

The Tender Submitted on this RCF Website is for information only. Tenderer are requested to participate in the tender through e-tendering only as per following instruction

	<p>RASHTRIYA CHEMICALS & FERTILIZERS LIMITED (A Government of India Undertaking) CIN NO. L24110MH1978GOI020185 Corp. Office : Priyadarshini Bldg. E.E. Highway, Sion -Mumbai -400 022 INDIA(Marketing division, 8th Floor) Phone: 022 2552 3097/3236/3042 Website: www.rcfltd.com</p> <hr/> <p>Area Office: Jai Babari Bhavan,Goyal House,Jafarji Jin,Old Cotton Market, Amravati-444601 Email: : rcfamravati@gmail.com Ph: (0721) 2560832, 256833</p>
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TECHNICAL BIDS ARE INVITED FOR PREQUALIFICATION OF HANDLING & TRANSPORT CONTRACTORS FOR 24 (TWENTY FOUR) MONTHS, ALONG WITH PRICE BIDS FOR LINING UP OF HANDLING KHAMGAON RAKE POINT/WAREHOUSE AND TRANSPORTATION TO VARIOUS DESTINATIONS OF BULDHANA DISTRICT AND OTHER DESTINATIONS OF MAHARASHTRA STATE FOR THE PERIOD OF 18 (EIGHTEEN) MONTHS.

TENDER NO. E_TENDER_HT_KHAMGAON_2021-22	(TOTAL NO. OF PAGES 1 TO 51)
Important dates	
PRE-BID MEETING: - At the above Area Office address.	07/12/2021 at 11.00 am
Last date & time of submission of e-Tenders	15/12/2021 up to 11.00 am
Date & Time of opening of e-Tenders	15/12/2021 at 3.00 pm

- 1. Website for Online bid Submission: <http://eprocure.gov.in/eprocure/app>.**
- 2. KINDLY NOTE THAT ONLY ONLINE BID WILL BE CONSIDERED AGAINST THIS TENDER.**
- 3. NO OFFER IN PHYSICAL FORM WILL BE ACCEPTED AND ANY SUCH OFFER IF RECEIVED BY RCF WILL BE OUTRIGHT REJECTED.**

For any queries and help please contact:

Central Public Procurement Portal HelplineNos. : 01204200462/01204001002,

Mob.No.08826246593

RCF Helpdesk Tel. No.-022-2552 2760 or contacts given as under.

Mr. M. K. PACHARNE	State I/c	Office Tel.02024231944	e-mail ID: mkpacharne@rcfltd.com
Mr. M.S.PATIL	Area In charge	Office Tel.07212560833 Mob. No.	e-mail ID: mspatil@rcfltd.com
Mr. P.B.SARNAIK	Fin. Representative	Office Tel.07212560832 Mob. No.	e-mail ID: pbsarnaik@rcfltd.com

E-tendering procedure & Instruction for Bidders: The bidders should have a **valid digital signature certificate (Class-II or Class-III)** issued by any of the valid Certifying Authorities to participate in the online tender. The cost of digital signature will be borne by respective tenderer.

Kindly refer **bidder's manual kit** available on bidders section on e-tendering website **www.eprocure.gov.in**.for detailed procedure for bid submission.It is advised that the bidder uploads small sized documents (preferably up to 5 MB) at a time to facilitate in easy uploading into e-tendering site. Standard documents required for tenders can be uploaded in 'My space' facility in your account. **Maximum size allowed for offer submission is 25 MB.**The bids shall be

uploaded in **Two Bid System** in electronic form only through e-tendering system on www.eprocure.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.

DEFINITIONS:

The "Company" shall mean "Rashtriya Chemicals & Fertilizers Limited", having its Registered Office at "Priyadarshini", Eastern Express Highway, Mumbai - 400022 & Area office at Address: **Jai Babari Bhavan, Goyal House, Jafarji Jin, Old Cotton Market, Amravati-444601** (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 In charge/State In charge (Amravati), shall mean the Officer in administrative charge of Amravati Area Office, RCF Ltd Amravati.
- iv) **(a) Rake Point** :The place on rail track from where the material will be unloaded from Rail wagons, stacked/stored on platforms and loaded in to Trucks. The contract is being lined up for **KHAMGAON RAKE POINT**. Herein after defined as **"said"** Rake point.
(b) Warehouse: The place where the RCF Material is stored/will be stored.
- v) **District (Districts)** :In which the transportation of fertilizers in bags of 50 Kgs., 45 Kgs., 25 Kgs., and / or 10 Kg each etc. and also Minikit bags from said **rake point / warehouse** to various destinations of said district and the other districts of corresponding State. Herein after defined as said district / said State.
- vi) **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 RCF dealer or among tenderer and RCF employee.
- 2. Having one or more common business facilities such as Telephone, fax, emblem, office address, mail ID etc. among tenderers or among tenderer and RCF dealer or among tenderer and 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 dealt as under:

- 1. **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 and the lowest acceptable quotation of such common firm shall be considered.
- 2. **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.
- 3. **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.**
- vii) **RAKE HANDLING**: Means operation which include unloading from wagons and stacking at platform, destacking and loading into trucks and/or also directly loading into trucks from wagons. However in case of imported products, the material will be unloaded on platform from wagons and again loaded into trucks The contractor has to complete all operations in time as prescribed by railway authority without any claim of demurrage/wharfage to RCF.

- viii) **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)'.

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. But the present indications are that the quantity likely to be moved will be as under at & from said rake point/ warehouse during the period of contract. The tentative Quantities of Slab-wise movement, Transp. to local W/H and Rake handling are as under.

Sl. No	Distance Slab*	Lead Distance (Kms) (For arriving at L-1)	Estimated Qty.(MTs) For the Contract period.
1	00 to 15 Kms. (FLAT RATE IN Rs/MT)	15	4000
2	16 Kms. To 50 Kms- (GRADIENT RATE IN Rs/MT/KM)	35	14000
3	51 Kms. To 100 Kms.- (GRADIENT RATE IN Rs/MT/KM)	75	25000
4	101 Kms. To 150 Kms.. (GRADIENT RATE IN Rs/MT/KM)	125	17000
5	151 kms To 200 Kms.- (GRADIENT RATE IN Rs/MT/KM)	175	
6	201 kms To 250 Kms.- (GRADIENT RATE IN Rs/MT/KM)	225	
7	251 kms To 350 Kms.- (GRADIENT RATE IN Rs/MT/KM)	275	
	Total		60000
8	Transport to local warehouse (FLAT RATE IN Rs./MT)	FLAT RATE	12000
		Estimated Qty.(MTs)	
9	RAKE HANDLING: (Only BASIC RATE to be quoted for handling operations starting from unloading from wagons & stacking on platform to de-stacking & loading into trucks and/or also directly loading into trucks from wagon. However in case of imported products, the material will be unloaded on platform from wagons and again loaded into trucks which are INCLUSIVE OF WARAI CHARGES AND ALL OTHER CHARGES BUT EXCLUSIVE OF GST.)		60000

RATES TO BE QUOTED : UNDER GST SCENERIO (PRICE BID –BOQ) :

(i) FOR TRANSPORTATION FROM RAKE POINT/WAREHOUSE : Only BASIC RATES to be quoted for transportation to all KM Slabs, and transportation to local warehouse which are INCLUSIVE OF WARAI CHARGES AND ALL OTHER CHARGES BUT EXCLUSIVE OF GST.

