



RASHTRIYA CHEMICALS AND FERTILIZERS LIMITED
(A Government of India Undertaking)
Administrative Building, IA Dept, Room no. 25, Chembur,
Mumbai 400 074. Maharashtra, INDIA
Phone: 022 2552 2259 / 2065

NOTICE INVITING TENDER FOR- Pre-qualification and Appointment as Internal Auditors for Non- technical function in RCF
Group B - Corporate Marketing office and Marketing Area Offices

TENDER NO. : RCF/INTERNAL AUDIT /2023-26/GROUP B

Website for bid Submission: <https://gem.gov.in>

KINDLY NOTE THAT ONLY OFFER THROUGH GeM WILL BE CONSIDERED AGAINST THIS TENDER

No verbal and / or telephonic queries and clarifications will be entertained by the RCF. All queries and clarifications are to be addressed to following E-mail id.

Contacts:

- 1) GeM Helpline Number: 1800-419-3436
- 2) Mrs.Rajani Singhal (Tel:+91 22 2552 2065), E-Mail: : rssinghal@rcfltd.com
- 3) V Krishnamurthy (Tel:+91 22 2552 2259), E-Mail: vkmurthy@rcfltd.com
- 4) For further details log on to www.rcfltd.com & <https://gem.gov.in>

NOTE - ANY CHANGE IN NIT / EXTENSION IN DUE DATE WILL APPEAR IN WEB SITE www.rcfltd.com / <https://gem.gov.in> IN FUTURE.

“PLEASE NOTE THAT SUBJECT JOB HAS SPLITTED IN TWO GROUPS AND BOTH GROUPS HAVE DIFFERENT TENDER ID (GeM Bid Number GEM/2023/B/3304982 & GEM/2023/B/3307735), ACCORDINGLY BIDDER SHALL SUBMIT THEIR OFFER SEPARATELY FOR EACH GROUP IN THEIR RESPECTIVE TENDER ID'S.

BIDDERS SHALL ENSURE THAT ALL DOCUMENTS RELATED TO PRE-QUALIFICATION (TECHNICAL OR COMMERCIAL) ARE SUBMITTED AT THE FIRST INSTANCE ALONG WITH THE ORIGINAL BIDS”.

RCF RESERVES THE RIGHT TO REJECT OUTRIGHT ANY BID NOT COMPLYING WITH THIS INSTRUCTION, AND MAY NOT DO ANY FURTHER CORRESPONDENCE TO SEEK CLARIFICATIONS/DOCUMENTS RELATED TO PRE-QUALIFICATION/CREDENTIALS & ELIGIBILITY CRITERIA.

In case of any doubts / details, party can visit the administration building, contact the with above signed persons, discuss and understand the job before submitting quotation.

INSTRUCTIONS FOR BIDDERS

This is a Notice Inviting Tender (NIT) as per the terms & conditions stated hereinafter:

RCF Profile:

- 1.1 RCF was incorporated on 6th March, 1978 consequent to reorganization of Fertilizer Corporation of India. RCF has two manufacturing units at Trombay, Mumbai and at Thal Dist. Raigad in Maharashtra and marketing offices all over India. The Registered office is situated at Priyadarshini, Sion, Mumbai.
- 1.2 RCF is a leading producer and marketer of nitrogenous fertilizers, Complex fertilizers and industrial products in India. Ujjwala Urea (46% N) is the flagship brand of the company. The Company also manufactures and markets Complex (NPK) fertilizers under the brand name Suphala, Bio-fertilizers and a wide range of industrial products like Nitric Acid, Sulphuric Acid, Ammonia, Ammonium Nitrate Melt, Ammonium Bi-carbonate, Methylamines, DMAC, etc. The Company has produced 27.56 lakh MT of fertilizers (21.85 lakh MT of Urea and 5.71 lakh MT of Suphala 15:15:15) during the year 2021-22.
- 1.3 RCF is a listed company with an authorized share capital of Rs.800 crore and paid up capital of Rs.551.69 crore. The shares of the company are listed at Bombay Stock Exchange (BSE) and National Stock Exchange (NSE).
- 1.4 RCF operates under the administrative control of the Ministry of Chemicals & Fertilizers, Department of Fertilizers, Government of India.
- 1.5 **Financial Performance of the Company for Last 3 years:**

(In Rs. Crore)

Parameters	2019-20	2020-21*	2021-22*
Turnover	9827.12	8407.79	12948.62
Profit Before Tax	202.93	527.98	943.91
Profit After Tax	288.15	381.94	704.36

* REVISED/RESTATED

- 1.6 Further details regarding the operational and financial performance of the company including Annual Reports of the Company is available on company's website www.rcfltd.com
- 1.7 **Financial Accounting & Reporting Systems at RCF:**

RCF maintains Books of Accounts as required under the applicable regulations and statutes. The Company's books of accounts are maintained in SAP ERP systems and RCF has implemented various SAP modules i.e. FI/CO, MM, PP, PM, SD, HR/Payroll etc. The accounts of the Company are prepared Business area wise, with each business area representing areas of operation like Trombay and Thal representing manufacturing units, Marketing divisions and Corporate Office based on which the accounting and operations are recorded and controlled. The company prepares Interim and Annual financial results as per the Companies Act 2013 and the listing Agreements with the Stock Exchanges.

1.8 Present scenario of Internal Audit

The Company has a well-defined Internal Control System that is adequate and commensurate with the size and nature of its business which has been outsourced for financial audit by CA and ICMA firms which conduct internal audit of various operational and financial matters on an on-going basis.

As required by the Companies Act, 2013, the Audit Committee has formulated the Scope, Functioning, Periodicity and Methodology for conducting the Internal Audit.

For the year 2023-24, Tentative Audit Plan of 120 non-technical audits as summarized below. The detailed Tentative Audit Plan is attached at **Annexure I**

Name of the Audit Area/Group	Number of Audits
a. <u>Corporate Head office, Trombay and Thal Unit:</u>	
Corporate Head Office	9
Trombay Unit	43
Thal Unit	38
Sub- Total(a)	90
b. <u>Corporate marketing, IPD and Marketing Area Offices:-</u>	
Corporate Marketing	12
Industrial Product Division(IPD)	4
Marketing Area Offices(In West, South North and East Regions)	14
Sub- Total(b)	30
Total(a +b)	120

Reporting to Audit Committee:

- The significant observations along with suggestions made in the audits performed, replies received from the auditees and Internal Audit department's further comments are put up to the Audit Committee for their review and further directives, if any, on a quarterly basis. The directives received from the Audit Committee are communicated to the concerned departments for compliance.
- The Action Taken Reports by the concerned section in respect of directives are also put up to the Audit Committee. The performance of the Audit department as regards to the audits conducted during the previous quarter is also reviewed by the Audit Committee.
- Reviewing, auditing, testing and providing suggestions for improvement / modifications in Standard Operating Procedures (SOPs) / Risk Control Matrix (RCMs) prepared by RCF.
- Reviewing adequacy, auditing, modifying, testing and providing suggestions for improvement / modifications on the framework of Internal Controls and Internal Financial Control over Financial Reporting (ICFR).

2 Tender:

2.1 Bids are invited in two bids system (Technical and Financial/Price bids) by Rashtriya Chemicals and Fertilizers Limited from the firms of Chartered Accountants/ Cost Accountants for Pre-qualification and Appointment as Internal Auditors for the period from **01.04.2023 to 31.03.2026** for audit of the following groups:

Group A - Corporate Head Office (including review of Annual Accounts), Trombay Unit and Thal unit

Group B - Corporate Marketing office and Marketing Area Offices

The list of region wise Marketing Area offices is enclosed at **Annexure II**

2.2 **The Pre- qualified firms would remain valid for a period of three years**

2.3 **AWARD OF CONTRACT:** Contract shall be awarded to the vendor/parties who will be techno-commercially qualified as per pre-qualification criteria of each group, on overall lowest tender basis of each group as per note given below for bidders. **For each group a different auditor/bidder will be appointed hence bidder will be awarded contract for only one group.**

The bidder shall thoroughly go through the scope of work, visit the site if required to properly understand the various jobs involved before submitting the quotation.

- **Bidder shall quote separately for each group as per mode of quotation.**
- **Group A: {Corporate Head Office (including review of Annual Accounts), Trombay Unit and Thal unit.}**
Price bid of Group A will be opened first. Work order shall be placed on overall lowest bidder of Group A. If required, negotiations will be conducted with the L1 Bidder & Group A will be finalized.
- **Group B: (Corporate Marketing office and Marketing Area Offices.)**
At the time of opening of price bid of Group B, Price bid of L1 bidder of Group A will not be opened & their offer will not be considered for evaluation for Group B. Work order shall be placed for Group B on overall lowest bidder of that group. If required negotiations will be conducted with the L1 Bidder and Group B will be finalized.
- **As stated earlier for each group a different auditor/bidder will be appointed. In other words, a bidder will be awarded contract only for one group.**

The bidder shall thoroughly go through the scope of work, visit the site if required to properly understand the various jobs involved before submitting the quotation.

MSEs: Preference for MSEs:

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference clause shall be applicable to MSEs bidders.

- i. **For Non Divisible tender:** This Tender is Non Divisible tender, hence if it is observed that the L1 bidder is a Non- MSE bidder and that there is a MSE bidder (Who is not L1) who has quoted within a price band of L1 + 15%, The Complete job shall be awarded to such an MSE who is within the price band of L1 + 15%, Subject to such MSE bringing down their price to match the L1 price. The preference for order shall be given according to their ranking after Price bid opening.
- ii. In case There are more than one MSE bidder within the L1 + 15 %, The L1 price shall be offered to that MSE, who has quoted lowest among the MSE bidders and in case they decline to match their price to L1, it shall be offered to the subsequent MSE bidder (if any) in L1 + 15% band.
- iii. In case MSE bidder has not quoted within L1 + 15 % band such an offer would not be made for matching of Price and the original L1 bidder shall be awarded the complete job.

In support of the bidder being a MSE the Udyam Registration certificate shall be submitted, in absence of which the Purchase Preference for above shall not be considered.

Tenders shall be provided free of cost and tender documents are downloadable from the websites of RCF (<http://www.rcfltd.com>) and the GEM Portal or can be obtained from the Office of General Manager (IA).

3 ELIGIBILITY CRITERIA FOR PRE-QUALIFICATION:

Whereas the proprietary concerns of Chartered Accountant /Cost Accountant need not apply, the pre-qualification criteria for the firms are given below:

A. MANDATORY:

- 3.1 The firm (Partnership/LLP etc.) should be in practice for the past minimum 10 years i.e. existence of the firm should be minimum 10-year-old as on the date of submission of Tender. (Supported by date of Incorporation certificate issued by Institute of Chartered Accountants of India/ Institute of Cost Accountants of India).
- 3.2 The firm should have at least 5 full time Chartered Accountants or Cost Accountants, (inclusive of two full time partners/directors) as on the date of submission of Tender (supported by copy of Constitution certificate of the firm issued by Institute of Chartered Accountants of India/ Institute of Cost Accountants of India)
- 3.3 The firm should have at least 10 semi-qualified assistants (inter CA/ inter ICMA) as on the date of submission of Tender (supported by institute documents)
- 3.4 The firm should have at least 20 Audit staff/article assistants as on the date of submission of Tender.
- 3.5 The firm should have experience in conducting Statutory Audit or Internal Audit for at least 20 companies (Registered under Companies Act) as on the date of submission of Tender. (Statutory means Audit conducted by Firm of Chartered Accountant under Section 139 of Companies Act 2013 or by Firm of Cost Accountant under Section 148

of Companies Act 2013 and Internal Audit means audit as per Section 138 of the Companies Act 2013).

- 3.6 Out of the 20 Companies as mentioned at 3.5 above, for getting eligible for the Group B mentioned at 2.1 above i.e Corporate Marketing office and Marketing Area Offices, the firm should have experience in at least 4 companies having Annual Turnover of Rs. 3000 Crore or more each during last 7 years and out of these 4 companies, at least 3 should be listed companies.
- 3.7 For getting eligible for the Group B mentioned at 2.1 above the firm should have experience in conducting audit in SAP ERP system (MM, SD & FICO module) in at least 4 companies/ organizations/co-operatives having Annual Turnover of Rs. 3000 Crore or more each during last 7 years (to be supported by documents by the firm).
- 3.8 Experience of Statutory / Internal Audit assignment in CPSEs/State PSEs of at least **two** PSU's/SPEs having annual turnover of Rs. 3000 Crore or more each in preceding 7 Financial Years.
- 3.9 The firm must have conducted Audit of at least four Company/organization/co-operative having net worth of Rs. 1200 Crore or more during last 7 financial years.
- 3.10 The firm should have at least one partner with DISA (Diploma in System audits) /CISA (Certified Information Systems Auditor) qualification as on the date of submission of Tender.
- 3.11 For the **Group A & Group B** mentioned at 2.1 above it is mandatory for firm to have offices/branches/divisions in Maharashtra.
4. Proposed Audit Plan for the year 2023-24, scope of work, extent and periodicity of checking, reporting formats etc. are mentioned in **Annexure-D** enclosed. It may be noted that the scope as given under this Annexure is only indicative and not exhaustive. The Audit Plan for the year 2024-25 and 2025-26 will be finalized with some replacement/ addition/deletion etc. The number of Audit reports can vary by +/- 10%. The firm may be asked to look into any other activity as may come to the notice during the course of audit and/or render any advice/opinion in the area of audit.
5. **Time schedule:** The Internal Audit has to be conducted as per Audit Plan of RCF (**Placed at Annexure D**) in the following 12 phases:

Phase I	April 2023 to June 2023
Phase II	July 2023 to September 2023
Phase III	October 2023 to December 2023
Phase IV	January 2024 to March 2024
Phase V	April 2024 to June 2024
Phase VI	July 2024 to September 2024
Phase VII	October 2024 to December 2024
Phase VIII	January 2025 to March 2025
Phase IX	April 2025 to June 2025
Phase X	July 2025 to September 2025
Phase XI	October 2025 to December 2025
Phase XII	January 2026 to March 2026

The Audit Reports are required to be submitted as per following schedule:

Time Schedule for Phase Audit Reports			
Period of Audit	Draft Audit Report by submission by Auditors	Reply by RCF Offices	Final Report along with draft significant observations to be submitted by auditors
April 2023 to June 2023	On or before 7th day of each month.	Within 15 days from date of draft report.	Within 7 days from date of draft report.
July 2023 to September 2023	--do--	--do--	--do--
October 2023 to December 2023	--do--	--do--	--do--
January 2024 to March 2024	--do--	--do--	--do--
April 2024 to June 2024	--do--	--do--	--do--
July 2024 to September 2024	--do--	--do--	--do--
October 2024 to December 2024	--do--	--do--	--do--
January 2025 to March 2025	--do--	--do--	--do--
April 2025 to June 2025	--do--	--do--	--do--
July 2025 to September 2025	--do--	--do--	--do--
October 2025 to December 2025	--do--	--do--	--do--
January 2026 to March 2026	--do--	--do--	--do--

- a. The above reports are to be submitted to RCF Head of Internal Audit Department for issue to concerned Auditee department.
 - b. The replies to the reports will be received by RCF Head of internal Audit department and forwarded to the concerned Internal Audit firm.
 - c. All the working papers during course of audit will be the property of the Company (RCF) and handed over to Head of Internal Audit (RCF) on submission of final audit report.
 - d. Firm will deploy sufficient staff to carry out Audit within schedule period.
6. The selected firms would have to deploy sufficient number of Chartered Accountant/ Cost Accountant, semi-qualified persons and article assistants for reasonable duration of time for conducting and completion of each Audit report. The audit should be supervised by qualified CA/CMA and assisted by semi qualified CA/CMA or CA/CMA trainees/articles assistants. The senior partner of the firm will be required to attend

quarterly Audit Committee meetings (generally held at Mumbai) to brief the significant matters covered under Audit reports issued.

