



**RASHTRIYA CHEMICALS & FERTILIZERS LIMITED**  
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Mktg/Turk/GUREA/2015

DATE: 19-12-2015

TENDER FOR TRANSPORTATION INCLUDING INCIDENTAL ACTIVITIES (handling/ loading/  
unloading/storage) OF GRANULAR UREA (TURKMMENISTAN- IRAN)

**TENDER NO. : MKTG/TURK/GUREA/2015**

**PRODUCT : GRANULAR UREA (46% N)**

**QUANTITY : 2,00,000 MT (+/- 25%) - Tentative**

**CONTRACT PERIOD : ONE YEAR**

**PRE-BID MEETING DATE & TIME : 02-01-2016 1100 HRS. IST**

**TENDER CLOSING DATE & TIME : 06-01-2016 1430 HRS. IST**

**TENDER OPENING DATE & TIME : 06-01-2016 1500 HRS. IST**

**SEALED TENDER IN DUPLICATE DULY SUPERSCRIBED WITH "TENDER NO. AND DUE DATE" TO BE ADDRESSED TO:**

**CHIEF GENERAL MANAGER (MARKETING)**  
**RASHTRIYA CHEMICALS & FERTILIZERS LIMITED**  
**PRIYADARSHINI BUILDING,**  
**8<sup>TH</sup> FLOOR,**  
**SION, MUMBAI – 400 022, INDIA**

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## Notice Inviting Tender For Granular Urea.

This is a Notice Inviting Tender (NIT) from logistics agencies for transportation including incidental (handling/ loading/ unloading/storage) of Granular Urea from plant sites in Turkmenistan (Mary and Tejan) to Bandar Abbas Port in Iran, for a quantity of 2,00,000 MTs (+/- 25%) , as per the terms and conditions stated hereinafter:

The offers shall be submitted in 2-Bid format (2 separate envelopes – A and B) as below :-

- a) Part A (in Envelope-A superscribed as Techno-commercial un-priced Bid) – will be Techno-Commercial Un-priced Bid,. This will be accompanied by following –
  1. Evidence of submission of EMD as per Clause no. 8.00 of the NIT.
  2. A signed and stamped copy of entire Tender document as token of acceptance of all tender terms and conditions. In case any deviations are taken, the same shall be enclosed in a separate sheet, duly signed and stamped.
  3. A photo copy of the Price Bid (annexure –II) with prices blanked off, duly signed and stamped
  4. Copies of documents in support of fulfilling the pre-qualification criteria as per clause 6.00 (a) and 6.00 (b) of the NIT.
  5. A copy of Bid Abstract Sheet (Annexure-I), duly completely filled, signed and stamped.
- b) Part B (in Envelope B superscribed as Priced Bid ) – will be Priced Bid, duly filled, signed and stamped as per Annexure-II. No other terms and conditions will be mentioned. Offers with price bids other than RCF format will be summarily rejected.

**Both the above envelopes shall be superscribed with Tender No. and Due date and will be paved in third envelope, which also will be superscribed with Tender no. and due date.**

- 1.00 TENDER NO.** : MKTG/TURK/GUREA/2015
- 2.00 PRODUCT AND PACKING** : GRANULAR UREA (46% N) Bagged in  
1 MT JUMBO BAGS
- 3.00 Quantity to be Handled** : - 2,00,000(+/- 25%) MTs. Per annum. Tentative frequency of Movement will be of 30000 MTs to 60000 MTs approx. (One Vessel Quantity) every 45 days.
- 4.00 SCOPE OF WORK** :

Transportation of cargo, Urea bagged in 1 MT jumbo bags from the Plants at Mary and/or Tejan in Turkmenistan to Bandar Abbas port in Iran and loading the cargo in the RCF nominated vessel. Incidental activities like Handling and Storage arrangement at Transshipment points and at port will be done by the Agency.

The scope of work will include, but will not be limited to the following:

- a) Material will be received from factory on weighment basis. There will not be any tolerance and the cost of material which is received short as per the Draft Survey of nominated vessel as compared to the weighment at the factory shall be recovered from the due payments of the logistics agency.
- b) Arranging vehicles for road transport or railway wagons for rail transport of cargo from the factory site up to the transshipment point at Serakhs at the Turkmenistan – Iran border.
- c) Completing all the documentation for taking cargo out of factory including quality and quantity certificate.

- d) Completing all the documentation formalities and permissions from Turkmeinstan & Iran for transportation of material by road or rail, as the case may be.
- e) Compliance of all local laws, environmental laws and safety laws and norms and liaison with the concerned authorities.
- f) Unloading of Urea cargo at the Turkmenistan Iran border and arranging for transshipment, if required.
- g) Arrange transit storage, as required at the transshipment point (border point).
- h) Arranging permissions, formalities and documentation for border crossing of cargo from Turkmenistan to Iran, including the changing of rail axles, as and if required.
- i) Arranging permission, formalities and documentation for rail / road transportation of cargo in Iran.
- j) Transportation of urea cargo, from Iran – Turkmenistan border up to Bandar Abbas Port.
- k) Unloading of cargo at the rail-head at Bandar Abbas Port.
- l) Temporary storage of cargo at Bandar Abbas Port (and where ever necessary).
- m) Completing the port formalities, custom formalities and any other documentation as required at Bandar Abbas Port.
- n) Loading the cargo in the nominated vessel.
- o) Arranging the Comprehensive Insurance of cargo from the time it leaves factory till the same is loaded in vessel.
- p) Witnessing and participating in the draft survey at Bandar Abbas.
- q) Entire cycle is estimated to be completed within 45 days (from a to p above).
- r) All taxes from factory at Turkmenistan to shipment at Bandar Abbas to be borne by the bidder along with all necessary formalities to be completed.

## **5.00 MODE OF OPERATION OF CONTRACT**

- a. RCF is targeting at handling the contract quantity through six to seven vessels of parcel size of 30,000 MTs to 60000 MTs (+/- 10%).( or as per availability of Vessel)
- b. The activity of transportation of cargo may continue throughout the year. However, for the purpose of ease and convenience of shipping and measurement, one operation cycle will be defined as a period of 45 days – from starting of loading of cargo at factory to completion of loading in the nominated vessel.
- c. For the convenience of the logistics agency, RCF shall give an intimation to them initially, after cargo of minimum 25,000 MT is ready at the factory.
- d. The logistics agency shall place the vehicles/arrange for vehicles in such a way that the complete cargo for one shipload, which will be approximately 30,000 MTs to 60000 MTs (+ /- 10%) or (as the case may be) will be transported to Bandar Abbas within ensuing 20/40 days.
- e. As soon as 30,000 MTs to 60000 MTs of the cargo reaches Bandar Abbas port, the logistics agency will notify/intimate the same to RCF, so that RCF will initiate the process of nominating the vessel, which will normally be completed within a period of two weeks.
- f. In order to take care of any unforeseen circumstances, the logistics agency shall arrange for storage godown at transshipment points and Bandar Abbas port for the next 30 days, after 30,000 MTs / 60000 MTs Urea reaches Bandar Abbas, which will be covered under the scope of work and under item No.1 of the price bid. No separate rate shall be quoted for this and no separate payment shall be made.
- g. However, for any reasons, if RCF is unable to nominate the vessel, and the loading of vessel is not completed within the stipulated free period of 30 days (for RCF) as mentioned above , the rent for the additional period for which the godown storage is required beyond 30 days as above (f) shall be reimbursed by RCF. The rate of storage rent over and above 30 days shall be governed by item No. 2 of the price bid and the logistics agency shall submit documentary evidence for payment of such additional godown rent.

