



**RASHTRIYA CHEMICALS & FERTILIZERS LIMITED**  
(A Government of India Undertaking)  
CIN NO. L24110MH1978GOI020185  
**Corp. Office : Priyadarshini Bldg. E.E. Highway,**  
**Sion, Mumbai -400 022 INDIA(Marketing division, 8<sup>th</sup> Floor)**

**Telangana State Office: RCF Ltd ,10-2-289/28, 1<sup>st</sup> Floor, SRI**  
**LAXMI COMPLEX, SHANTINAGAR, HYDERABAD - 500028**  
**Email: [rcfhydms@gmail.com](mailto:rcfhydms@gmail.com) Ph: 040-23397084**

**NOTICE INVITING TENDER FOR HIRING PRIVATE WAREHOUSE AT ADILABAD CENTER OF TELANGANA STATE FOR THE PERIOD OF 24 (TWENTY FOUR) MONTHS.**

1. **Website for Online bid Submission: <https://gem.gov.in>**
2. **Kindly note that only online bid will be considered against this tender.**
3. **No offer in physical form will be accepted and any such offer if received by RCF will be outright rejected.**

<b>TENDER NO. Private Warehouse Adilabad 2025-26</b>	<b>(TOTAL NO. OF PAGES 1 TO 41)</b>
<b>PRE-BID MEETING: - At the above Area Office address.</b>	<b>19/05/2025 at 11.00 am</b>

**For any queries and help please contact:**

<b>Sunil Kumar</b>	<b>Officer (Mktg)</b>	<b>Office Tel.</b> <b>Mob. No.9491930239</b>	<b><a href="mailto:s.kumar@rcfltd.com">s.kumar@rcfltd.com</a></b>
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All bidders require GEM registration to participate in the bid. Bidders should get registered as “Seller” at <https://www.gem.gov.in>. The bids shall be uploaded in Two Bid System through GEM portal on **www.gem.gov.in website.**

The tenderer must study all tender documents carefully and satisfy himself by obtaining all clarifications in writing before tendering. Submission of tender implies that the tenderer has obtained all the clarifications required by him. No claim on ground of want of knowledge in such respect will be entertained. In the event of non-acceptance to all terms and conditions, all clauses of NIT, annexures, scope of work etc. of tender document, an offer is liable for rejection.

Bidders shall ensure that all documents related to pre-qualification (technical or commercial) are submitted at the first instance along with the original bids. However, RCF Ltd. may ask for the shortfall documents/clarifications to be submitted within the stipulated time from the bidders in order to get more competitive offers at the discretion of RCF with approval of competent authority.

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## INSTRUCTIONS TO TENDERERS

The bidders shall be required to submit their offers in 2 separate parts- **(1) 'Technical & Un-priced Commercial Bid'** and **(2) 'Price Bid'**.

The **Part-1 of Techno-Commercial Bid: i.e. Un-Priced Bid** shall be opened as per the date and time mentioned in the NIT and scrutinized for technical and commercial acceptability including the pre-qualification criteria. The offers not fulfilling these criteria as per the NIT shall be rejected outright.

The offer which meets the NIT requirements, technically (including pre-qualification criteria) & commercially, shall be eligible for further consideration. Before opening of the Price Bids, offers of all techno-commercially acceptable tenderers shall be at par.

The **Part-2 i.e. Price bids** shall be opened of participants who fulfill the pre-qualification criteria and techno-commercial requirement of NIT. The offers will be evaluated as per the price bid evaluation criteria mentioned in NIT. Please read instructions given below before submission of Price Bid i.e. Price bid evaluation criteria in NIT.

Based on quotations received and subsequent negotiations & finalization of rates, RCF reserves the right to award the said contract to the bidder on overall evaluated and negotiated lowest cost basis tender and who has agreed for scope of work and all terms & conditions given in Tender documents.

The company reserves the right to issue or reject the tender documents to any Party without assigning any reason thereof.

### **Definitions:**

The "Company" shall mean "Rashtriya Chemicals & Fertilizers Limited", having its Registered Office at "Priyadarshini", Eastern Express Highway, Mumbai-400022 & Telangana State office at Address RCFLTD. 10-2-289/25, 1st floor, Sri Laxmi Complex, Shantinagar – Hyderabad – 500028. (Which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns).

'General Manager (Marketing)' shall mean the Officer in Administrative charge of the Fertilizer Division of Rashtriya Chemicals and Fertilizers Ltd.

The State In-charge shall mean Officer In-charge of state Office.

'Tenderer' shall mean the person(s), firm, or Company who offer(s) a tender or quotation duly signed in response to the invitation to tender issued by RCF and shall be deemed to include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s), firm, or Company.

The term 'Contract' shall mean and include the Notice Inviting Tender (NIT), the instructions to the Tenderer, the tender, letter of Intent accepting the tender, special and general terms and conditions, directions and comments conveyed in writing, the Work Order, and its subsequent variations, if any, or any other authorized contract documents, and those general and special conditions that may be added subsequently or such other documents, as may be prescribed.

The term 'Contractor' shall mean the person(s), firm, or company with whom the contract has been entered into and shall be deemed to include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s), firm, or company.

Warehouse: The place where the RCF Material is stored/will be stored.

**Common firms:** Participating firms will be considered as common firms or participating firms sharing common business facilities as under:

- a. Tenders are received from any Proprietorship / firms / companies, having / sharing one or more common Business facilities such as Telephone, fax, emblem, office address, mail ID etc.
- b. The firms are represented by a common representative while dealing in the market.

If any commonness is ascertained based on the above criteria the participating firms will be treated as under:

Tenders of participating common firms i.e. two or more tenderers participating in the same tender shall be considered as having been received from only one tenderer in different names and the lowest acceptable quotation of such common firm shall be considered.

**Scope of work:**

Rashtriya Chemicals & Fertilizers Ltd., A Govt. of India Undertaking having its Registered Office at Priyadarshini Building, Eastern Express Highway, Mumbai-400 022 and state office at RCFLTD. 10-2-289/25, 1st floor, Sri Laxmi Complex, Shantinagar – Hyderabad – 500028 desires to hire suitable pucca and approved go-down (warehouse) for the purpose of stocking of its fertilizers.

The contractor/ tenderer shall undertake the following activities:

- a) Receiving fertilizers and other products marketed by the Company dispatched by road from rake point to go-downs/ by road from factory to go-downs/by road from port to go-downs.
- b) Unloading from trucks & stacking in go-downs.
- c) De-stacking and loading into trucks for dispatches to the consignee as per delivery orders issued by the company representative.
- d) To ensure proper handling, safe custody of goods including that of godowns and arrange for suitable watch and ward service.
- e) To keep proper records of receipts & despatches and tender account of stock of fertilizers and empty bags received from the company as per the instructions issued from time to time.
- f) The tenderer must be aware and should have knowledge of fertilizers (control) order 1985 and the essential commodities act 1955 and its amendments so that fertilizers stocks and records should be maintained accordingly.
- g) The stock received in the godown are required to be stacked to a height of not more than 20 bags on scientific lines, leaving adequate space around the stacks for verification and stock are to be stacked in countable manner by providing suitable dunnage.
- h) The godown should be leak proof throughout contract period.

**Volume of work :** No guarantee can be given as to any definite reservation quantity, which will be entrusted to the contractor at any time or during the period of contract. But the present indications are that the reservation required at above center will be 500 MT per month.

**Prequalification Criteria [P.Q.C]:**

Applicants should fulfill the prequalification criteria as mentioned in Annexure-II and should provide detailed information with supporting documents AS GIVEN BELOW.

**The submission /Uploading of information, Undertakings, Documents, and Certificates etc. are given as under:**

Sr. No.	Description	Documents to be submitted
1	EMD: Value of <b>Rs. 35000 /-</b> or EMD exemption certificate	Scanned copy of duly filled in, signed and sealed by the authorized person of tenderer as per Annexure-1 or Scanned copy of EMD exemption certificate.
2	“Application for PRE-QUALIFICATION of private warehouse at Adilabad Centre & General terms and conditions of the contract.”  Duly filled, Signed, sealed and Scanned copy of “Pre- qualification Details”.	Scanned copy of duly filled in, signed and sealed by the authorized person of tenderer as per Annexure-2 on tenderer’s letterhead.
3	Constitution of the Firm: Proprietorship/Partnership/Pvt. Ltd. /PublicLtd. Co. /Co-operative etc.	Scanned copies of documents i.e. Registration certificate showing proprietorship of the firm, Partnership deed/Memorandum /Articles of Association /Bye Laws/Certificate of Registration under Shop & Establishment Act etc. as applicable.
4	Name & designation of Authorized person/signatory	Scanned copy of authorization letter in the name of authorized person/signatory.
5	<b>Warehouse registration certificate</b>	Scanned copy of warehouse registration certificate.
6	Warehouse ownership documents or lease agreement incase of rented warehouse	Scanned copies of Warehouse ownership documents or lease agreement incase of rented warehouses.
7	Declaration of having electricity, watch & ward and computer facility supported by internet services at warehouse.	Scanned copy of declaration on bidder’s letterhead.
8	Self- certification regarding location of warehouse within 15 Kms from railhead on letterhead	Scanned copy of declaration on bidder’s letterhead.
9	a) The Tenderer should have Work experience of providing warehouse on rent during last 7 years ending last day of month previous to the one in which applications are invited.	a) Scanned copies of work orders to be submitted as mentioned in Annexure-2.  b) Work experience certificate from the client for the work orders as per format mentioned in Annexure-2.