GST on transportation will be paid by RCF as per applicable rates under Reverse Charge Mechanism

OR

Transporter has option to pay GST on transportation under forward charge Mechanism. GST rate is 12% 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 – XV.

(ii) FOR HANDLING OPERATIONS AT RAKE POINT: Only BASIC RATES to be quoted for handling operations starting from unloading from wagons & stacking on platform to de-stacking& loading into trucks which are INCLUSIVE OF WARAI CHARGES AND ALL OTHER CHARGES BUT EXCLUSIVE OF GST.

GST as applicable on handling operations will have to be paid by Contractor to Government and the same will be reimbursed by RCF to Contractor. At present GST rate applicable on handling operations is 18%.

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The submission /Uploading of information, Undertakings, Documents, Certificates etc. in Packets as given under.

PART-I : TECHNO-COMMERCIAL BID (Un-priced Bid)

To be uploaded in Packet No.	Contents	Referring Page No	To be uploaded as per Annexure No.
Packet :1	<u>EMD :</u> Bid security declaration form Or EMD Exemption Certificate	7	Annexure-I
Packet :2	<u>"PRE-QUALIFICATION DETAILS"</u> Duly Signed, sealed and Scanned copy of "Pre-qualification Details"	12-15	Annexure-II
Packet :3	<u>SUPPORTING DOCUMENTS FOR PRE-QUALIFICATION "</u> Scanned copy of supporting documents as per pre-qualification criteria : <ul style="list-style-type: none"> I. Certificates regarding Constitution of firm (as applicable) II. Authorization Letter III. Work orders and corresponding work completion certificates/experience certificates. IV. PAN card Copy, V. CA Certified Average Annual Certified / Audited Financial turnover during last successive three years ending 31st March of the previous year. <u>(Certificate/documents issued by Chartered Accountant only with UDIN number will be valid and accepted)</u> <ul style="list-style-type: none"> VI. Bank solvency certificate, or credit ratings from reputed institutions such as CRISIL, ICRA etc or financing /credit limits from banks as on date etc. VII. Certificate for GST Registration Number. 	Party's Documents	Party's Documents
Packet :4	<u>UNDERTAKINGS:</u> To be submitted on letterhead : Duly signed and sealed by authorised person of Tenderer. <u>AND</u> <u>PROCESS COMPLIANCE FORM:</u> To be submitted on letterhead : Duly signed and sealed by authorised person of Tenderer.	43-44	Annexure-XII & XIII

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

PART-II: PRICE BID (Bill of Quantity i.e. B.O.Q.)

Price Bid (BILL OF QUANTITY i.e. BOQ) given with tender to be uploaded after filling all relevant information like Basic Rate in Rupees per MT per KM for Slabs, Rupees per MT for movement to local warehouse and for Rake handling.

- (i) The priced BOQ should be uploaded in the system strictly as per the format available with the tender, failing which the offer is liable for rejection (renaming or changing format of BOQ sheet will not be accepted by system).
- (ii) Vendor should quote prices in BOQ only, offers indicating rates anywhere else shall be liable for rejection.

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

- 1] Please note that e-procurement system accepts 'Microsoft Excel 97-2003' format only, any Modification in file format or changing name of file will results into non-acceptance of your Offer by e-Procurement System.
- 2.] Please save your BOQ sheet (Price bid) without changing its name & format and upload this Completed BOQ sheet with your quoted rates in Finance cover as per instruction given above.
- 3] For any queries and help please contact RCF Helpdesk Number-022-2552 2760 or contacts given on first page of Tender documents.
- 4] Kindly fill data in Price bid (BOQ Sheet) as per following Instruction only.
- 5] Bidders Name: Kindly put complete name of bidding firm/company.
- 6] **RATES TO BE QUOTED: UNDER GST SCENERIO (PRICE BID –BOQ) .**

(i) FOR TRANSPORTATION FROM RAKE POINT/WAREHOUSE: Only BASIC RATES to be quoted for transportation to all KM Slabs, and transportation to local warehouse which are INCLUSIVE OF WARAI CHARGES AND ALL OTHER CHARGES BUT EXCLUSIVE OF GST.

GST on transportation will be paid by RCF as per applicable rates under Reverse Charge Mechanism

OR

Transporter has option to pay GST on transportation under forward charge Mechanism. GST rate is 12% 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 – XV.

(ii) FOR HANDLING OPERATIONS AT RAKE POINT: Only BASIC RATES to be quoted for handling operations starting from unloading from wagons & stacking on platform to de-stacking & loading into trucks and/or also directly loading into trucks from wagon. However in case of imported products, the material will be unloaded on platform from wagons and again loaded into trucks. Which are INCLUSIVE OF WARAI CHARGES AND ALL OTHER CHARGES BUT EXCLUSIVE OF GST.

GST as applicable on handling operations will have to be paid by Contractor to Government and the same will be reimbursed by RCF to Contractor. At present GST rate applicable on handling operations is 18%.

- 7] Blank field or cell in any of the BOQ will be considered as a 'regret by the tenderer'.

To be printed by the bidder on their Company's letterhead and to be signed, stamped, scanned and uploaded / submitted with the bid as per the conditions given in the tender to be uploaded in PACKET No.1

Bid Security Declaration Form

Date: ____ / ____ / ____

RCF Tender Enquiry No. HT_KHAMGAON_2021-22

Title of the Tender: _____

To,

M/s Rashtriya Chemicals and Fertilizers Limited.

Amravati. Unit.

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 and Fertilizers Limited. (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.
- ii) in case We are awarded the contract and fail to sign and accept the same or refused to execute the contract.
- 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 : _____ day of _____ 20____

Place :

Seal of the Bidder Company

(Sign and Seal of Tenderer/Authorized person)

ANNEXURE-I-A**INSTRUCTIONS TO TENDERERS/SUBMISSION OF TENDERS/METHODOLOGY OF RATES TO BE QUOTED/ VALIDITY /EVALUATION CRITERIA / BASIS OF AWARD OF CONTRACT/CONFIRMATION BY TENDERER:.****1.00 INSTRUCTIONS:**

- 1.01 Based on quotations received by e-tender system and subsequent e-RA / Negotiations & finalization of rates, RCF reserves the right, to award the said contracts.
- 1.02 The contract will be awarded on overall evaluated e-RA/Negotiated Lowest Tender Basis.
- 1.03 Out of firms having one or more common Partners / Directors / Proprietor, only one firm will be eligible to quote.
- 1.04 The company reserves the right to issue or reject the tender documents to any Party without assigning any reason thereof.
- 1.05 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.
- 1.06 RCF reserves the right to split up work amongst two or more tenderers.

2.0 Submission of tenders:

- 2.01 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 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.

“One time clarification/shortfall, regarding documents will be obtained by e-tender system, as shortfall submission.

