

	<p>RASHTRIYA CHEMICALS AND FERTILIZERS LIMITED (A Government of India Undertaking) CIN NO. L24110MH1978GOI020185 Corp. Office : Priyadarshini Bldg. E.E. Highway, Sion –Mumbai -400 022 INDIA(Marketing division, 8th Floor) Phone: 022 2552 3042/3097 Website: www.rcfltd.com</p>
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TECHNICAL BIDS ARE INVITED FOR PREQUALIFICATION OF SSP SUPPLIERS ALONG WITH PRICE BIDS FOR SUPPLY OF BAGGED SINGLE SUPER PHOSPHATE (GRANULAR) ON TRADE MARGIN BASIS FOR THE PERIOD OF 15 (FIFTEEN) MONTHS.

TENDER NO. E_TENDER_IET_SSP_2026_27		(TOTAL NO. OF PAGES 1 TO 56)
Important dates		
PRE-BID MEETING: - At the above Office address.		18.06.2026 at 11.00 am
Last date & time of submission of e-Tenders		03.07.2026 up to 11.00 am
Date & Time of opening of e-Tenders		04.07.2026 at 11.00 am

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

For any queries and help please contact:

Central Public Procurement Portal Helplines.: 01204200462/01204001002,

Mob.No.08826246593

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

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

Kindly refer **bidder's manual kit** available on bidders section on e-tendering website **www.eprocure.gov.in** (CPP) for detailed procedure for bid submission.

It is advised that the bidder uploads small sized documents (preferably up to 5 MB) at a time to facilitate in easy uploading into e-tendering site. Standard documents required for tenders can be uploaded in 'My space' facility in your account. **Maximum size allowed for offer submission is 25 MB.** The bids shall be uploaded in **Two Bid System** in electronic form only through e-tendering system on **www.eprocure.gov.in** (CPP) website. **In the event of non-acceptance to all terms and conditions, all Clauses of NIT, Annexures, scope of work etc. of Tender document may lead to rejection of offer.**

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DEFINITIONS:

The "Company" shall mean "Rashtriya Chemicals and Fertilizers Limited", having its Registered Office at "Priyadarshini", Eastern Express Highway, Mumbai - 400022 (Which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns).

- i) The "Supplier/Contractor/Seller" shall mean the Tenderer whose tender has been accepted and shall include his legal representative's heirs, successors and assigns.
- ii) General Manager (Marketing) shall mean the Officer in Administrative charge of the Fertilizer Division of Rashtriya Chemicals and Fertilizers Ltd.
- iii) DGM(IET) shall mean the Officer in administrative charge of Import, Export and Trading (IET) Department, RCF Ltd. Mumbai
- iv) G- SSP shall mean **Granulated** Single Super phosphate

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

The tenderer is considered common when:

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

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

- a. Commonness among tenderers: Tenders of participating common firms i.e. two or more tenderers participating in the same tender, shall be considered as having been received from only one tenderer in different names. Only one tender of such common firm shall be considered.
If commonness is found amongst the tenderers during scrutiny of tender documents, RCF reserves the right to register any one unit out of the units owned by the same owners/directors.
- b. Commonness among tenderer and RCF dealer: If the tenderer is having commonness with RCF Dealer then tender will be rejected if the location of dealer and the location for which tender is received, both are in the same state.
- c. Commonness among tenderer and RCF employee: Tenders received from firms having the TENDERER or any employee of the TENDERER or any person acting on behalf of the TENDERER, either directly or indirectly, is a relative of any of the employees of RCF, then their tender will be rejected.
- v) **Relative** : The term 'Relative' for this purpose would be defined as 'Father (including step-father), Mother (including step-mother), Son (including step-son), Son's wife, Daughter, Daughter's husband, Brother ((including step-brothers) and Sister (including step-sisters)'.
- vi) **Firm:** The term 'firm' or 'bidder' has the same meaning for the purpose of these Guidelines, which includes an individual or person, a company, a cooperative society, a Hindu undivided family and an association or body of persons, whether incorporated or not, engaged in trade or business.
- vii) **Allied firm:** All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:

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- a. Whether the management is common;
 - b. Majority interest in the management is held by the partners or directors of banned/ suspended firm;
 - c. Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice.
 - d. Directly or indirectly controls, or is controlled by or is under common control with another bidder.
 - e. All successor firms will also be considered as allied firms.
- viii) **Debarment:** The terms "banning of firm", 'suspension', 'Black-Listing', "Holiday" etc. convey the same meaning as of "Debarment".

Volume of Work:

No guarantee can be given as to any definite volume of work, which will be entrusted to the Supplier at any time or during the period of contract. However, the rates finalized for this tender (**Trade Margin Rates-Rs/MT**) will be applicable for the entire period of contract and the Supplier has to perform work and supply material for the entire contract period regardless of estimated quantity. The tentative State-wise requirement are as under.

Sr No	States	Estimated Quantity of GSSP (MTs)
1	Rajasthan	9000
2	Haryana	8000
3	Punjab	8000
4	Gujrat	5000
5	Tamilnadu	2650
6	Telangana	1000
7	W. Bengal	5000
	Total	38650



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

To be uploaded in Packet No.	Contents	Referring Page, No	To be uploaded as per Annexure No.
Packet :1	EMD : Duly Signed, sealed and Scanned copy of E.M.D. Challan deposited in Bank Account Or Valid EMD Exemption Certificate/Document.	38	Annexure -IX
	<u>“PRE-QUALIFICATION DETAILS”</u> Duly Signed, sealed and Scanned copy of “Pre-qualification Details”	39-41	Annexure -X
	<u>SUPPORTING DOCUMENTS FOR PRE-QUALIFICATION”</u> Scanned copy of supporting documents as per pre-qualification criteria: I. Certificates regarding Constitution of firm (as applicable) II. Authorization Letter III. Copy of PAN card, IV. Copy of Certificate for GST Registration Number. V. Undertaking for the guidelines issued by DOF vide file no 15011/20/2017-MPR dated 21.09.2022 or any amendment or re-enactment thereto. VI. Manufacturer should submit consent of establish/operate issued by State pollution control board. VII. CA certified annual production capacity and actual production for the previous two years i.e., 2024-25 and 2025-26. <i>(Certificates/documents issued by Chartered Accountant only with UDIN number will be valid and accepted)</i>	Party's Documents	Party's Documents
	INTEGRITY PACT: To be submitted duly filled, signed and sealed by authorised person of the Tenderer. <u>and</u> PROCESS COMPLIANCE FORM : To be submitted on letterhead- Duly signed and sealed by authorised person of Tenderer. <u>and</u> UNDERTAKINGS: To be submitted on letterhead-Duly signed and sealed by authorised person of Tenderer.	42-49	Annexure -XI,XII &XIII.
	Declaration-DOF Guidelines vide file no 15011/20/2017-MPR dt. 21.09.22 or any amendment or re-enactment thereto. Declaration-Bid Securing Declaration Declaration-Land Border sharing Undertaking- Regd. Common Directors/Partners etc.	52 53 54-55 56	XV XVI XVII XVIII
Packet-2	Financial Bid		

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

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

Price Bid (BILL OF QUANTITY i.e. BOQ) given with tender to be uploaded after filling all relevant information like Trade Margin in Rupees per MT per State.

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

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

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

FOR SUPPLY FROM SUPPLIER PLANT: Only BASIC RATES to be quoted for trade margin, i.e. EXCLUSIVE OF GST. (GST to be additional).

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

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Format- Financial Document indicating price break-up

Validate Print Help

Item Rate BoQ

Tender Inviting Authority: RASHTRIYA CHEMICALS AND FERTILIZERS LTD; MUMBAI -400022 (I.E.T. DEPT.)

Name of Work: Supply of Bagged Single Super Phosphate (Granular) on trade margin basis for the period of 15 (Fifteen) months.

Contract No: e_TENDER_IET_SSP_2026_27

Sl. No.	State-Product	Item code	Units for Rates to be quoted.	ESTIMATED QUANTITY (MT)	Trade Margin (Rs./MT) In Figures To be entered by the Bidder	Trade Margin (Rs./MT)	TOTAL AMOUNT: ESTIMATED QTY (MT) X TRADE MARGIN (Rs./MT)	TOTAL AMOUNT	VALUE IN RUPEES IN WORDS
1	2	3	4	5	6	7	8	9	10
1.01	Rajasthan SSP-Granular	A-1	(RS/MT)	9000.00		-	-	-	INR Zero Only
1.02	Haryana SSP-Granular	A-2	(RS/MT)	8000.00		-	-	-	INR Zero Only
1.03	Punjab SSP-Granular	A-3	(RS/MT)	8000.00		-	-	-	INR Zero Only
1.04	Gujrat SSP-Granular	A-4	(RS/MT)	5000.00		-	-	-	INR Zero Only
1.05	Tamilnadu SSP-Granular	A-5	(RS/MT)	2650.00		-	-	-	INR Zero Only
1.06	Telangana SSP-Granular	A-6	(RS/MT)	1000.00		-	-	-	INR Zero Only
1.07	W Bengal SSP-Granular	A-7	(RS/MT)	5000.00		-	-	-	INR Zero Only
Total in Figures				38650.00				-	INR Zero Only
Quoted Rate in Words		INR Zero Only							