I	One similar completed work of Value: Rs.8.592 Lakhs for Non-MSE / Rs.6.44 Lakhs for MSE & Start-up	
li	Two similar completed work of Value: Rs.5.37 Lakhs for Non-MSE / Rs.4.03 Lakhs for MSE & Start-up	
iii	Three similar completed work Value: Rs.4.296 Lakhs for Non-MSE/ Rs.3.22 Lakhs for MSE & Start-up	
	b) Work experience certificate to be given as per format mentioned in Annexure-II.	
10	Average annual financial turnover during last 3 years ending 31st March of the previous year, should be at least of Rs. 3.222 Lakhs for Non-MSE / Rs. 2.42 Lakhs for MSE& Start-up	Scanned copy of Average Annual Certified / Audited financial Turnover Certificate during last three years ending 31st March of the previous year(certified by Chartered Accountant) (2021-22,2022-23 and 2023-24.) (not prior to 2020-21)
11	PAN card no. of the firm :-----	Scanned copy of PAN card to be submitted.
12	The Tenderer should have GST Registration Number of the concerned State in which the said warehouse is located.	Scanned copy of GST registration certificate to be submitted or Indemnity bond on Rs. 500/- stamp paper in absence of GST registration no.
13	Acknowledgements of Income Tax Returns filed for last financial year ending 31st March of previous year.	Scanned copies of IT return acknowledgement for last financial year ending 31st March of the previous year.
14	MSME and TDS exemption certificates, if applicable	Scanned copy of MSME & TDS registration certificates to be submitted.
15	Audited P&L account and balance sheet for last financial year ending 31st March of the previous year.	Scanned copy of audited P&L account and balance sheet for last financial year ending 31st March of the previous year).
16	NIT	Scanned copy of NIT (all pages) duly signed and sealed by the tenderer as a token of acceptance of all terms and conditions of NIT.
17	<u>VENDOR UPDATION FORM :</u> <u>(WITH CANCELLED CHEQUE)</u>	Duly Signed and sealed Vendor Data in vendor updation form with scanned copy of cancelled cheque to be submitted Annexure-10.
18	<u>Integrity Pact</u>	Duly signed & sealed Scanned copy of Integrity pact

**Price-Bid (Financial Bid):**

Price Bid/Financial Bid is to be submitted online on GEM Portal mandatorily.

**Rates to be quoted considering following activities:**

FOR WAREHOUSE RENT: per month/per MT inclusive other charges and GST but exclusive of Insurance and standardization charges and FOR HANDLING OPERATIONS AT WAREHOUSE : per MT basis starting from unloading from truck & stacking at warehouse and destocking & loading into trucks which are inclusive of warai charges, all other charges and GST. **At present, GST rate applicable on storage & handling operations is 18%.**

Price Bid break-up sheet i.e (Annexure – 3) given with tender is to be uploaded after filling all relevant information in price break up format separately. The priced break up sheet should be strictly uploaded separately as per the format available with the tender, failing which the offer is liable for rejection (renaming or changing format of price break-up sheet (excel file) will not be accepted). The price quoted by the bidder should remain firm during the entire contract period of the contract and shall not be subject to variation on any account except statutory allowances and taxes as applicable from time to time. The bid submitted with a variation clause will be treated as non-responsive and may get rejected.

Please note that lowest bidder (L1) will be decided on over all lowest quoted price. Vendor should quote rate/value and upload price break up sheet separately. **Duly filled-in and signed Price-break-up sheet should be uploaded in the financial bid only. Offers indicating rates/price break-up anywhere else (in scanned documents as per prequalification criteria in Technical bid) shall be liable for rejection.**

The format of the Price Bid Sheet (to be uploaded only in Financial Bid) in excel format is given at **Annexure-3.**

**Evaluation of tenders:**

Lowest bidder (L1) will be decided on over all lowest total quoted rate/price.

**Basis of award of contract:**

The contract will be awarded based on lowest total evaluated value for the contract period at final Negotiated rates/prices.

**Submission and Validity of Tenders:**

Tenders are to be submitted as per the details given in the Instructions to the Tenderer. All rates/prices must be firm for a period of **Twenty four months (24 Months)** from the date of award of Work Order. No escalation will be given in the rates/prices on any grounds during the period of contract.

The rates/prices quoted in the tender are to hold good and valid for **75 days** (One hundred twenty days) from the date of opening of the tender. Tenders of lesser validity period will not be considered. During this period of validity any withdrawal/revocation/revision of the tender rates/prices will be liable for de-listing from the current panel of pre-qualified warehouse service provider and will also not be eligible for immediate next empanelment. Tenders incomplete in any respect are liable to be rejected.

**Qualification for a Tenderer:**

The Tenderer shall be one who is not connected in any way with RCF employees. Where tenders are received from any proprietorships, firms, companies having the same proprietor or one of more partners/directors in the business organizations of any other tenderer (herein after called common firms), such tenders shall be considered as having been received from only one tenderer in different names and the lowest acceptable quotation of such common firms shall only be considered for further tender evaluation.

**Clarifications:**

In case clarifications are required on invitation to tender the Tenderer shall approach RCF in writing well before the opening of the tender, and RCF will provide the information required in writing. However, failure to receive any addendum or clarification shall not relieve the Tenderer of any of the obligations stipulated in the invitation to tender. The invitation to tender with annexures and all attachments will be considered to have been read, understood and accepted by the tenderers unless otherwise specifically stated by them in writing well before the scheduled opening of the tender. The terms and conditions as embodied in the CONTRACT shall be final and any other terms and conditions put by a Tenderer will be null and void unless expressly agreed to by the Company.

**Security Deposit (SD):**

The Security Deposit for proper and timely fulfillment of the CONTRACT has to be paid by every successful Tenderer. The SD in the form of draft/ BG will be 25% of contract value. The security deposit shall have to be furnished within 10 days from the date of intimation of the acceptance of offer / issue of work order or letter of intent in the form of either Demand Draft in favor of 'Rashtriya Chemicals & Fertilizers Ltd., payable at Hyderabad or by means of Bank Guarantee as per the Company's format from the banks approved by the company. The Security Deposit shall be furnished to the Company for a suitable period as prescribed by the Company in the work Order. The Bank Guarantee should be forwarded by the CONTRACTOR's Banker directly to RCF with the covering letter of the Bank. In the event of any breach of any of the terms and conditions of the CONTRACT or the CONTRACTOR neglects, delays or fails to perform the Contract, 'Company' have the right to forfeit the security deposit. The Security Deposit shall not bear any interest. The Security Deposit shall remain at the entire disposal of the Company as a Security for the satisfactory execution and completion of the contract in accordance with the condition of the contract. The Company shall be at liberty to deduct and appropriate from the security deposit, such losses, damages, penalties and dues as may be payable by the contractor under this contract and the amount by which the security deposit is reduced by such appropriation will be made good by further deduction from the CONTRACTOR's subsequent interim bills in the same manner as aforesaid until the security deposit is restored to its full limit mentioned above.

**Refund of Security Deposit:**

On due satisfactory performance and completion of the contract in all respects, the security deposit will be returned to the contractor without any interest on presentation of an absolute no demand certificate from the State In-charge of Rashtriya Chemicals & Fertilizers Ltd., and upon return in good condition of any property belong to the company which may have been issued to the contractor.

**Earnest Money Deposit (EMD):**

Amount of EMD applicable for this tender is Rs. 35000/- to be submitted as per annexure-1.

**Period of Contract:**



The contract will be valid for the period of **Twenty four months**. However, reservation will be taken for three months on need base & could be extended for further period. If, the reservation is discontinued, then the godown rent will be payable as per over & above rent on actual stock basis.

RCF will have the right to terminate the contract, without assigning any reason, by giving 7 days' notice if in the opinion of the Company, the performance of the Contractor is not satisfactory and in such an event getting the job done by third party in part or full will be at the risk and cost of the contractor.