Methodology of uploading of rates: The rates to be uploaded /quoted by the Tenderer in ITEM RATE BOQ (PRICE-BID) as under:

Sr. No.	Item			RATES TO BE QUOTED UNDER GST SCENERIO
1	0-15 KM	FLAT RATE	Rs./MT	i) FOR TRANSPORTATION FROM RAKE POINT/WAREHOUSE: Only BASIC RATES to be quoted for transportation to all KM Slabs, and transportation to local warehouse which are INCLUSIVE OF WARAI CHARGES AND ALL OTHER CHARGES BUT EXCLUSIVE OF ALL GST.
2	Other Slabs	GRADIENT RATES	Rs./MT/KM	
3	Transp. To Local Warehouse	FLAT RATE	Rs./MT	
4	Rake handling (Unloading from wagons & stacking at Platform, De-stacking & loading into trucks)	FLAT RATE	Rs./MT	ii) FOR SINGLE RATE OF RAKE HANDLING AT RAKE POINT : Only BASIC RATE to be quoted for handling operations starting from unloading from wagons & stacking on platform to de-stacking& loading into trucks and/or also directly loading into trucks from wagon which are INCLUSIVE OF WARAI CHARGES AND ALL OTHER CHARGES BUT EXCLUSIVE OF GST. However in case of imported products, the material will be unloaded on platform from wagons and again loaded into trucks.

The example for rates to be quoted and evaluation of rates is given below at Sr. No. 5.0.

- 2.02 The tenderer has to quote for all the slabs and unloading & loading as per price bid (ITEM RATE BOQ), failing 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 120 days** from the date of opening 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 120 days (four months) 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 said Rake-point / warehouse and will also not be eligible for immediate next empanelment for a minimum period of one year, which may extend up to five years by RCF.

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 i.e. BOQ given with tender to be uploaded strictly as per the format available with the tender, failing which the offer is liable for rejection **(renaming or changing format of BOQ sheet will not be accepted by system)**.

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

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

- I) Please note that **e-procurement system accepts 'Microsoft Excel 97-2003' format only**, any modification in file format or changing name of file will results into non-acceptance of your offer by e-Procurement System.
- II) Please save your BOQ sheet (Price bid) without changing it's name & format and upload this completed BOQ sheet with your quoted rates in Finance Envelope.
- III) **For any queries and help please contact RCF Helpdesk Number-022-2552 2760 or contacts given on first page of Tender documents.**

3.5 **Kindly fill data in Price bids (BOQ 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 Rake – handling and transportation jobs in respect of fertilizers from said **Rake point / Warehouse 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 :

Transportation Rates	BASIC RATE INCLUSIVE OF ALL CHARGES BUT EXCLUSIVE OF GST	0-15 KM (FLAT RATE)	(RS/MT)
		16-50 KM (GRADIENT RATE)	(RS/MT/KM)
		51-100 KM (GRADIENT RATE)	(RS/MT/KM)
		101-150 KM (GRADIENT RATE)	(RS/MT/KM)
		151-200 KM (GRADIENT RATE)	(RS/MT/KM)
		201-250 KM (GRADIENT RATE)	(RS/MT/KM)
		Transportation to Local Warehouse (FLAT RATE)	(RS/MT)
Rake Handling Rate	RAKE HANDLING (Only BASIC RATE to be quoted for handling operations starting from unloading from wagons & stacking on platform to de-stacking & loading into trucks and/or also directly loading into trucks from wagon. However in case of imported products, the material will be unloaded on platform from wagons and again loaded into trucks which are INCLUSIVE OF WARAI CHARGES AND ALL OTHER CHARGES BUT EXCLUSIVE OF GST.)		(RS/MT)

5.0 EVALUATION OF RATES : Assuming if the rates are as follows:

Sr. No.	Slab	Lead Distance (KM) for arriving at L-1	Rate in Rs. Per M.T. (for example) BASIC RATE INCLUSIVE OF ALL CHARGES BUT EXCLUSIVE OF GST
A	0 to 15 Kms.	15 KM	Rs. 200.00 (Rupees Two hundred & paise zero)
B	16 -50 KM	35 KM	Rs. 4.00 (Rupees four & paise zero only)
C	51 – 100 KM	75 KM	Rs. 3.00 (Rupees three & paise zero only)
D	101 – 150 KM	125 KM	Rs. 2.00 (Rupees two & paise zero only)
E	151 – 200 KM	175 KM	Rs. 1.00 (Rupees one & paise zero only)
F	201-250 KM	225 KM	Rs. 0.50 (Fifty paise only)
G	Transp. to Local W/H	Flat	Rs. 50.00 (Rupees Fifty & zero paise only)
H	RAKE HANDLING (Only BASIC RATE to be quoted for handling operations starting from unloading from wagons & stacking on platform to de-stacking & loading into trucks and/or also directly loading into trucks from wagon. However in case of imported products, the material will be unloaded on platform from wagons and again loaded into trucks which are INCLUSIVE OF WARAI CHARGES AND ALL OTHER CHARGES BUT EXCLUSIVE OF GST.)		Rs. 100.00 (Rupees Hundred only)

1) For Slab-wise movement at 75 Kms., the rate will be as under

For transportation	<p>I) For local movement up to 15 KM =Rs. 200.00</p> <p>II) + movement in next Slab (16-50 KM) = [35-15 KM] = 20 KM X Rs. 4.00] = Rs. 80.00</p> <p>III) + Movement in next slab [51-100 KM] = [50-35 KM] = 15 KM X Rs. 4.00 =Rs. 60.00) + [75-50 KM] = 25 KM X Rs. 3.00 =Rs. 75.00</p> <p>Thus total for 75 KM = Rs.200.00 + Rs. 80.00 + Rs. 60.00 + Rs.75.00 = Rs. 415.00 per MT</p> <p>+ Transportation to local W.H. =Rs.50.00</p>
For Handling (Unloading & Loading)	Basic rate for unloading and loading = Rs. 100.00 per MT
Grand total = Rs. 415.00 (GST extra will be paid by RCF Under Reverse charge mechanism) + Rs. 50.00 for transportation to local W.H. + Rs. 100.00 (GST extra will be reimbursed to the Contractor) = Rs. 565.00 /MT	

The above is example for Tenderers information; however the payment will be made for the actual H&T work done.

6.00 BASIS 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 e-RA event, if required, will be re-conducted and the defaulting party / parties will be disqualified from participation in such re-conducted e-RA event."RCF's decision in this regard will be final.

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

7.00 I/we confirm the followings :-

- I. 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.
- II. 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.
- III. **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.**
- IV. 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.
- V. 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 rake point and maximum three days for lifting from warehouse). 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 will be payable by me/us + GST.**
- VI. I/We hereby agree that the rates quoted and accepted by us will remain firm throughout the contract period.
- VII. I/We, hereby declare that one or more partners/ Directors /proprietor is not common with other firms who has quoted for this tender.
- VIII. 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 bank approved by the company as per list attached in NIT.
- IX. 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 & Handling
- X. **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.**
- XI. In case of non-fulfillment of contract terms and conditions, I/We agree to the forfeiture of Security Deposit by the Company.
- XII. 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 Co-ordinator of RCF)

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ANNEXURE – II

Please fill the details in front of each criteria mentioned below and upload in PACKET No. 2	
Please upload Scanned copies of SUPPORTING DOCUMENTS in PACKET No.3	
<u>PRE-QUALIFICATION DETAILS</u>	
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	Enclose certified copies of documents
7. Names of the Contact person:	Mr.
8. Telephone No. of contact person ----- Mobile no. -----	
9. Name & designation of Authorized signatory	Authorised 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. Details of Godown Facility. (if any) : Class of Construction. Area Sq. Ft./ Capacity-MT	Area of Godown.