SCOPE OF WORK & GENERAL TERMS AND CONDITIONS OF CONTRACT

1.00 SCOPE OF WORK:

- 1.01 Rashtriya Chemicals and Fertilizers Ltd, Mumbai invites sealed tenders for Granulated Single Super Phosphate (GSSP) from manufacturers with single or multi-unit production facilities to be marketed in different States in bags of 50 Kgs., each.
- 1.02 The product will be marketed in manufacturer's brand name. The contract involves supplying GSSP to RCF dealers, without use of hooks and transportation to various destinations in different States on **FOR basis**.
- 1.03 RCF shall procure orders/indents periodically from its dealers in states selected and place consolidated orders on Supplier. However, the quantity is not guaranteed.
- 1.04 Supplier has to supply the material on FOR basis to various dealers in State. Supplier can deliver the material directly by road from his manufacturing unit.
- 1.05 The successful supplier shall ensure that the goods are delivered within 7 days from the date of placing of order by RCF.
- 1.06 The supply of SSP shall be made in 50 Kg HDPE/PP bags in manufacturer's brand with inner liner in conformity with the standard norms laid down for supply of GSSP under FCO. The bags shall be arranged by the supplier. The bags should have printing as "**Marketed by RCF Ltd**" along with other relevant contents.
- 1.07 The supplier will be responsible for claiming the subsidy from DoF for the material supplied to RCF for marketing in different States. The supplier will be liable for fulfilment of all the conditions such as minimum production criteria, quality of product, uploading / entering of data of production, sale, dispatch etc. The supplier will be responsible for obtaining necessary DOF/DOA permissions for marketing tie-ups in the states.
- 1.08 The supplier should note the following points during transportation of materials.
- i. In case of damaged material, the supplier will have to replace the goods at his risk & cost.
 - ii. In case of shortage of material supplied, the amount to the extent of shortage and purchased would be deducted from the payment of the supplier.
 - iii. Invoices for all supplies made by Supplier shall be raised on RCF. RCF will in turn raise invoices on its dealers.
 - iv. Supplier shall submit proof of delivery to RCF for each consignment.
 - v. Supplier shall ensure delivery of materials within 7 days of receiving the order/indent or as per the schedule mutually agreed with RCF.
 - vi. The product shall be marketed under Supplier's brand mentioning "**Marketed by- RCF Ltd**" in accordance with the Legal Metrology Act, 2009; Legal Metrology (Packaged Commodities) Rules, 2011; Fertilizer Control Order, 1985 and the guidelines issued by DOF vide file no 15011/20/2017-MPR dated 21.09.2022.
 - vii. Supplier shall provide the required artwork/design which will be approved by RCF. Bags shall be procured at Supplier's cost.
 - viii. The risk, title, and interest in the material shall pass to the consignee upon delivery at destination, as per RCF's delivery schedule.
 - ix. RCF shall communicate its indicative requirements for the next two-three months at the beginning of each month to help Supplier plan production. However, this is not the final quantity and is subject to change at any time without any prior notice/intimidation.
 - x. GST, as applicable, shall be charged extra.
 - xi. Supplier warrants that the SSP supplied shall conform to FCO standards. Pre-dispatch quality testing of the material shall be conducted accordingly.
 - xii. Supplier shall promptly handle any dealer complaints and update RCF on corrective actions. Dealers will notify Supplier directly in case of government sampling.
 - xiii. Supplier shall allow RCF/authorized third-party personnel access to the factory for inspection, sampling, and analysis of every batch. The cost of third-party inspection shall be borne by Supplier.
 - xiv. RCF agrees to treat all information obtained during the implementation of the agreement as confidential and will not disclose it without prior written consent from Supplier.

- xv. In case of any quality deficiency, Supplier shall take back substandard stocks at their cost. In case of sample failure, they shall extend legal, technical, and financial support and indemnify RCF.
- xvi. Batch-wise chemical analysis records shall be maintained by Supplier, and third-party inspections shall be facilitated.
- xvii. A 5% retention amount shall be deducted from each running bill of suppliers as a quality security. This amount shall be released at the end of the contract upon receipt of a certificate confirming no sample failures. Any withheld amount will pertain only to non-FCO quality stocks.**
- xviii. Product should be in the brand name of the manufacturer of SSP and the subsidy will be eligible for the SSP unit itself. The SSP unit shall be liable for fulfillment of all the conditions such as quality of the product, uploading/entering of date of production, sale, dispatch, etc.
- xix. The name of SSP Manufacturer should be prominently displayed on the bags of SSP sold under the marketing arrangements issued by the Department of Fertilizers. The font size of the name of manufacturer on the bag shall not be smaller than 35 Arial black. The font size of the name of marketer shall not exceed the font size of 25 Arial black on 50 Kg SSP Bag.
- xx. Supplier will strictly adhere to the guidelines issued by DOF vide file no 15011/20/2017-MPR dated 21.09.2022 and timely amendments in the guidelines issued by DOF**
- xxi. Supplier shall strictly follow the guidelines given by DOF pertaining to the quality of the product mentioned in guidelines issued by DOF vide file no 15011/20/2017-MPR dated 21.09.2022 specially in Sr. No 2,3,4A, 4Bl. 4BII and 4BIII, 6,7,8 etc.

2.0 Prequalification Criteria:

- 2.01 Only manufacturers of Single Super Phosphate (Granulated SSP) are eligible to participate in this tender.
- 2.02 With effect from 01.04.2024, new units of SSP should have capacity of minimum 100000 MT. All SSP unit, including existing units should be eligible for payment of subsidy under NBS as per guidelines issued by DOF vide file no 15011/20/2017-MPR dated 21.09.2022.
- 2.03 CA certified annual production capacity and actual production for the previous two years i.e., 2024-25 and 2025-26
- 2.04 Manufacturer should submit copy of MoA/AoA.
- 2.05 Manufacturer should have copy of certificate of incorporation issued by the registrar of the companies.
- 2.06 Manufacturer should submit consent of establish/operate issued by State pollution control board.
- 2.07 The manufacturer should submit valid Manufacturing license and selling license.
- 2.08 Copy of valid registration certificate under FCO.
- 2.09 EMD amount will be 1 lakh (Rs. 100000/-) for each Bid (Separate for each state). Tender submitted without Integrity pact and EMD/ valid EMD exemption certificates will not be considered.**
- 2.10 Undertaking (on letterhead) that supplier will strictly adhere to the guidelines issued by DOF vide file no 15011/20/2017-MPR dated 21.09.2022 and amendments in the guidelines/new guidelines issued by DOF from time to time, failing to give undertaking, supplier will be disqualified.
- 2.11 GST number copy of the Firm.
- 2.12 PAN card copy of the firm.
- 2.13 iFMS ID.

3.0 SUBMISSION OF TENDERS

- 3.01 The tenderer, after studying all tender documents carefully shall submit the tender. The tenderer shall acquaint himself/themselves fully and thoroughly with Company and its marketing territory, terms, conditions and limitations including the Scope, requirement and official / statutory regulations conforming to which and subject to which the job is to be performed. Submission of tender implies that the tenderer has obtained all the clarifications required by him / them. No claim on ground of want of knowledge in such respect will be entertained. Failure to comply with the above-mentioned requirements will not absolve the tenderers of their obligations and duties under the contract in the event of their tenders are accepted. Nor any claim whatsoever shall be entertained on the plea of ignorance/overlooking.
- 3.02 The Company shall have the sole and unfettered discretion to withdraw the invitation to tenders or reject any or all tenders without assigning any reason thereof. No correspondence / communication / compensation claim in this behalf from tenderers shall be entertained.
- 3.03 **The tenderer should quote the rates of RCF trade margin in Rupees per MT in figures as well as in words.** Quoting of rates in words & figures is mandatory. The rate shall be applicable for all destinations in the state quoted. In case the quotation is received in more than two decimals or only in words or only in figures, the same is liable to be rejected. The purchase and sales terms of SSP will be decided from time to time subsequent to award of contract. **The tenderer has to quote trade margin in Rs/MT in the PRICE BID sheet, failing which their tender is liable to be rejected.**
- 3.04 **The rates quoted in the tender are to hold good for a period of 75 days from the date of opening of the tenders.** And if contract is awarded, RCF's margin will be valid for the entire period of contract. No tenderer can withdraw his tender or revoke or revise the RCF's margin within the aforesaid period of 75 days and If the tenderer withdraws / revises / revokes OR shows unwillingness to conform with his offer, **the tenderer is liable for de-listing from the current panel of pre-qualified suppliers and will also not be eligible for immediate next empanelment as per Disciplinary measures (Annexure VII).** The tender may change the terms of supply during the course of contract to meet the market needs. However, RCF's margin will be valid for the entire period of contract.
- 3.05 If the tender submitted is not in the name of any individual, the tenderer shall disclose the nature, constitution and registration of the tendering firm and the tender shall be signed by a person or persons duly authorized to do so by means of a legally valid documents which, or a duly certified copy of the same, shall be attached with the tender.

4.0 Service of Notice of Contract

The suppliers shall furnish the name, designation and address of his authorized agent. All complaints, notice, communications and references shall be deemed to have been duly given to the supplier if delivered to the supplier or his authorized agent or left at or posted to the address so given and shall be deemed to have been so given in the case of posting on the day on which they should reach such address in the ordinary course of post or on the day on which they were so delivered or left. In the case of contract by partners, any change in the constitution of its firm shall be forthwith notified by the supplier to the company and it will not affect the validity of the contract. In the event of refusal to accept any communication/notice/ complaints/references OR failure on the part of authorized agent to be present at RCF Mumbai / RCF office in the state of operation, whenever called for telephonically also, notice of contract shall be deemed as served.

5.0 Commencement of Work

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

Delay / Failure in commencement / Completion of work:

The time shall be regarded as the essence of the contract. The material will be supplied only on FOR basis within 7 days of receipt of order. If the supply is delayed by the supplier beyond 7 days of receipt of order it will be considered as delay in supply of material and entitles the company the right to exercise the following options

- a) To accept the material by levying penalty @ 1% of the Invoice value Excl. GST for every week of delay.
- b) To treat the default as breach of contract and to terminate the contract forthwith forfeiting the Security deposit and taking other actions as under.
The delay/failure on the part of supplier to start work on the stipulated date or failure to supply the GSSP shall entitle the Company to any of the followings.
Stop further requisitions for supply on all orders, from the supplier for such period as deemed necessary by the company.
- c) Get the material as per indent through any other party at risk and cost of the supplier. Get the supply of GSSP for balance period of the contract through any other party at risk and cost of the supplier.
- d) To undertake any other measures deemed fit in order to supply the material considering time as the essence of contract.

At the discretion of the company, the supplier whose part or full job has been put under risk and cost is liable for de-listing from current panels of pre-qualified supplier of GSSP AND also will not be eligible for immediate next empanelment for the minimum period of two years.

Maximum of four penalties will be levied in case of non-supply of a particular indent. There after the company at its discretion may take any or all steps as above as deemed necessary by the company and the same shall be acceptable to the supplier.

