RASHTRIYA CHEMICALS and FERTILIZERS LIMITED
(A Government of India Undertaking)
CIN NO. L24110MH1978GOI020185
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Sion –Mumbai -400 022 INDIA(Marketing division, 8th Floor)
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Konkan Area Office: RCF Ltd. 1STFloor, Room No. 126-127, Administrative Bldg., Mahul Road, Chembur-Mumbai 400 074.
Email: konkanrcf@gmail.com**Tel. No:25548300/ 2554 6628**

TECHNICAL BIDS ARE INVITED FOR PREQUALIFICATION OF TRANSPORT CONTRACTORS FOR 24 (TWENTY-FOUR) MONTHS, ALONG WITH PRICE BIDS, FOR LINING UP OF TRANSPORTATION CONTRACT FROM TROMBAY TO VARIOUS BLOCKS OF RATNAGIRI, SINDHUDURG AND GOA STATE AND (ON DISTRICT BASIS) IN MAHARASHTRA STATE FOR THE PERIOD OF 18 (EIGHTEEN) MONTHS.

TENDER NO. GeM-Tender_SD_TROMBAY_RSG_2026-27(TOTAL NO. OF PAGES 1 TO 71)	
PRE-BID MEETING: - At the above Area Office address.	**07/11/2026 at 12.00 pm**

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Important Notes:

1. Tender documents may be downloaded from website www.gem.gov.in. Aspiring bidders/suppliers who have not enrolled/registered on GeM should enroll/register through the web site www.gem.gov.in , before participating in the tender.
2. Kindly note that, only online bid received through gem portal will be considered against this tender. Offer received in physical form will not be accepted and any such offer if received by RCF for this tender will be outright rejected.
3. Kindly refer "Resources Section" available for bidders on GeM tendering website www.gem.gov.in for detailed procedure for bid submission.
4. Submission of signed &duly filled Integrity Pact is one of the prequalification criteria for the tender. Bid submitted without Integrity pact will not be considered.

For any queries and help please contact:

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Mr. Akhilesh Dhyani	Fin. Repr.	Office Tel. 25523238/Mob. No.9871440217	akhilesh.Dhyani@rcfltd.com

The bids shall be uploaded inelectronic form only through GeM tendering system on www.gem.gov.in website. In the event of non-acceptance to all terms and conditions, all Clauses of NIT, Annexures, scope of work etc. of Tender document may lead to rejection of offer.

5. RCF shall not share the techno-commercial bids of any bidder with other participating bidders.
6. Grievances during Tendering Process :
   Any supplier, contractor, or consultant who claims to have suffered or is likely to suffer loss or injury due to a decision, action, or omission by RCF, may submit a review application to the following e-Mail ID :
   GC-MKTG@rcfltd.com
   The review application against subject tender can only be submitted by bidder who have applied against tender.

DEFINITIONS:

The "Company" shall mean "Rashtriya Chemicals and Fertilizers Limited", having its Registered Office at "Priyadarshini", Eastern Express Highway, Mumbai - 400022 & Area office at Address:Administrative Building, 1st Floor, Room No. 126/127, Mahul Road, Chembur, Mumbai – 400074. (Which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns).

i) The "Contractor" shall mean the Tenderer whose tender has been accepted and shall include his legal representative's heirs, successors and assigns.

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

iii) Area Incharge/State Incharge (Konkan), shall mean the Officer in administrative charge of Konkan Area Office, RCF Ltd. Mumbai.

iv) **District (Districts) :**In which the transportation of fertilizers in bags of 50 Kgs., 45 Kgs.40Kgs, 25 Kgs., and / or 10 Kg each etc. and also Minikit bags from said **plant**to various destinations of said district and the other districts of corresponding State. Herein after defined as said district / said State.

- **Commonness:** Commonness among tenderers or among tenderer and RCF dealer or among tenderer and RCF employee:

  The tenderer is considered common when:

  1. There is common Proprietor/Partner/ Director among tenderers or among tenderer and RCFdealer or among tenderer and RCF employee.
  2. Having one or more common business facilities such as Telephone, fax, emblem, officeaddress, mail ID etc. among tenderers or among tenderer and RCF dealer or among tendererand RCF employee.
  3. Represented by a common person while dealing with RCF or in the market for tenderers or for tenderer and RCF dealer or for tenderer and RCF employee.
  4. The term relative will be considered common as per definition of Relative.

  If any commonness is ascertained based on the above criteria, then such tender will be dealtas under:

  a. ***Commonness among tenderers:*** *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. Only one tender of such common firm shall be considered.*
  If commonness is found amongst the tenderers during scrutiny of tender documents, RCF reserves the right to register any one unit out of the units owned by the same owners/ directors.
  b. Commonness among tenderer and RCF dealer: If the tenderer is having commonness with RCF Dealer then tender will be rejected if the location of dealer and the location for which tender is received, both locations are in the same state.
  c. Commonness among tenderer and RCF employee: Tenders received from firms having the TENDERER or any employee of the TENDERER or any person acting on behalf of the TENDERER, either directly or indirectly, is a relative of any of the employees of RCF, then their tender will be rejected.

v) **Relative:**The term `Relative' for this purpose would be defined as 'Father (including step-father), Mother (including step-mother), Son (including step-son), Son's wife, Daughter, Daughter's husband, Brother ((including step-brothers) and Sister (including step-sisters)'.

vi) **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.

vii) **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.

viii) **Debarment**: The terms "banning of firm", 'suspension', 'Black-Listing', "Holiday" etc. convey the same meaning as of "Debarment".

Volume of Work:

No guarantee can be given as to any definite volume of work, which will be entrusted to the contractor at any time or during the period of contract. However, the rates finalized for this tender will be applicable for the entire period of contract and the contractor has to perform work for the entire contract period regardless of estimated quantity. The tentative Quantities of Block-wise movement are as under are as under.

Sr. No.	District	Name of the **Blocks**	**Lead** Distance (KM)	Estimated **Qty. (MTS)**
1	Ratnagiri	Chiplun	294	300
2		Dapoli	282	200
3		Guhaghar	337	100
4		Khed	259	200
5		Lanja	398	200
6		Mandangad	228	100
7		Ratnagiri	385	400
8		Rajapur	435	200
9		Sangameshwar	378	200
10	Sindhudurg	Deogad	525	200
11		Dodamarg	600	250
12		Kankavali	491	300
13		Kudal	526	550
14		Malvan	536	250
15		Savantwadi	550	400
16		Vaibhav wadi	482	150
17		Vergurla	547	350
18	Goa	Goa	615	800
	Total 18 Blocks			**5150**

Transportation:In Price Bid Sheet (i.e. Excel sheet) only basic rates to be quoted for block wise transportation and local transportation, applicable GST will be calculated in Excel sheet as per set formula.

However, Bidder has to quote total transportation cost (including GST and other charges) at respective head i.e. TRANSPORT SERVICE in GeM Portal.

Information about submission of Price Bid (i.e. price break up sheet)

Price Bid sheet (Price break up in Excel sheet format) is given in the tender (format at Pg-6). Download the Excel sheet, fill all relevant information like Basic Rates in Rupees per MT per Km for each block along with applicable GST, under respective heads, with seal and sign of the firm, and upload the price break up sheet in GeM (in PDF format only).

The priced bid sheet (Price break up/Excel sheet) should be uploaded in the system strictly as per the format available with the tender, in PDF format only, failing which the offer is liable for rejection (renaming or changing the format of price bid sheet will not be accepted).

The total tender value quoted for Transportation services and submitted in GeM should match with price break up sheet.

Vendor should quote price break up (block wise transportation rates) in price bid sheet only. **Offers indicating rates anywhere else shall be liable for rejection.** However total lump sum value of the tender, should be entered manually in Gem tender.

The Contractor must give two bids separately, one technical bid and another financial bid.

Please read following instructions before filling & submission of price bid sheet:

Kindly fill block wise Transportation rates and other information in Price bid Sheet accurately.

A] **Bidders Name**: Kindly put complete name of bidding firm/company.

B] **Rates to be Quoted**: UNDER GST SCENERIO (PRICE BID sheet):

(i) FOR TRANSPORTATION FROM TROMBAY PLANT :

BASIC RATES to be mentioned in price bid sheet (Price break up) for transportation to all blocks (which are inclusive of warai and all other charges but exclusive of GST). However, bidder has to quote total transportation cost (including GST and other charges) at respective head i.e. TRANSPORT SERVICE in GeM Portal.

GST on transportation will be paid by RCF as per applicable rates under Reverse Charge Mechanism. GST rate is 5% on transportation under reverse charge basis.

OR

Transporter has option to pay GST on transportation under forward charge Mechanism. GST rate is 18% on transportation under forward charge basis. GST on transportation under forward charge mechanism has to be first paid to Government by contractor and same will be reimbursed by RCF on submission of GST compliant Bill as per GST Norms in **Annexure – IV.**

Blank field or cell in any of the price bid sheet will be considered as a 'regret by the tenderer'.

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FORMAT-Financial document indicating price break up (MODE OF QUOTATION)-

Excel sheet of price break up (with preset formulas) is provided in the tender documents, should be filled and uploaded in financial bid documents in PDF format only. However, total cost of Transportation, should be entered manually in GeM tender at respective head.

Tender No:……

Name of the Bidder: ……

Applicable GST% (FCM/RCM)……

Sr. No.	District	Name of the **Blocks**	**Lead** Distance(KM)	Estimated **Qty. (MTS)**	**BASIC RATE FOR BLOCK**	**TOTAL COST: (RATE) x (QUANTITY)**
1	Ratnagiri	Chiplun	294	300		
2		Dapoli	282	200		
3		Guhaghar	337	100		
4		Khed	259	200		
5		Lanja	398	200		
6		Mandangad	228	100		
7		Ratnagiri	385	400		
8		Rajapur	435	200		
9		Sangameshwar	378	200		
10	Sindhudurg	Deogad	525	200		
11		Dodamarg	600	250		
12		Kankavali	491	300		
13		Kudal	526	550		
14		Malvan	536	250		
15		Savantwadi	550	400		
16		Vaibhav wadi	482	150		
17		Vergurla	547	350		
18	Goa	Goa	615	800		
	Total Quantity & Total Transportation cost Blocks		**----**	**5150**	**----**	
	Applicable GST% (RCM-5% / FCM-18%) on Transportation		**----**	**----**		
	****Total Transportation cost : Including GST**					

(**) = Total of 'Transport cost including GST and all other charges' should be manually entered by bidder at respective heads in GeM portal.

INSTRUCTIONS:

(i) FOR TRANSPORTATION FROM TROMBAY PLANT: Only Basic Rate (INCLUSIVE of Warai and all other charges but EXCLUSIVE of GST) should be mentioned in price bid sheet for transportation to all blocks. **However, bidder has to quote total transportation cost (including GST and other charges) at respective head i.e. Transport SERVICE in GeM Portal.**

(ii) EVALUATION OF RATES: Evaluation of the tender will be on overall evaluated cost.

(iii) The tenderer has to quote for all the blocks as per above price bid sheet, failing which their tender is liable to be rejected.

SCOPE OF WORK &General TERMS AND CONDITIONS OF CONTRACT

1.00 SCOPE OF WORK:

1.01 Rashtriya Chemicals & Fertilizers Ltd, invites e-tenders on Gem Portal for transportation of fertilizers in bags of 50 Kg., 45 Kg., 40Kg., 25 Kg., and / or 10 Kg each etc. and also Minikit bags from TROMBAY plant to various destinations of said district and other destinations of said State. The contract involves transportation of fertilizers at said Railhead/Godown to various destinations of said district and other destinations of corresponding State in such a way that there will be neither cut and torn bags nor any weight loss due to use of pointed objects/hooks etc.

1.02 The appointed Transport contractor shall carry sufficient copies of proper delivery Challan (OBD)/ Invoice /E-Way Bill, with truck while transportation. Noncompliance shall be at Risk & Cost of the respective transport Contractor only.

1.03 The successful tenderer shall ensure that the material handed over to them is delivered in full, without transshipment, at destinations without any damage either to the material or to the packing in such a way that there will be neither cut and torn bags nor any weight loss due to use of pointed objects/hooks etc. within 3 days from the date of lifting from TROMBAY plant.

1.04 The Transporter should note the following points during transportation of materials.

a) **Loss of material/damages of bags:** In case of loss of material/damages of bags due to poor handling, penalty will be charged for the loss of material @MRP+ subsidy+ transportation charges+ cost of bags @ Rs. 20/- per bag. GST will be extra as applicable.

b) **Delay in Delivery:** In case of delay in delivery of material at destination the contractor shall have to pay liquidated damages to the Company at the rate of Rs 100/- day**), plus GST,** for each truck-load, from the expiry of 3 days from the date of lifting from TROMBAY plant.

c) Shortage of Fertilizers: In case of shortage of fertilizer en-route, the contractor shall have to pay to the company as compensation an amount equivalent to the value of material short delivered at destination calculated at the prevailing retention price, which is higher than the consumer price and fixed by the Company. In case of fertilizers other than Urea, shortage en-route the contractor shall have to pay the compensation fixed by the company from time to time. In addition to retention price, cost of delivery of material including GST will also be recovered from transporter.

d) Cut & Torn bags: In case of receipt of acknowledgment of material by the party with remarks of damage delivery; penalty will be charged for the loss of material @MRP+ subsidy+ transportation charges+ cost of bags @ Rs. 20/- per bag. GST will be extra as applicable.

1.05 **GPS-Based Vehicle Tracking System for Urea Transportation by Deployment of GPS-Enabled Vehicles/ Mobile Tracking.**-The contractor shall ensure that **all trucks deployed for the transportation of Urea are equipped with GPS tracking devices/ Mobile Tracking system** . The GPS devices/ Mobile Tracking must be functional, tamper-proof, and capable of providing real-time tracking data.

Digital Registration of Vehicles

Upon loading at the designated Rake Point / Godown / Plant, each truck shall be **digitally registered in the transportation monitoring system**. The following details shall be mandatorily entered at the time of dispatch:

- Vehicle Registration Number
- Driver Identification
- Quantity of Urea Dispatched
- Destination Point

Central Monitoring Dashboard Integration

The GPS tracking devices/ Mobile Tracking shall be linked to a **central monitoring dashboard**, accessible to RCF, which will provide live updates on:

- Current location of each vehicle
- Route being followed
- Speed of the vehicle
- Stoppage times and locations

Responsibility and Compliance

It shall be the responsibility of the contractor to ensure continuous, uninterrupted functioning of the GPS system/ Mobile Tracking in all deployed vehicles.

2.0 Prequalification Criteria:

a) Prequalification criteria is as mentioned in Prequalification details –Annexure XII.

b) Signing of the integrity pact and Submission of EMD/ Valid document for eligibility for exemption of EMD with bid declaration form are the pre-requisites for the bidder. Tender
submitted without Integrity pact and EMD/ valid EMD exemption certificates will not be considered.

c) For qualifying MSEs/ Start up Bidders relaxation of 25% in prior experience (value) & Average annual financial turnover applicable in PQ (Pre-qualification) criteria.

3.00 SUBMISSION OF TENDERS

3.01 The tenderer, after studying all tender documents carefully and after visiting the site for satisfying himself of the local conditions, location and accessibility of the site, nature, extent and character of the operations, may obtain all clarifications in writing before tendering. Submission/uploading 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.

3.02 The tenderer has to quote for all the blocks covered in the PRICE BID sheet, failing which their tender is liable to be rejected.

3.03The rates quoted in the tender are to hold good for a period of 75 days from the date of opening of the tenders and if the contract is awarded, the same rates will be valid for the entire period of contract. No tenderer can withdraw his tender or revoke or revise the rates within the aforesaid period of 75 days and If the tenderer withdraws / revises / revokes OR shows unwillingness to conform with his offer, the earnest money deposit (EMD) shall be forfeited by the company and the tenderer is also liable for de-listing from the current panel of pre-qualified transporters of TROMBAY plant and will also not be eligible for immediate as per Annexure VIII.

3.04 If the tender submitted is not in the name of any individual, the tenderer shall disclose the nature, constitution and registration of the tendering firm and the tender shall be signed by a person or persons duly authorized to do so by means of a legally valid documents which, or a duly certified copy of the same, shall be attached with the tender.