Sr.	III –CRITERIA FOR TECHNICAL EXPERTISE.					
1	WORK EXPERIENCE: The Tenderer should have Work experience of having successfully completed rake handling and 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.					
	In case of tenderer is RCF's contractor in last seven years, then in addition to documents uploaded in shortfall, 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.					
	A	One similar completed work costing not less than the amount of :			Rs.71.27 Lakh	
	OR					
	B	Two similar completed works each costing not less than the amount of :			Rs.47.51 Lakh	
	OR					
	C	Three similar completed works each costing not less than the amount of :			Rs. 35.63 Lakh	
	Sr	EXPERIENCE CERTIFICATE to be given as under.				
		Name of the Client served	Contract Period	Product handled	Volume in MT	Value of contract executed
I						
ii						
iii						
2	Whether your Firm / Company is blacklisted by any other Public Sector, / Govt. /Quasi Govt. Organization or any other client.			<input type="checkbox"/> YES <input type="checkbox"/> NO (if YES please furnish details in packet-3)		
3	Whether your contract was terminated before expiry of Contract period or Security Deposit / E.M.D. forfeited by RCF OR any other public sector / Govt./Quasi-Govt. organization / : any other client			<input type="checkbox"/> YES <input type="checkbox"/> NO (if YES please furnish details in packet-3)		
4	Whether Proprietor/Partner/Director (as applicable) has been prosecuted by any Judicial Court for any Criminal Breach of Trust.:			<input type="checkbox"/> YES <input type="checkbox"/> NO (if YES please furnish details in packet-3)		
5	DETAILS OF SISTER CONCERNS (if any) a) Name & Address b)Activities engaged in by Sister Concern c) Names, Addresses & Telephone Nos. of Proprietors/ Directors/ Partners of sister concern			<input type="checkbox"/> YES <input type="checkbox"/> NO (if YES please furnish details in packet-3)		
NOTE: (I) The blacklisted parties by RCF or Govt. /Quasi Govt. Organization are liable for disqualification. 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 prosecuted 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 EMD & Solvency/credit ratings from CRISIL, ICRA etc of those party will be considered who are pre-qualified for the contract value of the said tender.						

IV –CRITERIA FOR FINANCIAL WORTHINESS.		
1	Name of Bankers & Address & Tel. No.	
2		Value(Rs)
	The Solvency certificate should be issued by the Bank not before one year from the scheduled last date of submission of Tender. OR	Rs.47.51 Lakh
	Financing/credit limits from bank(valid as on date of submission of offer) OR	
	Credit rating certificate from reputed institution such as CRISIL, ICRA etc(valid as on date of submission of offer)	
Details of Bank Solvency/credit ratings /Credit Limits : Name of Bank/Institution : _____ Certificate date: _____ Solvency/CC Value: _____ Rating(for CRISIL/ICRA)_____		
(3-a) Average Annual Certified / Audited financial Turnover during last successive three years ending 31st March of the previous year , should be at least of : Rs. 47.51 Lakhs. (Not prior to FY 2017-18). (Certificate/documents issued by Chartered Accountant only with UDIN number will be valid and accepted)		
(3-b) However, the party should have Turnover of at least Rs. 35.63 Lakhs in each year in the last successive three years ending 31st March of the previous year. (Not prior to FY 2017-18).		
3	(3-c) Please upload Average Annual *Certified / Audited financial Turnover Certificate during last successive three years ending 31st March of the previous year(* certified by Chartered Accountant)	
	Sr	Audited Financial Year
	I	
	ii	
	iii	
	Average Turnover for last successive 3 years =	
4	Income Tax PAN No. of the Firm	PAN No. _____ (Enclose copy of PAN Card).
5	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
6	Enclose copy of Acknowledgement of Income Tax Return filed for latest financial year.	Enclose copies of I.T. returns
7	Sr. No.	Full name of Partners/ Director
	1	
	2	
	3	
	4	

8	<p>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.</p> <p>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)</p>	<input type="checkbox"/> COMMON <input type="checkbox"/> NOT COMMON (If Common -please furnish details in packet-3.)
9	<p>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).</p> <p>If the tender is common with RCF employee, then the name of RCF employee along with relationship should be given.(Tick as applicable)</p>	<input type="checkbox"/> Has relationship <input type="checkbox"/> Has no relationship (If has relationship - please furnish details in packet-3.)
10	<p>Declaration about relationship with AUTHORISED FERTILIZER DEALER of RCF IN RESPECTIVE STATE.</p> <p>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 rake point.</p> <p>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 and will not be eligible for empanelment for a minimum period of 24 months.</p>	<input type="checkbox"/> COMMON <input type="checkbox"/> NOT COMMON (If COMMON -please furnish details in packet-3.)
11	<p>Whether you are registered under Micro, Small & Medium – MSME - Enterprise Act 2006, and if yes, please submit the Registration certificate with UDYAM REGISTRATION NUMBER</p> <p>Pl. write UDYAM REGISTRATION NUMBER</p> <p>No. -----</p>	<input type="checkbox"/> YES (If yes pl. write UAM No.) <input type="checkbox"/> NO (If YES please furnish details as attachments.)
12	<p>If MSME whether an SC/ST enterprises (Certificate from Tahsildar / Competent authority is to be furnished)</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO (if YES please furnish details as attachments.)
<p>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.</p> <p style="text-align: right;">(Signature & Seal of Proprietor / Authorized Signatory)</p> <p style="text-align: center;">*****</p>		

SCOPE OF WORK & TERMS AND CONDITIONS OF CONTRACT.(PART-A)

- 1.00** Rashtriya Chemicals & Fertilizers Ltd, invites e-tenders for handling & transportation of fertilizers in bags of 50 Kgs., 45 Kgs., 25 Kgs., and / or 10 Kg each etc. and also Minikit bags from said **Rake point/warehouse** to various destinations of said district and other destinations of said State. The contract involves handling and 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
- 1.01 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 said rake point/ warehouse.
- 1.02 The Transporter should note the following points during handling /transportation of materials.
- 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.
 - 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 said rake-point / warehouse.
 - 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.
 - 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.

2.0 DEFINITION:- As mentioned above

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 slabs/Items covered in the PRICE BID (BOQ), failing which their tender is liable to be rejected.
- 3.03 The rates quoted in the tender are to hold good for a period **of 120 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 120 days (four months) 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 said Rake-point / warehouse and will also not be eligible for immediate next empanelment for a minimum period of one year, which can extend up to five years by RCF.

- 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, 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 VALIDITY OF TENDERS:

4.01 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.

ACCEPTANCE OF TENDER:-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:

To reject any or all tenders.

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

5.00 PERIOD OF CONTRACT:

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' notice.

It is further agreed that the Company may forfeit the Security Deposit on refusal/failures of the contractor to work promised herein above.

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

- 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) **BASE RATE:** Base rate will be the rate on e-RA 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.

- c) 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
1 st to 15 th September, 2017	16 th to 31 st August, 2017
16 th to 30 th September, 2017	1 st to 15 th September, 2017

- e) Any upward/downward revision in diesel price in cities other than the city of the **KHAMGAON** Rake point will not be considered for escalation/ reduction in transportation rates.
- f) The information of diesel rates will be obtained from website: www.mypetrolprice.com or <http://www.transportguru.in> whichever is available and whichever is lower.