The indicative chart of expected deployment of minimum staff / man-days for conducting Internal Audit is given below:

Sr. no	Units/ Offices	Minimum number of staff	Minimum number of man-days
A	<u>Corporate Head office, Trombay and Thal Unit:</u>		
1	Corporate Head Office	i) One Chartered/Cost Accountant ii) One semi-qualified person iii) Two audit assistants	20 man-days in each phase (as per schedule, mentioned at Para 6).
2	Trombay Unit	i) One Chartered/Cost Accountant ii) One semi-qualified person iii) Two audit assistants	65 man-days in each phase (as per schedule, mentioned at Para 6).
3	Thal Unit	i) One Chartered/Cost Accountant ii) One semi-qualified person iii) Two audit assistants	50 man-days in each phase (as per schedule, mentioned at Para 6).
B	<u>Corporate marketing and Marketing Area Offices:-</u>		
1	Corporate Marketing	i) One Chartered/Cost Accountant ii) One semi-qualified person iii) Two audit assistants	18 man-days in each phase (as per schedule, mentioned at Para 6).
2	Marketing Area Offices(In West, South, North and East Regions)	i) One Chartered/Cost Accountant ii) One semi-qualified person iii) Two audit assistants	27 man-days in each phase (as per schedule, mentioned at Para 6).

Senior partner/Partner heading the assignment should visit and discuss audit observations and reports with Head of Internal Audit/Management once in Three Months in addition to his attendance in Audit Committee meetings. Non compliance of the same will result in company withholding the phase wise payments till regularization. If the delay continues for more than two quarters the assignment is liable to be terminated.

The Senior Partner / Partner /Manager (Qualified CA/ICMA) of the firm should also visit the Unit / Area Office during each phase of audit for discussion of significant observations with

the Head of Unit / Area Office and Finance Head for required number of days as per the tour approval.

In addition to audit fees, reimbursement of Travelling, Lodging & Boarding expenses are given in the following manner:

Travelling Expenses	Lodging & Boarding
<p>To and fro fare limited to 3rd class AC Rail fare will be reimbursed against documentary proof for the journey performed by the team (two) of auditors. However, if Partner visits, he may travel by rail / own vehicle and reimbursement shall be limited to 2nd class AC rail fare.</p>	<p>For Thal / Delhi Office</p> <p>The lodging and boarding will be provided in RCF Guest House free of charge. For Thal the local conveyance between Guest House and Thal office and factory would be provided.</p>
	<p>For various Area Offices</p> <p>Boarding charges will be reimbursed Rs. 350/- per day per audit member and Rs. 450/- for the Partner per day including taxes (maximum 2 audit staff for 5 working days are allowed).</p> <p>The lodging charges will be reimbursed on submission of bill limited to Rs. 2200/- per day plus taxes for audit team (maximum 2 audit staff for 5 working days are allowed).</p>
	<p>The lodging charges for partner will be reimbursed on submission of bill limited to Rs. 4400/- per day plus taxes as per the tour approval.</p>

Note: The charges for Travelling Expenses and Lodging & Boarding shall be reimbursed on submission of documentary evidence.

- 7. Payment Terms:** The details of minimum total audit reports to be covered during 2023-24 are given at Attachment 1 and 6 for two groups. The minimum number of audit reports to be evenly phased out and covered during each phase will be 23 and 8 reports for the area/groups A and B (as at sr. no.7 above) respectively for the year 2023-24. Similarly, based on Audit Plan for 2024-25 and 2025-26, the minimum number of audit reports are to be evenly phased out during each phase within the respective years. The payment of audit fees would be made in terms of percentage specified below within 30 days from submission of these minimum number of final audit reports, summarized executive reports and significant observations pertaining to that phase along with tax Invoice. The tax invoice will be verified and certified by RCF Internal Audit Department and payment will be released by Corporate Finance Department, subject to deduction of Income–Tax at source as applicable from time to time.

Statutory Taxes etc.: All other taxes or other statutory levies etc. shall be paid extra.

The payment would be released on Phase basis (for both the area/groups), as under:

S. No.	Phase/ Period	% age of Total Fee Payable
1	April 2023 to June 2023	8.33%
2	July 2023 to September 2023	8.33%
3	October 2023 to December 2023	8.33%
4	January 2024 to March 2024	8.33%
5	April 2024 to June 2024	8.33%
6	July 2024 to September 2024	8.33%
7	October 2024 to December 2024	8.33%
8	January 2025 to March 2025	8.33%
9	April 2025 to June 2025	8.33%
10	July 2025 to September 2025	8.33%
11	October 2025 to December 2025	8.33%
12	January 2026 to March 2026	8.33%/Balance

8. **Period of Contract:** The period of contract will be from 01.04.2023 to 31.03.2026.

9. **PENALTY TO VENDOR FOR LATE SUBMISSION OF BILLS**

The bill must be submitted complete in all respects i.e. supporting documents within 30 days from the date of completion of job. In case of delay in submission of bills (complete in all respects) beyond 30 days, vendor shall have to pay penalty at the rate of Rs. 100 per week or part thereof subject to maximum of 5% of invoice value shall be applicable.

a. **Bid Validity:** The bid should be valid for a period of **120 days** from the date of opening of the tender. **Offers with less bid validity shall be rejected outright.**

b. **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 Contractor's/bidder's account.

c. RCF Ltd reserves the right to accept or reject any or all tenders in full or in part without assigning any reason.

10. **PART-I : TECHNO-COMMERCIAL BID :**

Packet	1	Duly signed & stamped towards acceptance- Annexure A -General
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		Terms & Conditions, Annexure B- Declaration Sheet, copy of GST Registration Certificate and PAN Card (in the name of the Firm)
Packet	2	Duly signed & stamped copy of Annexure – E, E1 to E3 stating Particulars of partners, qualified Chartered Accountants/ Cost Accountants and Article assistants/ Audit staff, along with Membership Certificate copies of partners, qualified Chartered
Packet	3	Duly signed & stamped copy of Annexure E4 (stating company-wise experience of having audited 20 companies), E9 and E10 .
Packet	4	Duly signed & stamped copy of Annexure E5 to E7 along with the copy of work orders placed by Manufacturing Companies/organizations/co-operatives and other manufacturing companies on your firm's name.
Packet	5	Duly signed & stamped copy of Annexure E8 along with the copy of work orders placed by firm having experience of Statutory / Internal Audit Assignment in CPSE/State PSEs in preceding 7 years on your firm's name.
Packet	6	Duly signed & stamped copy of incorporation certificate issued by Institute of Chartered Accountants of India/ Institute of Cost Accountants of India and DISA/CISA certificate
Packet	7	Duly signed & stamped copy of Firm's constitution certificate of firm issued by the Institute of Chartered Accountants of India/ Institute of Cost Accountants of India to the firm containing inter-alia, the details of partners as on date of tender.
Packet	8	Duly signed & stamped copy of Annexure F- Undertaking Sheet and Annexure G- LIST OF DOCUMENTS ATTACHED
Packet	9	Duly filled VENDOR UPDATION FORM ANNEXURE H and ANNEXURE-A-I & A-II Instructions To MSME Vendors & TReDS
Packet	10	Signed copy of Annexure-I Tax Compliance Clauses Related to GST, Annexure-J Disciplinary Clauses and Annexure-K "INTEGRITY PACT"

- 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 Vendor's account.

Note-

1. if after opening of price bids, if the price bid of the techno-commercially acceptable bidder in any of the group is not in the same form as un-priced price bid and contains additional condition or modified terms and conditions, such price bid shall be liable to be considered invalid and offer of that bidder shall not be considered.

In case of any doubts / details, party can visit the Administration Building, contact the person discuss and understand the job at site before submitting quotation.

GENERAL TERMS AND CONDITIONS

1.0 Requirements for Bid to be considered Valid.

- 1.1 In Financial Bids, lump sum fee that is exclusive of Travelling, Boarding and Lodging excluding GST for conducting the assignments are to be quoted.
- 1.2 No cutting or overwriting allowed in Financial Bids. In such cases, bid would not be considered.
- 1.3 While submitting the bid, tenderers are requested to ensure that bids are in compliance with the regulations applicable under various statutes. Any fine, penalty or expenses due to breach arising there on will be borne by the tenderer.
- 1.4 RCF takes no responsibility for delays, loss or non-receipt of tender documents or any letters sent by post/courier either way and also reserve the right to reject any offer in part or full.
- 1.5 The submission of offer shall have no cause of action or claim against RCF for rejection of offer. The bidding firms shall not be entitled to claim any costs, charges and expenses incidental to or incurred in connection with submission of offer or its consideration by RCF, even though RCF may opt to modify/withdraw the Invitation to Tender or does not accept the offer or cancel the tender as a whole.
- 1.6 The successful bidders engaged for Internal Audit work will not be allowed to sub-contract the job awarded to them.
- 1.7 The successful bidders engaged for Internal Audit work will be provided with infrastructure facilities like office space for staff, computers (not laptops) with internet, internal telephones, printer and stationary.

2.0 Bid Evaluation Process & Award of Contract

2.1 Technical Bid Evaluation

PART-I : TECHNO-COMMERCIAL BID of all bidders would be opened/decrypted first.

The bidder firm can apply/quote for one or both the groups, however contract shall be awarded for one group only to a bidder firm.

Bidders shall ensure that all documents related to pre-qualification (technical or commercial) as per Tender Document Clause No. 3 (i.e. Eligibility criteria for pre-qualification) are submitted at the first instance along with the original bids”.

RCF reserves the right to reject outright any bid for not complying with this instruction, and may not do any further correspondence to seek clarifications/documents related to pre-qualification/credentials & eligibility criteria

The bidder firms which are pre-qualified as per Tender Document Clause No. 3 (i.e. Eligibility criteria for pre-qualification) shall be considered eligible and later their financial bids will be opened/decrypted.

2.2 Financial Bid Evaluation

1. Uploaded Price bids, for technically qualified bidder firms - If after opening of price bids, if the price bid of the techno - commercially acceptable bidder in any of the group contains additional condition or modified terms and conditions or deviations , such price bid shall be liable to be considered invalid and offer of that bidder shall not considered
2. After evaluation of technical bids as above, the financial bids of only technically qualified pre-qualified bidder firms of **Group A** would be opened first.
3. After opening the price bid of **Group A**, as decided by RCF, Work order shall be placed on overall lowest bidder of **Group A**. If required negotiations will be conducted with the L1 Bidder of **Group A** and Bidder for **Group A** will be finalized.
4. Price bid of **Group B** will be opened after evaluation of technical bids for Group B. **Price bid of L1 bidder of Group A will not be considered for evaluation for Group B.** Work order shall be placed for **Group B** on overall lowest bidder of that group. If required negotiations will be conducted with the L1 Bidder of **Group B** and Bidder for **Group B** will be finalized

2.3 Award of Assignment / Contract

Contract shall be awarded to the bidder who will be **techno-commercially qualified as per pre-qualification criteria of each Group**, based on the price bid on overall lowest tender basis of each group.

The contract for the **Group A** shall be awarded to the L1 bidder firm as determined at 2.2 above and this firm would not be considered for further process for award of contract for the **Group B**.

After award of contract to above **Group A**, the financial bids of pre-qualified bidder firms of **Group B** would be opened/decrypted. **Price bid of L1 bidder of Group A will not be considered for evaluation for Group B.**

3.0 Other Terms and conditions.

1. The bids should be unconditional. Conditional bids would be rejected.
2. RCF reserves the right to negotiate with the bidders.
3. If some discrepancies are found between the rates given in words and figures. The rate as quoted in words shall be adopted.

4. The acceptance of tender will rest with RCF and RCF reserves itself full right to reject any or all tenders.
5. The tenderer is not entitled to any compensation for the expenses incurred in connection with the preparation and submission of tenders.
6. Currencies for bid and payment shall be in Indian Rupees only.
7. The successful bidder would ensure that the information obtained during the audit in respect of RCF is maintained in strict confidence and secrecy. An undertaking towards maintaining confidentiality is to be provided by the successful bidder.
8. The manpower engaged by the successful bidder Audit firms for RCF Audit work shall be the employees of the bidder Audit firms for all intends and purposes. The manpower should be engaged on need basis and should not be engaged for more than 240 days in a year for the subject contract. The Audit firms have to withdraw the manpower deployed by them after expiry/completion/termination of the contract and RCF will not take any responsibility of them.