3.05 Service of Notice of Contract

The contractors shall furnish the name, designation and address of his authorized agent. All complaints, notice, communications and references shall be deemed to have been duly given to the contractors if delivered to the contractor or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on the day on which they should reach such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners,

any change in the constitution of its firm shall be forthwith notified by the contractor to the company and it will not affect the validity of the contract. In the event of refusal to accept any communication/ notice/ complaints/ references OR failure on the part of authorized agent to be present at the respective **RCF AREA OFFICE** whenever called for telephonically also, notice of contract shall be deemed as served.

3.06 Commencement of Work:

The Contractor shall commence the work on completion of formalities pertaining to Security Deposit and Agreement within the stipulated period (14 days), on receipt of Work Order. However, if the contractor fails to commence work within 15 (Fifteen) days from the stipulated day (the date of acceptance of Work order by the Contractor) as stated above, he will not be allowed to work during the period of contract and the Earnest Money Deposit shall be forfeited.

4.0<u>Rejection and acceptance of tenders:</u>

4.1 <u>Rejection of tender</u>

Any tender is liable to be rejected,

i) Which varies from NIT terms & conditions or stipulates counter conditions, OR
ii) Which fails to provide required information or is otherwise incomplete, OR
iii) Which is received from an entity which is common (as per definition of common firms) with RCF's Registered Fertilizer Dealer in the State. OR
iv) Which is received from a tenderer or their Partners or Directors or persons having implicit or explicit relations with RCF employee.
v) Price Bid submitted which is not as per format given in the tender. OR
vi) Price bid which is not uploaded in price bid/documents section and uploaded elsewhere.

4.2<u>ACCEPTANCE OF TENDER:-</u>The acceptance of tender will rest with the company, which does not bind itself to accept the lowest tender and reserves to itself the right

a. To reject any or all tenders.
b. To split up work amongst two or more tenderers.
c. To award the work in part and not in its entirety, if considered expedient, without assigning any reason or giving any explanation thereof.
d. To negotiate with one or more tenderers for revision of rates downwards if the company feels that rates so received are not appropriate.
e. To reject the tender on the basis of unsatisfactory performance of the tenderer in previous transport contracts with the company.
f. To reject the tender of de-listed transporter due to unsatisfactory performance, forfeiture of EMD or due to any other reasons.
g. To reject the tender if any commonness is ascertained based as per definition of commonness.

5.00 <u>PERIOD OF CONTRACT:</u>

The period of contract is **18 (EIGHTEEN) months**. However, RCF reserves the right to terminate the contract, without assigning any reasons thereof, by giving 7 (Seven) days'notices.
It is further agreed that the R.C.F. may forfeit the Security Deposit on refusal/failures of the contractor to work promised herein above.

6.00 <u>ESCALATION/DE-ESCALATION OF RATES (DIESEL PRICE ADJUSTMENT)</u>:

a) Any increase or decrease in the prices of diesel rates will be adjusted on the basis of one litre = 4 km/10 MT, which means for every 40 paise of increase per litre in diesel price, one paise per KM/MT will be allowed in case of increase and will be reduced in case of decrease in the Diesel price.

b) <u>BASE RATE</u>: Base rate will be the rate on RA conclusion date, OR Negotiated date OR the date of latest rate confirmed by the party, out of this, whichever is later.

Any cumulative Increase / decrease in transportation rates will be given @ 1 paise / Km/ MT for every 40 paise increase / decrease per litre in diesel price. Any cumulative increase / decrease in diesel price less than 40 paise per litre shall not be carried forward for adjustment with any future diesel price change. The adjustment will be made with regard to the rate as on scheduled last date of submission of tender/price bid.

d) Any cumulative increase or decrease in the price of diesel, i.e. average rate of diesel of previous fortnight, by less than 40 paise per litre shall not be considered under this clause.

d) The diesel price considered for revision will be as under:

(i) For movement made in first fortnight of a month, the diesel rate applicable will be simple average of diesel prices from 16th to last day of previous month.

(ii) For movement made from 16th to last day of current month, the diesel price applicable will be simple average of first fifteen days of the month. For example:

Movement made from	Diesel price of simple average of
1st to 15th September, 2022	16th to 31st August, 2022
16th to 30th September, 2022	1st to 15th September, 2022

e) Any upward/downward revision in diesel price in cities other than the city of the TROMBAY plant will not be considered for escalation/ reduction in transportation rates.

f) The information of diesel rates will be obtained from website:www.mypetrolprice.comor http://www.transportguru.in whichever is available and whichever is lower.

6.01 Rates of transportation are invited for each block of the said district.

7.0 SECURITY DEPOSIT: -

7.01 Upon the Company's intimation of acceptance of tender, the successful tenderer shall within stipulated date mentioned in the work order, deposit with RCF Ltd, interest free Security Deposit for due and faithful performance of the contract either by Demand Draft payable at Mumbai or in the form of Bank Guarantee from one of the banks approved by the company as per list attached in the proforma prescribed by the Company. The earnest money deposit shall be forfeited in case the above cited Security Deposit is not furnished to company within 14 days from the dateof intimation of the acceptance of offer /issue of letter of intent. The transport contractor whose EMD is Forfeited is liable for de- listing from current panels of pre-qualified transporters of TROMBAY&TROMBAY plant AND also will not be eligible for immediate next empanelment as per clauses mentioned at Annexure VIII.

The Company shall reserve in such an event, the right to accept any tender, which is considered suitable and the Company shall be entitled without prejudice to any other rights, to claim from the contractor all losses caused to or suffered by the Company.

The Amount of Security Deposit will be **calculated @ 5%** of contract value

7.02 The Security Deposit furnished by the contractor shall not carry any interest.

7.03 The Security Deposit shall remain at the entire disposal of the Company, as a security for the satisfactory execution and completion of the work in accordance with the terms and conditions of the contract. The Company shall be at liberty to deduct and appropriate from the security deposit any losses, damages, penalties and dues as may be payable by the contractor under the 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 until the security deposit is restored to its full limit mentioned above.

7.04 If the contractor had previously held any contract and furnished security deposit with the Company, the same shall not be adjusted against this tender and a fresh security deposit will be required to be furnished.

7.05 On satisfactory performance and completion of the contract in all respects and upon return in good condition of any property belonging to the Company which may have been issued to the contractor the Security Deposit will be returned to the contractor without any interest on presentation of NO DEMAND CERTIFICATE from Area In Charge (konkan).

7.06 Validity of SD/BG will be for entire **Contract period plus 3 months claim period.**

8.00 PERFORMANCE/TERMINATION OF THE CONTRACT:

8.1 If the contractor is unable or fails or neglects to execute the work covered by the contract, any loss incurred by the Company in this respect will be on contractor's account and will be deducted from the running bills / Security deposit of the contractor. In case of adjustment of losses against security deposit, the contractor shall make good the security deposit and restore it to its original value within one month of deduction. Area In charge, or his authorized representative at his entire discretion may also terminate the contract in part or in full after giving 7 (seven) days' notice in writing to the contractor, if in his opinion, the work under the contract is not being done to his satisfaction in accordance with the terms and conditions of the contract, Area In charge, or his authorized representative will have the right, in such an event, to get the job done by a third party in part or full at the RISK AND COST of the contractor.

8.2 In case it is found that any information furnished by the contractor is false or incorrect, **AreaIncharge (Konkan)** or his authorized representative at his entire discretion may terminate the contract without giving any notice.

9.00 Insolvency or inability to perform contract satisfactorily:

9.1 Should the contractor's preparation for the commencement of work or any portion of it, or his subsequent rate of progress be, for any cause whatsoever, go slow in the opinion of the Area In Charge, or any other designated authority (which shall be conclusive) that the contractor will be unable to complete the work or any portion thereof, as agreed upon or should be neglected 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 have come 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 reason of or in connection with the contractor's default.

9.2 Assignment or sub-letting of contract:

The contractor shall not assign or sublet the contract or any part thereof or allow any person to become 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 thereof. Any breach of this condition shall entitle the Company to take such steps as may be necessary and also terminate contract. Such termination shall also render 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 shall not release the contractor of any responsibility under the contract. In the event of sufficient dues not being available to compensate for the above, the contractor shall reimburse the Company for the same by making payment through a Demand Draft.

9.3 The Transport Contractor will have to supply sufficient number of Trucks per day as required during the period of contract, within the stipulated time, failing which the consequences thereof will rest entirely with the contractor.

The transport contractor will supply trucks from time to time as fixed and intimated by the company within the stipulated time (i.e. maximum of one day for lifting from TROMBAY Plant). In case of failure to supply trucks as stipulated above and as given in the quota letter of the company, **penalty at the rate of Rs 100/- (Rs. One hundred only), plus GST, per truck short supplied** in the stipulated period will be imposed on the contractor**.**

The transport contractor will have to transport the **fertilizer without transshipment failing which a penalty of Rs. 100/-(Rs. One hundred only), plus GST, per truck** will be imposed. Only in case of accident the penalty will be waived on submission of sufficient proof i.e. FIR lodged etc. with the approval of General Manager (Mktg).

10.0 No detention charges for trucks at – TROMBAY plant or at any destination shall be payable to transporter under any circumstances whatsoever. No unloading charges at destination will be considered. However, unloading charges could be paid for unloading arranged and paid by the transporter at such warehouses where there is no provision of company / warehouse for unloading subject to approval of General Manager (Mktg).

11.0 I<u>ndemnity</u>:

Without 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 by 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.

12.0 Transportation from TROMBAY Plant

The Transport Contractor will undertake the job of transportation of fertilizers from **TROMBAY plant**.

13.00 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 leviable on account of his operations involved under this contract. The contractor shall make good 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 operation involved under this contract and the Company shall have the right to recover the cost of damage from dues payable or Security Deposit of the Contractor.

14.00 The Company's lien on all moneys due

The Company shall have a lien on and over all or any money that may become due and payable to the contractor under these presents, and/or also on and over the deposit or

security amount or amounts made under the contract and which may become payable to the contractor under the conditions in that behalf herein contained for or in respect of any debt or sum that may become due and payable to the Company by the contractor either alone or jointly with another or others and either under this or under any other contract or transaction of any nature whatsoever between the Company and the contractor and further that the Company shall at all times be entitled to deduct the said debt or sum due by the contractor from the moneys, securities or deposit which may become payable to the contractor under these presents.

15.00 Declaration of Tenderer's commonness with:-

a. **Other firm /Company who has applied for same tender:**At the time of submission of tender, the tenderer will submit a declaration stating whether the Proprietor / Director / Partner, (as applicable, of his firm)**has commonness (as per definition of commonness firms)** with any Proprietor / Director /Partner of other firm who has applied for the same tender.

b. **RCF Fertilizer Dealer:** At the time of submission of tender, the tenderer will submit a declaration stating whether the Proprietor / Director / Partner, (as applicable, of his firm)**has commonness (as per definition of common firms)** with any Proprietor / Director /Partner of any registered fertilizer dealer of RCF Fertilizers.

c. **RCF Employees**: At the time of submission of Tender, the tenderer will submit declaration stating if the TENDERER or any employee of the TENDERER or any person acting on behalf of the TENDERER, 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 TENDERER, the same shall be disclosed by the TENDERER at the time of filing the tender. The TENDERER shall declare that they will not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of RCF.

NOTE: In case, the declaration given for pre-qualification is found incorrect OR false, then the application will be rejected, EMD/SD will be forfeited, the applicant will be de-listed from RCF panel and will not be eligible for empanelment **as per Annexure VIII.** Any breach to the undertaking /declarations made by the tenderer, will lead to suitable action against the tenderer as per various clauses of NIT /Integrity Pact.

16.0 Contractor to Execute Agreement:-

The contractor's responsibility under this contract will commence from the date of issue of the letter accepting the work order. The tender documents and the letter of acceptance shall constitute the contract. The successful tenderer shall be required to execute an agreement with the company, within 7 (Seven) days of the receipt by him of the letter of acceptance for carrying out the works according to the general conditions of the contract as may be given in the tender documents and special conditions of contract. The agreement to be executed will be in agreement form of works to be specified by the Company. The provisions contained in tender papers and other document exchanged between the tenderer and the company, shall form part of the contract. The earnest money deposit will be forfeited in case the contractor fails to execute the agreement within the stipulated period as mentioned above.

17.0 Delay / Failure in commencement / Completion of work:-

The time shall be regarded as the essence of the contract and delay/failure on the part of contractor to start work on the stipulated date as per clause No.3.06 or failure to supply the sufficient number of trucks shall entitle the Company to any of the followings, in addition to recovery of agreed liquidated damages, as per clause No.9.3.

A. Stop further requisitions of trucks for some or all orders, from the contractor for such period as deemed necessary by the company.
B. Get the transportation work executed for some or all orders through any other party at RISK & COST of the contractor.
C. Get the transportation work done for balance period of the contract through any other party at RISK & COST of the contractor.

D. To undertake any other measures deemed fit in order to supply the material considering time as the essence of contract.
E. At the discretion of the company, the transport contractor whose part or full job has been put under RISK AND COST is liable for de-listing from current panels of pre-qualified transporters of said TROMBAY plant**as per Annexure VIII.**
F. A maximum of two penalties will be levied in case of non-supply for a particular indent. Thereafter the company at its discretion may take any or all the steps as above as deemednecessary by the company and the same is acceptable to the contractor.

18.0 Provisions of Workmen's Compensation Act:

It is the prime responsibility of the contractor to meet all his expenses and for paying wages and other statutory charges to his workmen. He shall ensure that all dues, payment, compensations that may have to be paid to his workmen, shall be paid immediately and forthwith as per the requirements of various labour laws and other statutory regulations. In every case in which by virtue of the provisions of Section 12, sub-section (1) of the workmen's compensation Act 1923 or any other law for the time being in force, the company is obliged to pay due to failure of the contractor, compensation to workmen employed by the contractor in execution of the works, the company, will recover from the contractor the amount of the compensation so paid and without prejudice to the rights of the company under Section 12, sub-section (2) of the said Act, or any other law for the timebeing in force, the company shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the company to the contractor whether under this contract or otherwise. The company shall not be bound to contest any claim made against it under Section 12 sub-section (1) of the said act or any other Law for the time being in force, except to the written request of the contractor and upon his giving to the company full security for all costs and charges for which the company, might become liable in consequence of contesting such claim.

19.0 RCF not responsible for Contractor's 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 what so ever. 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 or the default or omission on the part of the contractor 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 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.

20.0 Sums payable by way of compensation without reference to actual loss:

All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the use of the company without reference to the actual loss or damage sustained and whether or not any damage shall have been sustained.

21.0 Inconveniences to the Public:

The contractor shall not deposit material on any site, which may cause inconvenience to the public. **Area In Charge(Konkan)**may require the contractor to remove any materials which are considered by him to be dangerous or inconvenient to the public or cause these to be removed at the contractors cost.

22.0 Contractor to be liable for all taxes etc.:

(i) FOR TRANSPORTATION FROM TROMBAY PLANT: Only BASIC RATES to be mentioned in price bid sheet for transportation to all blocks which are inclusive of warai and all other charges but exclusive of GST. However, bidder has to quote total transportation cost (including GST and other charges) at respective head i.e. transport SERVICE in GeM Portal.

GST on transportation will be paid by RCF as per applicable rates under Reverse Charge Mechanism. GST rate is 5% on transportation under reverse charge basis.

OR

Transporter has option to pay GST on transportation under forward charge Mechanism. GST rate is 18% on transportation under forward charge basis. GST on transportation under forward charge mechanism has to be first paid to Government by contractor and same will be reimbursed by RCF on submission of GST compliant Bill as per GST Norms in Annexure – IV.

After the date of implementation of GST the aforementioned statutory levies & compliances will be governed by GST Rules & compliance.

The contractor shall indemnify the Company against levy of any taxes etc. in regard to this contract and in the event of the Company being assessed for any of said impost the Company shall have the right to recover the total amount so assessed from the contractor' and the contractor shall be responsible for all costs & expenses that may be incurred by this, in connection with any proceedings or litigations in respect of the same. If any dues are pending with RCF, same shall be recovered from contractor.