- 6.01 Two separate rates of transportation are invited, one pertaining to gradient basis-, slab-wise movement and the second pertaining to movement to local warehouse. **The transportation rate for movement to local warehouse is on flat rate basis and no diesel impact will be considered for this movement from Railhead to warehouse.**

7.00 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 **Amravati** 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 7 days from the date of 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 Said rake-point / Warehouse AND also will not

be eligible for immediate next empanelment for minimum period of one year which may extend up to five years by RCF at said Road Rake-point / Warehouse.

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 as under:

Contract value (Rs.)	Rate of S.D.
Total contract value	@ 3%

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

8.00 PERFORMANCE/TERMINATION OF THE CONTRACT:

- 8.01 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.
- 8.02 In case it is found that any information furnished by the contractor is false or incorrect, **Area Incharge** 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:

9.01 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.

9.02 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.

9.03 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 rake point and maximum three days for lifting from warehouse). 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 rake-point / warehouse 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).

11.00 Indemnity:

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.

12.00 TRANSPORTATION FROM RAILWAY STATION

The Transport Contractor will undertake the job of operation at Railway stations starting from unloading from the wagons upto loading into trucks within stipulated time. These charges will be as per rates finalized in the contract. No Hundekari charges will be paid. The Transport Contractor will be responsible for any demurrage/ Warfage charges to be paid to the Railways.

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 for a minimum period of 24 months. 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.

16.00 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.

17.00 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.9.03.

- i) Stop further requisitions of trucks for some or all orders, from the contractor for such period as deemed necessary by the company.
- ii) Get the transportation work executed for some or all orders through any other party at RISK & COST of the contractor.
- iii) Get the transportation work done for balance period of the contract through any other party at RISK & COST of the contractor.
- iv) To undertake any other measures deemed fit in order to supply the material considering time as the essence of contract.
- v) 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 Rake-point / Warehouse and also will not be eligible for immediate next empanelment for the minimum period of one year which may be extended for five years by RCF.
- VI. 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 deemed necessary by the company and the same is acceptable to the contractor.

18.00 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 time being 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.

19.00 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.

20.00 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.

21.00 Inconveniences to the Public:

The contractor shall not deposit material on any site, which may cause inconvenience to the public. **Area In Charge** 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.

22.00 Contractor to be liable for all taxes etc.:

- (i) FOR TRANSPORTATION FROM RAKE POINT/WAREHOUSE: Only BASIC RATES to be quoted for transportation to all KM Slabs, and transportation to local warehouse which are INCLUSIVE OF WARAI CHARGES AND ALL OTHER CHARGES BUT EXCLUSIVE OF GST.
- (ii) FOR HANDLING OPERATIONS AT RAKE POINT : Only BASIC RATES to be quoted for handling operations starting from unloading from wagons & stacking on platform to de-stacking& loading into trucks. However in case of imported products, the material will be unloaded on platform from wagons and again loaded into trucks which are **INCLUSIVE OF WARAI CHARGES AND ALL OTHER CHARGES BUT EXCLUSIVE OF GST.**

GST on transportation will be paid by RCF as per applicable rates under Reverse Charge Mechanism.

OR

Transporter has option to pay GST on transportation under forward charge Mechanism. GST rate is 12% 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 – XV.

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.

23.00 Contractor not to engage unsuitable employees

The contractor shall on instructions of the Area In Charge, immediately dismiss, from the works any person employed thereon, who may misbehave or cause any nuisance or be otherwise, in the opinion of Area In Charge, , 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.

24.00 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.

25.00 Termination of contract owing to default of contractor

25.01 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 9.02 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 **25.01 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 notwithstanding be exercisable in the event if any future case of default by the contractor for which his liability for past and future remains unaffected.

26.00 Right 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 25.01** 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.
- b) 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.

27.00 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.

28.00 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.

29.00 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.

30.00 DELIVERY OF MATERIAL:

- 30.01 The contractor shall deliver the material to the consignee at the address as mentioned in the delivery challan issued by the consignor within 3 days from the date of dispatch of material.
- 30.02 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 said rake-point / warehouse.
- 30.03 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 E-WAY Bill.

31.00 TERMS OF PAYMENT

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

- 31.02** (a.) The Bill/Invoice submitted by H&T contractor should be GST compliant.
- (b) For availing the Input Tax Credit (ITC) by RCF (Principle) on handling, the transporter has to follow **GST Norms as per Annexure – XV** and the GST rules in vogue like:
- i. The H&T contractor has to do GST registration and submit the GST number.
 - ii. The H&T contractor has to deposit GST within the stipulated time.
 - iii. The H&T 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 H&T contractor, the same will be recovered from the running bill of the H&T contractor.

31.03 Payment of Bills : The 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.

Submission of Bills : Tax compliant transportation bill 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 (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 withheld full cost of material and transportation cost due to non-submission of acknowledgement.

32.00 DIVERSION:

In case, the Contractor is directed in writing by an Officer of the Company or in-charge of the warehouse 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.

33.00 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.

34.00 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.

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

OTHER TERMS AND CONDITIONS (PART-B)

1. Prequalification empanelment will be done for said **RAKE POINT**. However, RCF Ltd. reserves the right to call tenders through RCF website/CPP 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. The empanelled H&T 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.
3. 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.
4. Suitable parties will update documents from time to time such as income tax certificate etc.
5. 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. Empanelled H&T Contractors can also obtain intimation letter / tender documents by hand delivery through authorized representative.
6. If any information given is found to be untrue, RCF reserves right to terminate the contract without any notice or assigning any reason thereof.
7. Empanelled H&T 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.
8. Empanelled H&T contractors will be communicated for NIT/Price bid submission for all other rake points/warehouse contracts, within the jurisdiction of the Area/State office, in the prequalification period.
9. Terms and Conditions of each H&T 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.
10. Empanelled H&T Contractor with RCF, does not indicate certification of financial soundness or professional competency of the contractor and RCF will neither be responsible for any third party nor to the Empanelled H&T contractor.
11. Contract with RCF, cannot be assessed for goodwill of the H&T Contractor and RCF is not liable in any way for that or for the damages whatsoever arising out of termination of contract with RCF.
12. RCF in whatsoever manner will neither issue any certificate regarding Empanelment of H&T contractor nor assert any communication from third party to that effect.
13. If Empanelled H&T Contractor's firm becomes bankrupt/ insolvent/ goes in-to liquidation/ referred to BIFR, during empanelled period same must be communicated to RCF.
14. 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.

15. In any of the tender if the empanelled H&T Contractor withdraws/ revises/revokes/ or shows unwillingness to conform with his offer during the stipulated period given in bids, the empanelled H&T contractor is liable for de-listing from RCF and also will not be eligible for immediate next empanelment for minimum period of one year to five years .
16. The contractor whose EMD is forfeited is liable for de-listing from RCF and also will not be eligible for immediate next empanelment for minimum period of one year which can be extended to five years by RCF.
17. 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 and also will not be eligible for immediate next empanelment for minimum period of one year which can be extended to five years by RCF.
18. Panel of short listed H&T contractors is a mailing list prepared for the convenience of the company. The company can cancel the empanelment with notice to H&T contractor without giving any reason.
19. Panel of H&T contractors may be used also for inviting tenders for fertilizers / all manufacture & traded products, empty bags etc. handled by Marketing department of RCF.
20. 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.
21. Counter conditions by the applicant shall render his application liable for rejection.
22. The H&T 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.