4.0 Termination of contact

RCF reserves the right to terminate the contract if the progress/performance of the audit firm is found unsatisfactory or any part/whole of the contract terms are not fulfilled. RCF also reserves right to de-list such audit firms and take other appropriate action against them.

If at the time of deployment M/s RCF found that there is no CA, then M/s RCF reserves the right to terminate the contract.

5.0 Action against the successful applicant

Failure to act according to EOI conditions, non-fulfilment of any or whole of the contract may entail de-listing of the firm in addition to taking other appropriate action against the Firm.

6.0 Arbitration:

Except where otherwise provided in the contract, all matters, questions, disputes or difference whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof, or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract be referred to the arbitration of Director Finance, Rashtriya Chemicals and Fertilizers Limited or his/her nominee.

The Arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment there-of and the rules made there under.

The bidders hereby agree that they shall have no objection if the arbitrator so appointed is an employee of RCF and had to deal with the matter to which the contract relates and

that in the course of his duties as such he has expressed his views on all or any of the matter in dispute or differences.

7.0 Jurisdiction

In respect of all tender conditions, the decision of RCF shall be final and binding. The venue of the Arbitration shall be Mumbai & Mumbai courts will have exclusive Jurisdiction.

8.0 Force Majeure:

Neither party shall be liable for any claim on account of any loss, damage or compensation, whatsoever, arising out of any failure to carry out the terms of this contract where such failure is caused due to war; rebellion, mutiny, civil commotion, fire riot, earthquake, drought, floods, crop failure, or Act of God or due to any restraint or regulation of the State or Central Government or a local authority/authorities provided a notice of such occurrence is given to be other party in writing within 10 days from the date of occurrence of the force condition, furnishing therewith a documentary evidence supporting the invoking of the force majeure clause. On cessation of the force majeure the party invoking force majeure shall inform the other party of the period for which the force majeure condition continued and shall also give documentary evidence thereof to this effect.

9.0 General

Bidder/Tenderer shall mean the firm who submits the tender and enters into contract with RCF and shall include their executors, administrators and successors and permitted assignees.

DECLARATION SHEET

I/we, hereby certify that all the information and data furnished by me/us with regard to this tender specification are true and complete to the best of my/our knowledge. I/we have gone through the Terms, conditions and stipulations in detail and agree to comply with the requirements.

I/we, further certify that I am / we are the duly authorized representative of the under mentioned tenderer.

I/We, further certify that the following close / distant relative(s) of partner/director of our firm are presently working in Rashtriya Chemicals and Fertilizers Limited (RCF):

S.No.	Name	Designation	Department
1.			
2.			
3.			

I/We, further certify that the following Ex-employees of Rashtriya Chemicals and Fertilizers Limited (RCF) are presently working/associated with our firm:

S.No.	Name	Last Designation in RCF
1.		
2.		
3.		

I/We, further certify that no sister concern / Common Partner is bidding separately in this tender in the name of other concern/firm.

I/We also undertake that the terms and conditions of Notice Inviting Tender and Annexure-A of NIT is acceptable to us without reservations and no deviation to NIT has been taken while making the offer.

I/We further agree to abide by the conditions of contract and to carry out all work that would be assigned (as per Annexure D) within the specified time in accordance with instructions referred to in the Notice Inviting Tender.

In case of acceptance of the Bid by Rashtriya Chemicals and Fertilizers Limited, I/We bind myself/ourselves to execute the contract as per the conditions mentioned in the Assignment awarded.

Yours faithfully
For M/s _____
(Signature of Bidder with Seal)

Address: _____

E-Mail-ID : _____

Contact No : _____

Mode of quotation (Total Lumpsum Amount including GST) - Group B

Financial Bid for Internal Audit of RCF for 2023-26 (for Three years)

Name of the Firm:.....

Address:.....

E-Mail ID:.....

Contact Numbers:.....

Bidder shall quoted total price including all applicable taxes & duties for complete Three years Audit

S. No.	Area of Audit (Refer clause no 2.1(i) of Tender Document)	Lump sum Audit Fee for the Period 01.04.2023 to 31.03.2026 (for <u>Three years</u>) including GST
1.	Corporate Marketing office and Marketing Area Offices.	Bidder shall quote total Lump sum Audit Fee for the Period 01.04.2023 to 31.03.2026 (for Three years) including all applicable taxes & duties.

Note 1 The quoted bids are valid for entire contract period: FY 2023-24, 2024-25 and 2025-26 and no escalation will be claimed during the contract period.

2 Above fees is in Indian Rupees and exclusive of all i.e. TA, DA, Lodging, Boarding etc

(Signature of Partner with Membership number and seal of the firm)

For Internal Audit of Corporate Marketing office and Marketing Area Offices:-

1. **Attachment 6** – Proposed Audit Plan, Quantum & Periodicity for 2023-2024.
2. **Attachment 7** – Overall indicative Scope
3. **Attachment 8** – Reporting formats for monthly Final Audit Reports.
4. **Attachment 9** – Reporting formats for Executive Summary of Audit Reports.
5. **Attachment 10** – Reporting formats for Quarterly Significant Observations Reports.

Attachment -6**Proposed Audit Plan for Corporate Marketing office and Marketing Area Offices for the year 2023-24 along with reference no. of Scope and Periodicity**

SR.NO.	AREAS TO BE COVERED	NO. OF AUDITS	Minimum Scope of Audit to be covered as mentioned at Attachment – 7
			Annexure 1,3,14, 44, are applicable for each audit report along with Annexure numbers as mentioned below:
A	MARKETING FERTILIZERS HEAD OFFICE		
1	Schedule Review	1	20
2	Payment Vouchers	1	3(15)
3	Bank Reconciliation	1	13
4	Pricing Circulars	1	3(15)(16)
5	Handling, Transportation and other Contracts and uploading of service orders in SAP S and D Contracts for Trombay and Thal	1	3(18) , 21
6	Publicity & Promotions Contracts	1	3(19), 21(A)
7	Overdue outstanding of customers	1	3(3)(4)(21)
8	Trading activity(Domestic & Imports)	1	3 – (1),(13),(16),(17),(18),(19)
9	Subsidy claims & Receivables	1	3(17)
10	Audit of Material sold at Rake Point / godown and old material lying at godown	1	
	SUB TOTAL (A)	10	
B	MARKETING AREA OFFICES		Annexure 1,3,14, 44, are applicable

			for each audit report along with Annexure numbers as mentioned below:
	There are total 29 Marketing Area offices in India. It is expected to conduct Audit of all Area offices over the period of 3 years. However due to high volume of sales, it is required to conduct compulsory Audit of following first 7 areas every year. Audit of remaining areas may be covered suitably in consultation with Head of Internal Audit.		
1	Nizamabad	1	3
2	Kokan	1	3
3	Hubli	1	3
4	Khammam	1	3
5	Vijayawada	1	3
6	Raipur	1	3
7	Pune	1	3
8	Kolhapur	1	3
9	Punjab, Harayana and Himachal Pradesh	1	3
10	Rajasthan	1	3
11	Uttar Pradesh and Uttarakhand	1	3
12	Bihar	1	3
13	Jharkhand	1	3
14	Compliance of SOP's and INDAS accounting	1	
	SUB TOTAL (B)	14	
C			Annexure 1,4,14, 44, are applicable for each audit report along with Annexure numbers as mentioned below
	MARKETING Industrial Product Division (IPD)		
1	Payment Vouchers	1	4(2)(3)(11)
2	Schedule Review	1	20
3	Debit / Credit Notes	1	4(7) (8)
4	Bank Reconciliation	1	13
5	Pricing of IPD Products	1	4(1)

6	New products and Marketing Arrangements	1	
	SUB TOTAL (C)	6	
	GRAND TOTAL (A+B+C)	30	

Attachment -7

Scope of Internal Audit

Checklist for Marketing Audit of the broad areas to be covered are mentioned below in Annexure 3

Annexure 3

1. Stock Reconciliation:

- a. The status of completion of stock reconciliation is obtained to ascertain whether the stock reconciliation is being done timely.
- b. From the stock reconciliation, to scrutinize whether any inter-district movements of material has been done, if so, whether the competent authorities approval has been obtained giving proper justifications.
- c. The quantities of closing stock for a few of the godown are verified as given in the stock reconciliation along with the godown stock reports.
- d. From the stock reconciliation, the status of damaged stock and sweeping is obtained to check the age of the damaged / sweeping stock and the reasons for not disposing of the same are to be ascertained.
- e. The details of goods in transit are checked, to ascertain whether any material has been lying in transit for longer period and whether claims have been preferred with Railways/Transporters for these goods in time.
- f. The quantity of transit loss & storage loss is checked to see, whether they are on the higher side and reasons for the same.
- g. The rake disposal reports are checked to ascertain the position of disposal of material i.e. for ex-rake point sales transferred to godown. If delay is observed in raising the invoices for ex-rake point / cash and carry sales the same are reported.
- h. SAP T-Code MC.9, MB5B to view godown wise report.
- i. Reviewing adequacy, auditing, modifying, testing and providing suggestions for improvement / modifications on framework of Internal Controls and Internal Financing Control over Financial Reporting (ICFR)
- j. Reviewing, auditing, testing and providing suggestions for improvement / modifications in Standard Operating Procedures (SOPs) / Risk Control Matrix (RCMs) prepared by RCF

2. Customer Ledger:

- a. The customer ledger of the latest month is scrutinized and the cases where the due dates are over and amounts are still outstanding are listed. The line item wise list is available in FBL5N.
 - b. To check and prepare a list of cases where the amounts have been realized after due dates i.e. delay in realizing the sale proceeds.
 - c. To check whether interest has been charged for delayed payments received and recovered from dealers and whether the same have been accounted properly.
 - d. To check the customer ledger for cases where amounts are outstanding for more than one year and whether any legal action has been taken for recovery and the same are reported.
 - e. To check the account of dummy customer code in the customer ledger for amounts appearing in the dummy code and action taken for transferring the amounts to the proper customer codes.
 - f. Customer ledger due date wise balance should not be more than the credit policy approved by the management. If so analyze the reason.
 - g. Check auto clearing facility of SAP is used for clearing of Advance R.O with cash sales Invoice and also for post goods issue.
 - h. See that there are any other credit balances appearing in different schedules so that it can be adjusted against the debit balances against the customer's account.
 - i. The clearing/review of open items of customer ledger needs to be done regularly.
 - j. To check Security deposit, Collateral deposits are accounted in Special G/L key in SAP.
-
- k. Reviewing adequacy, auditing, modifying, testing and providing suggestions for improvement / modifications on framework of Internal Controls and Internal Financing Control over Financial Reporting (ICFR)
 - l. Reviewing, auditing, testing and providing suggestions for improvement / modifications in Standard Operating Procedures (SOPs) / Risk Control Matrix (RCMs) prepared by RCF

3. Sales Invoices

- a) Sales invoices are scrutinized in respect of sales terms, which are approved by the management and whether the same has been adhered to. The sales invoices can be viewed in ZSD_AOINVOICE OR KE24.
- b) The invoices are checked to see whether all columns in respect of mode of delivery, product code, credit terms, discounts applicable if any, payment details have been entered.
- c) To check some invoices, at random, for the date of issue of the invoice with the actual date of lifting from warehouse stock reports and take disposal reports. If delay is observed the same is reported.
- d) Sales invoices are verified to ascertain that the rebates i.e. quantity rebate, DD commission, etc. are not given in the invoice as they are to be given by way of credit notes.
- e) To check reason of cancellation of Invoices and approval of Competent Authority. To check all invoice cancellation from KE24.
- f) To check delay in cancellation and preparation of new Invoice. If delay in days are substantial between the two, the same has to be reported.
- g) Reviewing adequacy, auditing, modifying, testing and providing suggestions for improvement / modifications on framework of Internal Controls and Internal Financing Control over Financial Reporting (ICFR)
- h) Reviewing, auditing, testing and providing suggestions for improvement / modifications in Standard Operating Procedures (SOPs) / Risk Control Matrix (RCMs) prepared by RCF

4. Sales against Credit

- a) To check the register showing party wise details of invoices raised on credit i.e. against collateral in the form of BG/LC and Clean Credit has been maintained properly. See list of BG in SAP T-Code VXA2.
- b) The register is scrutinized to ascertain that the material has not been supplied to the party for over and above their approved limits of collateral.
- c) To check whether the payments for the credit invoices has been received on the respective due dates and wherever discrepancies / delays / short collections are found they are reported.
- d) To check whether the sight drafts have been sent in time for collection from the bankers in case of sales against L/C.
- e) To see credit limit against collateral in the form of BG is entered in SAP after confirmation of BG from Bank from SAP T code FD-33.
- f) Reviewing adequacy, auditing, modifying, testing and providing suggestions for improvement / modifications on framework of Internal Controls and Internal Financing Control over Financial Reporting (ICFR)
- g) Reviewing, auditing, testing and providing suggestions for improvement / modifications in Standard Operating Procedures (SOPs) / Risk Control Matrix (RCMs) prepared by RCF

5. Sales under SSP

- a) From the SSP stock reconciliation statements it should be checked whether the material supplied to dealers under SSP are as per the approved items.
- b) To check the position of outstanding for some of the dealers to whom SSP scheme has been allowed.
- c) Some of the selected dealers are visited and their registers are checked which show details regarding material received and stock invoiced and the balance stock. From the dealers register it is also ascertained whether there has been visits of our marketing executives at regular intervals.
- d) At the time of the visit to the dealer the stock available under SSP is physically verified and compared with the stock shown in the SSP register and discrepancies if any, are reported.
- e) If there is any difference between the physical stock and book stock of SSP dealers, whether sales officer has raised invoice and collected money.
- f) Reviewing adequacy, auditing, modifying, testing and providing suggestions for improvement / modifications on framework of Internal Controls and Internal Financing Control over Financial Reporting (ICFR)
- g) Reviewing, auditing, testing and providing suggestions for improvement / modifications in Standard Operating Procedures (SOPs) / Risk Control Matrix (RCMs) prepared by RCF

6. Verification of Bank Guarantees

- a) To check the Bank Guarantees obtained from dealers for sales against collateral and verify date of purchase of stamp paper and compare with the date of entering into agreement so as to ensure that the agreement has been entered within six months from the date of purchase of stamp paper. b) To check the Bank Guarantees whether all the clauses have been included which are as per our standard format.
- b) To check and verify whether the finance dept has obtained the confirmation of issue of bank guarantees from the respective bankers.
- c) To check the Bank Guarantees, whether the claim period has been allowed for six months from the date of expiry of the guarantee.

