thereby, causing wrongful gains to self or any other individual and / or wrongful loss to others. This also includes abetment of any act mentioned above. Many a times such acts are undertaken with a view to deceive / mislead others, leading them to do or prohibiting them from doing a bonafide act or take bonafide decision which is not based on material facts.

Ä.2 "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution. "Corrupt Practice" also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

A.3 "Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial noncompetitive levels and to deprive the Employer of the benefits of free and open competition.

A.4 "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5 "Moral turpitude" means to be a conduct contrary to justice, honesty, modesty or good morals and contrary to what a man owes to a fellowman or to a society in general.

A.6 "Party/Contractor/Supplier/Vendor/Consultant/Bidder/Licenser" shall mean and include but not limited to a public limited company or a private limited company, a joint venture, Consortium, HUF, a firm whether registered or not, an individual, a co-operative society or an association or a group of persons engaged in any commerce, trade, industry etc is herein referred as "**Agency**"

A.7 "Company/Organization/Employer/Purchaser" is herein referred as "**RCF Ltd**".

1.0) HOLIDAY LISTING OF AN AGENCY: -

In the following circumstances, an Agency can be put on 'holiday list', for a minimum duration of one year and up-to a maximum period of three years by RCF Ltd: -

- a) In case of non-performance or poor performance, unsatisfactory performance, no response consistently with respect to delivery, not meeting delivery schedule, poor quality and workmanship despite repeated request to improve performance.
- b) In case of problems at the Agency end such as labour, financial, legal etc. which are not likely to be resolved by the Agency in next one year.
- c) Litigation, including arbitration proceedings, against or by the Agency, which is likely to have an adverse impact on the company, till the dispute is settled.

However, before an Agency is put on holiday, the shortcomings will be brought to the notice of the Agency, in writing, and proper notice specifying the grounds therein will be given in writing of the intention of RCF Ltd to put them on Holiday if the Agency does not rectify the breaches within a specified period of time. One weeks' time will be given to the Agency to offer their explanation. If the explanation is not found to be satisfactory or no explanation is received from the Agency within the stipulated time period, action / approval for putting the Agency on holiday shall be taken by the company without any further notice. Such action would be in addition to other remedies that would be exercised by RCF Ltd. The name of the Agency put on holiday will be displayed on company website and the Agency shall be put on Holiday in all units of the company.

Depending on the severity of the default by the Agency, RCF Ltd can also De-list the Agency in addition to Holiday. In the mean- time, further tenders will not be issued to such an Agency. Offer of such an Agency shall not be considered in RCF tenders.

2.0) DELISTING OF AN AGENCY: -

Necessity may arise for deletion of the name of an approved Agency for a number of reasons. Some of which could be:

- a) Fall in credit rating of the Agency.
- b) Death of the proprietor, in case of single proprietary firm.
- c) Bankruptcy/insolvency of the Agency.
- d) Splitting/merger/closure/ change in constitution of the Agency.
- e) Directive of Board/ Govt. Financial institution/ Court.

Period of De-listing shall be for a minimum period of one year. How-ever RCF Ltd at its discretion can delist the Agency for a maximum period of five years. Name of the De-listed Agency will be displayed on company website and will be on De-listed list in all units of the company. In the mean-time, further tenders will not be issued to such an Agency.

3.0) BLACKLISTING OF AN AGENCY: -

An Agency may be black-listed by the company where: -

- a) There are sufficient and strong reasons to believe that the Agency or his employee have been guilty of unethical or malpractice(s) including formation of cartel, bribery, corruption and fraud including substitution and in execution of PO/WO, smuggling, pilfering, unauthorized use of or disposal of Company's property / materials issued for specific work or
- b) Agency continuously refuses to pay Company's dues without showing adequate reasons **or**
- c) Agency (Director/Owner of the Agency, proprietor or any partner(s) or representative of the Agency) have been convicted by a court of law for offence involving moral turpitude in relation to business dealing(s) **or**
- d) Security considerations including suspected security considerations to the Company is envisaged.

In all the above cases from (3a to 3d) a Show Cause notice as to why the Agency should not be Blacklisted will be sent to the Agency. The notice will specify clearly the grounds for considering the Agency for blacklisting and one weeks' time will be given to the Agency to offer their explanation. If the explanation is not found to be satisfactory or no explanation is received from the Agency within the stipulated time period, action / approval for blacklisting shall be taken by the company without any further notice. Period of blacklisting will be minimum for five years.

In case if an Agency is registered for more than one item of supply /work, the decision regarding blacklisting would apply to all the items of supply /works /units of the company.

All the running contracts/other works with the Agency will be terminated immediately after blacklisting. Name of the blacklisted Agency will be displayed on Company website in all units of the company. No further tenders shall be issued to such an Agency.

In-case the Agency is put on Holiday list or on blacklist or gets delisted, EMD and SD, if any, submitted by the Agency shall stand forfeited. EMD/SD/PBG/available balance of other contracts of the same Agency shall also be considered for forfeiture, for the recovery towards any risk and cost amount, if applicable.