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ANNEXURE – IV**e-Reverse Auction. (e-RA)**

- 1) **e-Reverse** : The price bid opening will be followed by participation in e-Reverse Auction for the finalization of contracts. further details about e-Revere Auction are given below.
The bidders should have a **valid digital signature certificate** issued by any of the valid Certifying Authorities to participate in the online tender auction, bidder should make sure that their digital signature certificate should be valid at the time of reverse auction to avoid any last minute hassles.
- 2) In case of non-availability of Digital Signature certificate, bidders may contact our following present service provider M/s e-Procurement Technologies Ltd.
- 3) **Name of Service provider : M/s e-Procurement Technologies Ltd.**
- 4)

Name of Service provider : M/s e-Procurement Technologies Ltd. <u>(Tel. No. 079-4027 0562/0569/0589/0591/0593)</u>				
Sr. No.	Name of officer	Office Tel. No.	Mobile No.	e-mail ID
1	Ms.Komal Dave	079 6813 6848	9904407997	komal.d@eptl.in
2	Mr. Safwan Ansari	079 6813 6872	9879996111	safwan@eptl.in
3	Mr. Ajay Pethani	079 6813 6828	9510813067	ajay.pethani@eptl.in
4	Mr.Devendra	079 6813 6833		devendra@eptl.in
5	Mr.Nandan	079 6813 6850		nandan.v@eptl.in
6	Mr.Satya Narayan Behra		090040 14223	satyanarayan@abcprocure.com

- 5) **e-Reverse Auction:** Techno-commercially qualified parties shall only be allowed to participate in the e-Reverse Auction.

The processing of offers after Price Bid opening shall be carried out through **e-Reverse Auction**. Modalities, detailed instructions & guidance for e-Reverse Auction shall be extended by RCF and the agency tied-up by RCF for providing the platform and conducting e-Reverse Auction.

A. Modalities & General Terms and Conditions of e-reverse auction:

The following steps noted below shall be the general methodology for carrying out the process of e-Reverse auction. Please note that some of the steps enumerated may vary or be replaced / deleted in order to accommodate for certain systemic or procedural requirements:

1. It is mandatory for tenderer to have a **valid digital signature certificate** issued by any of the valid Certifying Authority approved by Government of India for participation in e-reverse auction event at the time of submission of offer. The cost of digital signature will be borne by respective tenderer.
2. After opening the price bids and arriving at evaluated cost to RCF, the tenderers whose price bids have been opened shall be required to participate in the Reverse Auction event conducted by the RCF.

3. RCF will provide all necessary training and assistance before commencement of on line bidding on Internet through RCF's authorized service provider. RCF will inform the tenderers in writing the details of service provider including contact details to enable them to contact and get trained.
4. Tenderers have to enclose duly signed & filled-in **Process Compliance form** in the prescribed format (**as per Annexure-III**) along-with pre-qualification application. Without this said form, the tenderer will not be eligible to participate in the tender.

B. Business Rule for e-Reverse Auction:

Please go through the guidelines carefully given below and submit your acceptance to the same in the attached "**Process Compliance Form**" along with the un-priced commercial bid.

1. Reverse Auction (On-Line Bidding) on Internet shall be conducted by RCF, on pre-specified time & date; the tenderers shall be quoting from their own offices/ place of their choice. Internet connectivity and other paraphernalia requirements shall have to be ensured by tenderers themselves. In order to ward-off such contingent situation like internet connectivity failure, power failure etc., tenderers are requested to make all the necessary arrangements / alternatives whatever required so that they are able to circumvent such situation and still be able to participate in the reverse auction successfully. However, the tenderers are requested to not to wait till the last moment to quote their bids to avoid any such complex situations. It is to be noted that either RCF or RCF'S SERVICE PROVIDER shall not be responsible for these unforeseen circumstances
2. RCF'S SERVICE PROVIDER shall arrange to train the nominated person(s) of the tenderer, without any cost. Service provider shall also explain all the Rules related to the Reverse Auction mentioned in the Business Rules Document to be adopted, as per NIT.
3. **OPENING BID PRICE (START PRICE) & BID DECREMENT VALUE:** The opening bid price/start price of the Reverse Auction and the bid decrement value shall be available to the tenderers on their respective bidding screen. It shall be RCF's discretion to use the Lowest Evaluated Cost (Unit Rate) obtained amongst the Price Bids opened or any other price as decided by RCF as the 'Opening Bid Price' for the e-Reverse Auction. The decrement value is the value decided by RCF for reduction in Start price. The tenderer has to reduce the start price in one decrement value or in multiples of decrement value. Any reduction in price other than one decrement value or in multiples of decrement value, will be treated as invalid bid and which will be rejected in the reverse auction. (for example, Say OPENING BID PRICE (START PRICE) is Rs. 1,00,000, the decrement value is Rs. 500 or multiples of Rs. 500 then 99500, 99000, 98500, 98000 etc. are examples of valid bid, whereas 99800, 99200, 98700 or 98100 etc. are examples of invalid bids.

4. PROCEDURE FOR REVERSE AUCTIONING:

- a. **e-Reverse Auction:** RCF will declare its **Opening Bid Price (OP) or START PRICE** , which shall be displayed to all tenderers during the start of the Reverse Auction. The tenderer will be required to start bidding after announcement of Opening Bid Price and decrement amount. Opening Price displayed on screen is evaluated price to RCF. The first online bid and the subsequent bids, received in the system during the event shall be less than the Auction's opening bid price by one decrement or multiples of decrement.
- b. **The e-Reverse Auction should be carried out with utmost care.** Any bid which is found to be absurd and irrational shall be discarded. Further, the bidder who has given such bid shall be disqualified from further participation for this tender. In case due to any such error, the event is required to be re-conducted, the defaulting party/parties shall be disqualified from such re-conducted e-Reverse Auction event.
- c. Reverse Auction shall be for a period of 60 minutes or as per RCF's requirement. If a tenderer places a bid in the last **5 minutes** of closing of the Reverse Auction and if that bid gets accepted, then the auction's duration shall get extended automatically for another **5 minutes**, for the entire auction (i.e. for all the items in the auction), from the time that bid comes in. The auto-extension will take place only if a bid is received & accepted in those last **5 minutes**. If the bid does not get accepted, the

auto-extension will not take place. In case, there is no bid in the last **5 minutes** of closing of Reverse Auction, the auction shall get closed automatically without any extension. **However, tenderers are advised not to wait till the last minute or last few seconds to enter their bid during the auto-extension period to avoid complications related with internet connectivity, network problems, system crash down, power failure, etc.**