**Reservation of Storage space:**

The storage space to be hired by the company on need base shall be **500 MTs per month** for the period of 3 months & could be extended for further period on need base. The contractor should keep the material at approved warehouse only which will be covered under floater insurance policy by RCF Ltd. The contractor shall permit the company to keep stocks in excess of committed space without prior clearance from contractor. The storage charges for excess quantity shall be paid as per agreed terms.

**RCF not responsible for Contractors Employees:**

The contractor may employ such employees as he may think fit and the employees so employed shall be the employees of the contractor for all purposes whatsoever, and shall not be deemed to be in the employment or under the direct control of the company, for any purpose whatsoever.

The contractor shall abide by all Rules, Laws and Regulations that may be in force from time to time regarding the employment or condition of services of the employees. If under any circumstances whatsoever, the company, is held liable or responsible in any manner whatsoever, for the default or omission on the part of the contractors, in abiding by the aforesaid Rules, Laws and Regulations, or is held liable or responsible to the employees of the contractor in respect of any matter whatsoever, the company shall be reimbursed by the contractor or for the same, as also any other expenses or costs incurred by the company, in any proceedings or litigation, as a result of any claim or act on the part of the employees of the contractor, the company shall be entitled to claim damages or compensation from the contractor in that event.

**Contractor to comply with all Laws etc.:**

The contractor shall be responsible to ensure compliance with all Central and State Laws as well as the Rules Regulations, Bye-laws and orders of the Local Authorities and Statutory Bodies as may be in force from time to time. The contractor shall give to the statutory bodies, local authorities, police and other relevant authorities all such notices etc, as may be required by law and obtain all requisite licenses and pay all fees, duties, taxes charges etc. in connection therewith as may be liveable on account of his operations involved under this contract. The contractor shall make or bear at his own cost any damage to the property of the Company or any other body, persons, local authorities, etc. due to or arising from his operations involved under this contract and the company shall have the right to recover the cost of damage from dues payable to Security Deposit of the contractor.

**Insolvency or inability to perform contract satisfactorily:**

Should the CONTRACTOR's preparation for the commencement of the work on any portion of it or his subsequent rate of progress, be for any cause, whatever, show in the opinion of the State In-charge (which shall be conclusive) that the contractor will be unable to complete the work or any portion thereof, as agreed upon or should not have the work ready for delivery in conformity with the contract or should he neglect to comply with any directions given to him by the Company or in any respect fail to perform the contract, the Company shall have power to declare the contract to an end, in which case the contractor shall be liable for any expenses, loss or damage which the Company may incur or sustain by reasons or, in connection with CONTRACTOR's default.

**Assignment or sub-letting of contract:**

The contractor shall not assign or sublet the contract or any part thereof or allow any person interested therein in any manner whatsoever without the previous consent in writing of the Company, which consent, the Company shall be entitled to withhold without assigning any reason or ground. Any breach of this condition shall entitle the Company to take such steps as may be necessary and also terminate the contract and also rendering the contractor liable for payment to the company in respect of any loss or damage arising or ensuing from such cancellation. The permitted subletting of work by the contractor shall not establish any contractual relationship between the sub-contractor and the Company and the Company shall not release the contractor of any responsibilities under the contract. In the event of sufficient dues not being available to reimburse the Company for the expenditure incurred by above, the contractor shall reimburse the Company for the same.

**Compensation for submission of tender:**

Tenderers shall not be entitled to claim any costs, charges, expenses or incidentals for or in connection with the preparation and submission of their tenders even though Rashtriya Chemicals & Fertilizers may elect to withdraw the invitation to tender or reject all tenders.

**Pricing:**

Tenderers should quote rate/price considering the storage and handling activities at warehouse. Please note that the payment of the rent of over & above stock than reserved space will be made on the basis of peak stock of the fortnight as per agreed rate. The unit rate quoted in the price break up sheet of tender will form the basis of compensation if the scope of work is altered within mutually acceptable limit.

**Agreement:**

The contractor shall execute an agreement in the format prescribed by the Company within ten days of receipt of the Work Order on a Non-Judicial Stamp Paper of the value of Rs.500/- to be provided by bidder.

Pending execution of the agreement, when the Work-order / Letter of intent is issued to the Contractor, then in such case, the tender documents, letters of acceptance and other relevant letters and communications between the contractor and the company shall constitute a binding contract. The company reserves the right of placing the contract simultaneously or at any time during the period of the contract with one or more contractors as it may think fit.

**Right of Acceptance and Rejection of Tender:**

The company reserves the right to accept at their sole and unfettered discretion any tender for whole or part quantities or to reject any or all tenders without assigning any reason thereof. No claim for compensation etc. whatsoever will be entertained by the company from unsuccessful tenderers.

**Quality of Storage Space :**

The space offered should be fully covered. The godown should have concrete/cement flooring as well as RCC roof or roof covered by standard leak proof material. There should be adequate ventilation and free flow of air in the godown.

**Computer facility**

The godown premises should have computer with internet facility & printer for faster communication & for proper record.

**Custody and Maintenance of stocks in the godown:**

The total responsibility of maintaining the stocks in the said godown in a proper saleable condition shall be that of the Tenderer. In case of any signs of deterioration, the same shall be brought to the attention of the Company for immediate action.

The Tenderer will also arrange at their cost the necessary watch and word and shall take all necessary steps to prevent theft, pilferage etc. And shall at their cost arrange for proper maintenance/supervision of the stocks throughout contract period. The Tender shall also provide, at their cost, adequate dunnage for stacking the bags in accordance with the specifications provided by the company for dunnage. There should be proper lighting arrangements to facilitate inspection. Firefighting equipment should be provided in the godown.

**Stacking:**

Stacking should not be more than 20 bags height, separate stacks should be made for each product. If such height limit is not maintained by the contractor, he shall be liable to pay the company for damage, which may be caused to the material or its wastage or its non-usage. The stocking of bags should be in standard criss-cross method to ensure stability of the stocks and easy counting. Labels/cards on stacks giving the full details of the stocks must be used to facilitate inspection and orderly release. Adequate space should be provided between the stacks as well as from the wall to facilitate free movement.

Bags received in damaged condition should be stacked separately for inspection and standardization.

**No Use of Hooks:**

No hooks should be used while unloading, loading, stacking & unstacking operation. In case of use of hook, penalty will be charges for the use of hook upto 5% of the contractors bill and the penalty so charges shall be binding on the contractor without reference to the actual loss sustained by the company.

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**Recovery of Losses:**

Tenderer will be responsible for safe custody of fertilizers as well as empty bags stored in the godown. In case of any loss or damage to the material, recovery shall be made by the Company at the rate of prevailing retention price per M.T plus freight subsidy in case of manufactured Urea or the comparable cost in case of Imported Urea and MRP plus subsidy in case of decontrolled fertilizers or such other rate as may be decided and communicated by the Company from time to time (GST as applicable).

**Insurance of Godown:**

The Contractor, at his own cost shall also insure the warehouse structure, premises and precincts against fire, floods, breakages, etc.

**Display of stock**

Day to day closing stock to be displayed on each variety of stock.

**Insurance of material:**

The comprehensive insurance for the stocks will be taken by the Company and such Policy shall be in the name of the Company. However the name of the warehouses premises, address etc., to be informed in advance to the company along with all documents of fitness certificates, licenses etc.

**Dispatch of fertilizers to the godowns**

The Company will from time to time give intimation to the contractor regarding the stocks of fertilizers dispatched by rail or road and it shall be the responsibility of the Tenderer to receive the stocks throughout the day and properly store them in said godown. The Contractor shall maintain regularly proper records of all stocks of fertilizers received in accordance with the instructions of the Company.

**Taking prompt delivery:**

Upon receipt of Communication / receipt of documents the contractor shall ensure taking delivery of fertilizers within the prescribed time limit. Any demurrage/ warfare and other charges levied by the railways or transport operators will be borne by the contractor.

**Short delivery:**

If any consignment is received in quantities lesser than that indicated in the accompanying record, the Tenderer shall record to that effect while giving acknowledgement.

**Dispatch of stocks against delivery instructions:**

The contractor will deliver the stocks to the consignee against and in accordance with the terms mentioned in the delivery orders issued by the company's authorized representatives only. No material should be delivered by on the oral instructions. FIFO principal should be strictly adhered for effecting delivery.

**Standardization:**

All leaky/torn bags and short-weight bags are to be separately stacked on receipt. The same may be standardized in the presence of company officer at the earliest. The record of such standardization done must be properly maintained by the contractor. Any stock is found to be short weighed on subsequent inspection by the Company, the same may be put to the standardization before the delivery is affected.