- d) To check whether any Bank guarantee register dealer wise is maintained and the same is properly updated with the details of supplies made against each guarantee, limit available, validity period, etc. All BG records to be maintained in SAP. The BG can be viewed for all customer in transaction code VXA2.
- e) To check whether supplies were made without a valid Bank guarantee.
- f) Reviewing adequacy, auditing, modifying, testing and providing suggestions for improvement / modifications on framework of Internal Controls and Internal Financing Control over Financial Reporting (ICFR)
- g) Reviewing, auditing, testing and providing suggestions for improvement / modifications in Standard Operating Procedures (SOPs) / Risk Control Matrix (RCMs) prepared by RCF

7. Verification of Dealership Agreement / SSP Agreement

- a) To check the dealership /SSP agreements and compare with the list of dealers to see whether agreements have been entered with all the dealers.
- b) The agreements are checked, to ascertain whether all the clauses have been incorporated as per our standard formats and whether both the parties have properly filled all the columns with initials in the margins.
- c) To check whether the names and addresses of the witnesses and the signing parties have been given. In case discrepancies are found for the above points, the same are reported for rectification.
- d) To check whether the dealers availing SSP scheme are appointed as per the norms and terms and conditions circulated by the management.
- e) Reviewing adequacy, auditing, modifying, testing and providing suggestions for improvement / modifications on framework of Internal Controls and Internal Financing Control over Financial Reporting (ICFR)
- f) Reviewing, auditing, testing and providing suggestions for improvement / modifications in Standard Operating Procedures (SOPs) / Risk Control Matrix (RCMs) prepared by RCF

8. RO Register

- a) To check whether the Receipt orders are prepared on regular basis i.e. immediately on receipt of cheques / DDs at the regional office / service centers.
- b) To check the RO to ascertain whether there is any delay in deposit of the cheques / DD's in the bank by comparing the date of RO and the date of the instrument. All cases where the delay is observed for more than seven days are reported.
- c) See that in the RO party code and party name is appearing similar to one given in the dealer's / MO's forwarding letter.
- d) See that RO indicates correct invoice no. as mentioned in dealer's / MO's forwarding letter.
- e) A copy of the RO must be sent to dealer acknowledging receipt of DD / Cheque.
- f) Any cancellation of RO should be authorized by responsible Officer. Delay in cancellation of R.O to be scrutinized and reported.
- g) E-receipts to be encouraged.
- h) Reviewing adequacy, auditing, modifying, testing and providing suggestions for improvement / modifications on framework of Internal Controls and Internal Financing Control over Financial Reporting (ICFR)
- i) Reviewing, auditing, testing and providing suggestions for improvement / modifications in Standard Operating Procedures (SOPs) / Risk Control Matrix (RCMs) prepared by RCF

9. Bank Reconciliation

- a) To check whether the bank Reconciliation is done on month to month basis.
- b) While going through the latest bank reconciliation, it is checked whether there are any old pending items in respect of instruments deposited but the credit for which has yet not been received and the reasons for the same are obtained.
- c) To check whether there have been any cheques issued, but have not been debited from our account for a longer period.
- d) The bank statements are also checked to obtain the number of cheques returned unpaid cases during the year which are to be reported so that cheque facility for those dealers whose cheques have been returned unpaid may be reviewed.
- e) The bank statement is also scrutinized to verify the balances in our account on day to day basis.
- f) The bank statements are checked to see whether there is regular / full / partial transfer of funds to our main account at SBI, Mahul Road Branch.
- g) To see Monthly posting of reconciled items of bank in Main Account in SAP.
- h) Reviewing adequacy, auditing, modifying, testing and providing suggestions for improvement / modifications on framework of Internal Controls and Internal Financing Control over Financial Reporting (ICFR)
- i) Reviewing, auditing, testing and providing suggestions for improvement / modifications in Standard Operating Procedures (SOPs) / Risk Control Matrix (RCMs) prepared by RCF

10. Telephone expenses

- a) The telephone expenses upto the period of Audit are obtained from the marketing office and are compared with reference to sales effected during that period and also in proportion to the expenses incurred during the previous year. If a larger variation is found the reasons are ascertained.
- b) To check whether the expenses are within the approved budget.
- c) Reviewing adequacy, auditing, modifying, testing and providing suggestions for improvement / modifications on framework of Internal Controls and Internal Financing Control over Financial Reporting (ICFR)
- d) Reviewing, auditing, testing and providing suggestions for improvement / modifications in Standard Operating Procedures (SOPs) / Risk Control Matrix (RCMs) prepared by RCF

11. Insurance Policies

- a) To obtain the list of Insurance policies taken by marketing office and to verify whether the policies are valid during the period of our audit.
- b) To check whether all the items for which insurance is required to be done have been covered.
- c) To check whether the policies in respect of cash in transit, fidelity, cash in safe and policies pertaining to office furniture and equipment's for burglary and fire have been taken.
- d) Reviewing adequacy, auditing, modifying, testing and providing suggestions for improvement / modifications on framework of Internal Controls and Internal Financing Control over Financial Reporting (ICFR)
- e) Reviewing, auditing, testing and providing suggestions for improvement / modifications in Standard Operating Procedures (SOPs) / Risk Control Matrix (RCMs) prepared by RCF

12. TA and Miscellaneous Advances

- a) To check Special G/L of TA and Misc. Advances from SAP T-code FBL3n, FAGLB03 as on the date of audit to check whether the employees / outsiders have been regularly submitting their bills against their advances. The delay in submission to be reported.
- b) It is also ascertained whether second advance has been given, to any of the employee / party, without submission of bills for the first advance. Such cases are reported.
- c) To check the status of recovery of the advances outstanding for more than one month from the date of drawal.
- d) To check whether advances have been adjusted against proper bills and supporting documents.
- e) Reviewing adequacy, auditing, modifying, testing and providing suggestions for improvement / modifications on framework of Internal Controls and Internal Financing Control over Financial Reporting (ICFR)
- f) Reviewing, auditing, testing and providing suggestions for improvement / modifications in Standard Operating Procedures (SOPs) / Risk Control Matrix (RCMs) prepared by RCF

13. Godown Utilization

- a) For ascertaining whether the godown are being utilized properly a statement showing opening stock, receipt, issue, closing and peak stock month wise is to be obtained for some of the godowns, where the turnover of material is high.
- b) From the statement obtained it is ascertained whether the godown has been utilized considering the reservations. Wherever there is higher variation for over and under utilization, the same are brought to light so as the reservations can be done in a judicious manner to avoid payment of higher reservation charges in cases of overutilization and unnecessary payment of godown rent on account of underutilization.
- c) Reviewing adequacy, auditing, modifying, testing and providing suggestions for improvement / modifications on framework of Internal Controls and Internal Financing Control over Financial Reporting (ICFR)
- d) Reviewing, auditing, testing and providing suggestions for improvement / modifications in Standard Operating Procedures (SOPs) / Risk Control Matrix (RCMs) prepared by RCF

14. Sales Performance

- a) To obtain a statement showing season wise / region wise sales along with targets and achievements compared with previous year's figures from SAP T-code ZSD_AOINVOICE, KE24.
- b) To check whether the sales have increased or decreased with respect to previous year. In case performance is poor the reasons for the same are obtained from the concerned regional managers and are reported for necessary action.
- c) Reviewing adequacy, auditing, modifying, testing and providing suggestions for improvement / modifications on framework of Internal Controls and Internal Financing Control over Financial Reporting (ICFR)
- d) Reviewing, auditing, testing and providing suggestions for improvement / modifications in Standard Operating Procedures (SOPs) / Risk Control Matrix (RCMs) prepared by RCF

15. Voucher verification

- a) While verifying the vouchers the following points are to be checked.
- b) Whether proper classification of expenses i.e. Capital and Revenue has been done.
- c) Whether the payments are released with competent authority's approval.
- d) Whether tax if required to be deducted at source from payment of suppliers and contractors/ bidders has been done as per rules and whether the same have been deposited in the bank before the 7th of the subsequent month.
- e) Whether payments have been released within the budget provisions.
- f) Whether tender procedures, if applicable, have been followed.
- g) Reviewing adequacy, auditing, modifying, testing and providing suggestions for improvement / modifications on framework of Internal Controls and Internal Financing Control over Financial Reporting (ICFR)
- h) Reviewing, auditing, testing and providing suggestions for improvement / modifications in Standard Operating Procedures (SOPs) / Risk Control Matrix (RCMs) prepared by RCF

16. Credit Notes

1. To see the credit notes are auto generated in SAP, if not check arithmetical accuracy of the calculations.
2. To check whether the quantities for which rebates are given in credit notes have been confirmed from the stock reconciliation.
3. To check whether the rebates allowed in credit notes are as per the approved sales terms.
4. To check whether the accounting entries passed for issue of credit notes have been done correctly and whether the same has been credited to individual party's accounts.
5. To check and analyze whether any debit notes were raised for reversal of wrong credit notes and vice-versa.
6. Reviewing adequacy, auditing, modifying, testing and providing suggestions for improvement / modifications on framework of Internal Controls and Internal Financing Control over Financial Reporting (ICFR)
7. Reviewing, auditing, testing and providing suggestions for improvement / modifications in Standard Operating Procedures (SOPs) / Risk Control Matrix (RCMs) prepared by RCF

17. Subsidy Claims

1. To obtain the details of claims raised by the Area Office on account of subsidy to be received.
2. To check whether the quantity as per the subsidy claims and sales accounted for the corresponding period have been tallied.
3. In case if the subsidy has been less claimed action is to be suggested for raising supplementary claims.
4. To check the accounting entries passed for claims receivable and check the status of claims appearing as receivable for longer period and the reasons thereof.
5. Reviewing adequacy, auditing, modifying, testing and providing suggestions for improvement / modifications on framework of Internal Controls and Internal Financing Control over Financial Reporting (ICFR)
6. Reviewing, auditing, testing and providing suggestions for improvement / modifications in Standard Operating Procedures (SOPs) / Risk Control Matrix (RCMs) prepared by RCF

18. Transportation Contracts

1. To check the tender procedures in respect of issue of press advertisements, limited tenders, issue of NIT, preparation of comparative statement, award of work to the lowest bidder, etc.
2. To check and compare the rates finalized for the current contract with the rates as per previous contracts for the increase / decrease in current year rates and analyze the reasons thereof.
3. To check from the bills submitted by the contractors/ bidders as to whether slab wise movement of quantity has been recorded for proper control of movement of material in different kms as per NIT terms; else, it could lead to increase / decrease in transportation cost (per metric ton).
4. Reviewing adequacy, auditing, modifying, testing and providing suggestions for improvement / modifications on framework of Internal Controls and Internal Financing Control over Financial Reporting (ICFR)
5. Reviewing, auditing, testing and providing suggestions for improvement / modifications in Standard Operating Procedures (SOPs) / Risk Control Matrix (RCMs) prepared by RCF

19. Marketing Cost

1. To obtain the statement of marketing cost of the current period and marketing cost of the past year for the corresponding period.
2. To compare and check whether there has been much variation in the cost between both the periods and analyze the reasons for increase /decrease in the marketing cost.
3. To study the marketing cost vis-à-vis sales performance of the area and ascertain the causes for increase, if any.
4. To ascertain whether marketing cost was taken into account correctly for arriving at margin for working out various rebates.
5. Reviewing adequacy, auditing, modifying, testing and providing suggestions for improvement / modifications on framework of Internal Controls and Internal Financing Control over Financial Reporting (ICFR)
6. Reviewing, auditing, testing and providing suggestions for improvement / modifications in Standard Operating Procedures (SOPs) / Risk Control Matrix (RCMs) prepared by RCF

20. Sale through seasonal stock point scheme (SSP):- Ascertain the following:-

1. Making material available at the nearest point of consumption.
2. Utilization of dealer's space at relatively low cost of storage.
3. Blockage of godown space of the dealer, thereby depriving competitors of commercial advantage.
4. To make material available at any point of time to induce the dealer to off load the material in the market quickly.
5. Assured business to the extent of material pushed and stored in this scheme.
6. Reviewing adequacy, auditing, modifying, testing and providing suggestions for improvement / modifications on framework of Internal Controls and Internal Financing Control over Financial Reporting (ICFR)
7. Reviewing, auditing, testing and providing suggestions for improvement / modifications in Standard Operating Procedures (SOPs) / Risk Control Matrix (RCMs) prepared by RCF