- d. After the completion of Reverse Auction, the **Closing / Final Price (CP)** shall be available on auction screen.
5. **After completion of the reverse auction, the Lowest tenderer (L-1 tenderer) is the tenderer who has quoted lowest final closing price in reverse auction. The impact of % reduction in start price or opening bid price shall be applied to all items of price bid in the same proportion. The rates after e-RA will be Adjusted to first two digit rates of all items as final adjusted e-RA rates.. Such adjusted rates will be informed by RCF to e-RA lowest tenderer. The lowest tenderer has to submit such adjusted e-RA rates with Sign & Seal on their letterhead as acceptance/confirmation of rates**
6. During e-Reverse Auction, if no bid is received within the specified time, RCF, at its sole discretion, may decide to reschedule / scrap the Reverse Auction process / proceed with conventional mode of tendering / or finalize the tender based on Prices Bid submitted in the envelope.
7. Placement of order on the conclusion of e-Reverse Auction shall be at the discretion of RCF. Bids once made by tenderer, cannot be cancelled or withdrawn.
8. It shall be the prerogative of RCF to offer the Final / Closing Price of Reverse Auction to the other bidders for matching in case RCF decides to have more than one supplier. The bidders shall be offered to confirm FINAL / Closing Price in Reverse Auction in sequence of their ranking in Final Price offered during Reverse Auction event.
9. The tenderer shall be assigned a **Unique User Name & Password** by RCF'S SERVICE PROVIDER. The tenderer are advised to change the Password and edit the information in the Registration Page after the receipt of initial Password from RCF'S SERVICE PROVIDER to ensure confidentiality. All bids made from the Login ID given to tenderer will be deemed to have been made by them.
10. The tenderer will be able to view the following on screen along with the necessary fields in the Reverse Auction:
 - Leading Bid in the Auction (Current Lowest Rate)
 - Bid placed during the event .and Opening Price & Decrement Value.
11. 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.
12. 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.
13. The Tenderer shall not divulge particulars of his Bids or any other exclusive details of RCF to any other party.
14. RCF and/or RCF'S SERVICE PROVIDER shall not have any liability to Tenderers for any interruption or delay in access to the site irrespective of the cause.
15. RCF and/or RCF'S SERVICE PROVIDER is not responsible for any damages, including damages that result from, but are not limited to negligence.
16. RCF and/or RCF'S SERVICE PROVIDER 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.
17. RCF may, at its sole discretion, cancel the e-RA event or the tender itself, before / during or after the e-RA event.
18. RCF reserves the right to conduct negotiations if required with the L1 bidder after the eRA event.

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. N o.	(A) NATIONALISED BANKS (20 Nos.)	Sr. No.	(B) OTHER PRIVATE BANKS (17 Nos.)	Sr. N o.	(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				

Certificate of Site Visit by Bidder

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

Dear Sir,

**Sub:-Tender for appointment of transport contractor at Khamgon Rake points/Warehouses, for
fertilizer movement.**

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

FORMAT FOR SOLVENCY CERTIFICATE
(To be submitted on Bank's Letter Head)

REF NO:.....

DATE:.....

To Whomsoever Concerned

This is to certify that to the best of our knowledge and information, M/s _____
(Bidders name with complete address), a customer of our Bank, is respectable, and is capable of
executing orders to the extent of Rs_____ (Rupees_____). M/s
_____ have been our customer since _____ to date and has been granted the
following limits, at present, against various facilities granted by the Bank:

.....

.....

This certificate is issued without any guarantee, risk or responsibility on behalf of the Bank or any of
its officials.

This certificate is issued at the specific request of the customer.

Yours faithfully,
(Bank Official's signature & stamp)

BENEFITS TO MICRO AND SMALL ENTERPRISES (MSME):

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
- AadharUdyog Memorandum

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

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

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

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

(b) Purchase Preference for MSE:

In tenders, where the L1 (evaluated price) bidder is a non-MSME, 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:

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

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

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

.....

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 Authorised Official of bank

Name of the Official:

Designation of the Official:

Name of Bank:

Branch:

Address of Branch:

Telephone / Mobile No :

Fax No:

Email Id:

(On Rs., 500/- STAMP PAPER)

AGREEMENT FOR RAKE HANDLING & TRANSPORT

1. THIS AGREEMENT made at _____ on the _____ of _____ 2019 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 handling & transporting fertilizers from _____ rake point/Warehouse. 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 (BOQ) letter and work order No. Mktg/ / dated _____ will form the part of the contract.
2. The contractor agrees to work as Handling & transport contractor for handling fertilizers at _____ rake point and transporting fertilizers from _____ rake point/warehouse to various destinations in _____ district and other destinations of 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 handling of fertilizers at railhead and during transportation of the same to various destinations. 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 H&T contractors for handling and 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 handling& Transportation operations

The contractor shall be paid at the following rates: -

Sl.No.	Slab	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, equipments, 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) WITNESSES:-

1) _____

2) _____

Disciplinary Measures governing Terms and Conditions of H&T Contracts.**HOLIDAY OF VENDORS / CONTRACTORS (H&T Contractors):-**

In the following circumstances, vendors / contractors may be put on 'holiday list', for a duration minimum of one year and maximum of three years by the company.

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

Important: Before a party is put on holiday, the shortcomings will be brought to the notice of the party, in writing, and proper notice will be given in writing of the intention of RCF to put on Holiday if the Party does not rectify the breaches within a specified period of time. Such action would be in addition to other remedies that would be exercised by RCF. The Party will be on Holiday in all the Units of the Company.

1.0) DELISTING OF VENDORS/CONTRACTORS:-

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

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

Necessary action will be taken on the vendors/suppliers on case to case basis.

2.0) DELISTED VENDORS ON HOLIDAY LIST :-

The vendors who are put on the holiday list, can be reinstated with the approval of the competent authority after reviewing their status with respect to the reasons of default after completion of the period of holiday.

3.0) BLACKLISTING OF PARTIES :-

A Party (vendor / tenderer / bidder / supplier / contractor as the case may) may be black-listed by the company where:-

- a) There are sufficient and strong reasons to believe that the Party or his employee has been guilty of unethical or malpractice(s) including formation of **cartel**,* bribery, corruption and fraud including substitution and in execution of PO/WO, smuggling, pilfering, unauthorized use of or disposal of Company's property / materials issued for specific work or

- b) Party continuously refuses to pay Company's dues without showing adequate reasons or
- c) Party (proprietor or any partner(s) or his representative) has been convicted by a court of law for offence involving moral turpitude in relation to business dealing(s) or
- d) Security considerations including suspected security considerations to the Company is envisaged.

As per chapter 1, Definitions 2 (c) of Competition Act 2002 "cartel" includes an association of producers, sellers, distributors, traders or service providers who, by agreement amongst themselves, limit, control or attempt to control the production, distribution, sale or price of, or, trade in goods or provision of services:

(Cartel:- By the word cartel in H&T tenders it is meant that creation of a situation where two or more parties come together to form a group or nexus amongst themselves with personal motives which are detrimental to the interest of the company. For e.g. Quoting the near similar rates in the same fashion or influencing the other tenderer for rate quotes)

Important: All the rules & regulations as per Competition commission of India constituted under Competition Act 2002 will be applicable and binding on all the participants. It is also mandatory for all the tenderers to indemnify the company that they will not involve themselves in any act of Cartelization .If they are found to be doing any form of cartel, the company is authorized to initiate suitable action against them as decided by the company.

In all the above cases from (a to d) a Show Cause notice as to why the party should not be Blacklisted will be sent to the Party. The notice will bring out clearly the reasons for considering the party for blacklisting and two weeks' time will be given to him to offer his explanation. If the explanation is not satisfactory, action / approval for blacklisting will be taken by the company. It is to be noted that the decision of forfeiture of EMD/SD will take by company and will be final and binding on the parties in this regard.

In case of vendors/suppliers/contractors registered for more than one item of supply /work the decision regarding blacklisting would apply to all the items of supply /works /units of the company.

i.e. In case of H&T contracts, if a contractor is awarded more than one H&T contracts plus contracts of various nature and if the contractor is proposed to be blacklisted he will automatically be blacklisted for all the contracts awarded by the company at any level.

The list of the blacklisted parties will be put on Company's web-site –www.rcfltd.com

Period of Blacklisting will be minimum 5 (five) years, in line with clauses of NIT/ Integrity Pact.