23.0 Contractor not to engage unsuitable employees

The contractor shall on instructions of the Area Incharge(Konkan), immediately dismiss, from the works any person employed thereon, who may misbehave or cause any nuisance or be otherwise, in the opinion of Area Incharge not a fit person to be retained on the works. Such person shall not be again employed or allowed on the works without the prior written permission of the Area In Charge (Konkan).

24.0 On account payment:

A transport contractor, on his request furnishing the letter to that effect, can avail " On account payment facility" of the company considering releasing of 90% on account payment of bills submitted by the transporter, complete in all respects within a week against prompt payment rebate of 1% for all such payments. The facility will be available for only those bills duly completed in all respect and submitted within 30 days from the date of challan. Submission of bills as above will be on weekly basis.

25.0 Termination of contract owing to default of contractor

25.1 **If the contractor should: -**

i) Become bankrupt or insolvent, **OR**
ii) Make arrangement with or assignment in favour of the creditors or agree to carry out the contract under a committee of inspection of his creditors, OR
iii) Being a company or corporation, go into liquidation other than a voluntary liquidation for the purpose of amalgamation or reconstruction, OR
iv) Assign the contract or any part thereof otherwise than as provided in Clause **9.2** of these conditions **OR**
v) Abandon the contract, OR
vi) Persistently disregard the instructions of the Area In Charge, or contravene any provisions of the contract, OR
vii) Fail to adhere to the agreed schedule of work, OR
viii) Promise, offer or give any bribe, commission, gift or advantage whether himself or through his partner, agent or to any officer or employee of company or to any person on his or on their behalf in relation to the execution of this or any contract with the company, then and in any of the said cause, the Area In Charge, on behalf of the company may serve the contractor with a Notice in writing to the effect. If the contractor does not within 7 (seven) days after the delivery to him of such notice, proceed to make good his default, in so far as the same is capable of being made good, and carry on the work or comply with such

directions as aforesaid to the entire satisfaction of the Area In charge, the company shall be entitled after giving 48 hours' notice in writing under the hand of Area In Charge, to remove the contractor from the whole or any portion or portions (as may be specified in such notice) of the works, without thereby avoiding the contract or releasing the contractor from any of his obligations or liabilities under the contract, and adopt any or several of the following courses:

a) To rescind the contract, of which rescission notice in writing to the contractor under the hand of the Area In Charge, shall be conclusive evidence, in which case the security deposit of the contractor shall stand forfeited to the company, without prejudice to the Company's right to recover from the contractor any amount by which the cost of completing the work by any other agency shall exceed the value of the contract.

OR

b) To carry out the work, or any part thereof by the employment of the required labour and materials, the cost of which shall include supervision and all incidental charges, and to debit the contractor with such costs, the amount of which as certified by the Area Incharge, shall be final and binding upon the contractor and to credit the contractor with the value of the work done as if the work had been carried out by the contractor under the terms of the contract and the certificate of the Area In Charge, in respect of the amount to be credited to the contractor shall be final and binding upon the contractor to

OR

C) measure up the work executed by the contractor and to get the remaining work completed by another party at the risk and expense of the contractor in all respects in which case any expenses that may be incurred in excess of the sum which would have been paid to the contractor if the work had been carried out by him under the terms of the contract, the amount of which excess as certified by the Area In Charge, shall be final and binding upon the contractor, shall be borne and paid by the contractor and may be deducted from any money due to him by the company, under the contract or otherwise or from his security deposit, provided always that in any case in which any of the powers conferred upon the company, by sub clause **25.1 of clause 25.00** hereof shall not be exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such shall not withstanding be exercisable in the event if any future case of default by the contractor for which his liability for past and future remains unaffected.

26.0Right of the company after rescission of contract owing to default of contractor-

In the event of any or several of the courses referred to in sub-**clause 25.1** of this clause being adopted: -

a) The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased any materials or entered into any commitments or made any advance not be entitled to recover or be paid any sum for any work thereto actually performed under the contract, unless and until the Area Incharge, shall have certified the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to be paid the value so certified.

The Company shall not be liable to pay to the contractor any money on account of the contract until the expiration of the period of contract and thereafter all other expenses incurred by the Company, have been ascertained and the amount thereof certified by the Area Incharge, The contractor shall then be entitled to receive only such sum or sums (if any) as the Area Incharge, may certify would have been due to him upon due completion by him after deducting the said amount but if such amount shall exceed the sum which would have been payable to the contractor, then the contractor shall, upon demand pay to the Company the amount of such expenses and it shall be deemed a debt to the contractor by the company and shall be recoverable accordingly.

27.0 Matters finally determined by the Company:

All disputes or differences of any kind whatever arising out of or in connection with the contract, whether during the progress of the work or after the completion and whether before or after the termination of the contract, shall be referred by the contractor to the company and the company shall within a reasonable time after presentation make and notify decisions thereon in writing. The decisions, directions and certificates with respect to any matters, decisions, on which is specially provided for by these conditions given and made by the company or by Area In charge, , on behalf of the company which matters are referred to hereinafter as accepted matters shall be final conclusive and binding upon the contractor and shall not be set aside or be attempted to be set aside on account of any informality, omissions, delay or error in proceedings in or about the same or on any other reason and shall be without any appeal.

28.0 SETTLEMENT OF DISPUTES:

All disputes and questions, claims, rights, matters or things whatsoever in any way arising out of or relating to the contract shall be referred to arbitration, both the parties shall appoint the sole arbitrator with mutual agreement in line with the Arbitration and Conciliation Act, 1996. The award shall be reasoned and shall be binding on both the parties and the jurisdiction shall be Mumbai under Indian Conciliation and Arbitration Act 1996.

29.0 FORCE MAJURE:

Neither the company nor the Contractor shall be considered in default in performance of its/his obligations under this contract, if such performance is prevented/delayed due to war, hostilities, revolution, civil commotion, lock-out, strike, go-slow, labour disturbance, epidemic, fire, wind or any act of God such as flood, tempest, earthquake or because of any levy, order, proclamation, regulation, ordinance of any Govt. or any statutory authorities.

30.0 DELIVERY OF MATERIAL:

30.1 The contractor shall deliver the material to the consignee at the address as mentioned in the delivery challan(OBD)/ Invoice /E-Way Bill issued by the consignor within 3 days from the date of dispatch of material.

30.2 For any delay in delivery of material beyond the time schedule stipulated in the NIT, mutually agreed, **at the rate of Rs.100/- per day plus GST, for each truck** load shall be levied from the expiry of 3 days from the date of lifting from TROMBAY plant.

30.3 It would be the sole responsibility of the contractor to ensure that the acknowledgement for the receipt of goods from the consignee is obtained on the delivery challan and submitted to the consignor within 30 days from the date of dispatch of material as a written confirmation of delivery of the material. In case of non-delivery of material or delivery of the material in damaged condition due to the reasons attributable to the contractor, the company / consignor is entitled to recover the full value of material not delivered or delivered in damaged condition.

30.04 As a compliance to GST rules, all dispatches will be made along with OBD (Challan), TaxInvoice and E-Way Bill .Any non-compliance of the same, attracts penalties / levies by the authorities, such penalties/ levies will be recovered from concern Transportcontractor.

31.0 <u>TERMS OF PAYMENT</u>

31.1GST as applicable will have to be paid by Contractor to Government and the same will be reimbursed by RCF to Contractor.

31.2(a) The Bill/Invoice submitted by TRANSPORT contractor should be GST compliant.

(b) For availing the Input Tax Credit (ITC) by RCF (Principle), the Contractorhas to follow GST Norms as per Annexure – IV and the GST rules in vogue like:

i. The transport contractor has to do GST registration and submit the GST number.
ii. The transport contractor has to deposit GST within the stipulated time.
iii. The transport contractor should file GST returns i.e. GSTR-1 within the stipulated time.
iv. The contractor has to comply Any / all other rules as applicable from time to time.

In case ITC is not received by RCF due to any deficiency / commission / omission on part of transport contractor, the same will be recovered from the running bill of the transport contractor.

31.03**Payment of Bills :**The Payment of bills will normally be made within 15 (fifteen days) from the submission of the bill (complete in all respect) along with necessary acknowledgement of dispatch document, from various storage locations/Railway station for operation at Railway Stations.

Submission of Bills : Tax compliant transportation bill (complete in all respect) should be submitted within 30 days from the date of dispatch of material, in order to enable RCF to avail input tax credit**.**

In case of delay in submission of bills (complete in all respects), the contractor shall have to pay the mutually agreed damages to the company **at the rate of Rs. 100/- plus GST per week or part thereof and subject to maximum 10% of bill amount** for each truck load from the expiry of 30 days from the date of dispatch of material.

In addition to above, due to delay of submission of bills and further non eligibility of RCF to avail input tax, the amount along with interest and penalty if any will be recovered from the transporter

Acknowledgement of receipt of material- RCF has right to withhold full cost of material and transportation cost due to non-submission of acknowledgement.

32.0 DIVERSION:

In case, the Contractor is directed in writing by an Officer of the Company or in-charge of the plant or consignee to carry the material further to any other destination, after reaching the original destination in the Delivery Challan, the contractor would carry out such instructions. Payment for such diverted delivery of the material will be the same as if it is a direct delivery to the final destination.

33.0 Measurements of Distances of Destinations:

For measurement of the distance between destinations of direct delivery OR diverted delivery, the following points will be considered.

a. The shortest motorable distance will be derived from 'Google Map".
b. In case of any interior place which is not shown by the Google Map, within a radius of 20 to 30 Kms from any prominent place shown by the Google Map, will be determined by Meter reading of vehicle from such place.
c. However, RCF's decision will be final, in this regard.

34.0 No claim shall be made by the transport contractor against the company due to non-utilization of the whole or any portion of the number of trucks ordered by the company or for delay in delivering the material thereof, which may be due to any act of God such as flood, tempest, earthquake etc. or due to any labour disturbances such as strike, lockout, go-slow, or due to shortage of raw material or due to any other cause, whatsoever beyond the control of the company where the goods are produced or dispatched. In such cases, the time for utilization of trucks provided by transport contractor shall at the option of the company be extended till such time as the normal situation is expected to return.

35.0 PENALTIES : Penalties will be applicable as Specified in various Clauses.

36.0 Terms and conditions regarding Pollution control:

A. The trucks/dumpers/ any other suitable vehicle used for transportation should be duly covered with tarpaulins and ensuring that there is no infringement of Pollution Control Board Regulations and RTO Regulations. If any contravention is noticed and / or penalized by any statutory authority on this account, the same shall be recovered from the Contractor.
B. Special preventive measures are to be taken by the Contractor to ensure that all rules and regulations of Maharashtra Pollution Control Board are strictly adhered and will indemnify RCF

against all costs, charges, damages and any consequential penalties/levies that may be imposed by any statutory/Government and/or any authorities. The Contractor shall keep RCF free of any litigation in such matter

37.0 DISPUTES AND ARBITRATION:

In case of any dispute, difference, or question which may at any time arise between the parties hereto or any person claiming under them, touching or arising out of or in respect of this agreement or the subject matter thereof shall be referred to the arbitration. Both the parties shall appoint the sole arbitrator with mutual agreement in line with the Arbitration and Conciliation Act, 1996. The provisions of the Arbitration and Conciliation Act, 1996 shall apply to the proceedings conducted under the arbitration. In case the party (Parties) fail to appoint the sole arbitrator within 30 days from the date of request, the requesting party may approach the Court of Competent jurisdiction to appoint an Arbitrator.

The decision of such arbitrator shall be final and binding on the parties. The venue of the Arbitration shall be at Mumbai. The language of the Arbitration shall be English.

In the event of any dispute or difference relating to the interpretation and application of the provisions of Civil Contract(s) between Central Public Sector Enterprises (CPSEs/Port Trusts inter se and also between CPSEs and Government Departments / Organizations (Excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.5.2018.

38.0 OTHER TERMS AND CONDITIONS

1. Prequalification empanelment will be done for TROMBAY plant. However, RCF Ltd. reserves the right to call tenders through RCF website/GeM Portal from other parties in addition to parties found suitable . under certain situation such as cartelization or number of such parties are less, Price bids received are less or quoted rates are high or under any such circumstances which are detrimental to the interest of RCF LTD at its sole discretion. Further RCF reserves the right to add any number of parties and at any time, to the suitable parties so considered by the company. The decision of RCF Ltd. in this behalf will be final and binding on the transporter.
2. GeM Service charges are borne by the bidder. Gem Service charges are as per the terms and conditions of customer service registration with GeM and Bidder.
3. The empaneledtransport contractor shall immediately intimate to RCF, any change in the constitution of the firm failing which the contract of the party becomes liable for termination. However the change in the constitution of the firm does not relieve the contractor of their liability in any manner whatsoever.
4. Mere submission of all the documents will not necessarily mean that the contractor is suitable. Worthiness assessed by the company will be final and binding on the applicant.
5. Suitable parties will update documents from time to time such as income tax certificate etc.
6. Any intimation to contractors will be sent by Registered Post/ Courier/E-mail at their address given in application. RCF will not be responsible for delay in delivery or non-receipt of intimation due to any reason. Empaneledtransport Contractors can also obtain intimation letter / tender documents by hand delivery through authorized representative.
7. If any information given is found to be untrue, RCF reserves right to terminate the contract without any notice or assigning any reason thereof.
8. Empaneledtransport Contractors cannot transfer opportunity given to quote or not to quote for bids floated by RCF to any other party under whatsoever circumstances. Tender documents and right to tender are non-transferable.

9. Empaneledtransport contractors will be communicated for NIT/Price bid submission for all other rake points/warehouse/plant contracts, within the jurisdiction of the District/Area/State office, in the prequalification period.
10. Terms and Conditions of each transport contract will be stipulated in Un-Priced bid separately. Terms and conditions of each tender may be changed/amended /deleted/added as per RCF's needs.
11. Empaneledtransport Contractor with RCF, does not indicate financial soundness or professional competency of the contractor and RCF will neither be responsible for any third party nor to the Empaneledtransport contractor.
12. Contract with RCF, cannot be assessed for goodwill of the transport Contractor and RCF is not liable in any way for that or for the damages whatsoever arising out of termination of contract with RCF.
13. RCF in whatsoever manner will neither issue any certificate regarding Empanelment of transport contractor nor assert any communication from third party to that effect.
14. If Empaneledtransport Contractor's firm becomes bankrupt/ insolvent/ goes in-to liquidation/ referred to BIFR, during empaneled period same must be communicated to RCF.
15. All disputes and questions, claims, rights, matters or things whatsoever in any way arising out of or relating to the contract shall be referred to arbitration, both the parties shall appoint the sole arbitrator with mutual agreement in line with the Arbitration and Conciliation Act, 1996. The award shall be binding on both the parties and jurisdiction shall be Mumbai under Indian conciliation and Arbitration act 1996.
16. In any of the tender if the empaneledtransport Contractor withdraws/ revises/revokes/ or shows unwillingness to conform with his offer during the stipulated period given in bids, the empaneledtransport contractor is liable for de-listing from RCF as per Annexure VIII.
17. The contractor whose EMD is forfeited is liable for de-listing from RCF as per Annexure VIII.
18. At the discretion of the company, the contractor whose part or full job has been put under RISK AND COST is liable for de-listing from RCF as per Annexure VIII.
19. Panel of short listed transport contractors is a mailing list prepared for the convenience of the company. The company can cancel the empanelment with notice to transport contractor without giving any reason.
20. Panel of transport contractors may be used also for inviting tenders for fertilizers / all manufacture & traded products, empty bags etc. handled by Marketing department of RCF.
21. Submission of the application implies that (a) all the terms and conditions of the company have been carefully read and understood by the applicant and (b) all the clarifications required are obtained by the applicant from the company.
22. Counter conditions by the applicant shall render his application liable for rejection.
23. The transport contractor shall be fully responsible for the strict compliance of the Supreme Court Order and shall ensure that RCF and / or its officers / employees shall have no Civil and / or Criminal Liabilities in any manner due to operation of the subject contract.