6.00 Rejection and acceptance of tenders:

6.1 Rejection of tender

Any tender is liable to be rejected,

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

6.2 ACCEPTANCE OF TENDER: -

The acceptance of tender will rest with the company, which does not bind itself to accept the highest tender and reserves to itself the right

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

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- h. When tenders are received from any proprietorship/firm/companies having the same Proprietor or one or more Partners/directors in the business organization of any other party (hereinafter called common firms), such tenders shall be considered as having been received from only one applicant in different names. and the highest acceptable quotation of such common firm shall only be considered for evaluation.
- i. When tenders are received from any Proprietorship /firms/companies, having one or more common business facilities such as Telephone, fax, emblem, address etc. shall be considered as having been received from only one tenderer in different names and the acceptable quotation of such common firm shall be considered from the pre-qualified list.

7.00 PERIOD OF CONTRACT:

The period of contract is **15 (Fifteen) months**. However, RCF reserves the right to terminate the contract, without assigning any reasons thereof, by giving 7 (Seven) days 'notice. It is further agreed that the R.C.F. may forfeit the Security Deposit on refusal/failures of the Supplier to work promised herein above. It is also agreed that the Company may de-list the Supplier from the current panel of pre-qualified suppliers and will also not be eligible for immediate next empanelment as per Disciplinary Measures (Annexure VII) on refusal/failures of the Supplier to work as promised herein above.

8.00 SPLITTING OF CONTRACT:

The trade margin rates of highest bidder (H1) will be offered to all eligible parties to match the rates. This opportunity shall be extended to all eligible bidders who's offers are technically acceptable and the party/parties willing to match trade margin rates of H1 bidder for their supplies.

9.0 ORDERS & SUPPLY:

- I.RCF shall procure orders / indents periodically from its dealers and place consolidated orders to the supplier.
- II.For movement, supplier will supply on FOR destination basis, its Single Super Phosphate (SSP) 16% P₂O₅ granulated to the destination as per orders/ indents placed by RCF.
- III.All the orders will be placed by RCF. Invoices will be raised by RCF after supplier confirms the dispatch of Single Super Phosphate (SSP) 16% P₂O₅ granulated to the destination. Dispatch details have to be sent to RCF's office of the State on daily basis by E-Mail.
- IV.The supplier shall ensure delivery of materials generally within 7 days from the receipt of orders /indents or as per agreed schedule between supplier & RCF.
- V.The product shall be marketed under Supplier's brand mentioning "Marketed by- RCF Ltd" in accordance with the Legal Metrology Act, 2009; Legal Metrology (Packaged Commodities) Rules, 2011; Fertilizer Control Order, 1985 and the guidelines issued by DOF vide file no 15011/20/2017-MPR dated 21.09.2022or any amendment or re-enactment thereto.
- VI.RCF will provide suitable art work and design for printing on HDPE/PP bags. (Bags to be procured at cost by supplier)
- VII.The supplier has agreed to deliver the said Single Super Phosphate (SSP) 16% P₂O₅ granulated to the destination as per the delivery schedule provided by RCF & the risk, title & interest in & of the said Single Super Phosphate (SSP) 16% P₂O₅ granulated delivered shall pass on to the consignee on delivery of goods.
- VIII.The quantity & period of delivery shall be mutually agreed to by & between the parties & RCF shall indicate their tentative requirements for the next two-three months at the beginning of every month to enable M/s.----- (Name of supplier) to plan their production of Single Super Phosphate (SSP) 16% P₂O₅ granulated .
- IX.GST as applicable will be extra.

10. QUALITY:

- i) The supplier warrants & represents that the products supplied under this agreement shall conform to required FCO standards and agrees to do the necessary pre-dispatch quality testing of material as per FCO.
- ii) The supplier shall handle the Dealers' complaints promptly and intimate RCF of the actions taken there against. RCF will ensure that their dealers inform the supplier about sampling details by Govt. Department then and there.
- iii) The supplier hereby agrees and undertakes to allow the personnel of RCF/Third Party to enter upon the factory premises and provide them with all the facilities and extend full co-operation for carrying out work relating to inspection, sampling & analysis of each batch of SINGLE SUPER PHOSPHATE (SSP) 16% P₂O₅ granulated to check its quality. The expenses of Third Party Inspection will be borne by the manufacturer on actuals. The cost of Third Party Inspection will be deducted along with the trade margin so finalized by RCF.
- iv) The supplier shall ensure that for any deficiency in quality of Single Super Phosphate (SSP) 16% P₂O₅ granulated supplied by them and the supplier shall take back at their cost sub-standard stock from the dealers. In case of sample failure cases, the supplier would extend all the support legally, technically and financially and undertake to indemnify RCF immediately.
- v) The supplier will maintain batch to batch chemical analysis of their product. In addition to this its own quality checks, shall facilitate Third Party Inspection as stated in clause 3(iii) here above.
- vi) **Retention amount of 5% from running bills of supplier will be taken by RCF for security of quality as per FCO even at field level. This amount will be paid at the end of contract based on certificate that no sample of supplied quantity has failed till date. However, the amount will be withheld only for the quality found to be non-FCO and balance amount will be refunded to the supplier.**
- vii) The Product should be in the brand name of the manufacturer of SSP and the subsidy will be eligible for the SSP unit itself. The SSP unit shall be liable for fulfillment of all the conditions such as quality of the product, uploading/entering of date of production, sale, dispatch, etc.
- viii) The name of SSP Manufacturer should be prominently displayed on the bags of SSP sold under the marketing arrangements issued by the Department of Fertilizers. The font size of the name of manufacturer on the bag shall not be smaller than 35 Arial black. The font size of the name of marketer shall not exceed the font size of 25 Arial black on 50 Kg SSP Bag.
- ix) The supplier will strictly adhere to the guidelines issued by DOF vide file no 15011/20/2017-MPR dated 21.09.2022 and timely amendments in the guidelines issued by DOF.

11. PRICES:

1. The rates (Trade margin) specified in the tender should be exclusive of GST but inclusive of any other taxes, toll, duties of any kind, cess, royalty or commission in respect of the contract.
2. RCF trade margin (Rs/MT) should be strictly quoted in BOQ of Packet-2 Financial Bid and nowhere else. Quoting RCF margin (Rs/MT) anywhere other than BOQ of Packet-2 Financial Bid will be liable for tender rejection.
3. The rates quoted in the tender are to hold good for a period of 75 days from the date of opening of the tenders. And if contract is awarded, RCF's margin will be valid for the entire period of contract.
4. No tenderer can withdraw his tender or revoke or revise the RCF's margin within the aforesaid period of 75 days and If the tenderer withdraws / revises / revokes OR shows unwillingness to conform with his offer, the tenderer is liable for de-listing from the current panel of pre-qualified suppliers and will also not be eligible for immediate next empanelment as per Disciplinary Measures (Annexure VII). The tender may change the terms of supply during the course of contract to meet the market needs. However, RCF's margin will be valid for the entire period of contract.

12. REMEDIAL MEASURES FOR SUPPLIER OFFERING DIFFERENT TERMS TO DEALERS IN MARKET:

12.01 Supplier shall ensure the offered sale price and terms by them to its own dealers in the season in a given state shall not be less than the offered price and terms against the current GTC/ Finalized rate and terms to RCF. In case Supplier is found to offer lower price and better terms as compared to that offered to RCF, in such case the difference in FOR price (FOR price of RCF - FOR price offered by Supplier to dealers in the same market) shall be deducted while making payment of invoices towards supply of SSP.

13 PAYMENT:

- a. Payment against all sales proceeds will be collected at the respective State/Area/District Sales offices of RCF
- b. Subsequently the payments will be transferred to the supplier's account in the state of sale after deduction of a) Retention amount b) RCF margin c) Dealer Margin d) Cash Discount and e) other discounts and penalties if any etc.**
- c. The supplier shall submit bills for the State/area offices separately along with tax invoices and material delivery acknowledgement invoices.
- d. If e-invoice is applicable to the supplier, supplier should ensure that their invoices must be bearing IRN and QR code, otherwise RCF will not pay any amount for such supplies. The delivery/lorry receipt shall not entitle supplier for payment.
- e. Supplier has to comply with all statutory provisions.
- f. Payment of bills shall be made to the supplier as per credit period mentioned and mutually agreed terms with RCF.

14 SECURITY DEPOSIT:

- 14.02 Instead of taking security deposit, retention amount of 5% from running bills of supplier will be held by RCF as a security of quality as per FCO even at field level. This amount will be paid at the end of contract based on certificate that no sample of supplied quantity has failed till date. However, the amount will be withheld only for the quality found to be non-FCO and balance amount will be refunded to the supplier.
- 14.02 The Security furnished by the Supplier shall not carry any interest.
- 14.03 The Security Deposit shall remain at the entire disposal of the Company, as a security for the satisfactory execution and completion of the work in accordance with the terms and conditions of the contract. The Company shall be at liberty to deduct and appropriate from the security deposit any losses, damages, penalties and dues as may be payable by the Supplier under the contract and the amount by which the security deposit is reduced by such appropriation will be made good by further deduction from the Supplier's subsequent bills until the security deposit is restored to its full limit mentioned above.
- 14.04 If the Supplier had previously held any contract and furnished security deposit with the Company, the same shall not be adjusted against this tender and a fresh security deposit will be required to be furnished.
- 14.05 On satisfactory performance and completion of the contract in all respects and upon return in good condition of any property belonging to the Company which may have been issued to the Supplier the Security Deposit will be returned to the Supplier without any interest on presentation of NO DEMAND CERTIFICATE from Concern state I/c/DGM(IET).

15.00 PERFORMANCE/TERMINATION OF THE CONTRACT:

- 15.1 If the Supplier is unable or fails or neglects to execute the work covered by the contract, any loss incurred by the Company in this respect will be on Supplier's account and will be deducted from the running bills / Security deposit of the Supplier. In case of adjustment of losses against security deposit/retention amount, the Supplier shall make good the security deposit and restore it to its original value within one month of deduction. **DGM(IET)**, or his authorized representative at his entire discretion may also terminate the contract in part

or in full after giving 7 (seven) days' notice in writing to the Supplier, if in his opinion, the work under the contract is not being done to his satisfaction in accordance with the terms and conditions of the contract, **DGM(IET)**, or his authorized representative will have the right, in such an event, to get the job done by a third party in part or full at the RISK AND COST of the Supplier.