21. Sales & Debtors

1. Documents like Invoices, Delivery Challan, Cancelled Invoices, reasons for cancellation, delay in creation of Invoices should be checked and investigated.
2. Check procedure of accepting customer order, check approved credit limits to be checked before Customer Orders are accepted.
3. Check Customer's acknowledgement of goods dispatched.
4. Check the quantity of goods dispatched and quantity of goods Invoices before monthly closing.
5. Check the arrangement made for stock transfer between Units.
6. Check prices on invoices are as per approved pricing.
7. Check R.O. are made without delay and credit of the same is realized in Bank Statement.
8. Check clearing of Invoices with R.O. on continuous basis or with Auto generating entries in SAP.
9. Check records of returned / rejected goods.
10. Check system of issuing credit notes.
11. Check Customer balance are reconciled monthly with parties.
12. Check 'Ageing Schedule' from B/W reports of SAP to follow up old balances.
13. Check procedure of sending periodical reminders to customers, initiating legal action when necessary and policy for writing off provision for doubtful Bad debts.
14. Check classification of debts for a period exceeding 6 months, other debts and provision for doubtful debts.
15. Reviewing adequacy, auditing, modifying, testing and providing suggestions for improvement / modifications on framework of Internal Controls and Internal Financing Control over Financial Reporting (ICFR)
16. Reviewing, auditing, testing and providing suggestions for improvement / modifications in Standard Operating Procedures (SOPs) / Risk Control Matrix (RCMs) prepared by RCF

ANNEXURE – 4

CHECKLIST FOR INDUSTRIAL PRODUCTS DIVISION

1. PRICING POLICY

- a) To ascertain the present cost of production from the management report/Cost sheet. Also to see whether any abnormal increase in raw material is taken into account for finding out the present cost of production.
- b) See whether the cost of sales is analyzed in terms of variable cost and fixed cost before making proposal for pricing.
- c) See whether the comparative study of prevalent market conditions and price terms offered between our company and other companies similar in set up to our company has been done.
- d) To compare the proposed selling price with variable cost and to find out the contribution. Also compare fixed cost of the product with the contribution to find out the profit per ton.
- e) To see that by accepting a reduction in selling price, whether the quantum of entire sales is enough to recover fixed cost substantially and with the result whether the profit is increased or not.
- f) To ensure that the products are not sold with negative contribution.
- g) See that the terms of off take rebate should be given only when,
 - 1) The customer gives in writing his commitment to lift so much quantity of material within prescribed month / quarterly / annually. See that the off take rebate is not given when the commitment is not fulfilled.
 - 2) Check whether the proposal for off-take rebate has been made only when there is an increase in market share of our product.
 - 3) See that the off take rebate is avoided where one or more buyers form as a group and claim rebate on entire quantity unless there is a commitment in the beginning of the year and agreement between RCF and group of buyers is reached. Check that no new company was added in the middle of the year in order to claim extra rebate. This should be supported with approvals from competent authority.
- h) See that the proposal for rebate on total quantity is avoided to the maximum and if given, to be given on gradient basis.
- i) See that there is a proper policy being followed up for issuing credit note at specified period.
- j) Check whether the credit note for off take rebate has been adjusted for supplied only after the specified period mentioned in the policy and also after the credit notes are issued by accounts department.
- k) To review contribution PMT with earlier two years and if significant drop in contribution amount.
- l) Reviewing adequacy, auditing, modifying, testing and providing suggestions for improvement / modifications on framework of Internal Controls and Internal Financing Control over Financial Reporting (ICFR)

- m) Reviewing, auditing, testing and providing suggestions for improvement / modifications in Standard Operating Procedures (SOPs) / Risk Control Matrix (RCMs) prepared by RCF

2. CASH REBATE

- i) Check whether cash rebate has been allowed only when there is specific approval for allowing credit for the product without interest.
- ii) Check whether the cash rebate has been fixed based on bank borrowing rate.
- iii) Check whether cash rebates have been allowed only when there are payments in advance by draft / cheques and credited to our account and whether cash rebate has been reversed in case of dishonored cheques.
- iv) Interest is to be charged at cash credit rates plus 1%. If interest is more than the cash rebate then cash rebate need not be withdrawn. If interest is less than the cash rebate, then difference between interest charged and cash rebate given should be recovered.
- v) Freight rebate can be considered only where there is an increase in market share of the product in the State in which we are selling the product. Check whether the freight rebate can be allowed only when the material actually reaches the State. See that the proof of octroi duty / entry tax paid / GRN are attached with the claim and certified by the Chartered Accountants of the claimant.
- vi) If the material is delivered by the dealer in Maharashtra, to other dealers, for selling the product in other States the dealer will not be entitled for cash rebate.
- vii) Reviewing adequacy, auditing, modifying, testing and providing suggestions for improvement / modifications on framework of Internal Controls and Internal Financing Control over Financial Reporting (ICFR)
- viii) Reviewing, auditing, testing and providing suggestions for improvement / modifications in Standard Operating Procedures (SOPs) / Risk Control Matrix (RCMs) prepared by RCF

3. CREDIT POLICY

Check whether the credit policy is as per approved terms of management. Also check whether clean credit is allowed as per approved terms.

Material can be sold without collateral only after the approval from the competent authority. Check whether the proposal for supply of material without collateral has been made only after analyzing credit worthiness of the party and the customer does not have any overdue / current outstanding and supplies to be approved by the competent authority.

See that whenever material is sold without collateral the IPD department has to obtain indemnity bond from the customer for making he payment regularly. (In the case of company the Indemnity Bond has to be signed by any director duly authorized by the Board by resolution)

See that in the case of material supplied without collateral / clean credit the payment has been received on due dates and if the payments are not forthcoming within due date the supply of material without collateral to be discontinued.

See that in case of material supplied with collateral for a specified credit period like Letter of Credit and Bank Guarantee, audit should check that their payments are received within due date of payment. Also see that LC and BG are as per prescribed Proforma.

Check whether a file containing all the credit policy approvals has been properly maintained.

Se that the credit policy is monitored properly and in case a customer is not paying or not lifting material as per the schedule the credit policy has to be reviewed.

Reviewing adequacy, auditing, modifying, testing and providing suggestions for improvement / modifications on framework of Internal Controls and Internal Financing Control over Financial Reporting (ICFR)

Reviewing, auditing, testing and providing suggestions for improvement / modifications in Standard Operating Procedures (SOPs) / Risk Control Matrix (RCMs) prepared by RCF

4. INVOICE

The invoice has to be checked in the following respects.

1. The price given in the invoice is based on the price circular prevailing at that date from SAP T-code V/LD, KE24.
2. If different prices are adopted for different parties see that price given in the invoice is applicable to that party as per approval.
3. See that cash rebate given in the invoice is proper and rebate is given when actual payment is received in advance.
4. See GST charged in the invoice is as per rate applicable to particular GST chapter and head.
5. Whenever GST is not charged see whether the product is non-GSTable or whether the material has been issued on production of form.
6. See whether the sales tax is charged properly such as central / state GST.
7. See wherever sales tax is not charged, whether it is due to sales tax exemption for the product or material supplied on production of form as prescribed in the Sales Tax Act.
8. See that wherever material is supplied with specified credit period with interest, whether interest is charged in the invoice properly.
9. Check PAN, CST, VAT, GST number is printed on TAX Invoice.
10. Reviewing adequacy, auditing, modifying, testing and providing suggestions for improvement / modifications on framework of Internal Controls and Internal Financing Control over Financial Reporting (ICFR)
11. Reviewing, auditing, testing and providing suggestions for improvement / modifications in Standard Operating Procedures (SOPs) / Risk Control Matrix (RCMs) prepared by RCF

5. RECEIPT ORDERS

1. E-receipts to be encouraged.
2. See whether cheque was deposited on the same day on which the customer had given the cheque.
3. See that in the receipt order party code and party's name is appearing similar to the details given in the letter received from the party.
4. See the receipt order indicates correct invoice number and correct product code number for advance payment and for payment made against invoice prepared on credit.
5. Any cancellation of receipt order should be authorized by responsible officer.
6. See that duplicate receipt order is not prepared for the same cheque.
7. All receipts can be viewed from customer ledger FB L5N.

6. CUSTOMER LEDGER

Scrutinize the customer ledger based on outstanding with

1. Current
2. 1 month to 3 months
3. More than 4 months upto 6 months.
4. More than 7 months upto 12 months
5. More than 1 year

6. More than 3 years
from BW reports of Debtors.

To check whether there are outstanding appearing in the customer ledger for invoices due for more than credit period. See that any amount outstanding after due date has to be analyzed and the date of actual realization of money has to be observed. See that if there is unreasonable delay then action for not supplying material to that party has to be initiated and interest is to be recovered for delay in payment.

See that the accounts department has to prepare an outstanding statement at periodic intervals showing party wise outstanding for more than due date.

- a) Against collateral
- b) Against clean credit
- c) Against cash sales

See that if there is an outstanding for more than the due date, against clean credit, the credit policy of the customer has to be reviewed. See that if there is an outstanding more than due date against Bank Guarantee see that action is taken for realizing the money by lodging claim with the Bank against the B/G of the customer. Thoroughly analyze the reasons for outstanding against cash sale.

See that reconciliation parties accounts is done periodically and reconciliation signed by both parties, since it will become basis for consequent year reconciliation.

See that the outstanding portion has been monitored properly. See that customer ledger give a clear picture of outstanding so that at any time the proper invoice against which outstanding is there can be known.

See that customer ledger adjustment/clearing entries has to be passed month wise so that customer ledger will not be bulky. See that even though interest has to be charged on late payment (i.e. after due date) there should not be abnormal delay of realizing the amount after due date. To see that legal action is initiated in time for recovery of dues.

Reviewing adequacy, auditing, modifying, testing and providing suggestions for improvement / modifications on framework of Internal Controls and Internal Financing Control over Financial Reporting (ICFR)

Reviewing, auditing, testing and providing suggestions for improvement / modifications in Standard Operating Procedures (SOPs) / Risk Control Matrix (RCMs) prepared by RCF

7. CREDIT NOTES

Credit notes are issued for the following:

1. For off take rebate, freight rebate, special rebate, etc.
2. For reversal of debit note issued wrongly.

The credit note for off take rebate has to be checked by verifying that the party has actually lifted the material and off take is correctly calculated. To check whether invoices have not been cancelled for which credit notes have been issued.

See that for freight rebate credit note is issued only after getting the proof that the material is actually received at the place for which freight rebate is payable. See that there is an endorsement made in the copy of invoice that off take rebate is given in order to avoid duplication of credit note. See the proper accounting of all the rebates.

Reviewing adequacy, auditing, modifying, testing and providing suggestions for improvement / modifications on framework of Internal Controls and Internal Financing Control over Financial Reporting (ICFR)

Reviewing, auditing, testing and providing suggestions for improvement / modifications in Standard Operating Procedures (SOPs) / Risk Control Matrix (RCMs) prepared by RCF

8. DEBIT NOTE:

Debit note is to be issued in the following cases.

1. For interest on delayed payment.
2. For bank charges, interest etc.
3. For reversal of wrong credit note.
4. For dishonor of instruments.

The debit note for interest on delayed payment has to be checked with invoice date, due date of payment and actual date of payment. Check that the claim for interest on delayed payment has been raised on all parties, inclusive of Government companies, where pricing term provides so. See that debit notes were raised without delay after getting the intimation of dishonor.

To see accounting of debit notes in SAP and realization/clearing of debit note.

Reviewing adequacy, auditing, modifying, testing and providing suggestions for improvement / modifications on framework of Internal Controls and Internal Financing Control over Financial Reporting (ICFR)

Reviewing, auditing, testing and providing suggestions for improvement / modifications in Standard Operating Procedures (SOPs) / Risk Control Matrix (RCMs) prepared by RCF

9. Goods and Service Tax (GST)

1. Verify whether GST is charged according to the relevant chapters, and also see that in case GST is not charged whether relevant forms have been collected.
2. See whether monthly reconciliation is done between GST paid on finished goods and GST recovered from parties and action to be taken for the differences identified.
3. See that yearend reconciliation is done tallying with GST paid and recovered.
4. See that in case price is reduced retrospectively the reduction in GST is given after the receipt of refund from GST and certificate from the customers that he has not claimed the entire ITC benefit.
5. See that in case price is increased retrospectively extra tax is recovered from party by issuing debit note and copy of PLA account for debit made.
6. See that ITC on capital goods are timely claimed and adjusted against the GST payable.
7. See whether credit in PLA account is not in excess and is being monitored periodically to avoid blocking of working capital.
8. Reviewing adequacy, auditing, modifying, testing and providing suggestions for improvement / modifications on framework of Internal Controls and Internal Financing Control over Financial Reporting (ICFR)
9. Reviewing, auditing, testing and providing suggestions for improvement / modifications in Standard Operating Procedures (SOPs) / Risk Control Matrix (RCMs) prepared by RCF

10. State GST

1. See whether State GST is charged in the invoice as per rate prevalent on that day.
2. See that either central GST or Sales GST is levied based on actual place of dispatch.

3. See whether sales tax recovered in the invoice is deposited with sales tax authorities within prescribed time.
4. See the period upto which the assessment has been completed. See the assessment order and also see any demand notice issued by Sales Tax Authorities.
5. See that set off given in the assessment order is adjusted properly in the books of the unit.
6. See that relevant forms given by the customer are kept in a file since the sales tax authorities may require the same during assessment.
7. See whether any disputed tax liability is there.
8. See whether register is maintained for disputed tax.
9. See the level at which disputed tax is pending and the reasons thereof.
10. See that no statutory liability is outstanding in the books of accounts, if undisputed.
11. See the treatment given in the case of sales return with respect to Sales tax already paid at the time of original invoicing.
12. Reviewing adequacy, auditing, modifying, testing and providing suggestions for improvement / modifications on framework of Internal Controls and Internal Financing Control over Financial Reporting (ICFR)
13. Reviewing, auditing, testing and providing suggestions for improvement / modifications in Standard Operating Procedures (SOPs) / Risk Control Matrix (RCMs) prepared by RCF

11. EXPENSES

1. See the expenditure is incurred with the Competent Authority's approval and with relevant document.
2. Compare the budgeted expenses and actual expenses and analyze the reason with reference to turnover and other areas of similar size.
3. Analyze the marketing cost compared to previous years.
4. Reviewing adequacy, auditing, modifying, testing and providing suggestions for improvement / modifications on framework of Internal Controls and Internal Financing Control over Financial Reporting (ICFR)
5. Reviewing, auditing, testing and providing suggestions for improvement / modifications in Standard Operating Procedures (SOPs) / Risk Control Matrix (RCMs) prepared by RCF

12. STOCK RECONCILIATION

1. See whether stock reconciliation is done monthly and action taken for the difference.
2. Cancellation of invoice / re-invoicing/ invoicing done on the cut off dates to be traced in the stock register.
3. See that quantity sold is matched with excise records.
4. Last day of the month invoices raised to be cross-checked with stock register and customers accounts to ensure that the invoices are genuine and not raised to reconcile the stock between book quantity and physical quantity.
5. Reviewing adequacy, auditing, modifying, testing and providing suggestions for improvement / modifications on framework of Internal Controls and Internal Financing Control over Financial Reporting (ICFR)
6. Reviewing, auditing, testing and providing suggestions for improvement / modifications in Standard Operating Procedures (SOPs) / Risk Control Matrix (RCMs) prepared by RCF

File No.: _____

Dated: _____

For Internal Audit of Group B - Corporate Marketing office and Marketing Area Offices:-

DRAFT INTERNAL AUDIT REPORT

1.0 Draft Report Number and Subject:

- i) Date of submission:
- ii) Due date of submission:

1.0 Name of the Auditee Unit/Office:

1.0 Period covered in the Audit:

1.0 Date of start/completion of Audit:

1.0 Detail/Names of Auditors:

1.0 Audit Scope/Area of transactions covered in the
Audit and extent of verification/sampling technique:

(Actual area covered may be indicated here, in brief even if there is no observation. If required, separate sheet may be attached)

S. No.	Particulars/ Area Audited	Scope and extent covered as per scope defined	Draft Audit Observations
1.			
2.			
3.			
4.			
5.			