ANNEXURE-I

INSTRUCTIONS TO TENDERERS/SUBMISSION OF TENDERS/METHODOLOGY OF RATES TO BE QUOTED/ VALIDITY /EVALUATION CRITERIA / BASIS OF AWARD OF CONTRACT/CONFIRMATION BY TENDERER:.

1.0 Instructions:

1.1 Based on quotations received by e-tender/GeM system and subsequent RA / Negotiations & finalization of rates, RCF reserves the right, to award the said contracts.
1.2 The contract will be awarded on overall evaluated RA/Negotiated Lowest Tender Basis.
1.3 Out of firms having one or more common Partners / Directors / Proprietor, only one firm will be eligible to quote.
1.4 The company reserves the right to issue or reject the tender documents to any Party without assigning any reason thereof.
1.5 Contract shall be awarded on lowest basis to the bidder who has agreed for scope of work and all terms & conditions given in Tender documents.
1.6 RCF reserves the right to split up work amongst two or more tenderers.

2.0 Submission of tenders:

2.1 The tenderer, after studying all tender documents carefully and after visiting the site for satisfying himself of the local conditions, location and accessibility of the site, nature, extent and character of the operations, may obtain 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.

"Technical clarification, will be obtained by e-tender/GeM system, for technical evaluation is required.

Methodology of uploading of rates: The rates to be uploaded /quoted by the Tenderer in PRICE-BID Sheet as under:

Sr. No.	District	Name of the **Blocks**	**Lead** Distance(KM)	Estimated **Qty. (MTS)**	**Flat Rates Rs/MT**
1	Ratnagiri	Chiplun	294	300	
2		Dapoli	282	200	
3		Guhaghar	337	100	
4		Khed	259	200	
5		Lanja	398	200	
6		Mandangad	228	100	
7		Ratnagiri	385	400	
8		Rajapur	435	200	
9		Sangameshwar	378	200	
10	Sindhudurg	Deogad	525	200	
11		Dodamarg	600	250	
12		Kankavali	491	300	
13		Kudal	526	550	
14		Malvan	536	250	
15		Savantwadi	550	400	
16		Vaibhav wadi	482	150	
17		Vergurla	547	350	
18	Goa	Goa	615	800	
	Total 18			**5150**	

RATES TO BE QUOTED UNDER GST SCENERIO: FOR TRANSPORTATION FROM TROMBAYPLANT : ONLY BASIC RATES (Flat Rates Rs /MT) TO BE QUOTED FOR TRANSPORTATION TO ALL BLOCKS , WHICH ARE INCLUSIVEOF WARAI CHARGES ANDALL OTHER CHARGES BUT EXCLUSIVE OF GST.

The example for rates to be quoted and evaluation of rates is given below at Sr. No. 4.0.

2.2 The tenderer has to quote for all the blocks of said district as per price bid sheet failing and which their tender is liable to be rejected.

3.0 **Validity of Tenders:** The rates quoted in the tender are to hold good for **a period of 75 days** from the date of publication of the Technical bids of the tender and if the said contract is awarded, the same rates/negotiated rates will be valid for the entire period of contract. No tenderer can withdraw his tender or revoke or revise the rates within the aforesaid period of 75 days and If the tenderer withdraws / revises / revokes OR shows unwillingness to conform with his offer, the earnest money deposit (EMD) shall be forfeited by the company and the tenderer is also liable for de-listing from the current panel of pre-qualified transporters of TROMBAY plant**as per Annexure VIII**.

3.1 If the tender submitted is not in the name of any individual, the tenderer shall disclose the nature, constitution and registration of the tendering firm (i.e. Partnership/ Pvt. Ltd. /Public Ltd. etc.) and the tender shall be signed by a person or persons duly authorized to do so by means of a legally valid documents which, or a duly certified copy of the same, shall be attached with the tender.

3.2 Price Bid sheet given with tender to be uploaded strictly as per the format available with the tender, failing which the offer is liable for rejection (Any changing in format of price bid sheet or renaming will not be accepted).

3.3 Vendor should quote prices as per price bid sheet and upload price bid in PDF Format only Financial Document indicating Price breakup, offers indicating rates anywhere else shall be liable for rejection.

3.4 For any queries and help please contact GeM Helpdesk Number-1-1800-419-3436 / 1-1800-102-3436 or contacts given on first page of BID documents.

3.5 Kindly fill data in Price bids Sheet as per following Instruction only:

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

i. I/We submit herewith the quotation with regard to the contract for transportation job in respect of fertilizers from TROMBAY Plant **and,**
ii. I/we have already agreed to the terms and conditions given in the Tender. This will form part of the contract if awarded.
iii. Further I/We Have carefully studied the all terms and conditions given in the Tender.
iv. I/We assure you to supply sufficient number of trucks per day as required.

4.0 The Methodology of Quoting of Rates is as under:

Only BASIC RATES to be quoted for transportation to all mentioned blocks, which are INCLUSIVE OF WARAI CHARGES AND ALL OTHER CHARGES BUT EXCLUSIVE OF ALL GST.

Note: However, bidder has to quote total transportation cost (Including GST and other charges) at respective head i.e. TRANSPORT SERVICE in GeM Portal.

EVALUATION OF RATES: Evaluation of the tender will be on overall EVALUATED COST. (Illustrative example if the rates are as follows)

Sr No	Block Name	Quantity (Mt)	Flat Rate in Rs. Per M.T. (for example) BASIC RATE INCLUSIVE OF ALL CHARGES BUT EXCLUSIVE OF GST	Value (Rs)
1	A	100	1000	100000
2	B	200	2000	400000
3	C	300	3000	900000
				1400000

The above is example for Tenderers information to indicate the method of arriving at the applicable rate for the related Blocks based on rate quoted by the bidder. The payment will be made for the actual Transportation work done.

5.0BASIS OF AWARD OF CONTRACT:

After opening of price bids, the tenderers who have quoted absurd rates in one or more items, the total tender of such bidder will be rejected & L1 tenderer will be worked out from the remaining tenderers.

If in the opinion and decision of RCF, a bid found to be absurd and irrational, such bid will be discarded. The tenderer who has given such bid will be disqualified from further participation for the tender. In case due to any such error, the RA event, if required, will be re-conducted and the defaulting party / parties will be disqualified from participation in such re-conducted RA event. Price bid of only the technically qualified bidder will be opened. "RCF's decision in this regard will be final.

The contract will be awarded based on lowest total evaluated value for the contract, at final Negotiated rates of L1.

6.0 I/we confirm the followings:

a) I/We undertake to pay at retention price for UREA and for Complexes as fixed by the company from time to time as compensation, in case the material is short delivered at the destination.
b) I/We will take all precautions for safe-delivery of the consignment at various destinations and the material will be covered with Tarpaulin, while the material is either in transit or in our custody. We shall not transship the material from one truck to another and we will be responsible for any loss/damage to the consignment and hereby agree to make good the loss as ascertained by you.
c) I/We undertake to do multi-product loading and give more than two–point delivery as specified in the challan. No extra charges would be claimed for additional destination.
d) In case the contract is awarded either fully or partly in our favor, we undertake to carry out the job faithfully and to the entire satisfaction of the Company. We will not sub-let the contract either partly / fully to any other contractor, without your prior written approval/consent. We have no objection if the above contract is given to any number of parties.
e) I/we hereby undertake that, i/we will supply trucks from time to time as fixed and intimated by the company within the stipulated time (i.e. maximum of one day for lifting from TROMBAY plant and maximum three days for lifting from plant). In case of failure to supply trucks as stipulated above and as given in the quota letter of the company, penalty at the rate of Rs 100/day- (Rs One hundred only) plus GST, per truck short supplied will be payable by me/us + GST.
f) I/We hereby agree that the rates quoted and accepted by us will remain firm throughout the contract period.

g) I/We, hereby declare that one or more partners/ Directors /proprietor is not common with other firms who has quoted for this tender.

h) I/We agree to keep Security Deposit as per NIT, by way of Demand Draft from one of the Banks approved by the company as per list attached. Alternatively, I/We agree to furnish Bank Guarantee of equal amount from one of the banks approved by the company as per list attached in NIT.

i) I/We undertake to specifically comply with Central/State Rules, By-Laws and of local authorities and Statutory Bodies and pay all fees, taxes, VAT, duties, charges as may be leviable on account of transport operations, at our cost, except GST on transportation

j) I/We shall be fully responsible for strict compliance of the Supreme Court Order on loading of trucks as per licensed capacity by & shall ensure that RCF and or its officers/employees shall have no Civil/Criminal Liabilities in any manner due to operation of subject contract.

k) In case of non-fulfillment of contract terms and conditions, I/We agree to the forfeiture of Security Deposit by the Company.

l) In case of accident during Handling and/or Transportation of material/fertilizers, I/We contractor will immediately lodge the FIR at the respective Police Station and will report to the concerned Area Incharge of RCF (i.e., security Coordinator of RCF)

ANNEXURE – II

Reverse Auction. (RA)

1) **Reverse Auction:** The price bid opening will be followed by participation in Reverse Auction for the finalization of contracts. Reverse auction will be conducted by GeM .further details about Revere Auction are given below**.**

2) **Reverse Auction:** Techno-commercially qualified parties shall only be allowed to participate in the Reverse Auction. If number of prequalified bidders for the tender are more than three, in such case H_1 Bidder will not be considered for RA for GeM.

3) RA will be conducted as per GeM policy on GeM portal. Any clarification/complaint about RA/or during RA, party has to contact GeM help desk (available on GeM portal) directly with reference to their bid for further clarification.

4) Tenderers have to enclose duly signed & filled-in **Process Compliance form** in the prescribed format **(as per Annexure-XIV)** along-with pre-qualification application. Without this said form, the tenderer will not be eligible to participate in the tender.

5) RCF's decision for award of Contract shall be final and binding on all the Tenderers. RCF shall not have any liability to tenderers for any interruption or delay in access to the site irrespective of the cause.

6) The Tenderer shall not indulge either by himself or through any of his representatives in Price manipulation of any kind either directly or indirectly and shall not divulge, in any manner, the details of rates and other information connected with the tender to other suppliers / tenderers.

7) The Tenderer shall not divulge particulars of his Bids or any other exclusive details of RCF to any other party.

8) RCF shall not have any liability to Tenderers for any interruption or delay in access to the site irrespective of the cause.

9) RCF is not responsible for any damages, including damages that result from, but are not limited to negligence.

10) RCF will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.

11) RCF may, at its sole discretion, cancel the RA event or the tender itself, before / during or after the RA event.

12) RCF reserves the right to conduct negotiations if required with the L1 bidder after the RA event.

ANNEXURE– III

BENEFITS TO MICRO AND SMALL ENTERPRISES (MSE):

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

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

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

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

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

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

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

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

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

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

A share of 4% out of this 25% shall be allowed to be supplied by participating MSEs owned by Scheduled Cast/Scheduled Tribe entrepreneurs. In the case of an SC/ST owned MSE failing to participate in the tender or not meeting the tender requirements, this 4% sub-target shall be met by other participating MSEs. A share of 3% out of 25% shall be allowed to women owned MSEs. The above shall be subject to that the participating MSE (including SC/ST) bidders shall have quoted a price within +15%of the L1 bid price and further that they shall agree to match their quoted price with the L1 price/ contract value

In case that two or more MSEs are within the L1 +15% band, all such MSEs will be offered the opportunity to match the L1 rate/ contract value and 25% 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 25% in addition to equally sharing the balance 21% with other non-SC/ST MSEs .

In case of more than one SC/ST MSE matching the L1 price/ contract value, they shall equally share 4% of the order, and additionally share the balance 21% with other non-SC/ST MSE bidders.

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

Traders are excluded from the purview of Public Procurement Policy for MSEs.

i) Tenders shall be provided free of cost and tender documents are downloadable from the websites of RCF (http://www.rcfltd.com) and the GeM Portal.

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

iii) NO EXEMPTION shall be allowed for the submission of SECURITY DEPOSIT /Performance Bank Guarantee, if applicable in the particular tender.

iv)*MSEs registered for availing benefits of Priority Sector Lending (PSL Only) are not eligible for any benefits in this tender under the public procurement policy, including purchase preference and exemption from Earnest Money Deposit (EMD).*

MSME Sustainable (ZED) Certification Scheme: This scheme encourages MSMEs to improve their processes and systems to enhance quality and move towards sustainability through minimizing environmental impact.

MSME Competitive (Lean) Scheme: This scheme aims to enhance MSMEs' productivity, efficiency, and competitiveness by reducing wastages in processes, inventory management, space management, energy consumption, etc.

Importance of ZED and LEAN Certification: The Ministry of Micro, Small & Medium Enterprises, Government of India, aims to promote the adoption of ZED and LEAN certification schemes among MSMEs to enhance their competitiveness, productivity, and sustainability.

For more information on the ZED and LEAN Certification Schemes, please visit:

ANNEXURE - IV

GST Norms

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

ANNEXURE-V

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 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 provisions 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, 8th 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 Authorized 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:

****

ANNEXURE – VI

LIST OF RCF APPROVED BANKERS FOR BANK GUARANTEES

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

* **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.

Sr. No.	(A) NATIONALISED BANKS (20 Nos.)	Sr. No.	(B)OTHER PRIVATE BANKS (17 Nos.)	Sr. No.	(C)FOREIGN BANKS (13 Nos.)
1	ALLAHABAD BANK	1	AXIS BANK LTD.	1	AMERICAN EXPRESS BANK LTD.
2	ANDHRA BANK	2	CATHOLIC SYRIAN BANK LTD.	2	BANK OF AMERICA NATIONAL TRUST & SAVING ASSOCIATION
3	BANK OF BARODA	3	CITY UNION BANK LTD.	3	BANK OF TOKYO-MITSUBSHI UFJ LTD.
4	BANK OF INDIA	4	FEDRAL BANK LTD.	4	BARCLAYS BANK LPC
5	BANK OF MAHARASHTRA	5	HDFC BANK LTD.	5	BNP PARIBAS
6	CANARA BANK	6	ICICI BANK LTD.	6	CALYON BANK
7	CENTRAL BANK OF INDIA	7	IDBI BANK LTD.	7	CITI BANK N.A.
8	CORPORATION BANK	8	INDUSLND BANK LTD.	8	DEUTSCHE BANK
9	DENA BANK	9	IDFC BANK LTD.	9	DEVELOPMENT BANK OF SINGAPORE (DBS)
10	INDIAN BANK	10	JAMMU & KASHMIR BANK LTD.	10	HONGKONG & SHANGHAI BANKING CORPORATION LTD.
11	INDIAN OVERSEAS BANK	11	KARNATAKA BANK LTD.	11	JP MORGAN CHASE BANK
12	ORIENTAL BANK OF COMMERCE	12	KARUR VYSYA BANK LTD.	12	ROYAL BANK OF SCOTLAND
13	PUNJAB & SIND BANK	13	KOTAK MAHINDRA BANK LTD.	13	STANDARD CHARTERED BANK
14	PUNJAB NATIONAL BANK	14	RBL BANK LTD.		
15	STATE BANK OF INDIA	15	SOUTH INDIAN BANK LTD.		
16	SYNDICATE BANK	16	TAMILNADU MERCANTILE BANK LTD.		---
17	UCO BANK	17	YES BANK		
18	UNION BANK OF INDIA				
19	UNITED BANK OF INDIA				
20	VIJAYA BANK				

ANNEXURE– VII

(On Rs.500/- STAMP PAPER)

AGREEMENT FOR ROAD TRANSPORT

(Format)