- h. In case, RCF arranges the vessel, but the logistics agency fails to arrange any or all the logistics arrangements as defined in scope of work and the nominated vessel incurs/attracts demurrage, then the same shall be recovered from the payments due to /payable to the logistics agency.
- i. After completion of first cycle, the logistics agency is at liberty to either (1) continue to transport the cargo intermittently, as is available at the plant or (2) to await further intimation from RCF. In either case, the logistics agency shall intimate to RCF, in writing, as soon as 30,000 MTs / 60000 MTs of cargo has reached the Bandar Abbas port, storage location and thereafter the cycle will repeat.
- j. 100% of the payment shall be made by irrecoverable L/C against submission of following documents (1) One of the three original negotiable copies of the clean on board Bill of Lading in long form and three non-negotiable copies thereof, showing RCF as consignee and as notified party. Charter Party Bill of Lading acceptable provided it bears an endorsement that all terms and conditions of the relevant charter party are deemed to have been incorporated. (2) One original and three copies of certified commercial invoice. (3) Original certificate of origin duly signed by Chamber/Ministry of Commerce. (4) Original certificate of Inspection showing analysis and weight furnished by Sellers and certified by the Buyer's Inspection Agency with a separate certificate of Inspection issued by the Buyer's inspection agency showing analysis and weight and method of analysis adopted. (5) Certificate of origin from the Sellers.( M/s. Turkmenhimiya Fertilizers). (6) Certificate to the effect that two negotiable sets of documents along with six non-negotiable sets have been despatched to RCF, Mumbai by courier. Copy of passage courier receipts shall form part of negotiable document. (7) Copy of the fax from Logistics agency to RCF, Ltd. giving details of loading into vessel. (8) Original load port, draft survey report issued by the RCF Inspection Agency. (9) Certificate of Quality (Analysis Report) at Factory and at load port, from independent inspection agency appointed by RCF. (10) Certificate of Weight and Draft Survey Report from independent inspection agency appointed by RCF.  
The payment will be by L/C at sight upon submission of aforesaid documents.
- k. The quantity arrived at by Draft Survey shall be final and binding for the purpose of payment to logistics agency. However, if the moisture content as per Draft Survey analysis is more than the moisture content as per analysis at the factory, then the quantity of cargo will be proportionately reduced and the quantity of cargo, as arrived shall be considered for making the payment to logistics agency.
- l. Irrespective of the no. of agencies / sub contractors involved, the logistics agency shall be entirely responsible and accountable for the entire operations as per scope of work and shall ensure that there is a single Bill of Lading.
- m. In addition to the above, the cost of quantity by which the cargo has diminished / reduced shall be recovered from the bill amount which is payable to the logistics agency.

#### **6.00 MUTUALLY AGREED DAMAGES:**

In the event of the moisture content of the material loaded aboard the vessel is in excess of percentage moisture as per the analysis carried out at factory in Turkmenistan on the analysis reports of the separate independent Inspection Agencies, appointed by RCF, the quantity for payment shall be arrived at after deducting quantity equivalent to excess Moisture content over and above the moisture contents at the factory.

In case, there are variations in quality between the analysis at factory and analysis at load port, then the same shall be recovered at purchase cost of Urea from the logistics agency on pro-rata basis.

The cargo, Urea received from the Factory at Tejan and Mary as per the Fertilizer Control Order India (FCO) quality certificates received should be the same at load port- Bandar Abbas. The quality certificate (FCO) at load port –Bandar Abbas will be acquired from third party Inspection agency at the cost of RCF.

Any losses arising out of deterioration in quality and quantity during operations from factories to Bandar Abbas port would be suitably recovered, from either payments due or the Security Deposit. Losses as assessed by RCF will be full and final and acceptable to both the parties.

#### **7.00 PRE-QUALIFICATION CRITERIA :**

a) Experience :

The bidder should have completed at least one logistics contract in last seven years similar to the scope of work as indicated above for movement of cargo including land - Rail/Road transportation of at least 35,000 MTs of dry bulk cargo in loose or bagged form across two countries. The experience of loading unloading of 1 MT jumbo bag stevedoring custom clearance at Bandar Abbas port is essential bidders should submit the copies of work order placed on them and satisfactory completion certificate from the owner.

b) Financial credentials :

1. The bidder shall submit solvency certificate OR credit rating OR financial credit limits for US\$ 42,50,000/- as per the format attached.
2. The bidder shall have average annual turn over of US\$ 63,75,000/-. The bidder shall submit certified copies of audited balance sheet and audited Profit and loss statement for the years 2012-13, 2013-14 and 2014-15 in support of this.
3. The bidder should have positive net worth for the years 2012-13, 2013-14 & 2014-15. A certificate from the Chartered Accountant shall be submitted as evidence for this.
4. The bidder shall submit the copies of 3 work orders & work completion certificate for similar logistics work of value minimum each of US\$ 85,00,000/- OR 2 work orders & work completion certificate for similar logistics work of value minimum each of US\$ 106,00,000/- OR one work order & work completion certificate for similar logistics work of value minimum value of US\$ 170,00,000.

#### **8.00 TENDER QUANTITY: 2,00,000 MT (+/-25%)**

#### **9.00 EARNEST MONEY DEPOSIT:**

USD 7650 (equivalent to INR 5.00 lakhs) currency to be furnished through either of the following:

Cash deposit through triplicate challans (as per enclosed Format) in SBI and submit copy of challans alongwith tender documents.

OR

To remit through RTGS /NEFT mode in Power Jyoti Account and submit copy of Bank UTR along with tenders. The details of Power Jyoti Account of RTGS / NEFT are as below:

Beneficiary Name : Rashtriya Chemicals & Fertilizers Limited  
Current Account Number : 32376445560  
Bank Name : State Bank of India  
Branch Name : Mahul Road, Chembur, Mumbai  
Branch Code : 00564  
IFSC Code : SBIN0000564

**10.00 INTEREST FREE SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE (to be returned after one month of successful completion of the contract):**

In the event of offer being accepted, the logistics agency shall furnish to RCF, within 10 days of issuing Letter of Intent (LOI)/ Work Order (WO), a security deposit cum Performance Bank Guarantee in the form of demand draft / Bank Guarantee as per format given by RCF and the list of Banks as given.

**The scale of security deposit shall be 10% of the basic order value. ( Amount for 2.5 lakh MTS)**

**11.00 LAST DATE OF RECEIPT OF TENDERS:** 06-01-2016 up to 1430 Hrs. IST

**12.00 TENDER OPENING DATE & TIME:**

- i) Technical & Un-priced Bid : 06-01-2016 1500 Hrs. IST
- ii) Price Bid : Shall be intimated separately.

**13.00 PLACE OF TENDER OPENING:**

**M/s. Rashtriya Chemicals & Fertilizers Limited,  
Priyadarshini Building, Sion, Eastern Express Highway,  
Mumbai 400 022 Maharashtra, INDIA**

**14.00 VALIDITY OF OFFER:**

Offers shall be valid for a period of 120 days from the due date of tender opening and shall not be withdrawn by the party during its validity.

**15.00 ANALYSIS & SAMPLING:**

**15.01** The analysis of material samples shall be made at RCF's expenses by M/s- RFCL or any recognized laboratory appointed by RCF at Bandar Abbas Port /Factory at Tejan / Mary and reports should be produced.

15.02 RCF shall draw samples for determining the quality and for verification of the various constituents detailed under clause 3.00 of NIT. The representative composite sample shall be drawn in the customary manner during loading operations through inspection agency appointed by RCF.

15.03 The logistics agency, if so desires, can may nominate their representative to supervise the Draft Survey and drawing of samples at their own expenses.

15.04 RCF at its discretion may depute its representative during any of the stages of operations.

**16.00 WEIGHMENT:**

Weighment shall be as determined by draft survey conducted through an independent internationally reputed surveyor / inspection agency at the loading port appointed by RCF at RCF's cost. The material cost of the difference between the quantity obtained by Draft Survey and the quantity obtained by weighment at factory, shall be recovered from the logistics agency.

**17.00** The logistics agency shall also appoint Internationally Reputed Inspection Agency at load port for carrying out Inspection (Sampling, Analysis and weighment).

**18.00 PAYMENT TERM:**

The Payment Term shall be as per clause 5 (j) above. The LC shall be established on shipment to shipment basis. In addition to the documents mentioned in 5 (j) the following documents shall also form part of LC documents:

- Certificate of Quality (Analysis Report) at Factory and at load port, from independent inspection agency appointed by RCF.
- Certificate of Weight and Draft Survey Report from independent inspection agency appointed by RCF.

**19.00 GENERAL NOTES:** Bidders to note the following:

1. Bidders to submit their offer with firm rates in US\$ currency against the above Scope, as the same shall be used for evaluation. Any offer with “typical” or “indicative” values of the above constituents shall not be accepted.
2. The offers/ quotations should be in English only. Offers/ quotations in any other language shall be summarily rejected.
3. The Un-priced Commercial & Technical bid should be accompanied with the copy of priced bid with the prices blanked out .
4. Bidders shall quote in US\$ only.
5. A pre-Bid meeting shall be conducted on 02-01-2016 at 1100 IST in the Conference Room, 8<sup>th</sup> Floor, ‘Priyadarshini Building’, R.C.F. Ltd, Sion, Mumbai-400022. Bidders are requested to attend the same for the purpose of clarifying their doubts, queries and/or suggestions, if any.
6. The applicable taxes and duties in Turkmenistan and Iran shall be borne by the Bidder and shall be separately indicated in their quote for evaluation as per priced bid format.
7. Bidders should quote their rates along with comprehensive insurance (as indicated in sr. A of Price-Bid Format) as well as without comprehensive insurance (as indicated in sr. B of Price-Bid Format)
8. The rate quoted shall exclude all taxes, duties, incidental charges etc. applicable during the Logistics operations of Urea from Turkmenistan to Port Bandar Abbas, Iran.
9. However the liability of payment related to all taxes, duties levies, incidental charges etc. as specified at 8 above, will be with the bidding agency only. The excluded taxes and other levies applicable, as above, may be mentioned separately in the Price Bid format for evaluation purpose.
10. For evaluation of bids in US\$ the following exchange rate shall be considered: date reference **Indian bidders** – RBI reference rate. In case of any deviation taken by bidders, the offer shall be evaluated accordingly. The bidder has to submit PAN number and all other tax registration documents.  
**Foreign bidders** – RBI reference rate.  
For payment to **Indian bidders** the exchange rate as agreed shall be applicable.
11. All the information, documents sought in the NIT should be submitted by the bidders at the time of submitting the offers. If any clarification is required by RCF, the same shall be sought from the bidder by email/fax. The bidders shall be required to furnish the clarification within the stipulated time given by RCF in the mail.
12. For evaluation purpose godown rent of 45 days, over and above free period of 30 days, for a quantity of 60,000 MT. will be considered.