Note:

1. Agency shall note that all the points mentioned or stated above under Clause 1.0, 2.0 and 3.0 are only illustrative and not exhaustive. This does not prevent RCF Ltd from taking action against Agency for any other act that may not have been mentioned or stated above but the same falls under the gamut of fraudulent activity and considered as such by RCF Ltd.
2. If it is observed during bidding process / bid evaluation stage or during execution of contract or after execution of contract but during defect liability period that the Agency has indulged in corrupt/fraudulent/collusive/coercive practices, the Agency shall be banned for future business dealings with RCF Ltd for a period specified in the above referred clauses and the EMD/SD/PBG as the case may be, submitted by the Agency stands forfeited.

In case if an Agency has been put on holiday list or on blacklist or has got delisted in any other PSU or by Govt. Of India, offer of such an Agency shall not be considered in RCF tende

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

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

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

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

Now therefore the following Order is issued:

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

2. **Definitions:** For the purpose of this Order:

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

'Local supplier' means a supplier or service provider whose product or service offered for procurement meets the minimum local content as prescribed under this Order or by the competent Ministries / Departments in pursuance of this order.

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

'margin of purchase preference' means the maximum extent to which the price quoted by a local supplier may be above the L1 for the purpose of purchase preference.

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

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

3. **Requirement of Purchase Preference:** Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to local suppliers in all procurements undertaken by procuring entities in the manner specified hereunder:
 - a. In procurement of goods in respect of which the Nodal Ministry has communicated that there is sufficient local capacity and local competition, and where the estimated value of procurement is Rs. 50 lakh or less, only local suppliers shall be eligible. If the estimated value of procurement of such goods is more than Rs. 50 lakhs, the provisions of sub-paragraph b or c as the case may be, shall apply.
 - b. In the procurement of goods which are not covered by paragraph 3a and which are divisible in nature, the following procedure shall be followed:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not from a local supplier, 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the local suppliers, will be invited to match the L1 price for the remaining 50% quantity subject to the local supplier's quoted price falling within the

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

- c. In procurement of goods not covered by sub-paragraph 3a and which are not divisible, and in procurement of services where the bid is evaluated on price alone, the following procedure shall be followed:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is from a local supplier, the contract will be awarded to L1.
 - ii. If L1 is not from a local supplier, the lowest bidder among the local suppliers, will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such local supplier subject to matching the L1 price.
 - iii. In case such lowest eligible local supplier fails to match the L1 price, the local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the local suppliers within the margin of purchase preference matches the L1 price, then the contract may be awarded to the L1 bidder.
4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
5. **Minimum local content:** The minimum local content shall ordinarily be 50%. The Nodal Ministry may prescribe a higher or lower percentage in respect of any particular item and may also prescribe the manner of calculation of local content.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
9. **Verification of local content:**
 - a. The local supplier at the time of tender, bidding or solicitation shall be required to provide self-certification that the item offered meets the minimum local content and shall give details of the location(s) at which the local value addition is made.
 - b. In cases of procurement for a value in excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of

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

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of local suppliers who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above
- d. If a Nodal Ministry is satisfied that Indian suppliers of an item are not allowed to participate and / or compete in procurement by any foreign government, it may, if it deems appropriate, restrict or exclude bidders from that country from eligibility for procurement of that item and / or other items relating to that Nodal Ministry. A copy of every instruction or decision taken in this regard shall be sent to the Chairman of the Standing Committee.
- e. For the purpose of sub-paragraph 10 d above, a supplier or bidder shall be considered to be from a country if (i) the entity is incorporated in that country; or (ii) a majority of its shareholding or effective control of the entity is exercised from that country; or (iii) more than 50% of the value of the item being supplied has been added in that country. Indian suppliers shall mean those entities which meet any of these tests with respect to India.

- 11. Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while

identifying items and prescribing minimum local content of the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
13. **Manufacture under license / technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who hold intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
14. **Powers to grant exemption and to reduce minimum local content:** Ministries / Departments of Government of India and the Boards of Directors of Governments companies or autonomous bodies may, by written order,
 - a. Reduce the minimum local content below the prescribed level;
 - b. Reduce the margin of purchase preference below 20%;
 - c. Exempt any particular item or procuring or supplying entities or class or classes of items or procuring or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be marked to the Member-Convenor of the Standing Committee constituted under this Order.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing committee is hereby constituted with the following membership:
Secretary, Department of Industrial Policy and Promotion – Chairman
Secretary, Commerce – Member
Secretary, Ministry of Electronics and Information Technology – Member
Joint Secretary (Public Procurement), Department of Expenditure – Member
Joint Secretary (DIPP) – Member-Convenor

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

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary but not less than once in six months. The Committee
 - a. Shall oversee the implementation of this order and issues arising therefrom, and make recommendation to Nodal Ministries and procuring entities
 - b. Shall annually assess and periodically monitor compliance with this Order
 - c. Shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
 - d. May require furnishing of details or returns regarding compliance with this Order and related matters
 - e. May, during the annual review or otherwise, assess issued, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
 - f. May examine cases covered by paragraph 13 above relating to manufacture under license / technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for

enforcement of such agreements and for attaining the underlying objective of progressive indigenization

g. May consider any other issue relating to this Order which may arise.

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