**Stock Registers/ Records/ Accounting procedure / Periodical statements:**

The Tenderer shall regularly maintain proper accounts giving full particulars of opening stocks, date-wise receipts, date-wise deliveries, balance stock, material in transit, etc., in the form and manner as may be instructed by the Company from time to time. The Tenderer shall also maintain stock records and all other records in the form and manner as may be required by the company from time to time. All such accounts and records shall be open for inspection for effective delivery and receipt of stocks of fertilizers. The contractor shall maintain a telephone at his cost at the same godown for easy communication between the company and the contractor. Day-wise closing stock positions are to be daily updated and kept for company's inspection of the records.

**Inspection of godown:**

The Tenderer shall at all reasonable times, allow representatives of the company to have access to and inspect the said godown and records and accounts of stocks maintained by the stockiest and also for making physical verification of the stocks of fertilizers in the said godown. If on such inspection it is detected that the said godown or the stocks of fertilizers are not being maintained as per the terms and conditions, of the contract or if any discrepancy is found in the records / accounts, or if on physical verification any discrepancy is detected in the stocks of fertilizers then the company, without prejudice to any of its other rights may call upon the contractor to pay such amount by way of compensation as the company may determine and the contractor shall be liable to pay such amount forthwith on such demand.

**Periodical Reports to the Company:**

The Tenderer will submit periodically (Weekly/fortnightly/monthly/yearly as per the instructions of the Company) reports indicating the opening stocks, receipts, issues and closing stocks, stocks requiring standardization, stocks of empty bags, etc. in a given format, along with copies of goods receipt note, delivery order etc.

**Working hours and provision of communication devices:**

The Tenderer will keep open the said godown on all working days during usual working hours observed by the company for effecting delivery and receipt of stocks of fertilizers. Whenever required said godown will be kept open for receipts and deliveries of fertilizers even after working hours and on holidays. The tenderer should inform/give the details of name of contact person, contact number, mail/email address for correspondences. The contractor should have the facility of Internet connection with printing option for accessibility/sending/receiving reports.

**Payment Terms:**

The contractor shall prefer monthly bills together with the quarterly reconciliation statement supported by necessary documents as per the requirement which will be communicated from time

to time and forward to the designated office for payment. Payment of the bills to the contractor will normally be made within 30 days from the date of submission of the bills, complete in all respect. The Contractor shall not claim any interest for delayed payments.

**Lien:**

The Tenderer or their creditors shall have no right on Company's stocks of fertilizers and / or other articles belonging to the company either by way of lien or otherwise, under any circumstances whatsoever.

**Appointment of Staff:**

The Tenderer shall engage the necessary staff for the purpose of carrying out their obligations under the agreement at their own risk and cost. All staff engaged by the stockiest for these purposes shall for all purposes, be deemed to be employed by the Tenderer and the Company will not be concerned in any manner whatsoever with such staff and no such engagement of the staff by the Contractor shall deem to have given any contractor or other relation between the company and the staff of the contractor.

**Indemnity**

With prejudice to any other provisions in these conditions, the contractor shall be bound to keep the company or any representative or employee of the company fully indemnified against any action, claim or proceedings under the provisions of any rules, regulations, bye-laws, notifications, directions or order having the force of law for anything done or omitted to be done to the contractor in contravention of such provisions etc., for the infringement or violation thereof by him in the course of the execution or completion of the work under the contract and if, as a result of any such action, claim or proceedings, the contractor or such representative of the company, as the case may be, adjudged to be liable to any penalties or to pay any penalties or to pay any compensation, such liability, the contractor and if, the company has to take over the liability, the company shall deduct all amounts arising out of such liabilities from the Security Deposit of the Contractor or from any other amount due and payable by the company to the Contractor under this contract or any other contract and without prejudice to any other legal remedy available to the Company.

**Guarantee:**

In addition the Tenderer agree to indemnify and keep the indemnity against any loss or damage suffered by the company due to any default or other irresponsible activity of the representatives of the Tenderer and such indemnification shall be outside the purview of the Bank Guarantee amount.

**Appointment of Other Warehouse Contractors:**

If the services of the Tenderer are not found to be satisfactory, the company reserves the right to appoint a parallel contractor with or without terminating the contract by giving 15 days notice. In such an event company shall have the right to recover the additional cost incurred by the Company in entrusting the job to the other contractor.

**Force Majeure:**

Neither the CONTRACTOR nor the Company shall be considered in default in the performance of their contractual obligations under the order, so long as such performance is prevented or delayed for

reasons, such as Acts of God, severe earthquake, typhoon or cyclone (except monsoon) floods, lightening, land-slide, fire or explosion, plague or epidemic, sabotage, blockages, war, riots, invasion, act of foreign enemies, hostilities (whether war be declared or not) civil ware, rebellion, revolution, insurrection or military usurped power or confiscation or trade embargoes or destruction on requisition by order of any Government or any public authority.

CONTRACTOR shall notify Company about the occurrence of the force majeure events and provide Company with the details of the arising and ceasing of the impediment. At the end of the impediment CONTRACTOR shall provide justificatory documentation countersigned by the Local Chamber of Commerce.

Should one or both the parties be prevented from fulfillment of the contractual obligations by a state force majeure lasting continuously for a period of six weeks the two parties shall consult each other regarding the future implementation of the CONTRACT. The mere shortage of labour, materials or utilities shall not constitute force majeure unless caused by circumstances which are themselves force majeure.

**Arbitration:**

In the event of any question, dispute or difference arising, under the contract, the same shall be referred to the sole arbitration of a person appointed to be the arbitrator by Company and the proceedings shall be in accordance with the Arbitration and Conciliation Act 1996. There will be no objection that the arbitrator is in service of RCF that he had to deal with the matters to which the contract relates or that in the course of his duties as an employee of RCF he had expressed views on all or any of the matters in dispute or difference. The arbitrator shall give a reasoned or speaking award. The award of the arbitrator shall be final and binding on the parties to the contract. In the event of the arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, it shall be lawful for the GM, RCF to appoint another arbitrator in place of outgoing arbitrator in the manner aforesaid. The venue of arbitration shall be Mumbai.

**Jurisdiction of Court:**

The contract shall be deemed to have been entered into at Mumbai and all causes of action in relation to the contract will thus be deemed to have been arisen only within the jurisdiction of the Mumbai Courts.

**Law Governing the Contract:**

This contract shall be governed by the laws of Union of India for the time being in force.

**Secrecy:**

Any information derived or otherwise communicated to the contractor in connection with the contract shall be regarded as secret and confidential and shall not without the written consent of the RCF be published or disclosed to any third party or made use of by the contractor except for the purpose of implementing the contract.

**Negotiations:**

RCF may conduct negotiation for this tender if the conditions so warrant.

**Termination:**

The Company shall terminate the agreement with the Tenderer at any time without any notice or assigning any reason in case of any default or breach of obligation on the part of the Tenderer, or if in the opinion of the company, the services of the Tenderer are considered unsatisfactory or if at any time any type of construction and / any other activity / work is made / or carried out by any one near the said godown, which in the opinion of the company, be dangerous and / unsafe or unsuitable for storage of fertilizers in the said godown premises and the locality where the said godown premises are situate become unsafe in the opinion of the company due to any reason whatsoever for storage of fertilizers and in any other case, by giving 30 days' notice in writing to that effect to the Tenderer. The Tenderer may terminate this agreement at any time by giving 90 days written notice to the Company.

Notwithstanding the aforesaid, the Company shall have the right to terminate the contract at any time before the expiry of the said period / extend the period, if in the opinion of the Company the performance of the contractor is not satisfactory, which opinion shall be conclusive and final and shall not be opened to challenge on any ground whatsoever. Such termination shall be effective on the date specified in the notice issued to the Contractor.

\* \* \*



Duly Signed, sealed with UTR No. to be uploaded

**EARNEST MONEY DEPOSIT (EMD) : 35000/-**

**E.M.D. –Scanned copy of EMD submitted to be uploaded.**

**RTGS/NEFT:** EMD to be deposited in RCF's account through RTGS/NEFT and details of this transaction with **UTR number** to be submitted along with technical bid for verification. Bank details for payment of EMD by RTGS/NEFT are as follows :

**(I) Beneficiary Name : Rashtriya Chemicals & Fertilizers Limited**

**Name of Bank : State Bank Of India**  
**Branch : Commercial Branch-Hyderabad**  
**Branch Code : 04168**  
**IFSC Code : SBIN0004168**  
**A/c No. 10187982986**

☐ **BANK & BRANCH NAME** \_\_\_\_\_

☐ **NEFT /UTR No** \_\_\_\_\_

**Date of NEFT/UTR** \_\_\_\_\_

**OR**

☐ **Upload the Valid MSME or NSIC CERTIFICATE -for exemption of EMD.**

Earnest Money shall not be accepted in any form other than specified above and tenders not accompanied by earnest money as above, are liable to be rejected.