- 15.2 In case it is found that any information furnished by the Supplier is false or incorrect, **DGM(IET)** or his authorized representative at his entire discretion may terminate the contract without giving any notice.

16.00 Insolvency or inability to perform contract satisfactorily:

- 16.1 Should the Supplier's preparation for the commencement of work or any portion of it, or his subsequent rate of progress be, for any cause whatsoever, go slow in the opinion of the DGM(IET), or any other designated authority (which shall be conclusive) that the Supplier will be unable to complete the work or any portion thereof, as agreed upon or should be neglected to comply with any directions given to him by the Company or in any respect fail to perform the contract, the Company shall have power to declare the contract to have come to an end, in which case the Supplier shall be liable for any expenses, loss or damage which the Company may incur, or sustain by reason of or in connection with the Supplier's default.

- 16.2 Assignment or sub-letting of contract:
The Supplier shall not assign or sublet the contract or any part thereof or allow any person to become interested therein in any manner whatsoever without the previous consent in writing of the company which consent the Company shall be entitled to withhold without assigning any reason or ground thereof. Any breach of this condition shall entitle the Company to take such steps as may be necessary and also terminate contract. Such termination shall also render the Supplier liable for payment to the Company in respect of any loss or damage arising or ensuing from such cancellation. The permitted subletting of work by the Supplier shall not establish any contractual relationship between the sub-Supplier and the Company and shall not release the Supplier of any responsibility under the contract. In the event of sufficient dues not being available to compensate for the above, the Supplier shall reimburse the Company for the same by making payment through a Demand Draft/Online Transactions.

17.0 Indemnity:

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

- a) The supplier shall ensure to take back at their cost, substandard stock from the Dealers for any deficiency in quality of GSSP supplied by them, before it is exhibited for sale. In the event of product being declared substandard by any law enforcing authority, supplier shall take appropriate steps to resolve the matter under the provisions of the law and shall defend on behalf of RCF and shall keep RCF free from any liabilities, litigations and claims by such authorities and/or any third parties.
- b) The supplier shall indemnify and always keep RCF indemnified against any and all claims, penalties, charges, expenses and costs incurred or liable to be incurred by RCF arising

due to supply of substandard and/or off-spec goods, infringement of any laws, statutes, rules, trademarks and all other statutory violations by supplier in respect of the goods supplied/to be supplied under this agreement.

In case of damage/substandard/off-spec material, the supplier will have to replace the goods at its own cost

18.00 Supplier to Comply with All Laws Etc.

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

19.00 The Company's lien on all moneys due

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

20.00 Declaration of Tenderer's commonness with: -

- a. **Other firm /Company who has applied for same tender:** At the time of submission of tender, the tenderer will submit a declaration stating whether the Proprietor / Director / Partner, (as applicable, of his firm) **has commonness (as per definition of commonness firms)** with any Proprietor / Director /Partner of other firm who has applied for the same tender.
- b. **RCF Fertilizer Dealer:** At the time of submission of tender, the tenderer will submit a declaration stating whether the Proprietor / Director / Partner, (as applicable, of his firm) **has commonness (as per definition of common firms)** with any Proprietor / Director /Partner of any registered fertilizer dealer of RCF Fertilizers.
- c. **RCF Employees:** At the time of submission of Tender, the tenderer will submit declaration stating if the TENDERER or any employee of the TENDERER or any person acting on behalf of the TENDERER, either directly or indirectly, is a relative of any of the employees of RCF, or, if any relative of an employee of RCF has financial interest/stake in the TENDERER, the same shall be disclosed by the TENDERER at the time of filing the tender. The TENDERER shall declare that they will not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of RCF.

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

21.0 Supplier to Execute Agreement: -

The Supplier's responsibility under this contract will commence from the date of issue of the letter accepting the work order. The tender documents and the letter of acceptance shall constitute the contract. The successful tenderer shall be required to execute an agreement with the company, within 7 (Seven) days of the receipt by him of the letter of acceptance for carrying out the works according to the general conditions of the

contract as may be given in the tender documents and special conditions of contract. The agreement to be executed will be in agreement form of works to be specified by the Company. The provisions contained in tender papers and other document exchanged between the tenderer and the company, shall form part of the contract. The earnest money deposit will be forfeited in case the Supplier fails to execute the agreement within the stipulated period as mentioned above.

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

The time shall be regarded as the essence of the contract and delay/failure on the part of Supplier to start work on the stipulated date as per clause No.5.

23.0 Provisions of Workmen's Compensation Act:

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

24.0 RCF not responsible for Supplier's Employees:

The Supplier may employ such employees as he may think fit and the employees so employed shall be the employees of the Supplier for all purposes whatsoever and shall not be deemed to be in the employment or under the direct control of the company for any purpose what so ever. The Supplier shall abide by all Rules, Laws and Regulations that may be in force from time to time regarding the employment or condition of services of the employees.

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

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

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

26.0 Inconveniences to the Public:

The Supplier shall not deposit material on any site, which may cause inconvenience to the public. **DGM(IET)** may require the Supplier to remove any materials which are considered by him to be dangerous or inconvenient to the public or cause these to be removed at the Suppliers cost.

27.0 Supplier to be liable for all taxes etc.:

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

28.0 Supplier not to engage unsuitable employees

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

29.0 Termination of contract owing to default of Supplier

29.1 If the Supplier should: -

- i) Become bankrupt or insolvent, **OR**
- ii) Make arrangement with or assignment in favour of the creditors or agree to carry out the contract under a committee of inspection of his creditors, **OR**
- iii) Being a company or corporation, go into liquidation other than a voluntary liquidation for the purpose of amalgamation or reconstruction, **OR**
- iv) Assign the contract or any part thereof otherwise than as provided in Clause **9.2** of these conditions **OR**
- v) Abandon the contract, **OR**
- vi) Persistently disregard the instructions of the DGM(IET), or contravene any provisions of the contract, **OR**
- vii) Fail to adhere to the agreed schedule of work, **OR**
- viii) promise, offer or give any bribe, commission, gift or advantage whether himself or through his partner, agent or to any officer or employee of company or to any person on his or on their behalf in relation to the execution of this or any contract with the company, then and in any of the said cause, the DGM(IET), on behalf of the company may serve the Supplier with a Notice in writing to the effect. If the Supplier does not within 7 (seven) days after the delivery to him of such notice, proceed to make good his default, in so far as the same is capable of being made good, and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the DGM(IET), the company shall be entitled after giving 48 hours' notice in writing under the hand of DGM(IET), to remove the Supplier from the whole or any portion or portions (as may be specified in such notice) of the works, without thereby avoiding the contract or releasing the Supplier from any of his obligations or liabilities under the contract, and adopt any or several of the following courses:

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

OR

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

OR

c) To measure up the work executed by the Supplier and to get the remaining work completed by another party at the risk and expense of the Supplier in all respects in which case any expenses that may be incurred in excess of the sum which would have been paid to the Supplier if the work had been carried out by him under the terms of the contract, the amount of which excess as certified by the DGM(IET), shall be final and binding upon the Supplier, shall be borne and paid by the Supplier and may be deducted from any money due to him by the company, under the contract or otherwise or from his security deposit, provided always that in any case in which any of the powers conferred upon the company, by sub clause **29.1** hereof shall not be exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such shall notwithstanding be exercisable in the event if any future case of default by the Supplier for which his liability for past and future remains unaffected.

30.0 Right of the company after rescission of contract owing to default of Supplier-

In the event of any or several of the courses referred to in sub-**clause 29.1** of this clause being adopted: -

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

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

31.0 Matters finally determined by the Company:

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

32.0 SETTLEMENT OF DISPUTES:

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

33.0 FORCEMAJURE:

Neither the company nor the Supplier shall be considered in default in performance of its/his obligations under this contract, if such performance is prevented/delayed due to war, hostilities, revolution, civil commotion, lock-out, strike, go-slow, labour disturbance, epidemic,

fire, wind or any act of God such as flood, tempest, earthquake or because of any levy, order, proclamation, regulation, ordinance of any Govt. or any statutory authorities.

34.0 PENALTIES: Penalties will be applicable as Specified in various Clauses of NIT.

35.0 Terms and conditions regarding Pollution control:

- A. The trucks/dumpers/ any other suitable vehicle used for transportation should be duly covered with tarpaulins and ensuring that there is no infringement of Pollution Control Board Regulations and RTO Regulations. If any contravention is noticed and / or penalized by any statutory authority on this account, the same shall be recovered from the Supplier.
- B. Special preventive measures are to be taken by the Supplier to ensure that all rules and regulations of Maharashtra Pollution Control Board are strictly adhered and will indemnify RCF against all costs, charges, damages and any consequential penalties/levies that may be imposed by any statutory/Government and/or any authorities. The Supplier shall keep RCF free of any litigation in such matter

36.0 DISPUTES AND ARBITRATION:

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

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

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

37.0 OTHER TERMS AND CONDITIONS

1. Prequalification empanelment will be done State-wise. However, RCF Ltd. reserves the right to call tenders through RCF website/CPP Portal from other parties in addition to parties found suitable. under certain situation such as cartelization or number of such parties are less, Price bids received are less or quoted rates are high or under any such circumstances which are detrimental to the interest of RCF LTD at its sole discretion. Further RCF reserves the right to add any number of parties and at any time, to the suitable parties so considered by the company. The decision of RCF Ltd. in this behalf will be final and binding on the Supplier.
2. CPP Service charges are borne by the bidder. CPP Service charges are as per the terms and conditions of customer service registration with CPP and Bidder.
3. The empaneled Supplier shall immediately intimate to RCF, any change in the constitution of the firm failing which the contract of the party becomes liable for termination. However the change in the constitution of the firm does not relieve the Supplier of their liability in any manner whatsoever.
4. Mere submission of all the documents will not necessarily mean that the Supplier is suitable. Worthiness assessed by the company will be final and binding on the applicant.
5. Suitable parties will update documents from time to time such as income tax certificate etc.