1. THIS AGREEMENT made at _____ on the _____ of_____ 2026 between **Rashtriya Chemicals & Fertilizers Ltd,** Registered under Companies Act,1956 having its Registered Office at "PRIYADARSHINI", EASTERN EXPRESS HIGHWAY, MUMBAI- 400 022, (hereinafter called as "Company") of the One Part AND M/S _____, (hereinafter called the 'Contractor') of the Other Part. And whereas the Rashtriya Chemicals & Fertilizers Ltd., has invited tenders on _____ for transporting fertilizers from TROMBAY Plant And whereas the tender submitted by the contractor has been accepted by .RCF and the contractor has accordingly been informed of the decision subject to the following terms and conditions:-
   All Terms and Conditions of NIT, Price-bid offer letter and work order No. Mktg/ / dated will form the part of the contract.
2. The contractor agrees to work as transport contractor for transportation of fertilizers at TROMBAY Plant and transporting fertilizers from TROMBAY plant to various destinations/blocks of Ratnagiri, Sindhudurg Districts and Goa State and other destinations of Maharashtra state.
3. The contractor agrees to supply on demand as many trucks per day as requisitioned within the framework of NIT.
4. In the event of non-supply of trucks as per requisition of company mutually agreed damages as indicated in NIT clauses shall be payable by contractor with GST as applicable.
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. General manager (M) of the company or his authorized representative at his entire discretion may also terminate the contract in part or full, without any notice or assigning any reason, if in his opinion the work under the contract is not being done in accordance with the terms and conditions of the contract. General Manager (M) of the company also reserves the right to get the work done by any other agency as and when the situation warrants, the additional cost of which will be recovered from contractor's bill/Bank Guarantee/security deposit.
6. The contractor shall ensure that only the trucks in good condition are used for loading of the bags. In addition it will be the contractors responsibility to ensure that the bags are adequately covered to prevent any damage to the bags in transit.
7. The contract involves transportation of fertilizers to various blocks of the district. In case of receipt of acknowledgment of material by the party with remarks of damage delivery; penalty will be charged for the loss of material @MRP+ subsidy+ transportation charges+ cost of bags @ Rs. 20/- per bag. GST will be extra as applicable.
8. The contractor shall deliver the goods to the consignee nominated by the company within 3 days from dispatch date. Transshipment of material enroute is not permitted. Delayed delivery beyond the specified time limit as above will entail the mutually agreed damage of Rs.100/-(Rupees One hundred only) + GST per truck load per day from the expiry of 3 days from the date of loading.
9. In case of damage to the material in transit, cost of bags, cost of re bagging and value of material received short will be recovered from the contractor. The rate of recovery will be at retention price in the case of Urea and MRP plus subsidy in the case of decontrolled fertilizers.
10. Payment of bills will normally be made within 15 (fifteen days) from the submission of the bill along with necessary acknowledgement of dispatch document, from various storage locations/Railway station for operation at Railway Stations.
11. The bills must be submitted by the TRANSPORT contractors for transportation of material (Complete in all respects) within 30 days from date of Challan. In case of receipt of material by the dealers on time and invoicing of the same after due confirmation from the dealers through system, then in that case, delay in submission of bills (in all respects) the contractor shall have to pay the mutually agreed damages to the Company at the **rate of Rs. 100/ + GST per week or part thereof** for each truck load from the expiry of 30 days from the date of dispatch of material.
12. In case of receipt of material by the dealers on time and invoicing of the same after due confirmation from the dealers through system, then in that case, if the bills are submitted by the contractor beyond 30 days from the date of dispatch of material, **penalty will be at the rate of Rs. 100/ + GST per week or part thereof for each truck load but restricted to a maximum of 10% of bill amount + GST per truck**. Contractor will be required to submit the documentary evidence, for payment of GST on Transportation operations

The contractor shall be paid at the following rates: -

Sl.No.	Block	Rate (Rs. per M.T.per K.M.)
1		
2		

13. Transport Charges include Warai charges but do not include loading at the originating point and unloading at the destination unless otherwise specified.

14. The Company reserves the right to divert the material to any other destination while in transit.
15. The agreement shall be effective from --------- and shall remain valid up to ----------. The contractor has deposited `---------- towards Security Deposit which shall be refunded on termination of the contract and submission of No Dues Certificate from the Company's Transport Department. No interest is payable on such deposits.
16. Every effort will be made to settle the transport bills within thirty days of submission of the same complete in all respects as mentioned in clause No.31.00.
17. The contractor shall deliver the goods to the consignee nominated by the company within 3 days from dispatch date. Transshipment of material enroute is not permitted. Delayed delivery beyond the specified time limit as above will entail the mutually agreed damage of Rs.100/-(Rs.One hundred only) + GST per truck load per day from the expiry of 3 days from the date of loading.
18. In case of damage to the material in transit, cost of bags, cost of re bagging and value of material received short will be recovered from the contractor. The rate of recovery will be at retention price in the case of Urea and MRP plus subsidy in the case of decontrolled fertilizers.

19. **In the case of increase in the price of diesel the rate will be revised on the basis of one Liter = 4 KMs / 10 MTs which means for every 40 paise of increase per litre in diesel price, 1 paisa per KM / MT will be allowed. The same formula will also apply in the case of decrease in the price of diesel. No adjustment in transport rate will be allowed in case of price increase or decrease of any other accessories, equipment's, tools etc.**

20. The contractor will comply with all the rules and regulations of Govt. of India, State Govt. and Municipal Authorities.
21. The contract will be governed by all other terms and conditions given in the Tender Document (NIT).
22. The contract is entered into at_____ and Competent Courts of _____ shall have jurisdiction.
23. All disputes and questions, claims, rights, matters or things whatsoever in any way arising out of or relating to the contract shall be referred to arbitration, both the parties shall appoint the sole arbitrator with mutual agreement in line with the Arbitration and Conciliation Act, 1996.
    The parties shall be governed by the Indian conciliation and Arbitration Act 1996 and the venue of the arbitration shall be at Mumbai.
24. IN WITNESS THEREOF, the parties have here to set their hands and seals the days respectively appearing under their signature.

1) ---------- 2) ----------

(Marketing Manager) (Transporter)

1) ---------- 2) ----------

WITNESSES: - WITNESSES: -

Annexure-VIII

Disciplinary Measures governing Terms and Conditions of transport Contracts.

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 up to 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 debarments)

15. No contract of any kind whatsoever shall be placed to debarred firm including its allied firms after the issue of a debarment order by competent authority. Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender (first bid, normally called as technical bid, in case of two packet/two stage bidding) nor debarred on the date of contract. Even in the cases of risk purchase, no contract should be placed on such debarred firms.

16. If case, any debar firms has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them.

17. Contracts concluded (awarded) before the issue of the debarment order shall, not be affected by the debarment Orders.

18. The Debarment shall be automatically extended to all its allied firms. In case of joint venture/ consortium is debarred all partners will also stand debarred for the period specified in Debarment Order. The names of partners should be clearly specified in the "Debarment Order".

19. Debarment in any manner does not impact any other contractual or other legal rights of the procuring entities.

20. The period of debarment shall start from the date of issue of debarment order.

21. The Order of debarment will indicate the reason(s) in brief that lead to debarment of the firm.

* *

ANNEXURE IX

HSE REQUIREMENT

A. Safety instructions to follow HSE (Health, Safety and Environment) system & regulations.

All the Contractors / Subcontractors / Suppliers / Transporters / Consultants and their supervisors, shall follow and comply the following Safety instructions for safe execution of the allotted jobs. This will be applicable to all service contracts, work orders and purchase orders which require installation work at site. All the contractors/sub-contractors/ suppliers/ Transporters/ Consultants and their supervisors shall be termed as "Contractor".

B. General Requirements and Responsibilities: All concerned mentioned above at all times must comply with the following requirements;

a. Maintain full responsibility for all environmental, safety, security and health compliance matters.
b. Shall take prompt action on safety compliance as per RCF's Safety Procedures, Rules and Regulations.
c. Responsible for correcting environmental, safety, security and health violations and/or unsafe conditions / act present in his/her operation.
d. Ensure that all work activities and/or services are always carried out safely to prevent injuries / harm to any person and damage to properties and environment.
e. Safety record at the RCF will be a criterion used to judge performance and determine whether or not persons/ groups mentioned as above qualifies for future contracts at RCF.
f. 'Stop Work Authority' to be used to assist RCF in ensuring the safety and protection of personnel, plant and equipment at all times
g. Keep a constant check on the approved method of working to prevent environment, safety, security and health violations.
h. Promote accountability for environment, safety, security and health practices and regulations in accordance with the RCF's procedures.
i. Initiate immediate corrective actions towards unsafe acts or unsafe conditions so as to prevent or mitigate future recurrence.

I. General Instructions:

All the concerned mentioned above as **"A"** shall mandatory comply ESIC, PF, WCA & Group Insurance for all the workers / supervisors / Drivers/ Cleaners employed by them.

a. Group insurance policy of contract workers/ transport workers i.e. 'Workmen compensation policy' / 'Group accident insurance policy' and ESIC (Employee state insurance scheme) is compulsory for entire period of work covering all type of risks involved.
b. Every contract worker (Regular or temporary) should have ESIC and PF number while working inside the RCF factory premises.
c. Contractor shall arrange necessary Gate Entry Passes in advance as per CISF requirements.
d. Contractor workmen will follow the rules and regulations prevailing at RCF from time to time.

II. PRE-EMPLOYMENT MEDICAL EXAMINATION (BEFORE ENGAGEMENT) OF CONTRACT WORKERS

a. The contractors shall get the Pre-Employment Medical Examination of their workforce done from nominated or approved Doctors/Agency as per Pt. No. O- For TROMBAY Unit or as per point no. P for TROMBAY Unit and obtain fitness certificate. The contractor carrying out medical examination through nominated/approved list of Doctors/Agency shall submit fitness certificate in Form 6 before deploying their labours.
b. Any individual who has not cleared the pre-employment medical examination and declared unfit medically will not be allowed to work in RCF premises.

c. The fitness certificate obtained is valid for SIX MONTHS from the date of issue and contractor must maintain the records for his/her workforce. Contractor must ensure that their workforce undergo medical checkup again when the validity is expired.
d. If any individual contract labour had any critical illness or involved in major safety incidence, the event must be brought to notice of Job execution department immediately and the individual must undergo medical checkup again irrespective of validity of previous certificate.

III. Health of contractor employees:

a. Contractors shall submit valid fitness certificate of their workforce to RCF supervisors prior to commencement of work.

b. Contractors must ensure that every individual in their workforce is in good health every day before entering the factory premises. It must be ensured that any worker who is not feeling well must not enter factory premises.

c. Contractors must ensure that no individual of his workforce enters the factory premises under the influence of alcohol and/or drugs.

IV. Safety Training:

a. Safety Induction training on work place safety shall be mandatory to each new contractor employee at Safety department. Gate passes of such employees shall be stamped as Safety trained employees. Contractor to ensure that workers have received this mandatory training. This training will be valid for six months.
b. PEP (Preparation Tool Box talk) talk must be given every day by Contractor Supervisor maintain its record at job site. It needs to be submitted to job execution department on a weekly basis.
c. Contractor shall maintain record of safety training of all those manpower/labour who are deputed to carry out job at RCF site. Contractor must ensure that the individual of his workforce have undergone Safety Induction training again when the validity is expired.
d. If any individual of contractor workforce had any critical illness or involved in major safety incidence the event must be brought to notice of Job execution department immediately and the individual must undergo Safety Induction training again irrespective of validity of previous training.
e. Contractor shall ensure that his workforce understood the use of fire extinguishers, safety showers, PPE & emergency communication system available in the plants imparted during Safety Induction Training given by RCF & should get their doubts, if any, clarified during the training itself.

V. General Safety Instructions:

a. Contractor shall not carry out any work without valid Safety Work Permit (SWP) issuedfor the allotted job. All the conditions of the SWP shall be understood & complied by him and his workforce carrying out the job.
b. Work Permit shall be always available with contractor's supervisor at worksite or displayed at work site.
c. Contractor shall arrange sufficient numbers of experienced supervisors for the job and ensure continuous supervision. No job shall be carried out without supervision.
d. Contractor must ensure that each individual job must have individual contractor supervisor.
e. Contractor must ensure that only Tested & certified equipment, tools & tackles shall be used & list with all relevant documents like test certificates, checklists etc., shall be submitted to RCF

officials. All equipment shall be having visible identification number / marks with valid test/ inspection certificate.

f. Contractor must ensure strict compliance to the SWP conditions for all jobs including but not limited to hot jobs, height jobs, excavation, confined space entry routine maintenance, civil works, testing, calibration etc., undertaken in all Plants & Services within factory premises. The instructions provided & additionally written on it shall also be strictly followed at site by contractor employees.
g. Contractor shall seek temporary electrical connections through RCF Electrical department only after filling necessary requisition form. The cable used for temporary connection should be of proper current rating without any joints & industrial plug tops shall always be used. For electrically operated hand tools RCBO is mandatory.
h. Safety Work Procedure for the job is to be submitted to RCF Job execution department before commencement of the work.
i. Job hazard analysis (JHA) is mandatory for all critical jobs and shall be made before start of the job. The provisions of JHA are to be strictly adhered to.
j. Based on the nature, type and level of job intensity, it shall be at the sole discretion of RCF officer to decide whether JHA for that particular job is required or not and this may vary from job to job & from unit to unit.
k. Contractors whose Safety Performance is not satisfactory shall be viewed seriously and necessary action (viz. Warning, monetary penalty, suspension/stoppage of work, cancellation of Registration/Contracts) shall be taken by RCF. The Safety advisory warnings, violation notice, verbal warnings of safety violations etc. shall be used to evaluate safety performance of the contractor/ Transporter/ Dealer/ Consultant/ Supplier etc.
l. Contractor must maintain housekeeping at work place. Scrap generated on the job will be sent to scrap yard / stores / plant as per the instructions of RCF officials timely.
m. Contractor shall provide appropriate PPE (Personnel Protective Equipment) such as hand gloves, safety shoes, safety helmet, safety goggles, double lanyard full body harness, dust masks, ear plugs, face shields & other relevant PPE w.r.t Job to all workers. These PPE should be as per BIS mentioned below:

SN	BIS codes Information
1.	IS: 2925 - 1984 Industrial Safety Helmets
2.	IS: 47701 - 1968 Rubber Gloves for Electrical Purpose
3.	IS: 6994 - 1973 [Part-I] Industrial Safety Gloves [Leather & Cotton Gloves]
4.	IS: 1989 - 1986 [Part-II] Leather Safety Boots & Shoes
5.	IS: 5557 - 1969 Industrial & Safety Rubber Knee Boots
6.	IS: 6519 - 1971 Code of Practice for Selections, Care & Repair of Safety Footwear
7.	IS: 11226 - 1985 Leather Safety Footwear Having Direct Molding Sole
8.	IS: 5983 - 1978 Eye Protectors
9.	IS: 9167 - 1979 Ear Protectors
10.	IS: 3521 - 1983 Industrial Safety Belts & Harnesses
11.	Any other PPE provided must confirm to its' IS / EN / CE/ US standard.
12.	EN:362 - Retractable fall arrestor

VI. RCF Safety Procedures, Rules and Regulations (as mentioned in Point no. I)

A. Safety precautions for handling & use of compressed gas cylinders:

1. Identification of contents of industrial gas cylinders shall be as per IS 4379:1981. Valve fittings for compressed gas cylinders excluding LPG cylinders shall be as per IS 3224:2002. Valve Fittings for Liquefied Petroleum Gas (LPG) Cylinders of more than 5 litre water capacity shall be as per IS 8737:1995.
2. Oxy-acetylene sets/ Oxygen/ LPG cylinder sets to be used for pre-heating & cutting jobs shall be provided with regulators having IS 11006 :2011 specified flash back arrestors, double

diaphragm pressure gauges as per IS 6901:2009 & hose connections as per IS 6016:2009 . Gas cylinders shall be handled in hand trolleys as per IS 8016:1996.

3. Gas cylinders shall be kept upright and secured firmly with chain.
4. When stored, the cylinders must be provided with valve guards and cap.
5. While transporting cylinders (filled and empty), they must always be in vertical upright position only.
6. It must be ensured that while handling, storing or using any gas cylinders, all the provisions of "Gas Cylinders Rules, 2016" and amendments thereof have to be complied.
7. Color coding and labeling of gas cylinders as per IS:4379:2021

B. Safety precautions during cutting/welding job:

1. Welding machine manual shall be available at site and rated capacity of machine shall be clearly visible. Earthing shall be returned back from job to welding machine.
2. In addition to regular PPE required for the job like Safety helmet, Safety shoes etc., personnel working shall wear welding shield with safety helmet attached & cut resistance hand gloves.
3. Contractor employee shall ensure that water hose or water filled bucket kept near work place.
4. Sparks shall be confined by Non-asbestos Fire/ Welding blanket. The area shall be cordoned off. No combustible material to be kept in the nearby area.
5. Contractor to ensure his work force has clearly understood about hazards involved and safe working procedure to mitigate and prevent hazards by means of regular pep talks. Register to be maintained for the pep talk given.
6. The work area shall be cordoned off with access only to work force.
7. When Gas Cutting is involved, all the provisions in section VII A have to be strictly complied.
8. Welding machine/ Power tools shall be checked by contractor supervisor and its healthiness tag shall be displayed on machine, also checklist shall be available with permit file.
9. Cutting set shall be checked by contractor supervisor and its healthiness shall be displayed on machine, also checklist shall be available with permit file.