1. Please Submit/upload the RTGS/NEFT receipt of EMD Payment.
2. No interest shall be payable on the earnest money deposit.
3. The earnest money deposit will be refunded to the unsuccessful tenderer/s after finalization /issue of work Order of the said contract.

**EMD SUBMITTED AS ABOVE**

**(Sign and Seal of Tenderer/Authorised person)**

<b>Please fill the details in front of each criteria mentioned below</b>	
<b>Please upload signed &amp; sealed copies of SUPPORTING DOCUMENTS as mentioned in NIT.</b>	
<b><u>PRE-QUALIFICATION DETAILS</u></b>	
<b>I- GENERAL INFORMATION DETAILS</b>	
<b>1. NAME OF BIDDER : .....</b>	
<b>2. Address of the Firm</b>	
<b>3. Office Tel. No.</b>	
<b>4. e- mail ID</b>	
<b>5. Year of Establishment</b>	
<b>6. Constitution of the Firm:</b> Proprietorship/Partnership/Pvt. Ltd./Public Ltd. Co./Co-operative. Enclose certified copies of documents i.e. Partnership deed Memorandum/Articles of Association /Bye Laws/Certificate of Registration under Shop & Establishment Act etc. as applicable	-----  Enclose certified copies of documents
<b>7. Names of the Contact person:</b>	Mr.-----
<b>8. Telephone No. of contact person _____</b> <b>Mobile No. _____</b>	
<b>9. Name &amp; designation of Authorized signatory</b>	Authorised Person : _____  Submit Authorization letter.
<b>II- INFRASTRUCTUREDETAILS</b>	
<b>1. Name and address of the warehouse location</b>	
<b>2. Total space available ( in MT) for stacking of 45 KG/25 KG/ 50 KG HDPE bags and Boxes of 10ltrs</b>	

3.	Space available for RCF occupation.	
4.	Year of construction and type of construction of warehouse .	
5.	Type of roof & flooring	
6.	Godown floor height from the ground level.	
7.	Whether electricity available	Yes/No
8.	Whether approach road is available for loading & unloading operation.	Yes/No.
9.	Distance from the nearest rake point in KM	
10.	Whether watch & ward is available	Yes /No
<b>11. Warehouse registration No. &amp; date</b>		
12.	Computer facility with internet service is available	Yes/No

<b>Sr.</b>	<b>III –CRITERIA FOR TECHNICAL EXPERTISE.</b>					
<b>1</b>	<b>WORK EXPERIENCE: The Tenderer should have Work experience of providing warehouse on rent. The Tenderer should submit the Work Orders and the corresponding Work Completion Certificates/ Experience certificate, duly obtained from Govt. Dept./ PSU/Public Ltd. Company dealing in Fertilizers, Food Grains, Cement or similar products. Such work experience should be during last 7 years ending last day of month previous to the one in which applications are invited.</b>					
	A	<b>One similar completed work costing not less than the amount of :</b>		Rs.8.592 Lakhs for Non-MSE / Rs.6.44 Lakhs for MSE & Start-up		
	<b>OR</b>					
	B	<b>Two similar completed works each costing not less than the amount of :</b>		Rs.5.37 Lakhs for Non-MSE / Rs.4.03 Lakhs for MSE & Start-up		
	<b>OR</b>					
	C	<b>Three similar completed works each costing not less than the amount of :</b>		Rs.4.296 Lakhs for Non-MSE/ Rs.3.22 Lakhs for MSE & Start-up		
	<b>Sr</b>	<b>EXPERIENCE CERTIFICATE to be given as under.</b>				
		<b>Name of the Client served</b>	<b>Contract Period</b>	<b>Product handled</b>	<b>Volume in MT</b>	<b>Value of contract executed `</b>
	I					
II						
iii						
IV	_____					

<b>2</b>	Whether your Firm / Company is blacklisted by any other Public Sector,/ Govt. /Quasi Govt. Organization or any other client.	<input type="checkbox"/> <b>YES</b> <input type="checkbox"/> <b>NO</b> (if YES please furnish details in packet-3       )
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3	Whether your contract was terminated before expiry of Contract period or Security Deposit / E.M.D. forfeited by RCF OR any other public sector / Govt./Quasi-Govt. organization / :any other client	<input type="checkbox"/> <b>YES</b> <input type="checkbox"/> <b>NO</b> (if YES please furnish details in packet-3)															
4	Whether Proprietor/Partner/Director (as applicable) has been prosecuted by any Judicial Court for any Criminal Breach of Trust. :	<input type="checkbox"/> <b>YES</b> <input type="checkbox"/> <b>NO</b> (if YES please furnish details in packet-3)															
5	DETAILS OF SISTER CONCERNS (if any) a) Name & Address b) Activities engaged in by Sister Concern c) Names, Addresses & Telephone Nos. of Proprietors/ Directors/ Partners of sister concern	<input type="checkbox"/> <b>YES</b> <input type="checkbox"/> <b>NO</b> (if YES please furnish details in packet-3)															
<b>NOTE: (I) The blacklisted parties by RCF or Govt./Quasi Govt. Organization are liable for disqualification. RCF decision will be final in this regard.</b> <b>(II) The parties whose EMD is forfeited by RCF are also liable for disqualification.</b> <b>(III) RCF reserves the right not to consider parties having any dispute with RCF in order to protect it's interest</b> <b>(IV) The Proprietor/Partner/Director (as applicable), if prosecuted by any Judicial Court for any Criminal Breach of Trust, are liable for disqualification. RCF decision will be final in this regard</b>																	
<b>IV –CRITERIA FOR FINANCIAL WORTHINESS.</b>																	
1	Name of Bankers & Address & Tel. No.																
2	The net worth of bidder firm should not be negative on the due date of submission of tender and should not have eroded by more than 30% in last 3 years ending on due date of submission of tender																
3	(3-a) <b>Average Annual Certified / Audited financial Turnover during last three years ending 31<sup>st</sup> March of the previous year , should be at least of : Rs. 3.222 Lakhs for Non-MSE / Rs. 2.42 Lakhs for MSE&amp; Start-up - (2021-22,2022-23 and 2023-24.) (not prior to 2020-21)</b> (3-b) <b>Please upload Average Annual Certified / Audited financial Turnover Certificate during last three years ending 31<sup>st</sup> March of the previous year(certified by Chartered Accountant) (2021-22,2022-23 and 2023-24.) (not prior to 2020-21)</b>																
	<table border="1"> <thead> <tr> <th>Sr</th> <th>Audited Financial Year</th> <th>Turnover Amount ( Rs. )</th> </tr> </thead> <tbody> <tr> <td>I</td> <td></td> <td></td> </tr> <tr> <td>II</td> <td></td> <td></td> </tr> <tr> <td>iii</td> <td></td> <td></td> </tr> <tr> <td colspan="2">Average Turnover for 3 years =</td> <td></td> </tr> </tbody> </table>	Sr	Audited Financial Year	Turnover Amount ( Rs. )	I			II			iii			Average Turnover for 3 years =			
Sr	Audited Financial Year	Turnover Amount ( Rs. )															
I																	
II																	
iii																	
Average Turnover for 3 years =																	
4	Income Tax PAN No. of the Firm	<b>PAN No.</b> Enclose copy of PAN No.															

5	The Tenderer should have GST Registration Number of the concerned State in which the said warehouse is located .		GST Registration No.		
			Enclose copy of GST Registration certificate		
6	Enclose copies of Acknowledgements of Income Tax Returns filed for last three years ending 31 <sup>st</sup> March of the previous year		Enclose copies of I.T. returns (2021-22,2022-23 and 2023-24.) (not prior to 2020-21))		
7	DETAILS OF IMMOVABLE PROPOERTY owned by Firm/proprietor/Director/Partners ; OR Declaration that, We, proprietor/Director/Partner /firm do not own any property.				
	Sr. No.	Type of property	Identification No. with address	Owned in the name of	Present value (Rs.)
8	List of Partners / Directors				
	Sr. No.	Full name of Partner / Director			
	1				
	2				
	3				
	4				
09	DECLARATION ABOUT ANY OTHER FIRM/COMPANY WHO HAS APPLIED FOR THE SAME TENDER :- I / We hereby solemnly declare that the proprietor / Partner/ Director of this firm /company mentioned at Sl. Nos.1-4 above is / are <b>COMMON / NOT COMMON</b> (Strike off whichever is not applicable) with any other Firm / Company who has applied for the same Tender. In case of common Proprietor / Partner / Director in other firm who has also applied against same Tender, please mention the name of the firm / firms/Company. ( Tick as applicable)		<input type="checkbox"/> <b>COMMON</b>  <input type="checkbox"/> <b>NOT COMMON</b> (if Common -please furnish details.)		
	DECLARATION ABOUT RELATIONSHIP WITH EMPLOYEE OF RCF :- I / We hereby solemnly declare that the proprietor/ one or more Partners/ Directors of this firm / company <b>has relationship / has no relationship with the employee of RCF.</b> ( Tick as applicable )		<input type="checkbox"/> <b>has relationship</b>  <input type="checkbox"/> <b>has no relationship</b> (If has relationship - please furnish details.		