13. RCF reserves the right to cancel the contract either entirely or partially and transport the material at the risk and cost of the logistics agency. RCF shall be entitled to recover such additional cost by invoking the Security Deposit. (circumstances)
14. RCF Ltd. reserves the right to accept or reject any/all bids without assigning any reasons. Whenever any tender application is rejected for any non-technical and non-commercial reason, the logical reasoning for rejection shall be recorded in the proceedings of award of contract.
15. RCF Ltd. shall have the right to place order/award the work to one or more vendors/contractors.
16. RCF Ltd. shall have the right to split the quantum of work and/or combine works at its sole discretion.
17. RCF reserves the right to discontinue the operation at any time, after completion of one operation cycle, during the contract period.
18. The actual weighment at the load port of Bandar Abbas is mandatory and the weighment should tally with the receipt weighment at the Factory locations of Tejan and/or Mary.
19. Integrity Pact as per Annexure is applicable and same shall form part of NIT.

**The other terms and conditions shall be as per the enclosed General Terms & Conditions (GTC) and the Annexures thereto.**



### **BID ABSTRACT SHEET**

(To be duly filled, signed & enclosed WITH YOUR TECHNICAL BID)

SR	COMMERCIAL CLAUSES	RCF's REQUIREMENT	<i>BIDDER RESPONSE</i>
1.	Two Bid System	<p>The offer should be submitted in two bid system as follows:</p> <p>* 1 st envelope containing “ Details of EMD ”</p> <p>“TECHNICAL BID” + Un-priced bid + PRE-QUALIFICATION DOCUMENTS+ list of deviations if any</p> <p>* 2nd envelope containing “PRICED BID”</p> <p>Th above TWO sealed envelopes to be put in one outer envelope &amp; sealed</p> <p>All the Three envelopes must be subscribed with the enquiry no &amp; due date &amp; Labeled</p>	Submitted/not submitted
2.	EMD	<p>EMD Clause as as oer clause no 8 of NIT</p> <p>No interest is payable on EMD</p> <p>The EMD of unsuccessful BIDDERS will be refunded/returned on finalization of order</p>	Please mention the details of the EMD/Bid Bond submitted
3.	Quantity of 2,00,000 (+/- 25%) MTs, tentatively, with parcel size 30,000 to 60,000		Agreed/Not Agreed please specify
4.	Validity Of Offer	Offer should be valid up to 120 days from the due date of tender submission	Agreed/ Not Agreed
5.	Payment Terms as per clause 18 and 5(J) of NIT	Agreed / Not Agreed	
6.	<p>Security Deposit Clause (SD):</p> <p>The Security Deposit for proper &amp; timely fulfillment of the CONTRACT has to be submitted by every successful BIDDERS. No exemption will be made.</p> <p>The scale of security deposit to be furnished is 10% of the order value.</p> <p>The BIDDER will have to give Security Deposit (as specified in our standard GTC)</p>	Agreed / Not Agreed	
7.	Security Deposit/Performance Bank Guarntee is as acceptable as per NIT	Acceptable/Not acceptable	
8.	100% Payment will be made through irrevocable Letter of Credit against submission of complete shipping documents	Agreed / Not Agreed	
9.	Details (name & address) of your bank and your bank account number for opening Letter of Credit	Please specify	
10.	All the bank charges including L/C confirmation charges outside India shall be to beneficiary's account	Agreed / Not Agreed	
11.	Whether 3 work orders for similar logistic works, submitted as per clause no.6.20(b)(4)	Submitted/not submitted Mention details and Values of contracts .	

12.	Name and address of beneficiary.	Please specify
13	Net worth of previous three years with Certificate of Chartered Accountant submitted	YES / NO 2012-13----- 2013-14----- 2014-15-----
14.	Bidder has submitted photocopy of price bid with prices blanked out.	Agreed / Not Agreed
15.	Rates Quoted in US\$	Agreed / Not Agreed
16.	Any deviations are explicitly mentioned on a separate sheet/s and submitted in the technical bid of your quotation	Agreed / Not Agreed
17.	Bidder has submitted & understood all the technical details involving scope of Logistics operations, as per annexure enclosed with the tender.	YES / No
18.	Confirmed that the offer is in total conformity with the terms & conditions as specified in the enquiry. If not agreed, then a list of All deviations is given with proper justification on a separate sheet of paper & submitted in the technical bid	1)Nature of Job 2)Quantity executed 3)Distance of Tspt. 4)Value of Contract 5)Completion Certificate/P.O enclosed Submitted/Not submitted.
19.	Bidders Experience for pre qualification	Submitted/Not Submitted
20.	Solvency certificate/ credit rating/ Financial credit limits for INR 26.40 Crores as per clause 7.00(b) (1) of NIT	Submitted/not submitted
21.	Annual turnover for 2012-13,2013-14,2014-15 with certified audited copies of balance sheet enclosed	Submitted/not submitted

NOTES:

- 1) Please fill up this sheet and confirm all the above points – Submit this sheet duly filled along with technical bid of your quotation
- 2) Please note all the terms & condition mentioned in the enquiry including THE TECHNICAL CONDITIONS as mentioned in the enquiry
- 3) Please give separate list for deviations to our NIT terms & conditions, if any

(Signature and stamp of the Bidder)

Date:

Place:

**PRICED - BID FORMAT**

(The Bidder should enclose photo copy of this priced-bid with prices blanked out, along with the technical bid of quotation)

Tender No. - MKTG/TURK/GUREA/2015		
Sr	Description	RATE IN US\$ PMT
A.	1. Rate of transportation including incidental (handling/ loading/ unloading/storage) of granular Urea from Tejan / Mary in Turkmenistan to Bandar Abbas Port in Iran and loading into the nominated vessel (Rate/MT)	
	2. The rate for the additional storage godown required beyond 30 days of free period as per 5.00 (f), above, to be paid by RCF.	
	• The Rates for A (1) and A (2) above shall be inclusive of comprehensive Insurance.	
B.	1. Rate of transportation including incidental (handling/ loading/ unloading/storage) of granular Urea from Tejan / Mary in Turkmenistan to Bandar Abbas Port in Iran and loading into the nominated vessel (Rate/MT)	
	2. The rate for the additional storage godown required beyond 30 days of free period as per 5.00 (f), above, to be paid by RCF.	
	• The Rates for B (1) and B (2) above shall be excluding of comprehensive Insurance	

- Note: The rate quoted above shall exclude all taxes, duties, incidental charges etc. applicable during the transportation including incidental (handling/ loading/ unloading/storage) operations of Urea from Turkmenistan to Port Bandar Abbas, Iran. However the liability of payment of all taxes will be with the bidding agency only, with respect to entire operations till loading in to vessels.
- In addition to the above, while releasing the payment any applicable taxes as per laws of Indian government would be deducted.
- For evaluation purpose godown rent of 45 days, over and above free period of 30 days, for a quantity of 60,000 MT. will be considered.
- Evaluation will be done at the price inclusive of Comprehensive Insurance as per A above.
- The excluded taxes and other levies (item wise and country wise) as applicable should be mentioned separately for evaluation purpose.

Column No.	1	2	3	4	5
Sr. No.	Nature of Tax/Levy	Percentage	Applicable Percentage on	Amount	Country

**Note : \*Percentage of taxes should be indicated in the unpriced bid along with other details except column 3 and column 4. Price bid should indicate all details for easy evaluation.**

Remarks, if any

Name & Address of Bidder:

(Authorized Signatory)

Name :

Designation:

Company Seal:

Place & Date:.

**FORMAT FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT AND**

**PERFORMANCE GUARANTEE**

(To be submitted on Rs. 200/- non judicial stamp paper)

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 'Supplier / 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 / performance guarantee in lieu of the said Supplier / 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 / Purchase Order no. \_\_\_\_\_ dated \_\_\_\_\_ [hereinafter referred as the 'Order'] placed by RCF on the said supplier / 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 Supplier / 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 Supplier / 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 Supplier / 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 Supplier / 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 Supplier / 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 Supplier / 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 Supplier / 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 Supplier / 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 Supplier / Contractor or for any forbearance, act or omission on the part of RCF or any indulgence by RCF to the Supplier / 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 \_\_\_ - \_\_\_ - 20\_\_\_ [mention date i.e. delivery period + additional 3 months – in case of Security

Deposit (SD) AND for guarantee period + additional 3 months – in case of Performance Guarantee (PG)] 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 with phone nos. / fax nos. / email id's) \_\_\_\_\_.