C. Safety precautions during Radiography:

1. Contractor shall ensure that radiography is conducted by competent radiographer. Radiographer shall carry radiographer's license along with personal dosimeters (Chest & waist), Survey meters, lead apron, radiation trefoil symbols and adequate PPE.
2. The work area shall be cordoned off with access only to authorized work force.
3. Radiography work/Road diversion shall be informed to nearby control room.

D. Safety precautions during shot blasting:

1. The contractor should ensure all shot blasting activity to be done as per **IS 4077** Part 1 (1971) and **IS 9954** (1981).
2. The contractor should ensure use proper compressor machine, air hose as per IS 5894 and provide valid fitness certificate for compressor and all allied accessories before starting the job.
3. The Contractor should finalize the location for shot/slag blasting in consultation with RCF.
4. The contractor should ensure the activity of shot/slag blasting is carried out in an enclosed temporary sturdy structure/ hut/container only. The arrangement of such temporary sturdy hut/structure/ container is in the scope of contractor.
5. The contractor should ensure area of shot/slag blasting is properly cordoned off before start of work with hard barricading.
6. The contractor should ensure during shot/slag blasting job, contractor employee shall wear full body protection suit/ leather jacket, air lined mask / respirator masks/ helmet dust mask,

cut resistant hand gloves, ear plugs, safety shoes, safety helmet with chin strap, Safety goggles / Face shield. All required PPE are in contractor's scope.
7. The Contractor should ensure to use double clamping for fixing air hose.
8. The contractor should ensure continuous supervision while execution of work.
9. Shot blasting gun shall have spring loaded Start stop button.
10. Ensure proper earthing to the short blasting Gun & Machine

E. Safety precautions during hydro jet cleaning:

1. During hydrojet cleaning, person shall wear cut resistant suit, hand gloves, face shield, safety shoes, safety helmet with chin strap, safety goggles.
2. Hydrojet machine pressure relief valves should be calibrated with valid certificate available.
3. Hydrojet machine must have a calibrated pressure gauge.
4. The components/ Power cables of Electric panel shall be of appropriate rating w.r.t. Hydrojet Motor rating.
5. Panel shall have Emergency push button stop.
6. Contractor shall depute Electrician with Hydrojet Machine.
7. Hydroject machine hose connection shall have sling protection (to avoid Whipping hose)

F. Safety precautions while Online leak sealing jobs:

1. May require JHA & safe work permit.
2. Contractor to ensure that all individuals of the workforce doing the job must use all relevant PPE like Safety helmet, Safety shoes, Heat resistant suits & hand gloves (for hot lines), chemical resistant suit & hand gloves (for process fluids), full body harness with doubly lanyard (for height jobs) etc.
3. Contractor to ensure that positive air line with full vision face mask is provided at the site where online sealing job for hazardous chemicals is being carried out.

G. Safety precautions while Onsite Safety valve testing:

1. At least one person, preferable supervisor, deputed at site shall be competent for doing Onsite PSV testing job & shall possess documents in support of experience in onsite PSV testing of at least two sites.
2. Contractor to ensure that all individuals of the workforce doing the job must use all relevant PPE like Safety helmet, Safety shoes, hand gloves, full body harness with doubly lanyard (for height jobs) etc.
3. All the equipment / instrument, tubing, hoses, pipes, fittings and mountings being used for testing must be rated / tested for 1.5 times the PSV test pressure and all relevant documents are to be submitted to RCF Job Execution department.
4. The work area shall be cordoned off with access only to authorized work force.

H. Safety precautions while using electrical appliances:

1. Contractor shall ensure all electrical appliances have industrial type end connections (three pin) available in all plants. All electrical hand tools shall have ELCBs/ RCCBs. All electrical cables shall be of suitable current rating, have sound & intact insulation & shall be free from joints.
2. Contractor shall ensure only flame-proof electrical fittings and flameproof plug points Distribution Board (DB) are used in hazardous areas and flammable/explosive gas handling plants as per instructions by Engineer-In-Charge designated by RCF for the job.

3. Clearance for power supply should be taken from electrical engineer from concerned plant by filling Temporary Electrical Connection (TEC) form. After completion of Job, Extension board, light fittings should be returned immediately.
4. The contractors shall not enter in RCF MCC/ Substation and tamper or operate the RCF Feeder without approval of RCF Engineer.
5. For temporary connections, Electrical cables must be laid over head and without joints.

I. Safety precautions for working at height (2 M and above from ground/permanent platform):

1. Contractor must ensure that only individuals in his work force who have obtained Height pass issued by RCF Ltd are assigned work at height.
2. For height jobs, contractor employees shall wear safety helmet, safety shoes, safety goggles, cotton/cut resistance hand gloves & double lanyard full body harnesses with both the lifelines anchored at different supports. Scaffold shall be as per IS 4014:1967 (Part 1) & IS 4014:2013 (Part 2). Life line shall be provided as Standby arrangement.
3. Contractor shall strictly use cup shape Base plate (50mm X 200mm & 50mm X 250mm for light (i.e.150kg /m2)/ heavy duty (300kg/m2) scaffolds.
4. Work to be done under strict supervision.
5. Any specific requirements related to specialized height jobs shall be complied as per NIT scope of work.
6. Above 10meter height retractable fall arrestor must supplied by contractor. EN:362 - Retractable fall arrestor

J. Safety precautions for Confined space job:

1. Contractor shall ensure that confined space entry permit is displayed at all the entry/exit points along with Class I permit (if required) before entering the vessel.
2. Contractor shall ensure that his employees know the job hazards which they may face before entry & during job execution by means of Pep talks on regular basis. The records of the pep talks are to be maintained and submitted to job execution department after job completion.
3. The contractor must maintain vessel entry / exit records of all entrants.
4. Contractor shall ensure that a rescue person always remains near the vessel entry point along with relevant rescue equipment, to keep watch, till all the entrants have come out.
5. Contractor shall ensure that cross ventilation, air hose and 24-volt hand lamp without cable joint and torch are made available before entering vessel.
6. Contractor shall ensure that another source of 24 Volt lamp illumination shall be through inverter.
7. Contractor shall get himself aware of alternate light/ power source arrangement in case of power failure.
8. Contractor shall also ensure that authorized entrants are using all relevant PPE during entry and job execution. Employees working inside vessel / confined space shall use reflective jacket.
9. Contractor shall ensure that rescue equipment and other emergency services procedures are available at site.
10. For Vessel entry with height/ depth more than 02M, Contractor must ensure that all entrants are provided with whistle / signaling equipment in case of uneasiness.

K. Safety precautions for working at fragile roof:

1. Contractor shall ensure no worker shall work at height without height pass issued by RCF.
2. It is mandatory for work on fragile roof and Height job (for 2M above from firm platform)

3. Contractor should provide and use roof ladders/crawling boards as per IS 3696-Part 2 and any other job relevant IS code.
4. Contractor should provide two lifelines anchored to firm support.
5. Contractor should provide and ensure personnel working on roof should use necessary PPE such as double lanyard full body harnesses (safety belt) with both the lifelines anchored at different supports on life line, safety helmet, safety shoes, and safety goggles, cut resistance/cotton hand gloves.
6. Contractor supervisor should ensure only specified number of employees should work on roof at a time.

7. Contractor should provide Safety Net below while working on fragile roof area or in open area.
8. All required PPE and Safety net are in contractor's scope.
9. The contractor should ensure continuous supervision while execution of work.

L. Safety Provision while Excavation and Dewatering activity:

1. Contractors have to use tools with insulated handles
2. Contractors must ensure their work force use gum boots and hand gloves
3. Contractors have to ensure that for Deep Excavation (> 2m), shoring/ stepping is done & two escape routes are provided.
4. Contractors have to ensure that clearance from all concerned departments (on SWP) is taken to avoid interference from any underground cables/ pipelines
5. It has to be ensured that incase of dewatering activity, no person must be working in pit while submersible pump is energized. Also the submersible pump has to be isolated and disconnected at source before any person enters the work pit.
6. Contractor must ensure that all electrical connections must be provided with RCCB. Its trip working should be checked on daily basis.
7. It has to be ensured that there are no joints in cables provided in all electrical connections.

Penalty for violation of safety rules at work place:

Violations:

All unsafe acts, offences, breach of procedures or standards as classified herein.

Disciplinary Actions:

Penalty, termination of Contract(s) for Contractors, subcontractors, consultants, their supervisors and individual contract manpower/labourshall be applicable as follows:

For the first violation:

If any violation to the HSE requirements is observed from Individual Contract manpower/labour, Penalty as per the following table along with Warning letter shall be issued.

For Second Violation (Penalty imposed shall be 1.5 times of existing penalty) is appended as below.

In case if the same labor /manpower is caught as a defaulter for the 2nd time he/she shall be debarred from entering the factory premises for a period of minimum 7 days from the date of issue of intimation by Contract Cell and his gate pass shall be confiscated.

For Third Violation (Penalty imposed shall be three times of existing penalty) is appended as below.

In case if the same labor /manpower is caught as a defaulter for the 3rd time he/she shall not be allowed to enter inside the factory premises and other RCF sites for a period of minimum 3 months from the date of issue of intimation by Contract Cell and his gate pass shall be confiscated.

Note: The contractor shall ensure that incase if he has been awarded work orders in other areas such as

- Priyadarshini building, Township, Admin building etc., for TROMBAY Unit
- RCF Kurul Colony, RCF Kihim Colony, CISF Barracks, Farmer's Training Center & Experimental farm etc., for TROMBAY Unit, he shall ensure that this default labour is

not deputed to any site of RCF during the holiday period & if found that the contractor has violated the instructions, then RCF shall be bound to take the necessary suitable action as deemed fit.

SN	Safety Violation By Contractor Employee At Work Place	Proposed Penalty (in Rs.)		
		1st time violation (in a Calendar Year)	2nd time Violation (in a Calendar Year)	3rd time Violation (in a Calendar Year)
1	Working without wearing safety helmet (per person)	1000	1500	3000
2	Working without wearing safety shoes (per person)	1000	1500	3000
3	Working without wearing safety goggle &/or hand gloves during handling of hazardous chemicals, acid/alkali etc. (per person)	1000	1500	3000
4	Working without wearing Safety belt (double lanyard full body harness) for height jobs above 2 meters. (per person)	2000	3000	6000
5	Working without wearing face shield during cutting, welding, grinding activity and during maintenance work on process lines and equipment. (per person)	1000	1500	3000
6	Not using PPE, tools/tackles as mentioned in Safety Work Permit (per person)	1000	1500	3000
7	Working without valid test certificate for lifting tools/tackles (per incidence/ observation)	3000	4500	9000
8	Working without appropriate electric plug-pin, ELCB/RCCB/RCBO (per incidence/ observation)	2000	3000	6000
9	Working without a valid Safety Work Permit (per incidence/ observation)	3000	4500	9000
10	Permit not available at site (per incidence/ observation)	500	750	1500
11	Gas cylinder without flash back arrestor (per incidence/ observation)	1000	1500	3000
12	Gas cutting set with damaged hose/ pressure gauge/ without valve key (per incidence/ observation)	1000	1500	3000
13	Gas cylinder without trolley (filled and empty)	500	750	1500

	(per incidence/ observation)			
14	Unauthorized personal entering into Cordon off area (per incidence/ observation)	500	750	1500
15	Faulty wire/ cable laying on ground or using snapped cables (per incidence/ observation)	1000	1500	3000
16	Improper hand tool or power tools (per incidence/ observation)	1000	1500	3000
17	Smoking at work place area. (per person)	5000	7500	15000
18	Found in intoxicated state (per person)	5000	7500	15000
19	Violation of Road Rules (per incidence/ observation)	5000	7500	15000

	Safety violations by Transport contractors	1st time violation (in a Calendar Year)	2nd time Violation (in a Calendar Year)	3rd time Violation (in a Calendar Year)
1	Faulty HAZCHEM displayed on Tanker (per incidence/ observation)	1000	1500	3000
2	One PVC / Tychem Suit set if available (per incidence/ observation)	1000	1500	3000
3	Both PVC / Tychem suit set are not available (per incidence/ observation)	1000	1500	3000
4	Fire Extinguisher without Hydro Test. (per incidence/ observation)	1000	1500	3000
5	TREM card not available (per incidence/ observation)	500	750	1500
6	Hazardous chemicals transportation Training of driver by authorized agencies. (Training card not available with driver) (per person)	500	750	1500
7	Lying/ resting below the vehicle(per incidence/ observation)	5000	7500	15000
8	Any other deviation found as per checklist for Tankers (per incidence/ observation)	500	750	1500

M. General Environment Protection:

1. The contractor shall strive hard to conserve energy & water wherever possible.
2. The contractor shall not discharge chemicals, oil, silt, sewage, spillage & other waste materials directly into the controlled waters like drains, streams, rivers & ponds.
3. Contractor shall ensure dust free environment at the welfare block or site office by sprinkling water.
4. Contractor shall ensure that the material used by them for carrying out the jobs that are detrimental to the environment are properly stored & utilized.
5. Contractor shall not use empty areas for dumping the wastes.
6. Contractor shall ensure that waste materials like metals, plastics, glass, paper, oil & solvents are kept at the correct designated places for disposal of the same.
7. Contractor & his manpower shall ensure that proper ambience & hygienic conditions are maintained surrounding their welfare.
8. Goods suppliers'/ Transport contractors bringing raw material like MAP, DAP, Rock and soda Ash shall ensure that the material is brought in covered trucks/ bulkers. It will be the

sole responsibility of the transporter to ensure that no leakage or spillage of raw material takes place from the raw material carrying vehicles causing pollution problem on the way to RCF and neither while entering RCF factory premises. Also, while taking finished products out of factory premise, covering of Fertilizer/ IPD bags with Tarpaulins shall be done at designated place only taking all safety precautions & use of PPEs such as full body safety harness, Helmet etc.

N. PENALTY CLAUSE FOR THERMOPLASTIC ELECTRICAL EXTENSION BOARDS FITTED WITH ELCB:

The contractor shall be penalized in-case of non-return of extension board or return of damaged extension board issued by RCF during job execution. Monetary penalty shall be imposed as per below:

1. A penalty of Rs.7360.00 per extension board, whichever is applicable at the time of imposing
   penalty for non-return of thermoplastic extension board.

2. A penalty of Rs.3680.00 per extension board, whichever is applicable at the time of imposing penalty for return of damaged thermoplastic extension board

O. PRE-EMPLOYMENT MEDICAL EXAMINATION (BEFORE ENGAGAEMENT) OF CONTRACT WORKERS (For TROMBAY Unit)

Contractors will have to submit a certificate of fitness in Form 6 in respect of workers to be engaged inside the factory and no person / contract labour shall be employed without a valid certificate of fitness. The contractors shall get the Pre-Employment Medical Examination of his workmen done from Authorized Certifying Surgeons of Mumbai & Suburbs only as per list provided in **www.mahadish.in.** The vendor shall visit the website as on the date of execution of work order & get Fitness Certificate from the Authorized Certifying Surgeons possessing valid certificate only as per list.

P. PRE-EMPLOYMENT MEDICAL EXAMINATION (BEFORE ENGAGAEMENT) OF CONTRACT WORKERS (For TROMBAY Unit)

Contractors will have to submit a certificate of fitness in Form 6 in respect of workers to be engaged inside the factory and no person / contract labour shall be employed without a valid certificate of fitness. The contractors shall get the Pre-Employment Medical Examination of his workmen done from the Authorized Certifying Surgeons of Raigad District only as per list provided in **www.mahadish.in.** The vendor shall visit the website as on the date of execution of work order & get Fitness Certificate from the Authorized Certifying Surgeons possessing valid certificate only as per list.