10	<b>Declaration about relationship with AUTHORISED FERTILIZER DEALER of RCF</b> I / We hereby solemnly declare that the proprietor, /one or more Partner, / Director of this firm, / company is <b>COMMON / NOT COMMON</b> (Tick as applicable) with any other firm who is the authorised fertilizer dealer of RCF in <b>respective State</b> of said rake point. <b>NOTE :</b> In case, subsequently if the declaration is given for pre-qualification is found incorrect OR false, then the EMD shall be forfeited and the applicant shall be immediately de-listed from RCF panel and will not be eligible for empanelment for a minimum period of 15 months.	<input type="checkbox"/> <b>COMMON</b> <input type="checkbox"/> <b>NOT COMMON</b> (If COMMON -please furnish details)
11	<b>Declaration whether the applicant is RCF'S AUTHORISED H&amp;T CONTRACTOR FOR FERTILIZERS at any location.</b> I / We hereby solemnly declare that the proprietor, /one or more Partner/ Director of this firm, / company is <b>COMMON / NOT COMMON</b> (Strike off whichever is not applicable) with any other firm who is the approved RCF's H&T contractor at any rake-point / warehouse. If common, Name of firm: _____ Destination for which contract is awarded : _____	<input type="checkbox"/> <b>COMMON</b> <input type="checkbox"/> <b>NOT COMMON</b> If common, name of Firm ----- & Destination for which contract awarded.
12	<b>Whether you are registered under Micro, Small &amp; Medium – MSME - Enterprise Act 2006, and if yes, please furnish the Registration Number &amp; Copy of Registration certificates and proof for Registration</b>	<input type="checkbox"/> <b>YES</b> <input type="checkbox"/> <b>NO</b> (if YES please furnish details as attachments.)
13	If MSME whether an SC/ST enterprises (Certificate from Tahsildar / Competent authority is to be furnished)	<input type="checkbox"/> <b>YES</b> <input type="checkbox"/> <b>NO</b> (if YES please furnish details)
I/We certify that all information furnished by Me/Us is correct and true and in the event that the information given is found to be incorrect /untrue, RCF reserves the right to disqualify me/us or terminate our contract without giving any notice or reason thereof. <div style="text-align: right;">(Signature &amp; Seal of Proprietor / Authorised Signatory)</div>		

Please Note: In order to deliver Natural Justice to all the Tenderers and enable them to prequalify, RCF shall get Clarification(s) from all concerns and obtain supplementary proofs insupport of documents earlier submitted by the Tenderer.

\*\*\*\*\*

**Annexure-3****PRICE BREAK-UP SHEET**

Bidder Name: -----

Centre: Adilabad

SN	SCOPE OF WORK/ACTIVITY	ESTIMATED QUANTITY PER MONTH(MT)	ESTIMATED QUANTITY FOR 24 MONTHS (MT)	RATE (RS./MT/MONTH)	TOTAL AMOUNT (RS.) FOR 24 MONTHS
<b>A</b>	<b>STORAGE</b>				
	Godown Rent for reservation Quantity	500	12000	-----	-----
		TOTAL			-----
<b>B</b>	<b>HANDLING</b>				
	Warehouse handling operations				
	a)Unloading & stacking in godown	500	12000	-----	-----
	b)De-stacking & loading into truck	500	12000	-----	-----
			Total	-----	-----
<b>C</b>	GST as applicable on (A+B)				-----
<b>D</b>	Total cost for Godown Operation (storage & handling) for 24 months, D=A+B+C				-----
<b>1</b>	Standardization Rate Per/MTs inclusive of GST				Rs.-----per MT
<b>2</b>	Over & above charges Per/MTs Inclusive GST				Rs.-----per MT

Total cost for Godown storage & handling operations with GST but exclusive of standardization and insurance charges for 24 months, D=A+B+C will be quoted by the bidder in the price bid.

Evaluation Criteria:- L1 will be decided based on the total lowest cost of storage and Handling operations inclusive of GST, D=A+B+C as mentioned above.

Above mentioned 1) standardization rate and 1) Over & above stock qty. rate will not be the part of determining L1 position of the tender.

The unloading & loading qty. mentioned above is purely indicative & it may vary as per need. RCF does not give any guarantee of handling quantity & not liable for any loss.

The tenderer has to quote all rates in price break-up sheet failing which their tender is liable to be rejected.

**LIST OF RCF APPROVED BANKERS FOR BANK GUARANTEES**

BANK GUARANTEE from RCF's List of banks as above.

\* **BANK GUARANTEE should be attested by two officers from the same bank on stamp paper of Rs. 500/-.**

\* In case of Foreign Banks, the BANK GUARANTEE forwarded by them should be counterguaranteed by State Bank Of India Or any other bank from RCF's approved list.

Sr. No.	(A) NATIONALISED BANKS (13 Nos.)	Sr. No.	(B) OTHER PRIVATE BANKS (17 Nos.)	Sr. No.	(C) FOREIGN BANKS (15 Nos.)
1	Bank of Baroda (includes erstwhile Dena Bank & Vijaya Bank)	1	Axis Bank Ltd.	1	American Express Bank Ltd.
2	Bank of India	2	Catholic Syrian Bank Ltd.	2	Bank of America National Trust & Saving Association
3	Bank of Maharashtra	3	City Union Bank Ltd.	3	Bank of Tokyo - Mitsubishi UFJ Ltd.
4	Canara Bank (includes erstwhile Syndicate Bank)	4	HDFC Bank Ltd.	4	Barclays Bank PLC
5	Central Bank of India	5	ICICI Bank Ltd.	5	BNP Paribas
6	Indian Bank include erstwhile Allahabad Bank	6	IDBI Bank Ltd.	6	Calyon Bank
7	Indian Overseas Bank	7	Kotak Mahindra Bank Ltd.	7	Citibank N.A.
8	Punjab & Sind Bank	8	South Indian Bank Ltd.	8	Deutsche Bank
9	Punjab National Bank (include erstwhile Oriental Bank of Commerce & Union Bank of India)	9	Tamilnad Merchantile Bank Ltd.	9	Development Bank of Singapore (DBS)
10	State Bank of India	10	Federal Bank Ltd.	10	Hongkong & Shanghai Banking corporation Ltd.
11	UCO Bank	11	Jammu & Kashmir Bank Ltd.	11	JP Morgan Chase Bank
12	Union Bank of India (includes erstwhile Andhra Bank & Corporation Bank)	12	Karnataka Bank Ltd.	12	Royal Bank of Scotland
13	United Bank of India	13	Karur Vysya Bank Ltd.	13	Standard Chartered Bank
		14	YES Bank	14	Bank of America
		15	IDFC Bank	15	Emirates Bank NBD
		16	Indusind Bank Ltd		
		17	RBL Bank Ltd		



**BENEFITS TO MICRO AND SMALL ENTERPRISES (MSME)**

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

**a) Qualifying Criteria for MSEs ( Micro and Small), SC/ST vendors :**

i. MSE bidders must submit registration certificates from any of the following (or any other body specified bythe Ministry of MSME) :

- National Small Industries Corporation (NSIC)
- District Industries Centres (DIC)
- Coir Board
- Khadi and Village Industries Commission(KVIC)
- Khadi and Village Industries Board(KVIB)
- Directorate of Handicrafts and Handloom
- AadharUdyog Memorandum

ii. SC/ST owned enterprises ( i.e. SC/ST proprietorship, or holding minimum 51% shares in case ofPartnership/Private Limited Companies) shall additionally submit relevant SC/ST certificates issued by anyof the following:

- District/Additional District Magistrate /Collector/Deputy Commissioner/ Additional Deputy Commissioner/Deputy Collector/1st Class Stipendiary Magistrate/Sub-divisional Magistrate /Taluka Magistrate / Executive Magistrate/ Extra Assistant Commissioner
- Chief Presidency magistrate /Additional Chief Presidency magistrate /Presidency magistrate
- Revenue Officer not below the rank of Tehsildar
- Sub-divisional Officer of the area where the individual and/or his family normally resides

iii. The registration shall be valid as on date of placement of order. A self- attested photocopy of the relevant certificate shall be submitted as a support document.

iv. The registration must be for the items/category of items /services relevant to the tendered items/category of items/services.