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



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

1.00 INSTRUCTIONS:

- 1.01 Based on quotations received by e-tender system and subsequent Negotiations & finalization of rates, RCF reserves the right, to award the said contracts.
- 1.02 The contract will be awarded on **State-wise and product wise Highest Trade Margin Tender Basis.**
- 1.03 RCF trade margin should be strictly quoted in BOQ of Packet-2 Financial Bid and nowhere else. Quoting RCF margin (Rs/MT) anywhere other than BOQ of Packet-2 Financial Bid will be liable for tender rejection.
- 1.04 Out of firms having one or more common Partners / Directors / Proprietor, only one tender of such common firm shall be considered.
- 1.05 The company reserves the right to issue or reject the tender documents to any Party without assigning any reason thereof.
- 1.06 Contract shall be awarded on State-wise and product wise highest trade margin basis to the bidder who has agreed for scope of work and all terms & conditions given in Tender documents.
- 1.07 RCF reserves the right to split up work amongst two or more tenderers.

2.0 Submission of tenders:

- 2.01 The tenderer, after studying all tender documents carefully may obtain all clarifications in writing before tendering. Submission of tender implies that the tenderer has obtained all the clarifications required by him. No claim on ground of want of knowledge in such respect will be entertained.

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

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

Sl. No.	State-Product	Units for Rates to be quoted.	QUANTITY (MT)	BASE RATE (Trade Margin) In Figures To be entered by the Bidder (Rs./MT)	Quantity X Base Rate	TOTAL AMOUNT (Rs.)
a	b	c	d	e	f	g
1	Rajasthan SSP-Granular	(RS/MT)	100	10	1000	1000
2	Telangana SSP-Granular	(RS/MT)	200	10	2000	2000
3	Punjab SSP-Granular	(RS/MT)	100	0	0	0
4	Haryana SSP-Granular	(RS/MT)	200	10	2000	2000

(The above Figures are illustrative only)

RATES TO BE QUOTED UNDER GST SCENERIO: FOR PRODUCT WISE, STATE WISE BASIS: ONLY BASIC RATES FOR TRADE MARGIN TO BE QUOTED FOR ALL STATES, WHICH ARE INCLUSIVE OF WARAI CHARGES AND ALL OTHER CHARGES BUT EXCLUSIVE OF GST.

If the tenderer do not want to quote their Rate for any of the State, the tenderer must put ZERO (Rs. 0.00) in BOQ for that State. It will be treated as the tenderer has not participated for that State.

- 3.0 **Validity of Tenders:** The rates quoted in the tender are to hold good for **a period of 75 days** from the date of opening of the technical bids of the tender and if the said contract is awarded, the same rates/negotiated rates will be valid for the entire period of contract. No

tenderer can withdraw his tender or revoke or revise the rates within the aforesaid period of 75 days and If the tenderer withdraws / revises / revokes OR shows unwillingness to conform with his offer, the earnest money deposit (EMD) shall be forfeited by the company and the tenderer is also liable for de-listing from the current panel of pre-qualified suppliers and will also not be eligible for immediate next empanelment for a minimum period of one year, which may extend up to five years by RCF.

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

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

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

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

- I) Please note that **e-procurement system accepts 'Microsoft Excel 97-2003' format only**, any modification in file format or changing name of file will results into non-acceptance of your offer by e-Procurement System.
- II) Please save your BOQ sheet (Price bid) without changing its name & format and upload this completed BOQ sheet with your quoted rates in Finance Envelope.

4.00 BASIS OF AWARD OF CONTRACT +:

After opening of price bids, the tenderers who have quoted **absurd rates** in one or more items, the total tender of such bidder will be rejected & H1 tenderer will be worked out from the remaining tenderers.

If in the opinion and decision of RCF, a bid found to be absurd and irrational, such bid will be discarded. The tenderer who has given such bid will be disqualified from further participation for the tender." RCF's decision in this regard will be final.

The contract will be awarded for the State wise and product wise on highest total evaluated value of Trade Margin for the contract period at final Negotiated rates of H1.

The trade margin rates of highest bidder (H1) will be offered to all eligible parties to match the rates. This opportunity shall be extended to all eligible bidders who's offers are technically acceptable and the party/parties willing to match trade margin rates of H1 bidder.

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ANNEXURE– II

BENEFITS TO MICRO AND SMALL ENTERPRISES (MSE):

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

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

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

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

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

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

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

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

(b) Purchase Preference for MSE:

In tenders, where the H1 (evaluated price) bidder is a non-MSE, up to 25% of the tendered quantity shall be allowed to be supplied by participating MSEs provided that the tendered quantity is divisible into two or more orders and adequate for the purpose; all qualifying bidders have agreed for acceptance of part-order quantity and participating MSE matches the H1 rate/ contract value.

A share of 4% out of this 25% shall be allowed to be supplied by participating MSEs owned by Scheduled Cast/Scheduled Tribe entrepreneurs. In the case of an SC/ST owned MSE failing to participate in the tender or not meeting the tender requirements, this 4% sub-target shall be met by other participating MSEs. A share of 3% out of 25% shall be allowed to women owned MSEs. The above shall be subject to that the participating MSE (including SC/ST) bidders shall have quoted a price within +15%of the H1 bid price and further that they shall agree to match their quoted price with the H1 price/ contract value

In case that two or more MSEs are within the H1 +15% band, all such MSEs will be offered the opportunity to match the H1 rate/ contract value and 25% of the order will be shared equally by them. Where the MSE is SC/ST owned, they shall be exclusively awarded a share of 4% of the above 25% in addition to equally sharing the balance 21% with other non-SC/ST MSEs.

In case of more than one SC/ST MSE matching the H1 price/ contract value, they shall equally share 4% of the order, and additionally share the balance 21% with other non-SC/ST MSE bidders.

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

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

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

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

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

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

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

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

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

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

ZED: <https://zed.msme.gov.in/>

Lean: <https://lean.msme.gov.in/>

GST Norms

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

(For Successful Bidder Only)

ANNEXURE-IV

FORMAT BANK GUARANTEE.

- * **BANK GUARANTEE - The Bank shall be selected from RCF's approved List of banks.**
- * **BANK GUARANTEE should be attested by two officers from the same bank on stamp paper of Rs. 500/-.**
- * **In case of Foreign Banks, the BANK GUARANTEE forwarded by them should be counter guaranteed by State Bank of India, or any other bank from RCF's approved list.**

Bank Guarantee No. _____ dated _____

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

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being granted to the said **Supplier** or for any forbearance, act or omission on the part of **RCF** or any indulgence by **RCF** to the **Supplier** or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

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

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

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

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

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

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

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

SIGNED AND DELIVERED ON THIS _____ DAY OF _____

Yours faithfully,

For and on behalf of _____ . (bank)

Signature of Authorized Official of bank

Name of the Official:

Designation of the Official:

Name of Bank:

Branch:

Address of Branch:

Telephone / Mobile No :

Fax No:

Email Id:

LIST OF RCF APPROVED BANKERS FOR BANK GUARANTEES

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

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

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

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

(For Successful Bidder Only)

(On Rs.500/- STAMP PAPER)

MEMORANDUM OF UNDERSTANDING

This Memorandum of understanding has been made on -- Day of ---- 2024, between M/s. Rashtriya Chemicals and Fertilizers Ltd., a Company incorporated under the Companies Act 1956, and having its registered office at "Priyadarshini", Eastern Express Highway, Sion, Mumbai 400 022, hereinafter referred to as "**RCF**", which expression shall, unless repugnant to the context & meaning thereof, be deemed to mean and include its successors and permitted assigns of the First Part.

And

M/s.------(Name of supplier) a Company incorporated under the Company's act 1956 and having its Registered Office at, (Address) ----- hereinafter referred to as which expression shall unless repugnant to the context and meaning thereof, shall mean and include its successors and permitted assigns of the Second Part.

Whereas:

1. **RCF** is in the business of manufacturing various fertilizers & chemicals & markets the same through its wide network of dealers spread across the country.
2. M/s.------(Name of supplier) is a manufacturer of Single Super Phosphate (SSP) 16% P₂O₅ granulated having their factory at (Address) -----.
3. M/s.------(Name of supplier) has installed capacity of -----MT's per annum and desires to market its Single Super Phosphate (**SSP**) 16% P₂O₅ granulated of about ----**M.T.** during (period) -----to -----through RCF, in the state of-----.
4. **RCF** is desirous of adding value to its present channel of distribution by marketing in state of-----.
5. **RCF & M/s.**------(Name of supplier) have agreed to work together for marketing Single Super Phosphate (SSP) 16% P₂O₅ granulated and of M/s.------(Name of supplier) through RCF on such terms & conditions as are agreed amongst them.

Now therefore it is agreed between the parties as under:

1. **Consideration:**

i) In consideration of mutual covenants agreed between the parties, it is agreed that **RCF** shall market M/s.------(Name of supplier) **production** of about ----**M.T.** during period ____ to ____ in state of -----.

In case the actual quantity produced by M/s.------(Name of supplier) **is** less than -----**M.T.** during ____ to ____ the quantity to be marketed will be shared on the aforesaid ratio or as finally decided by **RCF**.

2. **Orders & Supply:**

- I. RCF shall procure orders / indents periodically from its dealers and place consolidated orders on M/s.------(Name of supplier).
- II. For movement, M/s.------(Name of supplier) will supply on FOR destination basis, its Single Super Phosphate (SSP) 16% P₂O₅ granulated to dealers as per orders/ indents placed by RCF.
- III. All the orders will be placed by RCF. Invoices will be raised by RCF after M/s.------(Name of supplier) confirms the dispatch of Single Super Phosphate (SSP) 16% P₂O₅ granulated stocks to the dealer. Dispatch details have to be sent to RCF's office of the State on daily basis by E-Mail/ fax.
- IV. Invoices for all supplies made by M/s.------(Name of supplier) to RCF, will be raised on RCF and in turn RCF will raise invoices on RCF dealers.
- V. For dispatches of loads from M/s.------(Name of supplier) Factory & its branches, RCF will give necessary documentary support.