SD and EMD shall be forfeited, SD/EMD/available balance of other contracts, of the same vendor, shall also be considered for forfeiture, for recovery towards any risk and cost amount, if applicable. All the running contracts/other works will be terminated immediately, after blacklisting.

All the parties will indemnify RCF from any responsibility arising out of such acts of parties from Competition Act 2002 in vogue.

* * * * *

Declarations to be submitted as under in PACKET 4 on party's LETTER HEAD
DULY SIGNED AND SEALED "UNDERTAKING" as under ON LETTER HEAD.

I/We have read, understood and agreed for :

1. Instruction for tenderers for submission /uploading of tender.(Ann.I-A)
2. Methodology of uploading of rates in Price bid (BOQ).
3. Evaluation Criteria.
4. Basis of Award of Contract. /Validity of tenders.
5. Submission of Pre-qualification details
6. Submission of supporting Documents/Certificates for Pre-qualification.
7. Scope of Work, terms and conditions (PART-A) Other terms and conditions (PART-B).
8. e-Reverse Auction
9. List of approved Banks
10. Certificate of Site visit by tenderer.
11. Submission of Solvency certificate/ financing/credit limits from bank/ credit rating certificates(from CRISIL, ICRA etc).
12. Benefits of MSME
13. Format of Bank Guarantee.
14. Format of Agreement.
15. Disciplinary Measures governing Terms and Conditions of H&T Contracts.
16. Process Compliance Form (e-Tender & e-RA)
17. Submission of Vendor updation form
18. GST Norms
19. Integrity Pact

(Sign and Seal of Tenderer/Authorised person)

Duly Signed, sealed copy to be uploaded in PACKET No.4

Process Compliance Form (e-Tender & e-RA)- to be submitted on letter head.**(Tenderers are required to submit on letterhead, signed, stamp & upload in Packet-4)**

To

**M/s. RCF Ltd.
Amravati****Sub: Acceptance to the Process related Terms and Conditions for the e-Tendering & e-Reverse Auction (e-RA)**

Dear Sir,

This has reference to the Terms & Conditions for e-Tendering mentioned in the –

TENDER NO. E-TENDER_HT_KHAMGAON 2021_22

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 also confirm that we will undergo the training by RCF's SERVICE PROVIDER on the auction tool and the functionality of the same.
- 4) We will honor the Bid submitted by us during the e-tendering & e-Reverse Auction Process.
- 5) We give undertaking that if any mistake occurs while submitting the bid from our side, we will honor the same.
- 6) We are aware that if RCF has to carry out e-tender again due to our mistake, RCF has the right to disqualify us for this tender.
- 7) We confirm that RCF and RCF'S SERVICE PROVIDER shall not be liable & responsible in any manner whatsoever for my/our failure to access & bid on the e-Tender & e-auction platform due to loss or problems of :- Digital Signature Certificate (DSC), Internet Connectivity, Electricity failure, Virus attack, problems with the PC, any other unforeseen circumstances etc. before or during the auction event.
- 8) We also confirm that we have a valid Digital Signature Certificate (DSC) issued by a valid Certifying Authority.
- 9) We also confirm that the percentage reduction received in e-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.

With regards

Signature with company seal**Name of Authorised Person for this tender :-****Company / Organization :-****Designation :-****E-mail Id :-****Tel no. :-****Mobile no. :-****(Sign and Seal of Tenderer/Authorised person)**

ANNEXURE –XIV

Fill up the data, Signed , sealed & to be uploaded in PACKET No.4

VENDOR DATA UPDATION FORM (Packet-4) –PLEASE SUBMIT CANCELLED CHEQUE						
<p>- Both New Vendors and Existing Vendors may please note that details listed below are required and will be used for making all payments POs / WOs, refund of EMDs / SDs, forwarding the details of payments by email, issue of TDS certificates, Works Contract TDS Certificate, C Form for CST purchases etc.</p> <p>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.</p>						
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.	*			

VI I	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	*			
		Bank City	*			
		9 Digit code appearing on MICR cheque	*			
		Telephone No. of Bank		STD Code	Tel No	Extn
		Fax No. of Bank		STD Code	Fax No.	
		Type of Account (for SB A/c=10, Current A/c=11 or CC=13)	*			
		Region		will be filled by RCF		
VI II	REFEREN CE 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		

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.

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Integrity Pact**CONDITIONS RELATED TO INTEGRITY**

RCF is committed to ensure that it carries its business with integrity and transparency. The Company has framed rules 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 procure/ undertake the Project/Work(Delete what is not applicable) 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.

RCF has therefore laid down the following transparent procedures (wherever required is referred to as the 'Integrity Pact') which is expected to be adhered by the Company as well as the BIDDER:

1. Commitments of RCF:

- 1.1 RCF undertakes that no official of RCF, connected directly or indirectly with the Project/Work, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any other person, organization or third party related to the contract 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 In case any preceding misconduct on the part of any official(s) is reported by the BIDDER to RCF with full and verifiable facts, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by RCF and such a person shall be debarred from further dealings related to contract process. In such a case while an enquiry is being conducted by RCF the proceedings under the contract would not be stalled.

2. Commitments of BIDDER:

- 2.1 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:
- 2.2 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 in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 2.3 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 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 contract with RCF.

- 2.4 BIDDER shall disclose the name(s) and address(es) of foreign principals, associates, agents and distributors, advisors, representatives and sub-contractors.
- 2.5 BIDDER shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.
- 2.6 The BIDDER further confirms and declares to RCF that he has not engaged any individual or firm or company, whether Indian or foreign, to intercede, facilitate or in any way to recommend to RCF or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or Company in respect of any such intercession, facilitation or recommendation.
- 2.7 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.
- 2.8 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.
- 2.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 2.10 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.
- 2.11 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.
- 2.12 The BIDDER shall not instigate or cause to instigate any third party to commit any of the actions aforesaid.
- 2.13 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.
- 2.14 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. Previous Transgression

- i. The BIDDER declares that no previous transgression occurred in the last three years, in respect of any corrupt practices envisaged hereunder, and/or with any Public Sector Enterprises/ Government department that could justify BIDDERS exclusion from the tender process.
- ii. The BIDDER agrees that if it makes any incorrect statement in the bid, BIDDER can be disqualified from the tender process of the contract, and if already awarded, the Contract can be terminated for such reason.

4. Earnest Money / Security Deposit

- 4.1 The value and the validity of the Earnest Money / Security Deposit required to be given by bidder shall be as mentioned in NIT.
- 4.2 In case the successful BIDDER violates any of the terms of NIT, RCF shall be entitled to forfeit the EMD/SD without assigning any reason.

5 Sanctions for violations

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle RCF to take all or any one of the following actions, wherever required:-
- i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - ii) 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 en cash 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.
- 5.2 RCF will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (x) also on the Commission by the BIDDER or any one employed by it or acting on its behalf (Whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 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 the conditions 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.

6. Facilitation of Investigation

In case of any allegation of violation of any provisions of these terms or payment of commission, 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.

7. Law and Place of Jurisdiction

Indian Law shall be applicable to the NIT and Courts in Mumbai shall have Jurisdiction.

8. Other Legal Actions

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

9.

9.1 The validity of this Integrity Pact shall be from date of the NIT is issued and extend upto two years from the date of last payment under the contract.

9.2 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 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.