1.0 Methodology and process of Audit employed:

8.0 Brief of the Internal Control Systems/Procedures examined for its Adequacy, short comings/weaknesses/appreciable points observed and suggested measures/viable solutions suggested:

1.0 Constraints in conducting the Audit:

Final Audit report, executive summary and significant observations indicating there in the financial implication and risk category (High/Medium/Low) will be given after receipt of replies from the Auditees (**Attachment 9 and 10**):

(Signature)

Name & Address of the Auditors/Firm

Attachment-9

Report No. _____

Dated: _____

For Internal Audit of Group B - Corporate Marketing office and Marketing Area Offices:-

Final Audit Report and Executive Summary of the Internal Auditors of __ (Unit/Office) for the Period _____ to _____.

S r . N o .	Draft Audit Queries/Observations	Reply as given by the Auditee Unit/Office	Internal Auditor's Comments/Suggestions with Financial implication	Final Grading of Risk(High/Medium/Low)

Signature
Name & Address of the Auditors/Firm

Attachment-10

File No. _____

Dated: _____

For Internal Audit of Group B - Corporate Marketing office and Marketing Area Offices:-

Head of Internal Audit Department,
RCFL

Subject: Significant Observations of Internal Audit in respect of _____(Unit/Office) for the period _____ to _____

Sirs,

We have conducted the Internal Audit of _____(Unit/Office) for the period _____to_____. The significant points observed during the Audit are indicated below for kind information and necessary action :

Sr. No.	Audit Queries/Observations	Reply as given by the Auditee Unit/Office	Internal Auditor's final Comments/Suggestions with Financial implication	Grading of Risk(High/Medium/Low)

Thanks,

Yours faithfully,
(Signature)
Name & Address of the Auditors/Firm

Annexure - E

Application form for Internal Audit Assignment

(Please strike off whichever is not applicable)

Sr. no.	Particulars	Details	
1.	a)	Name of the firm (in Capital letters)	
	b)	Address of the Head Office	
	c)	Name of the Senior Partner, who shall issue/sign the Internal Audit report.	
	d)	Telephone Number	
	e)	E-mail address	
	f)	PAN of the firm	
	g)	GST No.	
2.	Firm Registration No. (As Issued by Institute of Chartered Accountants of India/ Institute of Cost Accountants of India)		
3.	Date of Incorporation (as per certificate issued by Institute).		
4.	Number of full Time Partners of the firm as on date of tender (Please fill up Annexure-E1)		
5.	Number of qualified Chartered Accountants / Cost Accountant Employed with firm (Please fill up Annexure-E2)		
6.	Number of Semi-qualified and Article Assistants/Audit Staff. (Please fill up Annexure-E3)		
7.	Whether the firm has applied for the Group : Group B - Corporate Marketing office and Marketing Area Offices.	Yes	No
8.	Whether the firm has experience of statutory/Internal Audit in at least 20 companies (Registered Under Companies Act) as on date of tender– (If yes, please fill up details at Annexure- E4)	Yes	No
9.	As per clause no.3.6 (a) of Notice Inviting Tender, whether the firm has experience in at least 4 manufacturing companies having Annual Turnover of Rs.3000 Crore or more each and out of these 4 manufacturing companies at least 3 should be listed company. (If yes, please fill up details at Annexure- E5)	Yes	No
10.	As per clause no.3.6 (b) of Notice Inviting Tender, whether the firm has experience in at least 4 companies having Annual Turnover of Rs.3000 Crore or more each and out of these 4 companies at least 3 should be listed company. (If yes, please fill up details at Annexure- E6)	Yes	No
11.	Whether the firm has experience in conducting audit in SAP ERP system (MM, SD & FICO module) in at least 4 companies having Annual Turnover of Rs.3000 Crore or more each during last 7 years audited by the firm (If yes, please fill up details at Annexure- E7)	Yes	No

12.	Whether the firm has experience of Statutory / Internal Audit Assignment in CPSE/SPEs of at least TWO PSUs/SPEs having annual turnover of Rs.3000 crore more in preceding 7 years. (If yes, please fill up details at Annexure- E8)	Yes	No
13.	Whether the firm have conducted Audit of at least four Company/organization/co-operative having net worth of Rs. 1200 Crore or more during last 7 financial years. (If yes, please fill up details at Annexure- E9)	Yes	No
14.	Whether the firm have at least one partner with DISA (Diploma in System audits) /CISA (Certified Information Systems Auditor) qualification as on the date of submission of Tender. (If yes, please attach DISA/CISA self-attested certificate along with the tender)	Yes	No
15.	Whether the firm has Branch offices Maharashtra (If yes, please fill up details at Annexure- E10)	Yes	No

(Name & Signature of Managing/ senior partner of the firm with seal)

Annexure –E1

Firm's Name _____

Details of Full Time Partners of the Firm as on date of Tender

(Please refer to Sl. No.4 and Sl No 14 of the application form at **Annexure E**)

S. No.	Name of the Partner	Membership No.	Whether Associate/ Fellow member	Additional Qualification CISA/DISA/ etc.	Date of joining the Firm as partner(Full time)

- **Please attach a copy of the Membership certificate and CISA/DISA certificate in support of above.**

(Name & Signature of Managing/ senior partner of the firm with seal)

Annexure –E2

Firm's Name _____

Details of Qualified Chartered Accountants/Cost Accountants employed with the firm as on the date of Tender.
(Please refer to Sl. No.5 and Sl No 14 of the application form at Annexure E)

S.No.	Name of the Chartered accountant/ Cost Accountant	Membership No.	Whether Associate/ Fellow member	Additional Qualification CISA/DISA/ etc.	Date of joining the firm (Full time)

- Please attach a copy of the Membership certificate and CISA/DISA certificate in support of above.

(Name & Signature of Managing/ senior partner of the firm with seal)

Annexure –E3

Firm's Name _____

a. Details of Semi-qualified Assistants as on date of Tender
(Please refer to Sl. No.6 of the application form at Annexure E)

S.No.	Name	Qualification	Date of joining the firm (Full time)

b. Details of other Audit Staff/ Article/audit assistants as on date of Tender
(Please refer to Sl. No.6 of the application form at Annexure E)

S.No.	Name	Qualification being studied or completed	Date of joining the firm (Full time)

(Name & Signature of Managing/ senior partner of the firm with seal)

Annexure –E4

Firm's Name _____

List of Firm's experience of Statutory /Internal Audit in at least 20 companies (Regd. Under companies Act), as on date of Tender.

(Please refer to Sl. No.8 of the application form at **Annexure E**)

S.No.	Year of Audit	Name of the Company	Type of Audit Statutory/Internal

Please attach the copies of work order/letter placed by above companies on the firm's name along with copies of relevant documents (experience certificate /completion certificate) supporting completion of Audit

(Name & Signature of Managing/ senior partner of the firm with seal)

Annexure –E5

Firm's Name _____

Please indicate name of at least 4 manufacturing companies having annual turnover of Rs. 3000 Crore or more each whose statutory/ internal audit has been handled by the firm. Out of these 4 manufacturing companies at least 3 should be listed company.

(Please refer to Sl. No.9 of the application form **at Annexure E**)

S.No.	Name of the manufacturing Company	Whether Listed Company (Yes /No)	Year of Audit	Type of Audit Statutory/Internal

Please attach the copies of work order/letter placed by companies on the firm's name along with copies of relevant documents (experience certificate /completion certificate) supporting completion of Audit

(Name & Signature of Managing/ senior partner of the firm with seal)

Annexure –E6

Firm's Name _____

Please indicate name of at least 4 companies having annual turnover of Rs. 3000 Crore or more each whose statutory/ internal audit has been handled by the firm. Out of these 4 companies at least 3 should be listed company.

(Please refer to Sl. No.10 of the application form **at Annexure E**)

S.No.	Name of the Company	Whether Listed Company (Yes /No)	Year of Audit	Type of Audit Statutory/Internal

Please attach the copies of work order/letter placed by companies on the firm's name along with copies of relevant documents (experience certificate /completion certificate) supporting completion of Audit

(Name & Signature of Managing/ senior partner of the firm with seal)

Annexure –E7

Firm's Name _____

Please indicate name of the Companies having Annual Turnover of Rs. 3000 Crore or more each during last 7 years in which the firm has experience in conducting audit in SAP ERP system (MM, SD & FICO module)

(Please refer to Sl. No.11 of the application form at **Annexure E**)

S.No.	Name of the Company	Turnover of the company	Whether Manufacturing Company (Yes /No)	Year of	Type of Audit
				Audit	Statutory/Internal

Please attach the copies of work order/letter placed by companies on the firm's name along with copies of relevant documents supporting the existence of SAP ERP system during the period of Audit and completion of Audit.

(Name & Signature of Managing/ senior partner of the firm with seal)

Annexure –E8

Firm's Name _____

Please indicate name of CPSEs/State PSEs of at least two PSU's/PSEs having annual turnover of Rs. 3000 Crore or more each in preceding seven Financial Years.

(Please refer to Sl. No.12 of the application form **at Annexure E**)

S.No.	Name of the CPSE	Year of Audit	Type of Audit Statutory/Internal

Please attach the copies of work order/letter placed by PSU's company on the firm's name along with copies of relevant documents (experience certificate /completion certificate) supporting completion of Audit

(Name & Signature of Managing/ senior partner of the firm with seal)

Annexure –E9

Firm's Name _____

Please indicate name of at least four company/organization/co-operative having net worth of Rs. 1200 Crore or more been handled by the firm during last seven financial years.

(Please refer to Sl. No.13 of the application form **at Annexure E**)

S.No.	Name of the Company	Year of Audit	Type of Audit Statutory/Internal

Please attach the copies of extract of Balance Sheet for networth assessment and work order/letter placed by manufacturing company/organization/co-operative on the firm's name along with copies of relevant documents (experience certificate /completion certificate) supporting completion of Audit.

(Name & Signature of Managing/ senior partner of the firm with seal)

Annexure –E10

Firm's Name_____

Please mention name and address of your Branch offices in India at locations mentioned in the table.

(Please refer to Sl. No.15 of the application form at **Annexure E**)

S.No.	Location	Address of Branch offices in India
1	Maharashtra	

Please attach the copy of branch incorporation issued by institute of Chartered Accountant/ Cost Accountant.

(Name & Signature of Managing/ senior partner of the firm with seal)

Undertaking

I _____, the Managing Partner/Sr. Partner of M/s _____, Chartered Accountant/ Cost Accountant firm do hereby verify and declare:-

- i) That the particulars given under Annexure E and related Annexures enclosed are complete and that if any of the statements made or the information so furnished in the application form is later found to be in-correct or false or there has been suppression of material information, the firm would not only stand disqualified from award of job but would be liable for disciplinary action under relevant Acts.
- ii) That the firm or partners has not been debarred or disqualified or cautioned by Institute of Chartered Accountants of India/ Institute of Cost Accountants of India during the last three years. (If debarred/disqualified, give details).
- iii) That the constitution of the firm as on date of tender shown in the application is same as that in the constitution certificate issued by the Institute of Chartered Accountants of India/ Institute of Cost Accountants of India.
- iv) That the information obtained in respect of RCF will be maintained in strict confidence and secrecy.

(Signature of Managing/ senior partner of the firm with seal)

LIST OF DOCUMENTS ATTACHED

S.No.	Name of Document	Document attached		
		Yes	No	At Page No.
<u>PART-I : TECHNO-COMMERCIAL BID</u>				
1	Duly signed with seal towards acceptance- Annexure A			
2.	Duly signed & stamped copy of Annexure B-Declaration Sheet			
3.	Duly signed & stamped copy of GST Registration Certificate.			
4.	Duly signed & stamped copy of PAN Card (in the name of the Firm)			
5.	Duly signed & stamped copy of Application form for Internal Audit Assignment as per Annexure E Annexure E			
6.	Duly signed & stamped copy of Annexure F-Undertaking Sheet			
7.	Duly signed & stamped copy of Annexure – E1 to E3 stating Particulars of partners, qualified Chartered Accountants/ Cost Accountants and Article assistants/ Audit staff, along with Membership Certificate copies of partners, qualified Chartered Accountants/ Cost Accountants.			
8.	A copy of incorporation certificate issued by Institute of Chartered Accountants of India/ Institute of Cost Accountants of India.			
9.	A copy of Firm's constitution certificate of firm issued by the Institute of Chartered Accountants of India/ Institute of Cost Accountants of India to the firm containing inter-alia, the details of partners as on date of tender.			
10.	Duly signed & stamped copy of Annexure E4 , (stating company-wise experience of having audited 20 companies)			
11.	Duly signed & stamped copy of Annexure E5 to E7 and E9 along with the copy of work orders placed by Manufacturing Companies/organizations/co-operatives and other manufacturing companies on your firm's name.			