- VI. M/s.------(Name of supplier) shall produce the proof of delivery to RCF.
- VII. M/s.------(Name of supplier) shall ensure delivery of materials generally within 7 days from the receipt of orders /indents or as per agreed schedule between M/s.-----
------(Name of supplier) & RCF.
- VIII. Production of M/s.------(Name of supplier) of Single Super Phosphate (SSP) 16% P₂O₅ granulated will be marketed in **RCF's** brand with the wordings "Manufactured by M/s.------(Name of supplier) as per specific dimensions, subject to the provisions of the Legal Metrology Act 2009 & Legal Metrology (Packaged Commodities) Rule,2011 & Fertilizer Control Order 1985 or any amendment or re-enactment thereto. RCF will provide suitable art work and design for printing on HDPE bags. (bags to be procured at cost by manufacturer)
- IX. M/s.------(Name of supplier) has agreed to deliver the said Single Super Phosphate (SSP) 16% P₂O₅ granulated at consignees' destination as per the delivery schedule provided by RCF & the risk, title & interest in & of the said Single Super Phosphate (SSP) 16% P₂O₅ granulated delivered shall pass on to the consignee on delivery of goods.
- X. The quantity & period of delivery shall be mutually agreed to by & between the parties & RCF shall indicate their requirements for the next three months at the beginning of every month to enable M/s.------(Name of supplier) to plan their production of Single Super Phosphate (SSP) 16% P₂O₅ granulated.
- XI. GST as applicable will be extra.

3. Quality:

- I. M/s.------(Name of supplier) warrants & represents that the products supplied under this agreement shall conform to required FCO standards. M/s.-----
(Name of supplier) agrees to do the necessary pre-dispatch quality
 - a. testing of material as per FCO
- II. M/s.------(Name of supplier) shall handle the Dealers' complaints promptly and intimate RCF of the actions taken there against. RCF will ensure that their dealers inform M/s.------(Name of supplier) about sampling details by Govt. Department then and there.
- III. M/s.------(Name of supplier) hereby agrees and undertakes to allow the personnel of RCF/Third Party to enter upon the factory premises and provide them with all the facilities and extend full co-operation for carrying out work relating to inspection, sampling & analysis of each batch of said M/s.------(Name of supplier) SINGLE SUPER PHOSPHATE (SSP) 16% P₂O₅ granulated to check its quality. The expenses of Third-Party Inspection will be borne by the manufacturer on actuals. The cost of Third-Party Inspection will be deducted along with the trade margin so finalized by RCF.
- IV. RCF undertakes to treat all such information that are coming to the possession and knowledge of RCF personnel in the process of implementation of the MOU as confidential & shall not part such information without prior permission in writing from M/s.------(Name of supplier).
- V. M/s.------(Name of supplier) shall ensure that for any deficiency in quality of Single Super Phosphate (SSP) 16% P₂O₅ granulated supplied by them, M/s.-----
(Name of supplier) shall take back at their cost sub-standard stock from the dealers. In case of sample failure cases, M/s.------(Name of supplier) would extend all the support legally, technically and financially and undertake to indemnify RCF immediately.
- VI. M/s.------(Name of supplier) will maintain batch to batch chemical analysis of their product. In addition to this its own quality checks, shall facilitate Third Party Inspection as stated in clause 3(iii) here above.
- VII. Retention amount of 5% from running bills of supplier will be taken by RCF for security of quality as per FCO even at field level.This amount will be paid at the end of contract based on certificate that no sample of supplied quantity has failed till date.However, the amount will be withheld only for the quality found to be non-FCO and balance amount will be refunded to the supplier.

- VIII. Product should be in the brand name of the manufacturer of SSP and the subsidy will be eligible for the SSP unit itself. The SSP unit shall be liable for fulfillment of all the conditions such as quality of the product, uploading/entering of date of production, sale, dispatch, etc.
- IX. The name of SSP Manufacturer should be prominently displayed on the bags of SSP sold under the marketing arrangements issued by the Department of Fertilizers. The font size of the name of manufacturer on the bag shall not be smaller than 35 Arial black. The font size of the name of marketer shall not exceed the font size of 25 Arial black on 50 Kg SSP Bag.
- X. M/s.------(Name of supplier) will strictly adhere to the guidelines issued by DOF vide file no 15011/20/2017-MPR dated 21.09.2022 and timely amendments in the guidelines issued by DOF
- XI. M/s.------(Name of supplier) will strictly follow the guidelines given by DOF pertaining to the quality of the product mentioned in guidelines issued by DOF vide file no 15011/20/2017-MPR dated 21.09.2022 specially in Sr. No 2,3,4A, 4BI, 4BII and 4BIII, 6,7,8 etc.

4. Prices:

- i.) Minimum price to RCF (exclusive of GST) and dealer margin and other terms will be as per mutual agreement with respective state level committee to be approved by DGM/GM.

5. Payment:

- i.) Payment against all sales proceeds will be collected at the respective District Sales office of RCF
- ii.) Subsequently the payments will be transferred to M/s.------(Name of supplier) account in the state of sale after deduction of a)Retention amount b)RCF trade margin c)Dealer Margin d)Cash Discount e)other discounts if any etc.

6. RCF will make payment of bills to M/s.------(Name of supplier) as per mutually agreed terms and conditions.

7. Relationship:

This MOU between the parties shall be on a principal-to-principal basis. None of the provisions of this MOU shall be deemed to constitute a joint venture or a partnership or create Principal Agent relationship between the parties here to & no party shall have any authority to bind the other or will be deemed to be agent of the other party in any way.

8. Force Majeure:

Neither RCF nor M/s.------(Name of supplier) shall be considered to be in default in performance of its obligations under this MOU, if such performance is prevented or delayed by any cause beyond reasonable control of the party such as non-availability of raw materials, any changes in legislature or any Act of Government, war, hostilities, riots, civil commotion, strikes, lockouts, fire, flood, earthquakes or any other natural calamity. A notice of such event of force majeure shall be given by party affected to the other party within 7 days of occurrence of the event.

9. Notices:

All notices required to be given or served by either party hereto, on the other, shall be deemed to have been given or served if the same shall have been delivered or left at, or sent by Registered Post by either party to the other at its Registered Office.

10. Waiver & Default:

Notwithstanding any other provisions of this MOU, no waiver by any party to any breach of the terms & conditions of this MOU shall be considered as a waiver of any succeeding breach of the same or any other terms & conditions.

11. Assignment & Exclusivity:

It is agreed that neither of the parties shall appoint other party's dealers for selling Single Super Phosphate (SSP) 16% P₂O₅ granulated,

12. Duration:

- i. This MOU shall be for a period from _____ to _____, unless terminated earlier and may be extended for further period on such terms as may be mutually agreed.
- ii. M/s.----- (Name of supplier) and RCF, shall abide with the guidelines issued by Department of Fertilizer from time to time in respect of manufacturing and marketing of Single Super Phosphate (SSP).
- iii. Any party may terminate this MOU if the other party commits any breach of the terms & conditions of this MOU, if such a breach is not rectified within 15 days of intimation of the same.
- iv. Both the parties shall be at liberty to terminate this MOU without assigning any reasons whatsoever, at any time by giving, the other party 30 days' notice in writing.
- v. Upon termination of this agreement for any reason whatsoever, M/s.----- (Name of supplier) shall forthwith return and deliver up to RCF, standards, specifications, designs, drawings, documents, details of equipment & material disclosed, given or communicated by RCF to M/s.----- (Name of supplier) under this MOU together with all documents or drawings or any copies thereof relating to or in any way pertaining to the manufacture of the said Single Super Phosphate (SSP).
- vi. Termination of this MOU shall not in any way affect the benefits and rights of both the parties in respect of the transactions carried out by them during the tenure of the MOU. It shall be the duty of the other party to perform and fulfill the commitments to the other party in the spirit and as per the terms agreed under this MOU in respect of transactions carried out during the tenure of this MOU.

13. General Terms:

M/s.----- (Name of supplier) shall indemnify and keep RCF indemnified from any and all claims in respect of SINGLE SUPER PHOSPHATE (SSP) sold under this MOU, arising from dealers, Customers, Government Authorities and any statutory bodies. M/s.----- (Name of supplier) shall defend for itself and RCF in appropriate forum against all such claims, and shall bear all legal costs and incidental charges, damages, claims that may arise out of such litigation.

14. Arbitration:

All disputes or differences arising out of or in relation to this MOU shall be mutually discussed, resolved amongst the parties. In case the disputes and differences are not so mutually resolved, but continue to subsist, the same shall be referred to Arbitration. MD of M/s.-----
------(Name of supplier) & Director (Marketing) of RCF shall, upon mutual discussion appoint sole arbitrator to adjudicate the disputes & differences between the parties in accordance with the Provisions of the Indian Arbitration & Conciliation Act, 1996. The proceedings shall be in Mumbai & the parties agree for exclusive jurisdiction of Mumbai courts.

IN WITNESS WHEREOF the parties hereto have signed this MOU on the day & the year first hereinabove written.

Signed and Delivered on behalf of RCF

Signed and Delivered on behalf of

(____)

(____)

Rashtriya Chemicals and Fertilizers Ltd.

Witnesses:

Witnesses:

1. _____

1.

Name

Name

2. _____

2.

Name

Name

Disciplinary Measures governing Terms and Conditions of Supplier Contracts.**Debarment of firms from Bidding (Holiday/De-listing/Black-listing)****1. Debarment is classified under following two types:**

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

Definitions

- 2. Firm: The term 'firm' or 'bidder' has the same meaning for the purpose of these Guidelines, which includes an individual or person, a company, a cooperative society, a Hindu undivided family and an association or body of persons, whether incorporated or not, engaged in trade or business.
- 3. Allied firm: All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:
 - a. Whether the management is common;
 - b. Majority interest in the management is held by the partners or directors of banned/ suspended firm;
 - c. Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice.
 - d. Directly or indirectly controls, or is controlled by or is under common control with another bidder.
 - e. All successor firms will also be considered as allied firms.
- 4. The terms 'banning of firm', 'suspension', 'Black-Listing' etc. convey the same meaning as of 'Debarment'.