RASHTRIYA CHEMICALS and FERTILIZERS LIMITED
(A Government of India Undertaking)
CIN NO. L24110MH1978GOI020185
Corp. Office : Priyadarshini Bldg. E.E. Highway,
Sion –Mumbai -400 022 INDIA(Marketing division, 8th Floor)
Phone: 022 2552 3097/3036/3042/3248
Website: www.rcfltd.com

PART –B (Submissions)

Transport Tender : .....

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ANNEXURE –X

The submission /Uploading of information, Undertakings, Documents, Certificates etc. as given under.TECHNO-COMMERCIAL BID (Un-priced Bid).

Sr.no	Contents	Referring Page No	To be uploaded as per Annexure No.
1	**EMD :** Duly Signed, sealed and Scanned copy of E.M.D. Challan deposited in Bank Account **Or**applicable registration certificates for exemption of EMD (Tender submitted without IP will not be considered**)**	**48**	**Annexure XI**
2	**"PRE-QUALIFICATION DETAILS"** Duly Signed, sealed andScanned copy of "Pre-qualification Details"	**49-52**	**Annexure-XII**
3	**SUPPORTING DOCUMENTS FOR PRE-QUALIFICATION "** Scanned copy of supporting documents as per pre-qualification criteria : I. Certificates regarding Constitution of firm (as applicable) II. Authorization Letter III. Work orders and corresponding work completion certificates/experience certificates. IV. Copy of PAN card V. Certificate for GST Registration Number. VI. CA Certified Average Annual Certified / Audited Financial turnover during last successive three years. **(***Certificate/documents issued by Chartered Accountant only with UDIN number will be valid and accepted)* The financial soundness should be CA Certified or Audited financial statement certified by CA. The net worth of the Bidder firm (manufacturer or principal of authorized representative) should not be negative on 'The Relevant Date'. It means the net worth of the Bidder should not be negative in the balance sheet of last financial year.**AND**Net Worth of bidder should have not eroded by more than 30% (thirty percent) in the last three years, ending on 'The Relevant Date'. It means the net worth of last financial year should not be less than 30% compared to the 3rd last financial year.	**Party's Documents**	**Party's Documents**
4	**INTEGRITY PACT:** To be submitted duly filled, signed and sealed by authorised person of the Tenderer. **(Tender submitted without IP will not be considered)**	**53-58**	**Annexure XIII**
5	PROCESS COMPLIANCE FORM,: To be submitted on letterhead : Duly signed and sealed by authorised person of Tenderer.	**59**	**Annexure XIV**
6	UNDERTAKINGS: To be submitted on letterhead : Duly signed and sealed by authorised person of Tenderer.	**60**	**Annexure XV**
7.	Certificate of Site Visit	**63**	**Annexure XVII**
8.	Bid Declaration Form	**64**	**Annexure XVIII**
9	Land Border Sharing with India -certificate	**65-66**	**Annexure XIX**
10	Declaration of Status of Debarment Listing/Blacklisting/Holiday Listing	**68**	**Annexure XXI**
11	Undertaking about common directors/partners/ interest in other associated units/ companies	**69**	**Annexure XXII**

(Note:Vendor updation) form (Annex-XVI-Pg61-62and Cancelled cheque will be collected from successful bidder before award of contract.)

ANNEXURE-XI

Duly Signed, sealed with UTR No. to be uploaded

EARNEST MONEY DEPOSIT (EMD) :Rs. 300000/- (Rupees Three Lakh Only)

E.M.D. –Scanned copy of EMD submitted document 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 : FORT MUMBAI
Branch Code : 006070
IFSC Code : SBIN0006070
A/c No. : 30038339413

□ **BANK & BRANCH NAME** _____
□ **NEFT /UTR No** _____
Date of NEFT/UTR_____

OR

□ **MSE bidders must submit applicable registration certificates for exemption of EMD**
(EMD exemption applicable for Micro and Small Enterprise as per MSME guidelines)
Udyam Registration Cert No/ or any EMD exemption Cert ……
Type of enterprise : Micro / Small

□ **Start up Bidders must submit following certificates for exemption of EMD**
a) Start-Up registration certificate issued by the Department of Industrial Policy and Promotion (DIPP). Year of incorporation of Start-Up shall not be more than ten years from the due date of the tender.

b) Certificate from a Chartered Accountant (CA) with Unique Document Identification Number (UDIN), verifying that the Start-Up has not exceeded the financial turnover limit of Rs 100 crores (or as revised by the Government of India) in any of the preceding financial years since incorporation.

Earnest Money shall not be accepted in any form other than specified above and tenders not accompanied by earnest money/or Valid EMD exemption certificate 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.
4. Tender submitted without EMD/Appropriate EMD exemption certificates like MSE enterprise /NSIC certificate/ Start-Up registration certificate along with Certificate from a Chartered Accountant (CA) will not be considered.
   Traders are excluded from the purview of Public Procurement Policy for MSEs.
   MSEs registered for availing benefits of Priority Sector Lending (PSL Only) are not eligible for any benefits in this tender under the public procurement policy, including purchase preference and exemption from Earnest Money Deposit (EMD).

EMD SUBMITTED AS ABOVE

(Sign and Seal of Tenderer/Authorized person)

ANNEXURE – XII

Please fill the details in front of each criteria mentioned below and upload the Technical documents &Scanned copies of supporting documents	
PRE-QUALIFICATION DETAILS	
I- GENERAL INFORMATION DETAILS	
1. NAME OF BIDDER :……	
2. Address of the Firm	
3. Office Tel. No.	
4. e- mail ID	
5. Year of Establishment	
6. Constitution of the Firm: 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	Constitution of firm: …… (Enclose certified copies of relevant documents)
7. Names of the Contact person:	Mrs/Mr. ……..
8. Telephone No. /Mobile No of contact person	
9. Name & designation of Authorized signatory	Authorized Person: …….. (Submit Authorization letter.)
II- INFRASTRUCTURE DETAILS	
1. Total No. of persons employed	
2. No. of Branch Offices with details of address, telephone No., FAX No. etc.	
3. No. of Trucks owned. (if any)	
4. EPF/ESI Authorities Reg No	
5. LabourLicenseReg No	

Sr.	III –CRITERIA FOR TECHNICAL EXPERTISE.

WORK EXPERIENCE: The Tenderer should have Work experience of having successfully completed transportation works of bagged material. The Tenderer should submit the Work Orders and the corresponding Work Completion Certificates/ Experience certificates, duly obtained from Manufacturer/Handling agency/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.For qualifying MSEs / Start up Bidders relaxation of 25 % in prior experience (value) applicable in PQ criteria.

In case of Bidder is RCF's contractor in last seven years, then in addition to documents uploaded in technical clarification, if requires, RCF will consider its own record of work experience certificate/work order for meeting the criteria for work experience so that RCF contractor who have completed work successfully of requisite amount should not be disqualified. Above clause will be applicable only for work order/ work experience certificate and for no other documents already submitted to RCF by tenderer.

		WORK EXPERIENCE :	**For Non-MSEs (Rs.Lakh)**	**For Qualifying MSEs &Start ups(Rs.Lakh)**
	A	**One similar completed work costing not less than the amount of :**	24.30	18.22
		OR		
	B	**Two similar completed works each costing not less than the amount of**	16.20	12.15
		OR		
	C	**Three similar completed works each costing not less than the amount of**	12.15	9.11

	Sr	**WORK EXPERIENCE (Please submit details)**				
		Name of the Client served	**Contract Period**	**Product handled**	**Volume in MT**	**Value of contract executed (Rs Lakhs)**
	i					
	ii					
	iii					
	iv					
	D	Copy of Work Orders & the corresponding Work Completion / Experience certificates of above-mentioned details			□ **Submitted**	□**Not Submitted**
2		Whether your Firm / Company is debarred by any other Public Sector / Govt. /Quasi Govt. Organization or any other client.			□ **YES** □ **NO** **(if YES please furnish details)**	
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			□**YES** □**NO** **(if YES please furnish details)**	
4		Whether Proprietor/Partner/Director (as applicable) has been convicted by any Judicial Court for any Criminal Breach of Trust.:			□**YES** □ **NO** **(if YES please furnish details)**	
5		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.			□**YES** □ **NO** **(if YES please furnish details)**	

NOTE i) Acceptance/Rejection of the tenders of Blacklisted/Debarred/Holiday/Banning of Firm/Suspension, parties will be as per Annexure - XII&Annexure – VIII. RCF decision will be final in this regard.

ii) The parties whose EMD is forfeited by RCF are also liable for disqualification.

iii) RCF reserves the right not to consider parties having any dispute with RCF in order to protect its interest.

iv) The Proprietor/Partner/Director (as applicable), if convicted by any Judicial Court for any Criminal Breach of Trust, are liable for disqualification. RCF decision will be final in this regard.

v) Parties who are already pre-qualified for respective center, for a period of 24 months and their validity exists as on last date of submission of tender will submit their tender as per NIT procedure, but for pre-qualification evaluation, only tender updated documents of those party will be considered who are pre-qualified for the contract value of the said tender.

IV –CRITERIA FOR FINANCIAL WORTHINESS.

1(a)	**Financial Soundness (Net worth)-**The financial soundness should be CA Certified or Audited financial statement certified by CA. The net worth of the Bidder firm (manufacturer or principal of authorized representative) should not be negative on 'The Relevant Date'. It means the net worth of the Bidder should not be negative in the balance sheet of last financial year **AND**Net Worth of bidder should have not eroded by more than 30% (thirty percent) in the last three years, ending on 'The Relevant Date'. It means the net worth of last financial year should not be less than 30% compared to the 3rd last financial year. In case the date of constitution/ incorporation of the bidder is less than 3 years old, the following will be applicable: □ **The Net Worth in each of these years should not be negative.** □ **Net Worth in respect of the immediate previous financial year should not have eroded more 30 per cent than that** of its previously audited financial statement. In case the Bidder has completed financial statements of only preceding year, the clause of net worth erosion will not be applicable.		
1(b)	***Turnover*** *- Average Annual Certified / Audited financial statement certified by CA, during following successive three financial years: -* ***1.*** *FY 2023-24* ***2.*** *FY 2024-25* ***3.*** *FY 2025-26* **(***Certificate/documents issued by Chartered Accountant with UDIN number only will be valid and accepted).For qualifying MSEs/Start up Bidders relaxation of 25 % Average annual financial turnover applicable in PQ criteria.*	**For Non-MSEs (Rs.Lakh)** 24.30	**For Qualifying MSEs &Start ups (Rs.Lakh)** 18.22
	*Please upload Average Annual *Certified / Audited financial Turnover Certificate during last successive three years ending as mentioned above (*certified by Chartered Accountant with UDIN). If last years audited balance sheet is not available (Due to Govt. Notified date of audit of financial statements) than one-year previous financial year should be considered.* In case the date of constitution / incorporation of the bidder is less than 3 years old, theaverage turnover in respect of the completed financial years after the date of constitutionshall be taken into account. In this case, the financial turnover during last financial year /theaveragefinancialturnoverduringprecedingtwofinancialyearsshouldbeatleast30%ofthe estimated cost.		
	Sr / **Audited Financial Year** / **Turnover Amount (Rs.)** **I** / / **Ii** / / **iii** / / / **Average Turnover for last successive 3 years =** /		
1(c)	**Financial Soundness (Net worth)- CA Certificate with UDIN, indicating Net worth of last successive three yearsi.e FY 2023-24, FY 2024-25& FY 2025-26.**	□ **Submitted** □ **Not Submitted**	
2	**Income Tax PAN No. of the Firm**	**PAN No.**_____ (Enclose copy of PAN Card).	
3	**The Tenderer should have GST Registration Number.** **If GST No. not available then declaration for not having GST No. to be given.**	**GST Registration No.** _____ Enclose copy of GST Registration certificate.	
4	**Enclose copy of Acknowledgement of Income Tax Return filed for latest financial year.**	Enclose copies of I.T. returns	
5	**Sr. No.** / **Full name of Proprietor/Partners/ Director** **1** / **2** / **3** / **4** /		

6	**DECLARATION ABOUT COMMONNESS WITH ANY OTHER FIRM WHO HAS APPLIED FOR THE SAME TENDER:-**I hereby solemnly declare that the Proprietor / Partner/ Director, of this firm is **COMMON / NOT COMMON** (Strike off whichever is not applicable) with any Proprietor / Partner/ Director, of other firm who has applied for the same tender. In case of commonness between Proprietor / Partner / Director with other firm who has also applied against same Tender, please mention the name of the firm. (Tick as applicable)	☐ **COMMON** ☐**NOT COMMON** **(if Common -please furnish details)**
7	**DECLARATION ABOUT RELATIONSHIP WITH EMPLOYEE OF RCF:-** I hereby solemnly declare that the Proprietor/ Partners/ Directors of this firm or any employee of the firm or any person acting on behalf of the firm, either directly or indirectly, **has relationship / has no relationship with** any of the employees of RCF(Strike off whichever is not applicable). If the tender is common with RCF employee, then the name of RCF employee along with relationship should be given.(Tick as applicable)	☐**Has relationship** ☐**Has no relationship** (If has relationship -please furnish details)
8	**Declaration about relationship with AUTHORISED FERTILIZER DEALER of RCF IN RESPECTIVE STATE.** I / We hereby solemnly declare that the proprietor, /one or more Partner, / Director of this firm, / company is **COMMON / NOT COMMON** (Tick as applicable) with any other firm who is the authorized fertilizer dealer of RCF in **respective State** of said plant. **NOTE:** 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 **as per Annexure VIII.**	☐**COMMON** ☐**NOT COMMON** (If COMMON -please furnish details)
9(a)	Whether you are registered under MSME -Enterprise Act 2006,(Micro, Small & Medium Enterprise Act 2006) – and if yes, please submit the Registration certificate with UDYAM REGISTRATION number **1)Udyam Registration Cert No……** **2)Major activity in Udyam Registration Certificate……..**	☐**YES** (If yes pl. write UAM No. furnish details as attachments) ☐**NO**
9(b)	**Type of enterprise as per MSME(Udyam Registration)**	□ Micro □ Small□ Medium
9(C)	Whether you are registered Startup and having certificate from DIPP. DIPP Startup Certificate No…….. If Yes then please enclose Copy of DIPP Registration certificate along with Certificate from a Chartered Accountant (CA) with Unique Document Identification Number(UDIN),verifying that the Start-Up has not exceeded the financial turnover limit of Rs 100 crores(oras revised by the Government of India) in any of the preceding financial years since incorporation	☐**YES** ☐**NO**
10	If MSME whether an SC/ST enterprises (Certificate from Tahsildar / Competent authority is to be furnished)	☐**YES** ☐**NO** (if YES please furnish details as attachments.)
11	Whether Integrity Pact submitted. (Integrity pact is prerequisite for prequalification)	☐**YES** ☐**NO**
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 **(Signature & Seal of Proprietor / Authorized Signatory)**		

ANNEXURE – XIII

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 ofRCF:

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 bestalled.

3. Commitments ofBIDDER:

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

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

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

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

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

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

3.7 The BIDDER further confirms and declares to RCF that he has not engaged any individual or firm or company, whether Indian or foreign, to intercede, facilitate or in any way to recommend to RCF or any or its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or Company in respect of any such intercession, facilitation or recommendation.

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

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

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

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

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

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

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

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

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

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

3.16 The BIDDER have not and will not sell the same material/ equipment at prices lower than the offered prices for refereed tender (as part of Fall Clause, applicable to Proprietary/PAC buying and Rate Contracts only, as per Manual of Procurement of Goods, issued by CVC dt. 01/07/2022). The BIDDER undertakes/commits to refund/ reimburse the excess amount to BUYER, if it comes to notice that it has supplied the material/equipment at a lower price to any other Governments, public sector or private organisations.

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

4. Transgression Clause:

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

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

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

4.2 Disclosure of Transgressions:

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

5. Sanctions forviolations:

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

i. To immediately call off the pre contract negotiations without assigning any

reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

ii. If the RCF has disqualified the bidder(s) from the tender process prior to the award of contract, RCF is entitled to demand and recover the damages equivalent to the Earnest Money Deposit/ Bid Security.