**(b) Purchase Preference for MSE:**

In tenders, where the L1 (evaluated price) bidder is a non-MSE, up to 20% of the tendered quantity shall beallowed to be supplied by participating MSEs provided that the tendered quantity is divisible into two ormore orders and adequate for the purpose; all qualifying bidders have agreed for acceptance of part- order quantity and participating MSE matches the L1 rate.

A share of 4% out of this 20% shall be allowed to be supplied by participating MSEs owned by ScheduledCast/Scheduled Tribe entrepreneurs. In the case of an SC/ST owned MSE failing to participate in the tender or not meeting the tender requirements, this 4% sub-target shall be met by other participating MSEs. The above shall be subject to that the participating MSE (including SC/ST) bidders shall have quoted a pricewithin +15%of the L1 bid price and further that they shall agree to match their quoted price with the L1price.

In case that two or more MSEs are within the L1 +15% band, all such MSEs will be offered the opportunity tomatch the L1 rate and 20% of the order will be shared equally by them. Where the MSE is SC/ST owned,they shall be exclusively awarded a share of 4% of the above 20% in addition to equally sharing the balance 16% with other non-SC/ST MSEs .

In case of more than one SC/ST MSE matching the L1 price, they shall equally share 4% of the order , and additionally share the balance 16% with other non-SC/ST MSE bidders.

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

i) Tenders shall be provided free of cost and tender documents are downloadable from the websites ofRCF (<http://www.rcfltd.com>) and the Central Public Procurement (CPP) Portal (<http://www.eprocure.gov.in/epublish/app>) or can be obtained from the Office of Dy. General Manager(Marketing ).

ii) MSE units qualifying as at (a) above shall be exempt from paying EMD.NO EXEMPTION shall be allowed for the submission of SECURITY DEPOSIT /Performance BankGuarantee, if applicable in the particular tender.

\*\*\*\*\*

## NEXURE-6

### FORMAT BANK GUARANTEE

\* **BANK GUARANTEE** - The Bank shall be selected from RCF's approved List of banks.

\* **BANK GUARANTEE** should be attested by two officers from the same bank on stamp paper of Rs. 500/-.

\*In case of Foreign Banks, the **BANK GUARANTEE** forwarded by them should be counter-guaranteed by State Bank Of India, Or any other bank from RCF's approved list.

Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_

M/s Rashtriya Chemicals & fertilizers Ltd,

.....,

.....

. Dear Sirs,

In consideration of M/s Rashtriya Chemicals and Fertilizers Limited, [hereinafter referred to as '**RCF**', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns], having agreed to exempt, M/s \_\_\_\_\_ having its registered/principal office at

\_\_\_\_\_ [hereinafter referred to as '**Contractor**' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns], from depositing with **RCF** a sum of Rs. \_\_\_\_\_ towards security deposit in lieu of the said **Contractor** having agreed to furnish an irrevocable bank guarantee for the said sum of Rs. \_\_\_\_\_ as required under the terms and conditions of Contract / Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ [hereinafter referred to as the '**Order**'] placed by **RCF** on the said Contractor, we,

\_\_\_\_\_ [hereinafter referred to as '**the Bank**' which expression shall include its successors and assigns] do hereby undertake to pay **RCF** an amount not exceeding Rs.

\_\_\_\_\_ [Rupees \_\_\_\_\_] on demand made by **RCF** on us due to a breach committed by the said **Contractor** of the terms and conditions of the **Order**.

1. We \_\_\_\_\_ **the Bank** hereby undertake to pay the amount under the guarantee without any demur merely on a demand received in writing from **RCF** stating that the **Contractor** has committed breach of the term(s) and/or condition(s) contained in the **Order** and/or failed to comply with the terms and conditions as stipulated in the **Order** or amendment(s) thereto. The demand made on **the Bank** by **RCF** shall be conclusive as to the breach of the term(s) and/or condition(s) of the **Order** and the amount due and payable by **the Bank** under this guarantee, notwithstanding any dispute or disputes raised by the said **Contractor** regarding the validity of such breach and we agree to pay the amount so demanded by **RCF** forthwith and without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_].

2. We, \_\_\_\_\_ **the Bank** further agree that this irrevocable guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said **Order** and that it shall continue to be enforceable till all the dues of **RCF** under or by virtue of the said **Order** have been fully paid and its claim satisfied or discharged or till **RCF** certifies that the terms and conditions of the **Order** have been fully and properly carried out by the **Contractor** and accordingly discharge the guarantee.

3. We \_\_\_\_\_ **the Bank**, undertake to pay to **RCF** any money so demanded notwithstanding

any dispute or disputes raised by the said **Contractor** in any suit or proceedings pending before any Court or Tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be valid discharge of our liability for payment there under and the said **Contractor** shall have no claim against us for making such payment.

4. We \_\_\_\_\_ the **Bank** further agree that **RCF** shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the **Order** or to extend time of performance by the said **Contractor** from time to time or to postpone, for any time or from time to time, any of the powers exercisable by the **RCF** against the said **Contractor** and to forbear or enforce any of the terms and conditions relating to the **Order** and shall not be relieved from our liability by reason of any such variation or extension being granted to the said **Contractor** or for any forbearance, act or omission on the part of **RCF** or any indulgence by **RCF** to the **Contractor** or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5. In order to give full effect to this guarantee, **RCF** will be entitled to act as if the **BANK** were the principal debtor and the **BANK** hereby waives all rights of surety ship.

6. Our liability under this bank guarantee is restricted to Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_] and shall remain in force up to \_\_\_\_\_ and thereafter till the expiry of the extended period, if any, (hereinafter Validity period). Unless a demand is made under this guarantee on us in writing at any time from the date of issue of the guarantee till the expiry of the Validity period, we shall be discharged from all liabilities under this guarantee thereafter.

7. The claim, if any, under this guarantee, shall be lodged at (address of **BANK** & Branch) \_\_\_\_\_.

8. This guarantee will not be discharged due to change in the constitution in the **Bank** or the said **Contractor** or the provision of the contract between **Contractor** and **RCF**.

9. The **BANK** hereby agrees that the Courts in Mumbai shall have exclusive Jurisdiction in any matter of dispute between **RCF** and the **Bank** and the **Bank** hereby agrees to address all the future correspondence in regard to this bank guarantee to Chief Finance Manager (Marketing Finance) , Rashtriya Chemicals and Fertilizers Limited, 8<sup>th</sup> Floor, Marketing division, Priyadarshini Bldg., E.E. Highway, Sion-Mumbai 400 022. INDIA.

10. We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

11. We, \_\_\_\_\_ the **Bank** lastly undertake not to revoke this guarantee during its currency except with the previous consent of the **RCF** in writing.

SIGNED AND DELIVERED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_

Yours faithfully,

For and on behalf of \_\_\_\_\_.

(bank) Signature of Authorised Official of bank

Name of the Official:

Designation of the  
Official:

Name of Bank: Branch:

Address of Branch:

Telephone / Mobile No : Fax No:

Email Id: \*\*\*\*\*

Rs,. 500/- STAMP PAPER

**AGREEMENT FOR STORAGE OF MATERIAL AND HANDLING**

THIS AGREEMENT MADE THIS \_\_\_\_\_ between M/s. Rashtriya Chemicals & Fertilizers Limited, a company registered under Companies Act, 1956 having its Registered Office at 'PRIYADARSHINI', EASTERN EXPRESS HIGHWAY, MUMBAI-400 022, hereinafter called as "Company" which expression unless repugnant, thereto includes its Successors and assigns of the ONE PART

And

\_\_\_\_\_, hereinafter called the "Contractor" which expression unless repugnant, thereto includes its Successors and assigns of the OTHER PART.

WHEREAS the Company, have been manufacturing Ujjwala Urea, Suphala 15:15:15 and Suphala 20:20:0, importing DAP, MOP, Urea and marketing the above products, whereas

\_\_\_\_\_ is in the business of undertaking Warehousing Services & handling .

Whereas the contractor is willing to undertake the work in accordance with the terms and conditions of NIT and the Work Order. This agreement now witnesses and it is hereby agreed that the said contractor shall work under the conditions hereafter appearing:

1. The Contractor agrees to abide by the company's notice inviting Tender No. \_\_\_\_\_, along with terms and conditions thereof, as per the company's work order No. \_\_\_\_\_, dated \_\_\_\_\_ both of which form part of this Agreement along with the contractor's quotation dated \_\_\_\_\_.
2. The Contractor has to furnish Security Deposit as per Clause **No.4.0.0 of NIT** it is agreed that the Contractor shall bear all Charges/Costs pertaining thereto and shall not demand any interest, charges, expense connected therewith.
3. The Agreement shall be valid upto \_\_\_\_\_.
4. All disputes and differences arising out of the contract shall be settled as per Clause **No.19.0.00 of the NIT.**
5. Due to Contractor's inability, failure or negligence to execute the contract any loss incurred by the Company, will be on Contractor's account. The Company or his authorized representative at his entire discretion may also terminate the contract in part or full, by giving 30 days notice, if in its opinion the work under the contract is not being done in accordance with the terms and conditions of the contract. The company also reserves the right to get work done by any other agency as and when the situation warrants, at the risk and cost of the contractor and any additional cost so incurred shall be recovered from contractor's

bills/bank guarantee/security deposit.