Debarment by RCF, limited to only RCF-

- 5. Orders for Debarment of a firm(s) shall be passed by RCF, keeping in view of the following:
 - a. A bidder or any of its successors may be debarred from participating in any procurement process for a period not exceeding two years.
 - b. Firms will be debarred if it is determined that the bidder has breached the code of integrity as per Rule 175 of GFRs 2017 given below-

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

(i) prohibition of ,

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

(ii) disclosure of conflict of interest.

a) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause

b) with any entity in any country during the last three years or of being debarred by any other procuring entity.

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

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

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

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

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

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

- (i) A bidder shall be debarred if he has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (ii) (A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Debarment of commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.
- (iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website.
- (iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

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

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

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

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

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

Revocation of Orders

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

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

Other Provisions (common to both types of debarments)

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

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

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

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

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

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

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

* * * * *

Tender : E_TENDER_IET_SSP_2025-26

(INDEX)

	<p>RASHTRIYA CHEMICALS and FERTILIZERS LIMITED (A Government of India Undertaking) CIN NO. L24110MH1978GOI020185 Corp. Office: Priyadarshini Bldg. E.E. Highway, Sion -Mumbai -400 022 INDIA (Marketing division, 8th Floor) Phone: 022 2552 3242/3097 Website: www.rcfld.com</p> <hr/> <p><u>PART -B (Submissions)</u></p>
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Sr. No.	Item details	Page Nos.	Documents/ Annexure No.
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15	Pre-qualification Details	39-41	ANNEXURE – X
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ANNEXURE – VIII

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

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

To be uploaded in Packet No.	Contents	Referring Page No	To be uploaded as per Annexure No.
Packet :1	EMD : Duly Signed, sealed and Scanned copy of E.M.D. Challan deposited in Bank Account Or Valid EMD Exemption Certificate/Document.	38	Annexure-IX
	<u>“PRE-QUALIFICATION DETAILS”</u> Duly Signed, sealed and Scanned copy of “Pre-qualification Details”	39-41	Annexure-X
	<u>SUPPORTING DOCUMENTS FOR PRE-QUALIFICATION ”</u> Scanned copy of supporting documents as per pre-qualification criteria: I. Certificates regarding Constitution of firm (as applicable) II. Authorization Letter III. Certificate for GST Registration Number. IV. Undertaking the guidelines issued by DOF vide file no 15011/20/2017-MPR dated 21.09.2022 or any amendment or re-enactment thereto. V. Manufacturer should submit consent of establish/operate issued by State pollution control board. VI. CA certified annual production capacity and actual production for the previous two years i.e., 2024-25 and 2025-26. <i>(Certificates/documents issued by Chartered Accountant only with UDIN number will be valid and accepted).</i>	Party's Documents	Party's Documents
	INTEGRITY PACT: To be submitted duly filled, signed and sealed by authorised person of the Tenderer. and PROCESS COMPLIANCE FORM : To be submitted on letterhead- Duly signed and sealed by authorised person of Tenderer. and UNDERTAKINGS: To be submitted on letterhead-Duly signed and sealed by authorised person of Tenderer.	42-49	Annexure- XI,XII & XIII.
Declaration-DOF Guidelines vide file no 15011/20/2017-MPR dt. 21.09.22 or any amendment or re-enactment thereto. Declaration-Bid Securing Declaration Declaration-Land Border sharing Undertaking- Regd. Common Directors/Partners etc.	52 53 54-55 56	XV XVI XVII XVIII	
Packet-2	Financial Bid		

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

ANNEXURE-IX

Duly Signed, sealed with UTR No. to be uploaded

EARNEST MONEY DEPOSIT (EMD): Rs. 100000 (Rupees One Lakh only) for each Bid (Separate for each state).

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

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

Beneficiary Name : RASHTRIYA CHEMICALS AND FERTILIZERS LIMITED
Name of Bank : State Bank Of India
Branch : COMMERCIAL BRANCH –N.G.N. VAIDYA MARG, FORT-MUMBAI-400023
Branch Code : 06070
IFSC Code : SBIN0006070
A/c No. : 30038339413

BANK & BRANCH NAME _____
 NEFT /UTR No _____
Date of NEFT/UTR _____

OR

MSE bidders must submit applicable registration certificates for exemption of EMD

(EMD exemption applicable for Micro and Small Enterprise as per MSME guidelines)

Udyam Registration Cert No/ or any EMD exemption Cert

Type of enterprise : Micro / Small

Start up Bidders must submit following certificates for exemption of EMD

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

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

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

1. Please Submit/upload the RTGS/NEFT receipt of EMD Payment.
2. No interest shall be payable on the earnest money deposit.
3. The earnest money deposit will be refunded to the unsuccessful tenderer/s after finalization /issue of work Order of the said contract.
4. Tender submitted without EMD/Appropriate EMD exemption certificates like MSE enterprise /NSIC certificate/ Start-Up registration certificates certify by Chartered Accountant (CA) will not be considered.

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

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

EMD SUBMITTED AS ABOVE

(Sign and Seal of Tenderer/Authorized person)

PRE-QUALIFICATION DETAILS	
I- GENERAL INFORMATION DETAILS	
1. NAME OF BIDDER :	
2. Address of the Firm	
3. Office Tel. No.	
4. e- mail ID	
5. Year of Establishment	
6. Constitution of the Firm: Proprietorship Partnership/Pvt. Ltd. /Public Ltd. Co./Co-operative. Enclose certified copies of documents i.e. Partnership deed Memorandum/Articles of Association /Bye Laws/Certificate of Registration under Shop & Establishment Act etc. as applicable	Constitution of firm: (Enclose certified copies of relevant documents)
7. Names of the Contact person:	Mrs/Mr.
8. Telephone No. /Mobile No of contact person	
9. Name & designation of Authorized signatory	Authorized Person: (Submit Authorization letter.)
II- INFRASTRUCTURE DETAILS	
1. Total No. of persons employed	
2. No. of Branch Offices with details of address, telephone No. etc	
3. No. of Trucks owned. (if any)	
4. EPF/ESI Authorities Reg No	
5. Labour License Reg No	
III –CRITERIA FOR TECHNICAL EXPERTISE.	
Sr.	
1	WORK EXPERIENCE: Only manufacturers of Single Super Phosphate (Granulated SSP) are eligible to participate in this tender. With effect from 01.04.2024, new units of SSP should have capacity of minimum 100000 MT per annum. All SSP unit, including existing units should be eligible for payment of subsidy under NBS as per guidelines issued by DOF vide file no 15011/20/2017-MPR dated 21.09.2022. Tenderer should provide CA certified annual production capacity and actual production for the previous two years i.e., 2024-25 and 2025-26.
	(Refer to Point 2.0 Prequalification Criteria in Scop of Work & General Terms and conditions of contract
2	Whether your Firm / Company is debarred by any other Public Sector / Govt. /Quasi Govt. Organization or any other client. <input type="checkbox"/> YES <input type="checkbox"/> NO (if YES please furnish details)
3	Whether your contract was terminated before expiry of Contract period or Security Deposit / E.M.D. forfeited by RCF OR any other public sector / Govt./Quasi-Govt. organization / any other client <input type="checkbox"/> YES <input type="checkbox"/> NO (if YES please furnish details)
4	Whether Proprietor/Partner/Director (as applicable) has been convicted by any Judicial Court for any Criminal Breach of Trust.: <input type="checkbox"/> YES <input type="checkbox"/> NO (if YES please furnish details)
5	SISTER CONCERNS (if any) a) Name & Address b) Activities engaged in by Sister Concern c) Names, Addresses & Telephone Nos. of Proprietors/ Directors/ Partners of sister concern. <input type="checkbox"/> YES <input type="checkbox"/> NO (if YES please furnish details)
NOTE i) Acceptance/Rejection of the tenders of Blacklisted/Debarred/Holiday/Banning of Firm/Suspension, parties will be as per Annexure –VII & XI. RCF decision will be final in this regard.	

- ii) The parties whose EMD is forfeited by RCF are also liable for disqualification.
 iii) RCF reserves the right not to consider parties having any dispute with RCF in order to protect its interest.
 iv) The Proprietor/Partner/Director (as applicable), if convicted by any Judicial Court for any Criminal Breach of Trust, are liable for disqualification. RCF decision will be final in this regard.

IV –Details and Declarations.

1	Income Tax PAN No. of the Firm	PAN No. _____ (Enclose copy of PAN Card).
2	iFMS ID of the firm	iFMS ID No. _____
3	The Tenderer should have GST Registration Number. If GST No. not available then declaration for not having GST No. to be given.	GST Registration No. _____ Enclose copy of GST Registration certificate.
4	Sr. No.	Full name of Proprietor/Partners/ Director
	1	
	2	
	3	
4		
5	DECLARATION ABOUT COMMONNESS WITH ANY OTHER FIRM WHO HAS APPLIED FOR THE SAME TENDER:- I hereby solemnly declare that the Proprietor / Partner/ Director, of this firm is COMMON / NOT COMMON (Strike off whichever is not applicable) with any Proprietor / Partner/ Director, of other firm who has applied for the same tender. In case of commonness between Proprietor / Partner / Director with other firm who has also applied against same Tender, please mention the name of the firm. (Tick as applicable)	<input type="checkbox"/> COMMON <input type="checkbox"/> NOT COMMON (if Common -please furnish details)
6	DECLARATION ABOUT RELATIONSHIP WITH EMPLOYEE OF RCF:- I hereby solemnly declare that the Proprietor/ Partners/ Directors of this firm or any employee of the firm or any person acting on behalf of the firm, either directly or indirectly, has relationship / has no relationship with any of the employees of RCF(Strike off whichever is not applicable). If the tender is common with RCF employee, then the name of RCF employee along with relationship should be given.(Tick as applicable)	<input type="checkbox"/> Has relationship <input type="checkbox"/> Has no relationship (If has relationship -please furnish details)
7	Declaration about relationship with AUTHORISED FERTILIZER DEALER of RCF IN RESPECTIVE STATE. I / We hereby solemnly declare that the proprietor, /one or more Partner, / Director of this firm, / company is COMMON / NOT COMMON (Tick as applicable) with any other firm who is the authorized fertilizer dealer of RCF in respective State of said rake point. NOTE: In case, subsequently if the declaration is given for pre-qualification is found incorrect OR false, then the EMD shall be forfeited and the applicant shall be immediately de-listed from RCF panel as per Annexure VIII.	<input type="checkbox"/> COMMON <input type="checkbox"/> NOT COMMON (If COMMON -please furnish details)
8	Whether you are registered under MSME -Enterprise Act 2006, (Micro, Small & Medium Enterprise Act 2006) – and if yes, please submit the Registration certificate with UDYAM REGISTRATION number 1)Udyam Registration Cert No..... 2)Major activity in Udyam Registration Certificate.....	<input type="checkbox"/> YES (If yes pl. write UAM No. furnish details as attachments) <input type="checkbox"/> NO
9	Type of enterprise as per MSME(Udyam Registration)	<input type="checkbox"/> Micro <input type="checkbox"/> Small <input type="checkbox"/> Medium