\_\_\_\_\_

8. This guarantee will not be discharged due to change in the constitution in the Bank or the said Supplier / Contractor or the provision of the contract between Supplier / 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, Rashtriya Chemicals and Fertilizers Limited, Administrative Building, Mahul Road, Chembur, Mumbai 400 074. 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:

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

<p><b>A) State Bank Of India And It's Associate Banks:</b></p> <ol style="list-style-type: none"> <li>1. State Bank of India,</li> <li>2. State Bank of Bikanar &amp; Jaipur,</li> <li>3. State Bank of Hyderabad,</li> <li>4. State Bank of Mysore,</li> <li>5. State Bank of Patiala,</li> <li>6. State Bank of Travancore.</li> </ol>	<p><b>C) Other Banks:</b></p> <ol style="list-style-type: none"> <li>1. Catholic Syrian Bank Ltd</li> <li>2. City Union Bank Ltd</li> <li>3. Kotak Mahindra bank Ltd.,</li> <li>4. South Indian Bank Ltd.,</li> <li>5. Tamilnad Merchantile Bank Ltd.,</li> <li>6. The Federal Bank Ltd.,</li> <li>7. The Jammu &amp; Kashmir bank Ltd,</li> <li>8. The Karnataka Bank Ltd,</li> <li>9. The Karur Vyaya Bank Ltd,</li> </ol>
<p><b>B) Nationalised Banks:</b></p> <ol style="list-style-type: none"> <li>1. Allahabad Bank,</li> <li>2. Andhra Bank,</li> <li>3. Bank of Baroda,</li> <li>4. Bank of India,</li> <li>5. Bank of Maharashtra,</li> <li>6. Canara Bank,</li> <li>7. Central Bank of India,</li> <li>8. Corporation Bank,</li> <li>9. Dena Bank,</li> <li>10. Indian Bank,</li> <li>11. Indian Overseas Bank,</li> <li>12. Oriental Bank of Commerce,</li> <li>13. Punjab &amp; Sind Bank,</li> <li>14. Punjab National Bank,</li> <li>15. Syndicate Bank,</li> <li>16. UCO Bank,</li> <li>17. Union Bank of India,</li> <li>18. United Bank of India,</li> <li>19. Vijaya Bank.</li> </ol>	<p><b>D) Foreign Banks:</b></p> <ol style="list-style-type: none"> <li>1. American Express Bank Ltd,</li> <li>2. Bank of American National Trust &amp; Saving Association,</li> <li>3. Bank of Tokyo – Mitsubishi UFJ Ltd,</li> <li>4. Barclays Bank PLC</li> <li>5. BNP Paribas</li> <li>6. Calyon Bank</li> <li>7. Citibank N.A.,</li> <li>8. Deutsche Bank,</li> <li>9. Development Bank of Singapore (DBS)</li> <li>10. Hong Kong &amp; Shanghai Banking Corporation Ltd,</li> <li>11. JP Morgan Chase Bank,</li> <li>12. Royal Bank of Scotland</li> <li>13. Standard Chartered Bank,</li> </ol>
<p><b>E) Private Sector Banks:</b></p> <ol style="list-style-type: none"> <li>1. Axis bank Ltd</li> <li>2. HDFC Bank Ltd</li> <li>3. ICICI Bank Ltd</li> <li>4. IDBI Bank Ltd</li> <li>5. ING Vysya Bank Ltd</li> <li>6. Yes Bank Ltd</li> </ol>	

**NOTE:-** In case of foreign vendors Bank Guarantees forwarded by the other foreign Bank should be counter-guaranteed by State Bank of India, Swastik Chamber, Chembur or by any other bank from RCF approved list through its branch located in Mumbai

**(FORMAT FOR SOLVENCY CERTIFICATE)**

( 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)

**Proforma for Indian Agency Involvement (Foreign bidder only)**

Sr. No.	COMMERCIAL POINTS	To be filled by the foreign bidder
1	In case there is Indian agent in India -	
1.1	The name & address of their agent / representative	
1.2	Indian Agent's registration numbers and their permanent income tax account number	
1.3	Amount and nature of commission / remuneration	
1.4	A copy of terms & conditions of the appointment of the Indian Agents including the commission being paid to them	
2	In case there is no indian agent in India	
2.1	In case there is no agent in India, the tenderer shall certify that they have no agents in India and no remuneration is to be paid to any Indian Party.	
3	RCF while remitting payment to supplier shall deduct the Indian Agent's commission from the value of the invoice and pay to the Indian Agent in equivalent Indian Rupees, exchange rate shall be the RBI reference rate applicable on the date of issue of payment.	
4	In cases where there is no agent but the supplier has any Indian Branch or subsidiary or financially inter-linked concern the same shall be intimated to RCF. This will also include such Indian agent, who is paid general retainer fee and may not have any reference to this particular contract i.e. supplier shall intimate to RCF if they have got any agent / representative by whatsoever name he may be called in India and is receiving in India and / or outside India, any payment or facility in any form in return for any service rendered by him to the supplier.	
5	Should RCF suffer any loss / losses or penalization by the appropriate authority in India because of the failure or action of the seller in not disclosing the names and other details in respect of their agents in India, RCF shall hold the supplier responsible for such penalties and shall be entitled to claim from them damages for breach of the above provision of the contract and also to resort to such other action which they may consider appropriate	

Name & Address of Bidder:

(Authorized Signatory)

Name :

Designation:

Company Seal:

Place & Date:

**CONDITIONS (INTEGRITY PACT ) THAT ARE PART OF NIT**



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 distortary 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 other 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**

- 3.1 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.
- 3.2 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 earnest Money/ Security Deposit, required to be given by the BIDDER shall be valid up to a period of five years or the complete conclusion of contractual obligations to the complete satisfaction of both the BIDDER and the RCF, including warranty period whichever is later.
- 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 encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by RCF, along with interest.
- (vi) To terminate all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to RCF resulting from such termination and RCF shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar/blacklist the BIDDER from participating in future bidding processes of RCF for a minimum period of five years, which may be further extended at the discretion of RCF.
- (viii) To recover all sums paid, in violation of this Pact by BIDDER to any middleman or agent or broker, with a view to securing the contract.
- (ix) In case where irrevocable Letters of Credit have been opened in respect of any contract signed by RCF with the BIDDER, the same shall not be opened.
- (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 Fall Clause:**

6.1 The BIDDER undertakes that it has not supplied/ is not undertaking Project/Work of similar Capacity at a price lower than that offered in the present bid and if it is found at any stage that similar Project/Work of similar Capacity was offered by the BIDDER to any other Ministry/ Department of the Government of India or a PSU at a lower price, then

such lower price, with due allowance for elapsed time, will be applicable to the present NIT/Contract and the difference in the cost would be refunded by the BIDDER to the RCF, if the contract has already been concluded.

**7. 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 documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

**8. Law and Place of Jurisdiction**

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

**9. Other Legal Actions**

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

**10. Validity**

10.1 The validity of this Integrity Pact shall be from date the NIT is issued and extend upto 5 years or the complete execution of the contract to the satisfaction of RCF and the BIDDER/ Seller, including warranty period, whichever is later. In case BIDDER is not awarded Contract/Purchase Order, this Integrity Pact shall expire after twelve months from the date of issue of the NIT.

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

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# **PRE CONTRACT INTEGRITY PACT FOR CONTRACTS**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month of \_\_\_\_\_ 2014, between M/s Rashtriya Chemicals and Fertilizers Limited, registered under Companies Act , 1956, having its registered office at “Priyadarshini” Eastern Express Highway, Sion , Mumbai 400 022 (hereinafter referred to as RCF, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s \_\_\_\_\_ a Company, firm incorporated under ----- Laws to which it is subject to (hereinafter called the “Bidder/Seller”, which expression shall mean and include, unless the context otherwise requires, its successors in office and assigns) of the Second Part.

Whereas

RCF has issued NIT----- dated----- inviting bids from Parties for undertaking-the Project /Work of----- at its unit located at----- (hereinafter referred to as the Project /Work).

The BIDDER is a private Company/Public Company/Government Undertaking/ Partnership/registered export agency, constituted in accordance with the relevant law in the matter and RCF is PSU.

The Bidder is willing to offer/ has offered to carry out the Project/ Work and understands that this Integrity Pact has to be executed between the parties before RCF can consider the offer.

**NOW, THEREFORE,**

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

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

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

In respect of the Project/Work an Independent Monitor shall be appointed by RCF to verify facts and to take necessary action, legal or otherwise as may be deemed appropriate including criminal proceedings, against the persons and /or Organizations indulging in the corrupt practice.