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

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

iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

iv. To recover all sums already paid by RCF, together with interest thereon at 2% higher than the prevailing Lending Rate of State Bank of India or at 2% higher than LIBOR as may be applicable based on whether the bidder is an Indian party or a foreign party. If any outstanding payment is due to the BIDDER from RCF in connection with any other contract for any other Project/Work/ Supply, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

v. To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by RCF, along with interest.

vi. To terminate all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to RCF resulting from such termination and RCF shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

vii. To debar/blacklist the BIDDER from participating in future bidding processes of RCF for a minimum period of five years, which may be further extended at the discretion of RCF.

viii. To recover all sums paid, in violation of this Pact by BIDDER to any middleman or agent or broker, with a view to securing the contract.

ix. In case where irrevocable Letters of Credit have been opened in respect of any contract signed by RCF with the BIDDER, the same shall not be operated.

x. Forfeiture of Performance Bond in case of a decision by RCF to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

xi. Consequences of Non-Disclosure: In the event that Bidders fail to disclose any relevant past instances of fraud, corruption, bribery, collusion, or any other unethical or illegal activities within the stipulated timeframe, it shall be

considered a material breach of this Integrity Pact. RCF reserves the right to invoke disqualification of the bidders and exclusion from future business dealings and take such actions, as per the existing provisions of GFR, 2017, Prevention of Corruption Act, 1988 and other Financials Rules/Guidelines etc. as may be applicable to RCF against the Bidders, as deemed appropriate.

5.2 RCF will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (xi) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (Whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter XII of the Bharatiya Nyaya Sanhita, 2023 or Prevention of Corruption Act, 1988, provisions of GFR, 2017 or any other statute enacted for prevention of corruption.

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

6. Independent Monitor:

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

1. Shri B Siddhartha Kumar
   H. No. 3-7- 44, Plot No. 44,
   Padma Nilayam, Street No.- 15,
   A. G's Colony, Nalanda Nagar,
   Attapur, Hyderabad – 500048
   Email: bsiddharthak_66@rediffmail.com

2. Shri Lt. Gen Raman Dhawan,
   Flat No. IE-402, AWHO Township,
   Gurjinder Vihar, Pocket-5,
   Sector-Chi 1, Greater Noida,
   Dist. Gautam Budh Nagar,
   Uttar Pradesh – 201315.
   Email: *romidhawan4@yahoo.com*

3. Shri M. Akhaya,
   Quarter No. A-14, VIP Colony,
   Nayapalli, Bhubaneshwar,
   Odisha – 751015.
   Email: *akhaya61@gmail.com; m_akhaya@yahoo.co.in*

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

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

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

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

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

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

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

6.6 Notwithstanding any Confidentiality Agreement/ clause agreed between RCF and Bidder, the BIDDER accepts that the Monitor has the right to access, without restriction, to all Project documentation of RCF including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor (s) with confidentiality.

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

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

7. Facilitation of Investigation:

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

8. Law and Place of Jurisdiction:

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

9. Other LegalActions:

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

10. Validity:

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

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

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

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:

x-x-x-x-x-x-x-x-x

ANNEXURE -XIV

Duly Signed, sealed copy on letterhead to be uploaded

Process Compliance Form to be submitted on letter head.

(Tenderers are required to submit /upload this form on letterhead, dully filled, signed, stamped)

To
M/s. RCF Ltd.

Sub: Acceptance to the Process related Terms and Conditions for the GeM Tendering through Gem portal.

Dear Sir,

This has reference to the Terms & Conditions for e-Tendering mentioned in the –
TENDER NO.

We hereby confirm the following –

1) The undersigned is authorized representative of the company.
2) We have carefully gone through the NIT, Tender Documents and the Business Rules governing the Reverse Auction as well as this document.
3) We will honor the Bid submitted by us during the tendering & Reverse Auction Process.
4) We give undertaking that if any mistake occurs while submitting the bid from our side, we will honor the same.
5) We confirm that RCF shall not be liable & responsible in any manner whatsoever for my/our failure to access & submit bid on GeM portal due to loss or problems of Internet Connectivity, Electricity failure, Virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
6) We also confirm that the percentage reduction received in RA shall be adjusted rounded off to two-digit rates and will be applied equally to all the items (of price-bid) included in the total evaluated cost of L-1 final bid price.
7) We accept the integrity pact as given in the tender document.

With regards
Signature with company seal

Name of Authorized Person for this tender :–

Company / Organization :–

Designation :–

E-mail Id :-

Tel no. :-

Mobile no. :-

(Sign and Seal of Tenderer/Authorized person)

ANNEXURE-XV

DULY SIGNED AND SEALED "UNDERTAKING"

(To be submitted - On party's LETTER HEAD)

I/We have read, understood and agreed for:

1.	Important Notes , Definition and volume of work
2.	Information about submission of Price Bid (i.e. price break up sheet)
3.	Format- Financial document indicating price break up
4.	Scope of Work and Terms & Conditions
5.	Instructions to tenderers / submission of tenders / methodology of rates to be quoted / validity / evaluation criteria / basis of award of contract / confirmation by tenderer.(Annexure-I)
6.	Reverse Auction(Annexure-II)
7.	Benefits to Micro and Small Enterprises (Annexure-III)
8.	GST Norms (Annexure-IV)
9.	Format of Bank Guarantee. (Annexure-V)
10.	List of approved Banks for Bank Guarantee (Annexure-VI)
11.	Format of Transport Agreement (Annexure-VII)
12.	Disciplinary Measures governing Terms and Conditions of transport Contracts. (Annexure-VIII)
13.	HSE requirement (Annexure-IX)
14.	Techno Commercial Bid (Un price Bid) (Annexure-X)
15.	Submission of EMD(Annexure-XI)
16.	Pre-qualification Details (Annexure-XII)
17.	Integrity Pact (Annexure-XIII)
18.	Process Compliance Form.(Annexure-XIV)
19.	Format of Undertaking to be submitted by Tenderer (Annexure-XV)
20.	Vendor Updation Format (Annexure-XVI)
21.	Format of Certificate of Site Visit by Bidder(Annexure-XVII)
22.	Bid Declaration Form(Annexure-XVIII)
23.	Certificate regd. Bidders- Land border sharing with India.
24.	Benefits to Start up Bidders (Annexure-XX)
25.	Declaration of Status of Debarment Listing/Blacklisting/Holiday Listing orders issued by RCF Limited or Ministry of Chemicals and Fertilizers(Annexure-XXI)
26.	Undertaking about common directors/partners/ interest in other associated units/ companies(Annexure-XXII)

(Sign and Seal of Tenderer/Authorized person)

ANNEXURE –XVI

Vendor updation form and Cancelled cheque will be collected from successful bidder before award of contract.)

VENDOR DATA UPDATION FORM						
-	**Both New Vendors and Existing Venders may please note that details listed below are required and will 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.					
SN	**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		***will be filled by RCF***		
VI	**TAX INFORMATION**	CST Reg NO. for C forms				
		LST No. (Local VAT REG NO)				

		GST Reg. No.				
		Excise Reg. No.				
		PAN NO.	*			
VII	**DETAILS OF BANK**	Bank Key		***will be filled by RCF***		
		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		***will be filled by RCF***		
VIII	**REFERENCE DATA**	Industry (whether PSU/Armed forces, Govt, others)				
		Micro / SSI Status (Whether Micro , Small, Medium Enterprise under Micro , Small and Medium Enterprises Development Act, 2006)				
	For new vendors					

1	It is mandatory (Compulsory) to fill relevant data for item marked " * "
2	Enclose 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

				Signature	…… ……	
Place		Common Seal		**Name**	…… ……	
Date				**Designation**	…… ……	

ANNEXURE –XVII

Certificate of Site Visit by Bidder

The Area Manager.
M/s. Rashtriya Chemicals & Fertilizers Ltd.,

Dear Sir,

Sub:-Tender for appointment of transport contractor at TROMBAY plant, for fertilizer movement.

I/We have visited the site of Work and satisfied myself/ourselves regarding local conditions.

(Sign and Seal of Tenderer/Authorized person)

ANNEXURE –XVIII

Bid Securing Declaration

Date : __/__/__

RCF Tender Enquiry No. _____Title of the Tender:

_____

To,

M/s Rashtriya Chemicals and Fertilizers Ltd.

We, the undersigned, declare that :

We understand that, in accordance with the terms and conditions set out in the Tender enquiry detailed above, our bids must be supported by this Bid Securing Declaration.

We, accept that, as specified in the subject tender, We will automatically be suspended from being eligible for bidding in any of the tender with M/s Rashtriya Chemicals & Fertilizers Ltd.(hereinafter called M/s RCF) for a period of 01 (One) Year, from the date of intimation of the same to us by M/s RCF, if We are in breach of our obligation(s) under the bid conditions if –

i) In case we withdraw or modify our Bid in any way during the period of validity counted from the date of tender opening or as agreed by us in writing for its extension.
ii) In case we are awarded the contract and fail to sign and accept the same unconditionally.
iii) In case we are awarded the contract and we fail to submit a performance security as stipulated in the tender, before the deadline defined in the tender documents.

We understand that this Bid Securing Declaration for the subject tender shall automatically expire if, we are not the successful Bidder for the subject tender.

Signed:

Name of the Person & Designation:

Date:____

Place:

Seal of Bidder

ANNEXURE –XIX

Restrictions under Rule 144(xi)of the General FinancialRules(GFRs),2017 (OM No.-6/18/2019-PPD dated 23rd July 2020) -

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender onlyif the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this Order shall be the RegistrationCommitteeconstitutedbytheDepartmentfor PromotionofIndustryandInternalTrade(DPIIT)*.

II. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' or 'service provider' in certaincontexts) means any person or firm or company, including any member of aconsortium or joint venture (that is an association of several persons, or firms orcompanies), every artificial juridical person not falling in any of the descriptions ofbidders stated herein before, including any agency branch or office controlled bysuchperson,participatinginaprocurementprocess.
"Tender" for the purpose of this Order will include other forms of procurement,exceptwherethecontextrequiresotherwise.

III. "Bidder fromacountrywhichsharesalandborderwithIndia"forthe purposeof thisOrdermeans:-

a. Anentityincorporated,establishedorregisteredinsuch acountry;or
b. A subsidiary of an entity incorporated, established or registered in such a country; or
c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
d. An entity whose beneficial owner is situated in such a country; or
e. An Indian (or other) agent of such an entity; or
f. A natural person who is a citizen of such a country; or
g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. Thebeneficialownerforthepurposeof(iii)abovewillbeasunder:

1. In case of a company or Limited Liability Partnership, the beneficial owneris the natural person(s), who, whether acting alone or together, or throughoneormorejuridicalperson,hasacontrollingownershipinterestorwhoexercise scontrolthroughothermeans.
Explanation-
   h. "Controlling ownershipinterest" means ownershipof or entitlement tomorethantwenty-fivepercent.ofsharesorcapitalorprofitsofthe company;
   i. "Control"shall include the right to appointmajorityof the directorsor to control the managementor policy decisions includingby virtue oftheir shareholding or management rights or shareholders agreements orvoting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s)who, whether acting alone or together, or through one or more juridicalperson,hasownershipof entitlementtomorethanfifteenpercentofcapitalorprofitsofthepartnership;
3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more

juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. AnAgentisapersonemployedtodoany actforanother,ortorepresent anotherindealingswiththirdperson.

VI. Certificateregardingcompliance

Bidder shall furnish a certificate along with tender documents regarding theircompliancewith this Order as per the format on their letter head. If such certificate given by a bidder whose bid isaccepted is found to be false, this would be a ground for immediate terminationandfurtherlegalactioninaccordancewithlaw.

Format of Certificate:

"I have read the clause regarding restrictions on procurement from a bidder of a countrywhich shares a land border with India; I certifythat this vendor/ bidderis not from such a country or, if from such a country, has been registered with theCompetentAuthority.Iherebycertifythatthisvendor/bidderfulfillsallrequirementsinthisregardandiseligibletobeconsideredforprocurementonGeM.[Where applicable, evidence of validregistrationbytheCompetentAuthorityshallbe attached.]"

VII. Validity ofregistration:
Registrationshould be valid at the time of submission ofbids and at the time of acceptance of bids.

VIII. The said order will not apply to bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects.

Updated lists of countries to which lines of credit have been extended or in which development projects are undertaken are given in the website of the Ministry of External Affairs.

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ANNEXURE– XX

BENEFITS TO START UP BIDDERS:-

Start upBidders shall be entitled for benefits, subject to terms and conditions, as under:

Qualifying Criteria for Start upBidders :

Start-up bidders must submit the following documents:
a) Start-Up registration certificate issued by the Department of Industrial Policy and Promotion (DIPP). Year of incorporation of Start-Up shall not be more than ten years from the due date of the tender.

b) Certificate from a Chartered Accountant (CA) with Unique Document Identification Number (UDIN), verifying that the Start-Up has not exceeded the financial turnover limit of Rs 100 crores (or as revised by the Government of India) in any of the preceding financial years since incorporation.

c) Start-up bidders has to submit all the requisite documents required for techno-commercial pre-qualification as specified in the bid/NIT document.

Following relaxations will be given to Start-up bidders:

1) 25% relaxation in average turnover criteria

2) 25% relaxation in past experience criteria, applicable to value only

No relaxation or exemptions will be provided in respect of other pre-qualification criteria, including technical requirements.

Exemption from Earnest Money Deposit (EMD):

i) Tenders shall be provided free of cost and tender documents are downloadable from the websites of RCF (http://www.rcfltd.com) and the GeM Portal.
ii) Start up qualifying as at (a) , (b) & (c) above shall be exempt from paying EMD.

ANNEXURE– XXI

Declaration of Status of Debarment Listing/Blacklisting/Holiday Listing orders issued by RCF Limited or Ministry of Chemicals and Fertilizers

(To be signed by the duly authorized person)

Date: _____

RCF NIT/Bid No. – _____

To,
Rashtriya Chemicals and Fertilizers Limited,
Mumbai

Dear Sir/Madam,

I/We declare and confirm that we are currently not on Holiday List/Black List / Debarment list of RCF Limited or Ministry of Chemicals and Fertilizers debarring us from carrying on business dealings with RCF Limited or Ministry of Chemicals and Fertilizers.

Note : Offer is liable for rejection, if Bidder is in the Holiday / Blacklist / Debarment list of RCF Limited or Ministry of Chemicals and Fertilizers.

Place:

Date:

Signature of Authorized Signatory of
Bidder with company seal

Name **:–**

Company / Organization **:–**

Designation **:–**

ANNEXURE– XXII

UNDERTAKING ABOUT COMMON DIRECTORS/PARTNERS/ INTEREST IN OTHER ASSOCIATED UNITS/ COMPANIES

Ref: RCF NIT/Bid No. _____

To,
Rashtriya Chemicals and Fertilizers Limited,
Mumbai

We / I (Director/Partner of the firm) hereby declare that, following are associated firms in which We/ I (Directors/Partners) are having interest.

Sr. no	Name of Firms	Area of Business
1	M/s.	
2	M/s.	
3	M/s.	
4	M/s.	

In case Bidder has no associated firm and/or none of the Directors / Partners have any interest in any other firms, please mention "Nil" against the above point.
We understand that if We /I have any associated firms or our Directors/ Partners has any interest in any other units, RCF reserves the right to register any one unit out of the units owned by the same owners/ directors the decision to consider our application.
In this regard, we undertake that:
a) We / I , Directors / Partners (Bidder) do not have controlling partner (s) in common in any other associated firm;
OR
b) We / I , Directors / Partners (Bidder) are not receiving or have received any direct or indirect subsidy/ financial stake from any of them;
OR
c) We / I , Directors / Partners (Bidder) do not have the same legal representative/agent for purposes of this bid;
OR
d) We / I (Name of the associated firms) do not have relationship with each other, directly or through common third Parties, that puts us in a position to have access to information about or influence on the bid of another Bidder."

Signed hereunder, in confirmation of above.

Signature of Authorized Signatory of Bidder with company seal
Name :–
Designation :–
Company / Organization :–