6. The contract is entered into at ..... and competent courts of..... shall have jurisdiction.

IN WITNESS THEREOF, the parties have hereto set their hands and seals the days respectively appearing under their signature.

1. \_\_\_\_\_ 2. \_\_\_\_\_  
(Contractor) (Company)

WITNESS:

1. \_\_\_\_\_ 2. \_\_\_\_\_

**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 case of risk purchase, no contract should be placed on such debarred firms.

16. If case, any debar firm 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.

\*\*\*\*\*

# ANNEXURE-9

VENDOR DATA UPDATION FORM (Packet-4 ) –PLEASE SUBMIT CANCELLED CHEQUE						
-	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 · N o	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)		will be filled by RCF		
		RCF Vendor Code ( for existing RCF Vendors)				
		RCF Vendor Code ( for new Vendors, RCF will create and fill)	*	will be filled by RCF		
II	ADDRESS	House/ bldg. Number	*			
		Street	*			
		Street				
		City / Postal Code	*			
		District / State	*			
		Country				
		Region Code		will be filled by RCF		
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.)	*	To be given, if applicable.		
		Other Region Code		will be filled by RCF		
IV	COMMUNICATION	Contact person	*			
		Telephone incl. ext.		STD Code	Tel No	Extn
		Mobile Phone	*			
		Fax		STD Code	Tel No	
		Email	*			
		Standard communication method		by email only		
V	ACCOUNT CONTROL	If also a RCF's Customer?		Yes / No		

		Group Key		<b>will be filled by RCF</b>		
<b>VI</b>	<b>TAX INFORMATION</b>	CST Reg NO. for C forms				
		LST No. ( Local VAT REG NO)				
		GST Reg. No.				
		Excise Reg. No.				
		PAN NO.	*			
<b>VI I</b>	<b>DETAILS OF BANK</b>	Bank Key		<b>will be filled by RCF</b>		
		Bank Account No. of Vendor	*			
		Name of Bank	*			
		Name of Branch	*			
		Bank IFSC Code	*			
		Bank Branch Code (Only for SBI accounts)				
		Bank Address	*			
		BankCity	*			
		9 Digit code appearing on MICRcheque	*			
		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		<b>will be filled by RCF</b>		
<b>VI II</b>	<b>REFERENCE DATA</b>	Industry (whether PSU/Armed forces, Govt, others)				
		Micro / SSI Status (Whether Micro , Small, Medium Enterprise under Micro , Small and Medium Enterprises Development Act, 2006)				
	<b>For new vendors</b>					
1	It is mandatory ( Compulsory) to fill relevant data for item marked " * "					
2	Enclose a 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 authorize RCF Ltd to make all payments to us by Direct Credit to our Bank Accounts details of which are given above.					
5	We hereby authorize RCF Ltd to deduct bank charges applicable for such Direct Bank Payments					
				<b>Signature</b>	.....	
	<b>Place</b>	Common Seal		<b>Name</b>	.....	
	<b>Date</b>			<b>Designation</b>	.....	

**INTEGRITY PACT**

Rashtriya Chemicals and Fertilizers Limited (RCF) has issued

**NIT No.** \_\_\_\_\_ **dated** \_\_\_\_\_

inviting bids for \_\_\_\_\_

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

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

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

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

NOW, THEREFORE,

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

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

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

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

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

**1. Commitments of RCF:**

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

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

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

**2. Preceding misconduct:**

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

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

*Sign and stamp of the Bidder & company seal  
Or  
Digitally signed by the Bidder  
**Date:***

### 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. Bidder further undertakes, not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts etc., in connection with this bid/ contract. Representation of Clean Record: Bidders declare and affirm that they have not been/ are involved in any act of fraud, corruption, bribery, collusion, or any other unethical or illegal activity related to public or private contracts, either domestically or internationally, in the past three years reckoned from date of bid submission and/or up to the date of entering into this Integrity Pact and/ or during the subsistence of the Integrity Pact. Continued Reporting: Bidders further agree to promptly report any suspected or known instances of fraud, corruption, bribery, collusion, or any other unethical or illegal activities related to any contract with any organization or entity.

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

*Sign and stamp of the Bidder & company seal  
Or  
Digitally signed by the Bidder  
**Date:***

- 3.10 The BIDDER shall not use improperly, for purposes of completion or personal gain, or pass on to others, any information provided by RCF as part of the business relationship, such as plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to ensure that no information is divulged to others.
- 3.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.12 The BIDDER commits to refrain from giving any complaint in connection with the Project, directly or through any other manner, without supporting it with full and verifiable facts.
- 3.13 The BIDDER shall not instigate or cause to instigate any third party to commit any of the actions afore-stated.
- 3.14 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the employees of RCF, or, if any relative of an employee of RCF has financial interest/stake in the BIDDER, the same shall be disclosed by the BIDDER at the time of filing the tender. The term 'relative' for this purpose would be as defined in Companies Act, 1956 or any modifications thereof.
- 3.15 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of RCF.
- 3.16 The BIDDER have not and will not sell the same material/ equipment at prices lower than the offered prices for refereed tender (as part of Fall Clause, applicable to Proprietary/PAC buying and Rate Contracts only, as per Manual of Procurement of Goods, issued by CVC dt. 01/07/2022). The BIDDER undertakes/commits to refund/ reimburse the excess amount to BUYER, if it comes to notice that it has supplied the material/equipment at a lower price to any other Governments, public sector or private organisations.
- 3.17 Commitment to Ethical Practices: Bidders commit to maintaining the highest ethical standards throughout the course of this contract. Any breach of this commitment shall be subject to applicable legal actions, as well as reputational damage.

#### 4. Transgression Clause:

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

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

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

- 4.2 Disclosure of Transgressions:

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

#### 5. Sanctions for violations:

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

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. If the RCF has disqualified the bidder(s) from the tender process prior to the award of contract, RCF is entitled to demand and recover the damages equivalent to the Earnest Money Deposit/ Bid Security.

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

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If the RCF has terminated the contract or if the RCF is entitled to terminate the contract, the principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee or as mentioned in the NIT

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

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

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

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

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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 N Shankar Reddy,  
Ex-DGP and Road Safety Commissioner/CEO,  
Kerala Road Safety Authority  
Address: H No. 6-5-232-1; Brindavanam  
80 Feet Road, Venkat Rao Nagar  
Ran Nagar (PO), Anantapur, Andhra Pradesh – 515004.  
Mobile No : 91 9447503998 , Email : shankerreddyips@gmail.com
2. Shri B Siddhartha Kumar  
H. No. 3-7- 44, Plot No. 44, Padma Nilayam, Street No.- 15,  
A. G's Colony, Nalanda Nagar,  
Attapur, Hyderabad – 500048  
Email : [bsiddharthak\\_66@rediffmail.com](mailto:bsiddharthak_66@rediffmail.com)

(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 remains unsolved even after mediation by the panel of IEMs, RCF may take further action as per the terms and conditions of the contract. The expenses incurred for holding meeting of IEMs for dispute resolution will be shared equally by the RCF and the Contractor/Bidder.  
Bidder signing Integrity Pact shall not approach the Court while representing the matters to IEM and bidder will await their decision in the matter.
- 6.5 As soon as the Monitor notices, or has reason to believe a violation of this Pact, he will so inform the Authority designated by RCF.
- 6.6 Notwithstanding any Confidentiality Agreement/ clause agreed between RCF and Bidder, the BIDDER accepts that the Monitor has the right to access, without restriction, to all Project documentation of RCF including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor (s) with confidentiality.
- 6.7 RCF will provide to the Monitor sufficient information about all meetings among the parties related to the supply provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8 The Monitor(s) will submit a written report/recommendations to the designated Authority of RCF within 30 days from the date of reference or intimation of a Complaint to him by RCF/ BIDDER and should the occasion arise, submit recommendations for correcting problematic situations. In case of very serious issue having a specific, verifiable Vigilance angle, IEM(s) may report it directly to the CVC to be followed by a report on it within 30 days.

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**7. Facilitation of Investigation:**

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

**8. Law and Place of Jurisdiction:**

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

**9. Other Legal Actions:**

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

**10. Validity:**

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

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

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

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