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

## **1. Commitments of RCF:**

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

## **2.0 Preceding misconduct**

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

## **3. Commitments of BIDDER**

- 3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
- 3.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the RCF, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of RCF or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with RCF for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with RCF.
- 3.4 BIDDER shall disclose the name(s) and address(es) of foreign principals, associates, agents and distributors, advisors, representatives and sub-contractors.
- 3.5 BIDDER shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/ contract.
- 3.6 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.
- 3.7 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.
- 3.8 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.
- 3.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.10 The BIDDER shall not use improperly, for purposes of completion or personal gain, or pass on to others, any information provided by RCF as part of the business relationship, such as plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to ensure that no information is divulged to others.
- 3.11 The BIDDER commits to refrain from giving any complaint in connection with the Project, directly or through any other manner, without supporting it with full and verifiable facts.

- 3.12 The BIDDER shall not instigate or cause to instigate any third party to commit any of the actions aforesaid.
- 3.13 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.
- 3.14 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.

#### **4. Previous Transgression**

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

#### **5. Earnest Money (Security Deposit)**

- 5.1** While submitting commercial bid, the BIDDER shall deposit an amount \_\_\_\_ [to be specified in RFP] as Earnest Money/Security Deposit, with RCF through any of the following instruments:

- [i] Bank draft or pay order in favour of
- [ii] a confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the Buyer on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the Buyer shall be treated as conclusive proof of payment
- [iii] any other mode or through any other instrument [to be specified in the RFP]

- 5.2** The earnest Money/ Security Deposit shall be valid up to a period of five years or the complete conclusion of contractual obligations to the complete satisfaction of both the BIDDER and the RCF, including warranty period whichever is later.

- 5.3** In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the purchase contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit of Performance Bond in case of the decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

- 5.4** No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Security Deposit for the period of its currency.

#### **6 Sanctions for violations**

- 6.1** 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:-

- (xi) 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.
- (xii) 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.

- (xiii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (xiv) 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.
- (xv) To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by RCF, along with interest.
- (xvi) 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.
- (xvii) 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.
- (xviii) 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.
- (xix) 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 opened.
- (xx) 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.

- 6.2. RCF will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (Whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of RCF to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the Bidder can approach the Independent Monitor appointed for the purposes of this Pact.

## **7 Fall Clause:**

- 7.1 The BIDDER undertakes that it has not supplied/ is not undertaking Project/Work of similar Capacity at a price lower than that offered in the present bid and if it is found at any stage that similar Project/Work of similar Capacity was offered by the BIDDER to any other Ministry/ Department of the Government of India or a PSU at a lower price, then such lower price, with due allowance for elapsed time, will be applicable to the present NIT/Contract and the difference in the cost would be refunded by the BIDDER to the RCF, if the contract has already been concluded.

## **8 Independent Monitor:**

- 8.1 RCF has appointed Mr.-----, having his office at-----as Independent Monitor for this Pact in consultation with the Central Vigilance Commission.
- 8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently.



- 8.4 Both the parties accept that the Monitor has the right to access all the documents relating to the project/ procurement, including minutes of meetings.
- 8.5 As soon as the Monitor notices, or has reason to believe a violation of this Pact, he will so inform the Authority designated by RCF.
- 8.6 Notwithstanding any Confidentiality Agreement/ clause agreed between RCF and Bidder, the BIDDER accepts that the Monitor has the right to access, without restriction, to all Project documentation of RCF including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor (s) with confidentiality.
- 8.7 RCF will provide to the Monitor sufficient information about all meetings among the parties related to the supply provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitor will submit a written report to the designated Authority of RCF within 8 to 10 weeks from the date of reference or intimation to him by RCF/ BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

**9. Facilitation of Investigation**

In case of any allegation of violation of any provisions of this Pact or payment of commission, RCF shall be entitled to examine all the documents including the Books of Accounts 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.

**10. Law and Place of Jurisdiction**

This Pact is subject to Indian Law. The place of performance and jurisdiction is the registered office of RCF.

**11. 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.

**12. Validity**

12.1 The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of RCF and the BIDDER/ Seller, including warranty period, whichever is later. In case BIDDER is not awarded Contract/Purchase Order, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

13.0 **The parties hereby sign this Integrity Pact, through their authorized representative, for having accepted the conditions contained hereinabove.**

**RCF**

**BIDDER**

( \_\_\_\_\_ )

( \_\_\_\_\_ )

*Date:*

*Date:*

*Place:*

*Place:*

Witness

Witness

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

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

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

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

**RASHTRIYA CHEMICALS & FERTILIZERS LTD.**

(Government of India Undertaking)

NOTICE INVITING BID

**GENERAL TERMS & CONDITIONS**

**1.0.00 Definition**

The term 'CONTRACT' shall mean and include the Notice Inviting Bid (NIT) the Instructions to BIDDERS, the Bid, Letter of Intent accepting the bid in part of full, Special and General Terms and Conditions, Directions, and comments conveyed in writing, the Purchase Order or Work Order, and its subsequent variations if any, or any other authorized CONTRACT documents, and those general and special conditions that may be added subsequently or such other documents, drawings, specifications as may be prescribed.

The terms 'CONTRACTOR', shall mean the person(s), firm, company with whom, a CONTRACT has been entered into and shall be deemed to include their representatives, heir, executors and administrators, successors and permitted assignees of such person, person(s), firm or company.

The terms 'RCF' shall mean Rashtriya Chemicals & Fertilizers Limited having its Registered Office at 'Priyadarshini', Eastern Express Highway, Sion, Mumbai 400 022 and shall be deemed to include their successors and/or assignees, and shall include the Administrative and Executive Officers authorized to deal with all matters relating to the CONTRACT.

The Term 'BIDDERS' shall mean the person(s), firm or company who submits a bid or quotation online in response to the invitation to bid issued by 'RCF' and shall be deemed to include their representatives, heirs, executors and administrators, successors and permitted assignees to such person(s), firm or company.

**Instructions for submission of Bid**

All bidders are requested to submit their bids ONLINE as per the instructions mentioned in NIT above.

All amounts shall be indicated by BIDDERS both in words as well as in figures. Whether there is difference between prices quoted in figures, and words, corresponding amount quoted in words shall prevail.

**2.0.00 Clarifications**

2.0.01 In case clarifications are required on invitation to bid the BIDDERS shall approach RCF in writing well before the opening of the technical part of the bid, and RCF will provide the information required in writing. However, failure to receive any addendum or clarification shall not relieve the BIDDERS of any of the obligations stipulated in the invitation to bid.

2.0.02 The invitation to bid with Annexure and all attachments will be considered to have been read, understood and accepted by the bidders unless otherwise specifically stated by them in writing well before the scheduled opening of the technical part of the bid.

2.0.03 The terms and conditions as embodied in the

CONTRACT shall be final and any other terms mentioned in the supplier's bid but not included in the CONTRACT shall be deemed as rejected by RCF.

**3.0.00 Bid opening**

3.0.01 Bids will be opened in two stages

Part I – Technical & Unpriced Commercial part of the bid.

Part II – Commercial part of the bid with prices.

3.0.02 The Technical and Unpriced Commercial part of bids will be opened as mentioned in Annexure V above

3.0.03 The Commercial part of bid with Prices will be opened as mentioned in Annexure V above, after the corresponding Technical and Unpriced Commercial part of the bid are scrutinized and possible clarifications obtained from such bidders as may be required so as to bring the bids at part technically.

3.0.04 Based on clarification, the BIDDERS may be asked to submit if required, revised commercial part of the bid with prices.

**4.0.00 EARNEST MONEY DEPOSIT**

Earnest Money Deposit (amount as mentioned in invitation to bid) should be furnished as instructed in NIT above

Any request to adjust Earnest Money Deposit out of the bidder's running bills or pending payments will not be considered and the bid will be treated as without Earnest Money Deposit.

Bids without Earnest Money Deposit or with the Earnest Money Deposit in a manner other than in what is mentioned above are liable to be rejected at the discretion of RCF.

Government of India Undertakings, Small Scale Industries Registered under single point registration with National Small Scale Industries Corporation and RCF Ancillary Units are exempted from the payment of Earnest Money Deposit.

**Forfeiture of Earnest Money Deposit.**

If for any reason whatsoever any BIDDERS withdraws his bid at any time prior to expiry of the validity period or after issue of the Letter of Intent, Purchase Order, fails or refuses to execute the order or to furnish the Security Deposit for faithful performance of the CONTRACT within the stipulated time the amount of Earnest Money is liable to be forfeited.

**Refund of Earnest Money**

Earnest Money Deposit will not carry any interest. Earnest Money Deposited by the unsuccessful bidders will be refunded as soon as possible. Earnest Money Deposit of successful BIDDERS will be refunded after the successful BIDDERS furnishes the Security Deposit.