12.	Duly signed & stamped copy of Annexure E8 along with the copy of work orders placed by firm having experience of Statutory / Internal Audit Assignment in CPSE/State PSEs in preceding 7 years on your firm's name.			
13	DISA/CISA certificate duly signed & stamped copy along with the tender			
14	Duly signed & stamped copy of Annexure E10.			
15	Duly signed & stamped copy of incorporation certificate issued by Institute of Chartered Accountants of India/ Institute of Cost Accountants of India.			
16	Duly signed & stamped copy of Firm's constitution certificate of firm issued by the Institute of Chartered Accountants of India/ Institute of Cost Accountants of India to the firm containing inter-alia, the details of partners as on date of tender.			
17	Duly signed & stamped copy of Annexure F-Undertaking Sheet			
18	Duly signed & stamped copy of Annexure G- LIST OF DOCUMENTS ATTACHED			
19	Duly filled VENDOR UPDATION FORM ANNEXURE H			
20	Duly signed & stamped copy of ANNEXURE-A-I & A-II Instructions To MSME Vendors & TReDS			
21	Duly signed & stamped copy of Annexure-I Tax Compliance Clauses Related to GST			
22	Duly signed & stamped copy of Annexure-J Disciplinary Clauses			
23	Duly signed & stamped copy of Annexure-K "INTEGRITY PACT"			

(Note: All the above documents should be signed, certified, page numbered and properly tagged.)

(Signature of Managing/ senior partner of the firm with seal)

PROPOSED AUDIT PLAN FOR NON TECHNICAL AREA FOR THE YEAR 2023-24**Group B - Corporate Marketing office and Marketing Area Offices.****IPD**

SR.NO	AREAS TO BE COVERED	NO. OF REPORTS
A	MARKETING FERTILIZERS HEAD OFFICE	
1	Schedule Review	1
2	Payment Vouchers	1
3	Bank Reconciliation	1
4	Pricing Circulars	1
5	S&D Contracts for Trombay and Thal	1
6	Lining and Execution of Publicity & Promotions Contracts	1
7	Overdue outstanding of customers	1
8	Trading activity(Domestic & Imports)	1
9	Subsidy claims & Receivables	1
10	Audit of Material sold at rake-points / from godowns and old material lying at godowns	1
	SUB TOTAL (A)	10
B	MARKETING AREA OFFICES	
1	Nizamabad	1
2	Kokan	1
3	Hubli	1
4	Khammam	1
5	Vijayawada	1
6	Raipur	1
7	Pune	1
8	Kolhapur	1
9	Punjab, Harayana and Himachal Pradesh	1
10	Rajasthan	1
11	Uttar Pradesh and Uttarakhand	1
12	Bihar	1
13	Jharkhand	1
14	Compliance of SOP's and INDAS accounting	1
	SUB TOTAL (B)	14
C	MARKETING IPD	
1	Payment Vouchers	1
2	Schedule Review	1
3	Debit / Credit Notes	1
4	Bank Reconciliation	1
5	Pricing of IPD Products	1
6	Review of Customer Ledger	1
	SUB TOTAL (C)	6
	SUB TOTAL (A + B + C)	30

List of RCF Marketing Area office:

	<u>Details of Area offices Zone wise and State wise.</u>		
	-		
Name of Zone	<u>Name of State</u>	Area offices	District Offices
	-		
West	-		
	Maharashtra	Konkan	Raigad, Ratnagiri, Sidhudurga, Thane
		Pune	Pune ,Solapur
		Kolhapur	Kolhapur, Sangli, Satara
		Nasik	Nasik, Jalgaon, Dhule, Nandurbar
		Aurangabad	Aurangabad, Parbhani, Hingoli, Jalana, Nanded
		Ahmednagar	Ahmednagar, Beed, Osmanabad, Latur, Srirampur
		Amaravati	Amaravati, Akola, Washim. Buldhana, Yavatmal
		Nagpur	Nagpur, Wardha, Bhandara, Chandrapur, Gadchiroli, Gondia, Bhandara
	Mandhya Pradesh	Bhopal	Bhopal, Gwalior, Jabalpur, Indore
	Chattisgarh	Raipur	Raipur
	Gujarat	Ahmedabad	Ahmedabad, Rajkot, Valsad
	Rajasthan	Jaipur	Jaipur, Udaipur
	Punjab, Haryana, Himachal Pradesh	Chandigarh	Chandigarh, Amritasar, Ambala, Rohatak, Karnal, Bhatinda
	New Delhi	New Delhi	Liaison Office.
North & East			
	Uttar Pradesh/ Uttarakhand	Lucknow	Lucknow, Gorakhpur, Meerat, Gonda, Faizabad, Kanpur, Muradabad,
			Farrukhabad, Agra, Allahabad, Aligarh, Sitapur, Varanasi
	Bihar & Jharkhand	Patna	Patna
	West Bengal	Kolkatta	Kolkatta
	Odisha	Bhubaneshwar	Bhubaneshwar
South			
	Karnataka	Bengaluru	Bengaluru, Mandya, Mysore, Kolar, Gowdahalli

		Hubli	Hubli, Davangere, Belgavi, Bijapur
		Raichur	Raichur, Hospet, Gulbarga
		Hassan	Hassan, Manglore, Shimoga, Chikmagalur
	Andhra Pradesh	Vishakapattnam	Vishakapattnam
		Kadapa	Kadappa, Nellore, Kurnool
		Vijaywada	Vijaywada, Guntur
	Telengana	Hyderabad	Hyderabad, Rangareddy, Medak, Mehaboobnagar
		Nizamabad	Nizamabad, Karimnagar, Adilabad
		Khammam	Khammam, Warangal, Nalgonda, Suryapet
	Tamilnadu	Chennai	Chennai, Trichy, Salem

VENDOR DATA UPDATION FORM						
Both New Vendors and Existing Vendors may please note that details listed below are required and will be used for making all payments POs / WOs, refund of EMDs / SDs, forwarding the details of payments by email, issue of TDS certificates, Works Contract TDS Certificate, C Form for CST purchases etc.						
Vendors registered with RCF and currently receiving payment through Direct Bank Credit need to indicate only the RCF Vendor code and may not fill and furnish the other details again, if all the details as above are already furnished to RCF earlier and available in RCF SAP Vendor Master.						
Sr. No	Title	Sub Titles		Purpose to be used for		
I	NAME	Title (Whether Company / M/s / Mr / Mrs / etc.)				
		Name (As it appears on the Bank Cheque)	*			
		Type (Whether for Purchases or Services)		<i>will be filled by RCF</i>		
		RCF Vendor Code (for existing RCF Vendors)				
		RCF Vendor Code (for new Vendors, RCF will create and fill)	*	<i>will be filled by RCF</i>		
II	ADDRESS	House/ bldg. Number	*			
		Street	*			
		Street				
		City / Postal Code	*			
		District / State	*			
		Country				
		Region Code		<i>will be filled by RCF</i>		
III	SUPPLY STATE	District / State (If the state from which supplies are going to be made is different from the State given above, then specify the Place / State for C- forms.)	*	<i>To be given, if applicable.</i>		
		Other Region Code		<i>will be filled by RCF</i>		
IV	COMMUNICATION	Contact person	*			
		Telephone incl. ext.	*	STD Code	Tel No	Extn
		Mobile Phone				
		Fax		STD Code	Tel No	
		Email	*			
		Standard communication method		<i>by email only</i>		
V	ACCOUNT CONTROL	If also a RCF's Customer ?		Yes / No		
		Group Key		<i>will be filled by RCF</i>		

VI	TAX INFORMATION	CST Reg NO. for C forms				
		LST No. (Local VAT REG NO)				
		GST Reg. No.				
		Excise Reg. No.				
		PAN NO.	*			
VII	DETAILS OF BANK	Bank Key		<i>will be filled by RCF</i>		
		Bank Account No. of Vendor	*			
		Name of Bank	*			
		Name of Branch	*			
		Bank IFSC Code	*			
		Bank Branch Code (Only for SBI accounts)				
		Bank Address	*			
		Bank City	*			
		9 Digit code appearing on MICR cheque	*			
		Telephone No. of Bank		STD Code	Tel No	Extn
		Fax No. of Bank		STD Code	Fax No.	
		Type of Account (for SB A/c=10, Current A/c=11 or CC=13)	*			
		Region		<i>will be filled by RCF</i>		
VIII	REFERENCE DATA	Industry (whether psu, air force, military, Govt, others)				
		Micro / SSI Status (Whether Micro , Small, Medium Enterprise under Micro , Small and Medium Enterprises Development Act, 2006)				
	For new vendors :					
1	It is mandatory (Compulsory) to fill relevant data for item marked " * "					
2	Enclose PAN card copy / blank cheque / a photocopy of the cheque.					
3	Enclose a photocopy of Pass Book first page containing name and address of Account Holder					
4	We hereby authorise RCF Ltd to make all payments to us by Direct Credit to our Bank Accounts details of which are given above.					
5	We hereby authorise RCF Ltd to deduct bank charges applicable for such Direct Bank Payments					
				Signature	
Place		Common Seal		Name	
Date				Designation	

ANNEXURE-A-I

THIS TENDER IS NON-SPLITTABLE/ Non Divisible

BENEFITS TO MICRO AND SMALL ENTERPRISES (MSEs):

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

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

EMD Exemption: Vendors registered under 'Micro & Small Enterprises Act' (MSE) are exempted from submission of EMD. Exempted bidders should upload a valid certificate issued by approved body of 'Ministry of Micro, Small & Medium Enterprises' (MSME) viz **Udyam Registration certificate** for EMD exemption.

Submitted certificate must be registered for the items/category of items /services relevant to the tendered items/category of items/services. If the submitted certificate is not registered for items/category of items /services relevant to the tendered items/category of items/services, bidder must submit the EMD as per NIT terms and conditions.

b) Preference for MSME:

i. **This Tender is Non Divisible tender, hence if it is observed that the L1 bidder is a Non- MSE bidder and that there is a MSE bidder (Who is not L1) who has quoted within a price band of L1 + 15%, The Complete job shall be awarded to such an MSE who is within the price band of L1 + 15%, Subject to such MSE bringing down their price to match the L1 price. The preference for order shall be given according to their ranking after e-Reverse Auction.**

ii. In case There are more than one MSE bidder within the L1 + 15 %, The L1 price shall be offered to that MSE, who has quoted lowest among the MSE bidders and in case they decline to match their price to L1, It shall be offered to the subsequent MSE bidder (if any) in L1 + 15% band.

iii. In case the lowest quantity MSE bidder has not quoted within L1 + 15 % band such an offer would not be made for matching of Price and the original L1 bidder shall be awarded the complete job.

In support of the bidder being a MSE the Udyam Certificate shall be submitted, in absence of which the Purchase Preference for above shall not be considered.

ii. Due to the nature of work this tender will not be divided, between two parties. The complete tender will be awarded to the one individual suitable party for each Group only for the period of 3 years.

Tenders shall be provided free of cost and tender documents are downloadable from the websites of RCF (<http://www.rcfltd.com>) and the GEM Portal or can be obtained from the Office of General Manager (IA).

ii) MSE units qualifying as at (a) above shall be exempt from paying EMD.

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.

Payments to be taken through “TReDS” or directly from RCF is a sole discretion of the vendor. RCF shall not intervene in the vendor’s decision to place their invoices on “TReDS “ Platform or directly taking payments from RCF.

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

Tax Compliance Clauses Related to GST

(To be obtained on the letter head of the tenderer)

1. Vendor/Supplier/Contractor shall submit documents related to GST Registration such as GST Registration certificate/certificates active as on date of participation in the tender and also supporting documents if the Vendor/Supplier/Contractor /Contractor is registered under Composition Scheme. If unregistered under GST, give a declaration to that effect.
2. Vendor/Supplier/Contractor shall notify the company if it ceases at any time to be registered under GST and also if obtains a new GST registration.
3. If Vendor/Supplier/Contractor is having multiple GST registrations, should intimate the company from which GSTIN invoices will be preferred.
4. Vendor/Supplier/Contractor shall submit the periodicity of filing GST returns applicable to him.
5. Vendor/Supplier/Contractor shall intimate the company about applicability of e-invoicing, SAC /HSN codes for the goods /services supplied by him along with the applicable GST rate as on date of participation in tender. If due to any subsequent amendment/notification under GST Act, there is any change in the tax rates; vendor shall update the company for the same by submitting such notification.
6. Vendor/Supplier/Contractor /Contractor shall ensure timely submission of **Invoice(s)/ Bill of Supply /Receipt Voucher or any other document** as per rules/ regulations of GST Act with all required supporting document(s) within a period specified in Contracts/ LOA.
7. Vendor shall submit separate invoices for services rendered based on company's request for necessary compliance under GST as the case may be.
8. The vendor undertakes to file all required Returns, deposit taxes and details required to be submitted under GST laws & rules as per due dates prescribed. The vendor also agrees to do all things including providing invoices or other documentation in such form and detail that may be necessary to enable or assist the company to claim or verify any Input Tax Credit, set off, rebate or refund in relation to any GST payable under the Agreement entered/Work Order/Purchase Order
9. All necessary adjustment vouchers such as Credit Notes / Debit Notes for any short/excess supplies or revision in prices or for any other reason under the Contract shall be submitted to the company as per GST Act provisions.
10. Advance payments → Vendor/Supplier/Contractor should issue Receipt vouchers immediately on receipt of advance payment and subsequently issue supplies along tax invoice after adjusting advance payments as per Contractual terms and GST Act Provisions.
11. Acceptance /Deemed Acceptance of E way bill for FOR deliveries should not be construed as acceptance of the material by the company and the company reserves the right to inspect the material and rejections if any would be subsequently adjusted by the Vendor by issuing Credit note for shortages/rejections.
12. The company reserves a right to review the Vendor/ supplier invoices to ensure that they are GST compliant and in case of any discrepancy observed, the supplier shall arrange to submit tax compliant invoice, only upon which payment shall be processed.
13. Vendor/Supplier/Contractor would promptly pay GST for the supplies made to the company and would upload returns within the prescribed time as per GST Act.
14. In the event of default on his part in payment of tax and submission / uploading of monthly returns, the company is well within its powers to withhold payments, especially the tax portion, until Vendor/Supplier/Contractor corrects the default /gets the shortcomings rectified at his own cost and / or complies with the requirements of GST Act and produces satisfactory evidence to that effect or upon invoice /debit note/credit note appearing in GSTR2A of the Company on the GST portal.
15. In case GST credit is delayed/ denied to the company and reversed subsequently as per GST law, due to non/delayed receipt of goods and/or services and/or tax invoice or expiry of timeline prescribed in GST Law for availing such ITC, non-payment of taxes or non-filing of returns or any other reason not attributable to the company, GST amount shall be recoverable from Vendor/Supplier/Contractor along with interest levied/ leviable on the company by GST authority.
16. In the event of delay in getting ITC to the company due to reasons attributable to the Vendor/Supplier/Contractor, the company reserves the right to recover interest at 12% on the tax credit so available for the number of days the ITC was delayed. The company may recover such amount from the

Security Deposit or any such Deposit / Credit Balance / future payments. Accordingly, the company will raise Invoice/Debit note on the Vendor/Supplier/Contractor.