## 5.0.00 SECURITY DEPOSIT.

The Security Deposit for proper & timely fulfillment of the CONTRACT has to be paid by every successful TENDERER. No exemption will be made. The scale of security deposit to be furnished is as under **or as specified in the bid abstract sheet of the tender:**

The amount of security deposit to be furnished is 10% of CONTRACT value.

The CONTRACTOR will have to give security deposit as specified in the tender in the form of a Bank Guarantee as per RCF's proforma (as Annexure-VII) from any Nationalized/Scheduled Bank included in the RCF's approved list of Banks for Bank Guarantees attached at Annexure-VIII. The Security Deposit shall be furnished to RCF, for a suitable period as prescribed by RCF in the tender. The Bank Guarantee should be forwarded by the CONTRACTOR's Banker directly to RCF with the covering letter of the Bank.

5.0.01 In case of foreign supply, the Bank Guarantee submitted by the foreign bank should be counter guaranteed/confirmed by State Bank of India, Commercial Branch, Swastik Chamber, Sion-Trombay Road, Chembur, Mumbai 400 071, India. The charges of the confirmation if any will be borne by the CONTRACTOR.

5.0.02 In the event of any breach of any of the terms and conditions of the CONTRACT or the CONTRACTOR neglects, delays or fails to perform the CONTRACT, RCF shall have the right to forfeit the security deposit. The security deposit shall not bear any interest.

## 6.0.00 PERFORMANCE GUARANTEE

The CONTRACTOR shall provide Bank Guarantee for performance, in case of is specified in invitation to bid, equivalent to value of Security Deposit for a period of 5 years from the date of PO. Security Deposit can be converted into Performance Guarantee at the discretion of RCF.

## 7.0.00 VALIDITY OF BIDS.

All bids should be kept valid for acceptance for 120 days from the bid closing date unless otherwise specified in the bid invitation. Bids of lesser validity period shall not be considered.

## 8.0.00 BID INFORMATION

Bids should include inter alia the following information.

### Technical & Unpriced commercial part of bids

#### I Technical Part.

- a)- Invitation to bid No.
- b)- Scope of Supply.
- c)- Complete description of equipment/material supported by brochure, catalogue and/or other descriptive standard documents.
- d)- Completed data sheets as per the requirement of the bid.
- e)- Lay out drawings of sketched with (approximate) dimensions of equipment and indications of limits of supply.
- f)- Information on shipping weights and volume with special attention to heavy and over size package.
- g)-Itemised list of spare parts of
  - i)- Erection and commissioning
  - ii)- Two years operation.
- h)- Initial supply of spare parts will be ordered on the

successful BIDDERS. For further orders of spares the BIDDERS shall indicate the nearest sources of supply from MUMBAI.

- i)- List of Special Maintenance tools, material fixtures and special erection tools and equipments.
- j)-BIDDERS shall state name of the manufacturers proposed for every equipment item, which is not of his own manufacture.
- k)-List of similar equipments in operation indicating there in whether visits to the plants can be arranged.
- l)- Third party inspection programmed and scope of work.
- m)-Nature of Maintenance assistance available or offered by the BIDDERS.
- n)- Nature of Erection and commissioning assistance offered by the BIDDERS.
- o)- The BIDDERS should undertake to give shop drawings of spare parts and main equipment to enable RCF to undertake repair and maintenance after installation at site.
- p)- A certificate that the technical bid is in total conformity with RCF's specification and if not the list of exclusions and/or deviations.
- q)- Fabrication schedule and a brief statement of activities and time estimate justifying the total delivery.

#### II Unpriced Commercial part of bids.

- a)- Invitation to bid No.
- b)- Earnest Money Deposit
- c)- Terms of payment.
- d)- Guaranteed delivery period for each item
- e)- Places of manufacture with the address.
- f)- Statement that the liquidated damages or the force majeure clause of RCF and standard terms and conditions are agreeable.
- g)- Statement showing that the security and performance guarantee clauses, standard terms and conditions are fully agreeable.
- h)- Country of Origin.
- i)- Statement showing the date of expiry of agreement with the Labour Union of the CONTRACTOR.
- j)- Statement that shipping terms are defined by INCOTERMS 2010.
- k)- Copies of commercial part of bids with all prices duly blackened out.
- l)- Certificate showing that the offer is in total conformity with the terms and conditions as specified in the NIT. If not, list of all deviations should be given with proper justification.
- m)- Particulars relating to bids as follows:
  - 1)- Year of establishment.
  - 2)- Name of Bankers.

- 3)- Certificate of CONTRACTOR's financial status from Contractor's Bankers.
- 4)- Name of the parties for whom similar orders have been executed earlier with their address and dates of equipment supplies and certificate from such companies/firms for the orders which have been executed.
- 5) Latest Income tax Clearance Certificate / PAN No. (Xerox Copy) In case RCF wants to see the original Income Tax clearance certificate, the same should be produced at short notice.
- 6) Sales Tax Registration No., Sales Tax Clearance Certificate. If exempted from Sales Tax, exemption certificate.

### III Commercial part of bids with prices

- a)- Invitation to bid No.
- b)- Price schedule as applicable. If required by RCF price schedule should be given as per RCF format. prices shall be quoted separately for individual item.
- d) Certificate that prices are valid for 60 days from the bid closing date for placement of Purchase Order.
- e)-A certificate showing that the prices will be firm and valid during the CONTRACT period and not subject to any escalation whatsoever.
- f) Third party inspection charges extra (Lump sum)

### 9.0.00 Currency

Bidders shall submit the bids either in the currency of their country or the currency in which they will be paid. However, in contracts for supply and installation of equipment, the bidders should state the portion of the bid price relating to the Erection/Installation in Indian Rupees.

### 10.0.00 Country of Origin

The bidders will have to furnish information regarding the country of origin of the goods and works in their bid documents.

### 11.0.00 Accompaniments

All bids must be complete in all respect & should conform to all requirements set forth in the enquiry, Annexure and attachments. The contents of the bid invitation, Annexure and the attachments will be considered to have been read, understood and accepted by all the bidders. All deviations from the specifications set forth in the enquiry should be properly brought out in the Technical Bid.

### 12.0.00 Compensation for submission of bid

Bidders shall not be entitled to claim any costs, charges, expensed or incidentals for or in connection with the preparation and submission of their bids even though Rashtriya Chemicals & Fertilizers may elect to withdraw

the invitation to bid or reject all bids.

### 13.0.00 Pricing.

Bidder's quotations must conform in all respects to the applicable specifications, drawings, data sheets, terms and conditions of this invitation to bids. BIDDERS must certify that his quotation complies with all enquiry documents and specifications. Exceptions, and deviations if any should be specifically stated. In the event of the BIDDERS not giving any exceptions and deviations in the bid then it will be construed that the BIDDERS has accepted RCF's invitation to the bid in full.

BIDDERS may offer a supplementary or alternative proposal (viz his standard design) but in doing so he must state all deviations and/or exceptions to the bas bid. Generally a bid offering only the alternative solution is not accepted.

Bidders should quote unit and lump sum prices. The price so quoted should be all-inclusive and no claim for extras will be entertained.

Bidders should clearly indicate in the bid whether they are availing Modvat Credit or such other Credits or Duty Draw Backs. In such cases the BIDDERS should state in the bid that they have considered all such benefits for quoting their price in the bid.

The Unit rate quoted in the bid will form the basis of compensation, if the scope of work is altered within mutually acceptable limit.

Bidders are required to state the name of proposed manufacturers of every item of equipment which does not fall under their manufacturing range at the time of submitting the bid. All bids shall be in the currency of the country from which the equipment and services are to be acquired. In case of:

- Bids submitted jointly by Manufacture(s) located in India and Foreign Manufacturer(s).
- Bids submitted by Manufacturer(s) located in Indian and Foreign sub-supplier(s) and
- Bidders submitted by Foreign Manufacturer(s) with sub-supplier(s), located in India

The bid documents shall be arranged to show separately the expenditure in Indian and Non-Indian currency.

### 14.0.00 Price adjustment/escalation

THE PRICE QUOTED SHOULD BE FIRM AND SUBJECT TO NO ESCALATION WHATSOEVER DURING THE ENTIRE CONTRACT PERIOD, except for Statutory Levies namely Excise Duty, Sales Tax and Octroi. Rate of Excise Duty, Sales Tax and Octroi, applicable on the date of submission of the bid should be clearly mentioned in the bid. Payment shall be made at the rates applicable at the time of supply against documentary evidence. However, in case of delay in supply, if there is any increase in statutory Levies RCF shall restrict the payment of Statutory Levies as prevalent on the delivery date, as mentioned in the Purchase Order or Work Order and amendment(s) thereto. BIDDERS shall submit to RCF necessary documentary evidence as

may be required to enable RCF to determine the rates of Statutory Levies applicable on the contractual delivery date.

#### **15.0.00 Agency Commission**

THE BIDDERS should indicate the agency commission included in their offer payable to agents in India, if any. The agency commission shall be payable in equivalent Indian Rupees against separate invoice from Indian Agents within 30 days after receipt and acceptance of materials.

#### **16.0.00 Bidder's Obligation.**

i)- To conform to the fabrication schedule provided by him so as to complete the work within the delivery period quoted.

ii)- To notify RCF as and when inspections, including pre-shipment inspection are due and arrange rework, if any as a consequence of such inspection.

iii)-Place goods along side vessel of dock in FAS and on board in case, FOB bids and deliver material free at our Trombay site in case of Indian bidders.

iv)-Provide RCF with clean on board Bill of Lading or clear R.R.

v)- Make good any damage or loss or both, until goods are delivered alongside in FAS and on board in FOB contracts and in respect of Indian Contracts, until goods are delivered or until goods are delivered to carriers in case of ex-factory delivery or until goods are delivered to RCF site in case of free delivery to RCF.

vi)- Before submitting the bids, the bidders should satisfy themselves of all existing conditions, limitations and official regulation at the site of the work and en-route and the laws governing the CONTRACT. No claim whatsoever shall be entertained on the grounds of ignorance of site conditions and/or conditions prevailing in the surrounding areas.

#### **17.0.00 Standard & Measurements.**

Codes or standards equal or of higher quality than the codes or standards stipulated in the Invitation to Bid will be acceptable.

Where a brand name with the phrase "or equal" have been specified in the Invitation to bid. BIDDERS may quote for alternative articles or materials, which have similar characteristics and provide equal performance and quality to that specified.

Metric system has been adopted in the preparation of all design, engineering, and drawing including piping and tubing schedules. The bidders also shall follow the metric system.

#### **18.0.00 Right of Acceptance & Rejection of Bid.**

RCF reserves the right to accept at their sole and unfettered discretion any bid for whole or part quantities or to reject any or all bids without assigning any reason thereof. No claim for compensation etc., whatsoever will be entertained

by RCF from unsuccessful bidders.

#### **18.0.01 Past Performance of the Contractors**

The Contractors whose past performance have been found not satisfactory, in the opinion of RCF, then, RCF reserves the right to refuse the bid documents, or reject the bid while accepting or evaluating the bids. The decision of RCF regarding performance evaluation shall be final.

#### **19.0.00 Splitting of Bid.**

RCF reserves the right to split the bid in parts and to award the contract in full or in parts.

#### **20.0.00 Right of cancellation of CONTRACT.**

20.0.01 RCF reserves the right to cancel this CONTRACT or any part thereof and shall be entitled to rescind the CONTRACT wholly or in part forthwith by a written notice to the CONTRACTOR if:

20.1.01 The CONTRACTOR does not adhere to any terms and conditions of the CONTRACT including General & Special, Terms & Conditions.

20.1.02 The CONTRACTOR fails to execute the job in time.

20.1.03 The quality of the supply/part supply received is poor or not in conformity with the requirement.

The CONTRACTOR attempts for any corrupt practices.

20.1.05 The CONTRACTOR becomes bankrupt or goes into liquidation.

20.1.06 The CONTRACTOR makes a general assignment for the benefit of creditors.

A receiver is appointed for any of the property owned by the contractor.

20.2.00 Upon receipt of said cancellation notice; the CONTRACTOR shall discontinue all work on the CONTRACT and matters concerned with it.

RCF in that event will be entitled to get the job executed from any sources and recover the excess payment over the CONTRACTOR'S agreed price, if any, from the CONTRACTOR.

20.3.00 RCF also reserves the right to cancel the CONTRACT due to Force Majuere sure conditions and the CONTRACTOR will have no claim of compensation whatsoever.

#### **21.0.00 Termination of CONTRACT for Convenience.**

RCF may by written notice sent to the CONTRACTOR, terminate the CONTRACT, in whole or in part, at any time for their convenience. The Notice of termination shall specify that termination if for RCF's convenience, the extent to which performance of work under the CONTRACT is terminated and date upon which such termination becomes effective.

The work that is complete, at the time of receipt of notice of termination shall be taken over by RCF at the CONTRACT terms and prices.

For the balance work RCF may opt:

- a)- to have any portion completed at the CONTRACT terms and conditions.
- b)- to cancel the reminder and pay the CONTRACTOR an agreed amount for material brought to site for execution of work

### 22.0.00 Correspondence.

All correspondence in respect of this invitation to bid should be made in English quoting bid invitation reference number appearing on the front page. Correspondence should be addressed in duplicate to:

Dy.General Manager (Purchase), Rashtriya Chemicals & Fertilizers Limited, Administrative Building, (Ground Floor), Chembur, MUMBAI 400 074, INDIA.

Fax should be sent at the following nos.

Fax No. +91(22) 25522320

### 23.0.00 Comparative Analysis of Bids

23.0.01 All bidders, in whatever currencies they are will be converted into Indian Rupees for the purpose of comparison. The rate of exchange used for such valuation will be those published by the Reserve Bank of India and ruling on the date of opening of the price bid, unless there is abnormal change in the value of currencies before the award of CONTRACT. In such event the exchange rate ruling at the time of decision to notify the award of CONTRACT to the successful BIDDERS will be used.

Comparison will be made between Indian offers (competitive) and Foreign offers on the basis of the landed price. RCF may however, give a margin of price preference to Manufacturers located in India at its sole discretion.

To determine the best evaluated BIDDERS, factors other than the price will also be taken into consideration. The following points will enter into evaluation.

- i)- Bids quoting firm price will be given preference over the bid's prices subject to escalation.
- ii)- Guaranteed delivery period as stipulated in the invitation to bid.
- iii)- Technical Quality (efficiency, reliability and suitability)
- iv)- Terms of payment – an Interest rate of 12% per annum or such other rate as decided by RCF from time to time will be used to compute the evaluation of prices in case of advance or progressive payments.
- v)- Bidders' experience in manufacturing similar equipment for similar duties and whether such equipments are in service and operating successfully at designed conditions.
- vi)- Maintainability and availability of maintenance assistance/support in India.
- vii)- Cost and availability of spare parts.
- viii)-Cost of vendor's assistance in Erection and commissioning.
- ix)- Cost of expediting and inspection.
- x)- Bidders' guarantee (nature of warranty and warranty period).
- xi)- Compliance with bid terms, specifications, drawings

and data sheets.

- xii)- Willingness to give shop drawings of spare parts and main equipments.

xiii)- Bids from Indian Public Sector Units.

### 24.0.00 Terms of payment.

#### 24.0.01 Foreign Suppliers

The material will be paid for the currency of the country of origin. In case the CONTRACT stipulates erection at the Indian site the charges for erection will be paid only in Indian currency. Therefore, the BIDDERS should clearly mention this amount in the bid.

100% payment shall be made through irrevocable letter of credit against submission of shipping documents and performance bond to cover defect liability period. The BIDDERS shall have to furnish the name of their bankers for opening the letter of credit by RCF.

#### 24.0.02 Indigenous suppliers.

RCF's normal payment term is payment within 30 days after receipt and acceptance of material at site, provided bank guarantee for performance if stipulated with the CONTRACT is submitted.

**RCF may with hold payment to such extent as may be necessary to protect itself from loss on account of:**

- i)- Defective work not remedied.
- ii)-Failure of the CONTRACTOR to make payment properly or for materials or for labour.
- iii)-Reasonable doubts that the CONTRACT cannot be completed with the balance CONTRACT.
- iv)-Damage to another CONTRACTOR or to RCF property and probable filing of claims.
- v)- For other reasons mentioned else where in NIT.

### 25.0.00 Advance payment.

In case of large contracts if the CONTRACTOR essentially needs any advance payment then this should be clearly indicated in the Unpriced commercial part of the bid documents. If approved by RCF, such advance payment will be released only on furnishing of suitable bank guarantee as per proforma enclosed for an amount equivalent to the 110% of advance payment. AN INTEREST RATE OF 12% OR SUCH OTHER RATE AS MAY BE DECIDED BY RCF FROM TIME TO TIME WILL BE USED AT THE TIME OF EVALUATION BID.

### 26.0.00 Period for the completion of the CONTRACT.

Time is the essence of the CONTRACT. The CONTRACT should be completed as per the time schedule given in the CONTRACT. The time schedule includes but not limited to time for submission of drawings for approval, incorporation of comments if any, final approval of drawing by RCF. However, if the approval of the drawing is delayed beyond 10 days from the date of receipt of RCF Office, corresponding extension in time shall be allowed provided CONTRACTOR gives a notice in writing that the approval in drawing is delayed and requests for extension of delivery period correspondingly. The CONTRACTOR shall furnish detailed PERT Chart indicating various events and activities, in his bid. CONTRACTOR shall submit to RCF their time schedule in respect of documentation, manufacture and supply of equipment, clearly indicating all

main or key events such as material procurement, manufacturing activities, testing, documentation, delivery, transportation, erection, etc.