17. In case the short coming is not rectified by the Vendor/Supplier/Contractor and the company ends up in reversal of credits and / or payments, Vendor/Supplier/Contractor is fully liable for making good all the loss including interest on the tax credit so available for the number of days the ITC was denied.
18. In case of any GST liability arising on the company under reverse charge, Vendor/Supplier/Contractor shall ensure timely submission of invoice. In case of goods such invoices should not be more than 30 days old and in case of services not more than 60 days old, so as to facilitate the company to discharge GST liability on the due dates as prescribed under GST Law. In case of any default towards discharge of GST liability under reverse charge by the company due to any lapses on account of vendor, the applicable interest/penalty etc. will be recovered from the vendor.
19. In case of receiving any notice / intimation from GST authority to the company towards non-compliance by the vendor, payments will be withheld for all outstanding bills and bills received subsequently from the vendor, till the time , necessary rectification has been carried out by the vendor and proof of the same has been submitted to the company.
20. Any late delivery i.e., delivery after the due date or delay in submission of invoices or any other delays, attracts payment of damages by the vendor / contractor as agreed mutually. It is agreed by the vendor/supplier /Contractor that such damages become recoverable by the company with applicable GST thereon.
21. In case the GST rating of vendor on the GST portal / Govt. official website is negative / black listed, then the bids may be rejected by the company. Further, in case rating of bidder is negative / black listed after award of work for supply of goods / services, then the company shall not be obligated or liable to pay or reimburse GST to such vendor and shall also be entitled to deduct / recover such GST along with all penalties / interest, if any, incurred by the company.
22. The company reserves the right to suspend / cancel / terminate the contract in the event of frequent / multiple / repeated defaults by the Vendor/Supplier/Contractor in complying with the requirements as per GST Law and Vendor/Supplier/Contractor shall be put under Holiday list as mentioned in the Contract.

Signature and Seal of the tenderer

Disciplinary Clauses

Debarment of firms from Bidding (Holiday/De-listing/Black-listing)

1. Debarment is classified under following two types:

- (i) In cases where debarment is proposed to be limited to only RCF, the appropriate Orders can be issued by RCF, thereby banning all its business dealing with the debarred firm.
- (ii) Where it is proposed to extend the debarment beyond the jurisdiction of RCF i.e. covering to all central Ministries/ Departments, the requisite Orders shall be issued by Department of Expenditure (DoE), Ministry of Finance (MoF).

Definitions

2. Firm: The term 'firm' or 'bidder' has the same meaning for the purpose of these Guidelines, which includes an individual or person, a company, a cooperative society, a Hindu undivided family and an association or body of persons, whether incorporated or not, engaged in trade or business.

3. Allied firm: All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:

- a. Whether the management is common;
- b. Majority interest in the management is held by the partners or directors of banned/ suspended firm;
- c. Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice.
- d. Directly or indirectly controls, or is controlled by or is under common control with another bidder.
- e. All successor firms will also be considered as allied firms.

4. The terms "banning of firm", 'suspension', 'Black-Listing' etc. convey the same meaning as of "Debarment".

Debarment by RCF, limited to only RCF-

5. Orders for Debarment of a firm(s) shall be passed by RCF, keeping in view of the following:

- a. A bidder or any of its successors may be debarred from participating in any procurement process for a period not exceeding two years.
- b. Firms will be debarred if it is determined that the bidder has breached the code of integrity as per Rule 175 of GFRs 2017 given below-

No official of a procuring entity or a bidder shall act in contravention of the codes which includes

(i) prohibition of

- (a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- (b) any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- (c) any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.
- (d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- (e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
- (f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- (g) obstruction of any investigation or auditing of a procurement process.
- (h) making false declaration or providing false information for participation in a tender process or to secure a contract;

(ii) disclosure of conflict of interest.

(iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.

c. A bidder can also be debarred for any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of RCF, warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide "Bid Securing Declaration" etc.

d. Before issuing the debarment order against a firm, reasonable opportunity shall be given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm).

e. List of debarred firms will be maintained, which will also be displayed on RCF's website for all units of RCF.

6. Similarly, Government e-Marketplace (GeM) can also debar bidders upto two years on its portal as per their rules for GeM portal hence these debarred firms will not be eligible to participate in RCF's tenders in GeM only.

Debarment across All Ministries /Departments / Other PSUs (State as well as Centre)/ Departments/ Central Public Sector Undertakings (CPSUs)/ State Public Sector Undertakings

7. Where RCF is of the view that business dealings with a particular firm should be banned across all the Ministries/ Departments, RCF can forward such debarment proposal to DoE through DoF. DoE may issue the necessary orders after satisfying itself that proposed debarment across all the Ministries/ Departments is in accordance with Rule 151 of GFRs, 2017. Rule 151 of GFRs, 2017 is given below-

(i) A bidder shall be debarred if he has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.

(ii) (A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Debarment of commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.

(iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.

(iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

8. The firm will remain in suspension mode (i.e. debarred) during the interim period till the final decision taken by DoE, only in RCF.

9. Before forwarding the debarment proposal to DoE through DoF, reasonable opportunity shall be given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm).

10. DoE can also give additional opportunity, at their option, to firm to represent against proposed debarment. DoE can also take suo-moto action to debar the firms in certain circumstances.

11. No contract of any kind whatsoever shall be placed on the debarred firm, including its allied firms by RCF after the issue of a debarment order.

12. DoE will maintain list of such debarred firms, which will be displayed on Central Public Procurement Portal.

Revocation of Orders

13. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

14. A debarment order may be revoked before the expiry of the Order, by the competent authority of DoE, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.

Other Provisions (common to both types of debarment)

15. No contract of any kind whatsoever shall be placed to debarred firm including its allied firms after the issue of a debarment order by competent authority. Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender (first bid, normally called as technical bid, in case of two packet/two stage bidding) nor debarred on the date of contract. Even in the cases of risk purchase, no contract should be placed on such debarred firms.
16. If case, any debar firms has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them.
17. Contracts concluded (awarded) before the issue of the debarment order shall, not be affected by the debarment Orders.
18. The Debarment shall be automatically extended to all its allied firms. In case of joint venture/ consortium is debarred all partners will also stand debarred for the period specified in Debarment Order. The names of partners should be clearly specified in the "Debarment Order".
19. Debarment in any manner does not impact any other contractual or other legal rights of the procuring entities.
20. The period of debarment shall start from the date of issue of debarment order.
21. The Order of debarment will indicate the reason(s) in brief that lead to debarment of the firm.

SIGNATURE WITH STAMP
(On all Pages)

INTEGRITY PACT

Rashtriya Chemicals and Fertilizers Limited (RCF) has issued NIT of Tender No. _____ dated _____ inviting bids from Bidders for _____

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

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

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

NOW, THEREFORE,

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

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

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

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

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

1. Commitments of RCF:

- 1.1 RCF undertakes that no official of RCF, connected directly or indirectly with the Project/Work, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any other person, organization or third party related to the contract, which he/she is not legally entitled to, in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 RCF will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular Bidder in comparison to other BIDDERS.
- 1.3 RCF will report to the Independent Monitor of any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach by the Bidders. In such an eventuality, RCF will also report to appropriate Government Office wherever necessary and simultaneously initiate appropriate action.

2. Preceding misconduct:

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

3. Commitments of BIDDER:

- 3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 3.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the RCF, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract, which he/she is not legally entitled to, in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract
- 3.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of RCF, which he/she is not legally entitled to, or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with RCF for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with RCF.
- 3.4 Bidders(s)/Contractor(s) of foreign origin shall disclose the name(s) and address(es) of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name(s) and address(es) of foreign principals, associates, agents and distributors, advisors, representatives and sub-contractors
- 3.5 In case of sub-contracting, the principal contractor shall take the responsibility of the adoption of Integrity Pact by the sub-contractor. It is to be ensured that all sub-contractors also sign the Integrity Pact. In case of Joint Venture, all the partners of the joint venture should sign the Integrity Pact
- 3.6 BIDDER shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/ contract.
- 3.7 The BIDDER further confirms and declares to RCF that he has not engaged any individual or firm or company, whether Indian or foreign, to intercede, facilitate or in any way to recommend to RCF or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or Company in respect of any such intercession, facilitation or recommendation
- 3.8 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose complete details of any payments made, is committed to or intends to make to any officials of RCF or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments
- 3.9 The BIDDER will not collude with other parties, interested in the contract, to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract
- 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

4. Previous Transgression:

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with RCF, in respect of any corrupt practices envisaged hereunder, and/or with any Public Sector Enterprises/ Government departments/Organizations, etc that could justify BIDDERS exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process of the contract, or action can be taken as per the procedure mentioned in Guidelines on Banning of Business dealings and relevant government of India guidelines in this respect and if already awarded, the Contract can be terminated for such reason.

5. Sanctions for violations:

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle RCF to take all or any one of the following actions, wherever required
 - i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii. If the RCF has disqualified the bidder(s) from the tender process prior to the award of contract , RCF is entitled to demand and recover the damages equivalent to the Earnest Money Deposit/ Bid Security.
If the RCF has terminated the contract or if the RCF is entitled to terminate the contract, the principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee or as mentioned in the NIT
The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by RCF, without assigning any reason therefor
 - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - iv. To recover all sums already paid by RCF, together with interest thereon at 2% higher than the prevailing Lending Rate of State Bank of India or at 2% higher than LIBOR as may be applicable based on whether the bidder is an Indian party or a foreign party. If any outstanding payment is due to the BIDDER from RCF in connection with any other contract for any other Project/Work/ Supply, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - v. To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by RCF, along with interest.
 - vi. To terminate all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to RCF resulting from such termination and RCF shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - vii. To debar/blacklist the BIDDER from participating in future bidding processes of RCF for a minimum period of five years, which may be further extended at the discretion of RCF
 - viii. To recover all sums paid, in violation of this Pact by BIDDER to any middleman or agent or broker, with a view to securing the contract.
 - ix. In case where irrevocable Letters of Credit have been opened in respect of any contract signed by RCF with the BIDDER, the same shall not be operated.
 - x. Forfeiture of Performance Bond in case of a decision by RCF to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - xi. Any violation of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings for maximum five years with RCF
- 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 Jojneswar Sharma, IDES (Retd.)

Ex Director General, Defence Estates

Address: House No.27, Dr Zakir Hussain Path,

SARUMOTORIA (Hengerabari),

District Kamrup (Metro),

Guwahati 781036 (Assam)

Mobile: 8806777701

Email: sharmajoj@gmail.com

2. Shri N Shankar Reddy

Ex DGP and Road Safety Commissioner/CEO, Kerela Road Safety Authority

H No. 6-5-232-1; Brindavanam

80 Feet Road, Venkat Rao Nagar,

Ran Nagar (PO), Anantapur

Andhra Pradesh – 515004

Mob: 9447503998

Email: shankerreddyips@gmail.com

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

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

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

6.4 Both the parties accept that the Monitor has the right to access all the documents relating to the project/ procurement, including minutes of meetings. A summary of procurement/contract awarded, which are

covered under the IP shall be shared by RCF with the IEMs on quarterly basis. However, the documents / records/ information having National Security implications and those documents which have been classified as Secret / Top Secret are not to be disclosed

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

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

- 6.5 As soon as the Monitor notices, or has reason to believe a violation of this Pact, he will so inform the Authority designated by RCF.
- 6.6 Notwithstanding any Confidentiality Agreement/ clause agreed between RCF and Bidder, the BIDDER accepts that the Monitor has the right to access, without restriction, to all Project documentation of RCF including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor (s) with confidentiality.
- 6.7 RCF will provide to the Monitor sufficient information about all meetings among the parties related to the supply provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8 The Monitor(s) will submit a written report/recommendations to the designated Authority of RCF within 30 days from the date of reference or intimation of a Complaint to him by RCF/ BIDDER and should the occasion arise, submit recommendations for correcting problematic situations. In case of very serious issue having a specific, verifiable Vigilance angle, IEM(s) may report it directly to the CVC to be followed by a report on it within 30 days.

7. Facilitation of Investigation:

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

8. Law and Place of Jurisdiction:

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

9. Other Legal Actions:

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

10. Validity:

- 10.1 The validity of this Integrity Pact shall be *from date of signing of this Pact* and extend upto two years from the date of last payment under the contract. In case BIDDER is not awarded Contract/Purchase Order, this Integrity Pact shall expire after twelve months from the date of issue of the NIT.
- 10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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