RCF representative shall have the right to inspect the manufacturing activities at the CONTRACTOR's premises with a view to evaluate the actual progress of work on the basis of CONTRACTOR's time schedule given to RCF. RCF reserves the right to appoint third party inspection agency in addition to RCF's own inspection. All third party's inspection charge will be paid by RCF, unless otherwise specifically stated in the Purchase Order or Work Order.

Notwithstanding the above, in case of the progress in execution of the CONTRACT at various stages is not as per the time schedule or is not satisfactory in the opinion of the RCF which shall be conclusive or if the CONTRACTOR neglects to execute the CONTRACT with due diligence and expedition or shall contravene the provision of the CONTRACT. RCF may give notice of the same in writing to the CONTRACTOR calling upon him to make good the failure, neglect or contravention. Should the CONTRACTOR fail to comply with such notice within the period considered reasonable by RCF and specified in such notice RCF shall have the option and be at liberty to take the CONTRACT, wholly or in part, out of the CONTRACTOR and make alternative arrangements to obtain the requirements and completion of the CONTRACT at the CONTRACTOR's risk and cost and recover from the CONTRACTOR all extra cost incurred and agreed liquidated damages by the RCF on this account. In such an event RCF shall not be responsible for any loss that the CONTRACTOR may incur and CONTRACTOR shall not be entitled to any gain. RCF in addition shall have the right to forfeit Security/Performance Deposit in full or part.

#### **27.0.00 Liquidated damages for late delivery**

In the event that the CONTRACTOR fails to meet the time schedule agreed for submission of documents and/or supply of equipments or materials the CONTRACTOR shall pay the agreed damages. The agreed damages will be calculated on the total CONTRACT price including subsequent modifications if any, and price escalation, if contractual but exclusive of spare parts.

- i. In case of delay in supply of documents total price shall be reduced at the rate of 0.1% per week or part thereof subject to a maximum of 0.5% per document group.
- ii. In case of delay in delivery of equipment/material including shipping documents price shall be reduced at the rate of 0.5% per week or part thereof subject to maximum of 5% of CONTRACT value, without the owner being required to establish and prove the actual loss, damage suffered by the owner on accrual of such delay.

One week's grace period will be granted in the calculation of the delay. Date of delivery is the date of clean on board Bill of Lading or date of clear R/R and in case of direct delivery to our Stores the date of receipt at Stores.

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

#### **28.0.00 Inspection and Testing.**

RCF shall have the option to appoint an Inspection Agency for stage and final inspection of the equipment/material ordered under the CONTRACT. All testing and trials including those carried out for material, whether or not manufactured by CONTRACTOR, shall be witnessed by our Inspector. All the test certificates in original as required shall be furnished by the CONTRACTOR. Along with the supply of the equipment/material. The CONTRACTOR shall arrange where ever necessary and applicable, inspection as per statutory provisions such as Indian Boiler Regulation, Indian Electricity Act, Indian Explosive Act, etc. The CONTRACTOR shall be responsible for arranging the visit of the Boiler Inspector Electrical Inspector, Explosive Inspector, or any such statutory authority for obtaining necessary clearance before the supply of equipment/material.

The equipment shall be despatched only after the inspection and acceptance certificate issued by the Inspector in writing, unless otherwise provided for the CONTRACTOR. Copies of the inspection and acceptance certificates shall be sent to RCF along with the advance copies of the invoice.

#### **29.0.00 SUB CONTRACT**

Written consent of RCF should be obtained before the work is sub contracted, in case the CONTRACTOR intends to employ SUB CONTRACTOR(s). Sub contracting shall not imply any limitation of CONTRACTOR's liability to fulfill the CONTRACT. Should the SUB CONTRACTOR, in the opinion of RCF, appear to be unfit to carry out his part of the CONTRACT or the progress of the SUB CONTRACTOR's work in such that the planned time of completion within the terms of the order is jeopardized, RCF shall have the right to instruct the CONTRACTOR in writing to terminate the SUB CONTRACT without notice or a short notice. This shall not give raise to any claim from SUB CONTRACTOR or relieve the CONTRACTOR from any of his contractual obligations and responsibilities.

#### **30.0.00 Disputes and Arbitration**

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

#### **31.0.00 Transit Risk Insurance.**

All consignments under the CONTRACT, which are despatched to RCF, will be covered for Transit Insurance under RCF's Open General Insurance Policy with the underwriters M/s. RELIANCE GENERAL INSURANCE CO. LTD,

3<sup>RD</sup> FLOOR, PALAI PLAZA, OPP. PRITAM HOTEL,  
DADAR T.T., MUMBAI 400 014. FAX NO.  
24103779

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MR. GAURAV SHARMA, Mobile No.9322967804;  
Email: [gaurav.s.sharma@relianceada.com](mailto:gaurav.s.sharma@relianceada.com)  
or such other Insurance Company as may be prescribed by  
RCF from time to time.

Advance intimation of despatch of consignment(s) shall be given by the CONTRACTOR to our underwriters indicating there in the manner of despatch, nature of packing, weight and such other details as required for insurance coverage. The CONTRACTOR should ensure that the above information is forwarded under Registered Acknowledgement Due Letter, and acknowledgement received is kept in their record. The contractors shall also ensure that supply of material is adhered to as per CONTRACT and packings are as per specifications laid out under Marine Insurance Guidelines.

CONTRACTOR shall assist RCF, Insurance Co., Surveyors, and any other coordinating agency appointed by RCF for early settlement of claim(s) if any.

CONSIGNMENTS DESPATCHED ON "CIF" OR "FREE DELIVERY TO RCF" BASIS SHALL NOT BE INSURED AGAINST RCF'S OPEN GENERAL INSURANCE POLICY.

#### **31.0.01 Indigenous Suppliers.**

The consignment shall be insured for cost plus freight plus taxes if applicable, with the M/s. RELIANCE GENERAL INSURANCE CO. LTD,  
3<sup>RD</sup> FLOOR, PALAI PLAZA, OPP. PRITAM HOTEL,  
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or such other Insurance Company as may be prescribed by  
RCF from time to time. The Indigenous Suppliers shall intimate the above underwriters in writing as soon as the consignment is despatched with despatch particulars.

#### **31.0.02 Foreign Suppliers**

The consignment shall be insured against all the risks including SRCC type from suppliers warehouse to warehouse of RCF with the above underwriters. Foreign suppliers shall intimate the above underwriters in writing as soon as the consignment is despatched from their works with despatch particulars.

#### **32.0.00 Taxes and Duties**

All taxes and duties should be filled separately in the BOQ, where ever applicable. RCF is registered under Central Sales Tax Act as well as Maharashtra Sales Tax Act. Central or Maharashtra Sales Tax as applicable should be stated in the quotation. In case of CST 'C' Form will be issued. Our CST No. is 400074 – C.I. dated 01.04.96 and MST No. 400074 S I dated 1.4.96. CONTRACTOR shall submit all original documents for payment of Excise Duty, Customs Duty, Octroi, etc.

#### **33.0.00 Jurisdiction of Court**

The CONTRACT shall be deemed to have been entered into at Mumbai , INDIA and all causes of action in relation

to the CONTRACT will thus be deemed to have been arisen only within the jurisdiction of the Mumbai Courts.

#### **34.0.00 Secrecy**

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

#### **35.0.00 Law governing the CONTRACT**

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

#### **36.0.00 Negotiations**

RCF may not conduct any negotiation for the bid as far as possible. However, RCF reserves the right to conduct negotiation if the conditions so warrant.

#### **37.0.00 Force Majeure.**

Neither the CONTRACTOR nor the RCF shall be considered in default in the performance of their contractual obligations under the order so long as such performance is prevented or delayed for reasons, such as Acts of God, severe earthquake, typhoon or cyclone (except monsoon) floods, lightning, landslide, fire or explosion, plague or epidemic, strikes, lockouts lasting more than 14 consecutive calendar days sabotage, blockages, war, riots, invasion, act of foreign enemies, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection, or military usurped power or confiscation or trade embargoes or destruction or requisition by order of any Government or any public authority.

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

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

CONTRACTOR shall endeavor to prevent, over come or remove the causes of force majeure.

No ground for exemption can be invoked if the CONTRACTOR failed to give timely notice by a Registered Letter and subsequently supported by documentary evidence.

#### **38.0.00 Patent Rights.**

The CONTRACTOR shall fully indemnify RCF, its customers and users, against any action, claim or demand, costs or expenses, arising from or incurred by reason of any infringement or alleged infringement of letters, patent, trade mark or name, copyright or other protected rights in respect of any materials supplied. All royalties and the like payment shall be paid directly by the CONTRACTOR.



**END OF NIT DOCUMENT**

**XXX --- XXX --- XXX**