10	<p>Whether you are registered Startup and having certificate from DIPP. DIPP Startup Certificate No.....</p> <p>i. If Yes then please enclose Copy of DIPP Registration certificate along with Certificate from a Chartered Accountant (CA) with Unique Document Identification Number(UDIN), verifying that the Start-Up has not exceeded the financial turnover limit of Rs 100 crores(or as revised by the Government of India) in any of the preceding financial years since incorporation.</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO
	<p>If vendor is having valid DIPP certificate for Start up, they will have to select under which category they have to submit their Bid. Category I:- Where bidder is offering 100% quantity as they are meeting relaxed PQ criteria. Category II:- Where bidder is offering 10% additional quantity as they have no PQ documents.</p>	<input type="checkbox"/> Category I <input type="checkbox"/> Category II
11	<p>If MSME whether an SC/ST enterprises (Certificate from Tahsildar / Competent authority is to be furnished)</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO <small>(if YES please furnish details as attachments.)</small>
12	<p>Whether Integrity Pact submitted. (Integrity pact is prerequisite for prequalification)</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO
<p>I/We certify that all information furnished by Me/Us is correct and true and in the event that the information given is found to be incorrect /untrue, RCF reserves the right to disqualify me/us or terminate our contract without giving any notice or reason thereof</p> <p style="text-align: right;">(Signature & Seal of Proprietor / Authorized Signatory)</p>		

INTEGRITY PACT

Rashtriya Chemicals and Fertilizers Limited (RCF) has issued

NIT No. _____ **dated** _____

inviting bids for _____

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

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

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

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

NOW, THEREFORE,

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

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

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

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

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

1. Commitments of RCF:

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

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

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

2. Preceding misconduct:

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

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

Sign and stamp of the Bidder & company seal Or

Digitally signed by the Bidder

Date:

3. Commitments of BIDDER:

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

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

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

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Digitally signed by the Bidder

Date:

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

4. Transgression Clause:

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

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

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

4.2 Disclosure of Transgressions:

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

5. Sanctions for violations:

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

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

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

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Digitally signed by the Bidder

Date:

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

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

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

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

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

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Digitally signed by the Bidder

Date:

6. Independent Monitor:

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

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

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

- 6.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 6.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently.
- 6.4 Both the parties accept that the Monitor has the right to access all the documents relating to the project/ procurement, including minutes of meetings. A summary of procurement/contract awarded, which are covered under the IP shall be shared by RCF with the IEMs on quarterly basis. However, the documents / records/ information having National Security implications and those documents which have been classified as Secret / Top Secret are not to be disclosed.
In the event of any dispute between the RCF and the contractor relating to those contracts where integrity pact is applicable, dispute will be first referred to the panel of IEMs with both parties consenting, and the IEMs will try to resolve the dispute in a time bound manner. In case, the dispute remains unsolved even after mediation by the panel of IEMs, RCF may take further action as per the terms and conditions of the contract. The expenses incurred for holding meeting of IEMs for dispute resolution will be shared equally by the RCF and the Contractor/Bidder.
Bidder signing Integrity Pact shall not approach the Court while representing the matters to IEM and bidder will await their decision in the matter.
- 6.5 As soon as the Monitor notices, or has reason to believe a violation of this Pact, he will so inform the Authority designated by RCF.
- 6.6 Notwithstanding any Confidentiality Agreement/ clause agreed between RCF and Bidder, the BIDDER accepts that the Monitor has the right to access, without restriction, to all Project documentation of RCF including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor (s) with confidentiality.
- 6.7 RCF will provide to the Monitor sufficient information about all meetings among the parties related to the supply provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8 The Monitor(s) will submit a written report/recommendations to the designated Authority of RCF within 30 days from the date of reference or intimation of a Complaint to him by RCF/ BIDDER and should the occasion arise, submit recommendations for correcting problematic situations. In case of very serious issue having a specific, verifiable Vigilance angle, IEM(s) may report it directly to the CVC to be followed by a report on it within 30 days.

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

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

E_TENDER_IET_SSP_2026_27

7. Facilitation of Investigation:

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

8. Law and Place of Jurisdiction:

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

9. Other Legal Actions:

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

10. Validity:

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

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

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

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

Sign and stamp of the Bidder & company seal Or

Digitally signed by the Bidder

Date:

X-X-X-X-X-X-X

**Duly Signed, sealed copy on letterhead to be
uploaded**

Process Compliance Form to be submitted on letter head.

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

To
M/s. RCF Ltd.

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

Dear Sir,

This has reference to the Terms & Conditions for e-Tendering mentioned in the –
TENDER NO. E_TENDER_IET_SSP_2026-27

We hereby confirm the following –

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

With regards

Signature with company seal

Name of Authorized Person for this tender :-

Company / Organization :-
Designation :-
E-mail Id :-
Tel no. :-
Mobile no. :-

(Sign and Seal of Tenderer/Authorized person)

Ref:-RCF Tender Enquiry No. **E_TENDER_IET_SSP_2026-27**

DULY SIGNED AND SEALED “UNDERTAKING”

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

I/We have read, understood and agreed for:

1.	Important Notes , Definition and volume of work
2.	Information about submission of Price Bid (i.e. price break up sheet)
3.	Format- Financial document indicating price break up
4.	Scope of Work and Terms & Conditions
5.	Instructions to tenderers / submission of tenders / methodology of rates to be quoted / validity / evaluation criteria / basis of award of contract / confirmation by tenderer.(Annexure-I)
6.	Benefits to Micro and Small Enterprises (Annexure-II)
7.	GST Norms (Annexure-III)
8.	Format of Bank Guarantee. (Annexure-IV)
9.	List of approved Banks for Bank Guarantee (Annexure-V)
10.	Format of Supplier Agreement (MOU)(Annexure-VII)
11.	Disciplinary Measures governing Terms and Conditions of SUPPLIER Contracts. (Annexure-VII)
12.	Techno Commercial Bid (Un price Bid) (Annexure-VIII)
13.	Submission of EMD (Annexure-IX)
14.	Pre-qualification Details (Annexure-X)
15.	Integrity Pact (Annexure-XI)
16.	Process Compliance Form.(Annexure-XII)
17.	Format of Undertaking to be submitted by Tenderer (Annexure-XIII)
18.	Vendor Updating Format (Annexure-XIV)
19.	Declaration (Annexure-XV)
20.	Bid Declaration Form(Annexure-XVI)
21.	Bidders- Land border sharing with India- Certificate (Annexure-XVII)
22.	Undertaking About Common Directors/Partners/ Interest In Other Associated Units/ Companies (Annexure-XVIII)

(Sign and Seal of Tenderer/Authorized person)

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

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

				will be filled by RCF		
VI I	DETAILS OF BANK	Bank Key				
		Bank Account No. of Vendor	*			
		Name of Bank	*			
		Name of Branch	*			
		Bank IFSC Code	*			
		Bank Branch Code (Only for SBI accounts)				
		Bank Address	*			
		BankCity	*			
		9 Digit code appearing on MICRcheque	*			
		Telephone No. of Bank		STD Code	Tel No	Extn
		Fax No. of Bank		STD Code	Fax No.	
		Type of Account (for SB A/c=10, Current A/c=11 or CC=13)	*			
		Region		will be filled by RCF		
VI II	REFEREN CE DATA	Industry (whether PSU/Armed forces, Govt, others)				
		Micro / SSI Status (Whether Micro , Small, Medium Enterprise under Micro , Small and Medium Enterprises Development Act, 2006)				
	For new vendors					
1	It is mandatory (Compulsory) to fill relevant data for item marked " * "					
2	Enclose a blank cheque / a photocopy of the cheque.					
3	Enclose a photocopy of Pass Book first page containing name and address of Account Holder					
4	We hereby authorize RCF Ltd to make all payments to us by Direct Credit to our Bank Accounts details of which are given above.					
5	We hereby authorize RCF Ltd to deduct bank charges applicable for such Direct Bank Payments					
				Signature	
Place	Common Seal			Name	
Date				Designation	

(On Party's letterhead)

ANNEXURE –XV

Date:

Ref:-RCF Tender Enquiry No. E_TENDER_IET_SSP_2026-27

Declaration

I/ we, hereby declares that, we will strictly adhere to the guidelines issued by DOF vide file no 15011/20/2017-MPR dated 21.09.2022 and amendments in the guidelines/new guidelines issued by DOF from time to time.

(Signature & Seal)

(Proprietor/ Authorised Signatory)

Bid Securing Declaration

Date : __/__/__

RCF Tender Enquiry No. **E_TENDER_IET_SSP_2026-27**

Title of the Tender: **SUPPLY OF BAGGED SINGLE SUPER PHOSPHATE (GRANULAR) ON TRADE MARGIN BASIS FOR THE PERIOD OF 15 (FIFTEEN) MONTHS**

To,

M/s Rashtriya Chemicals and Fertilizers Ltd.

We, the undersigned, declare that :

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

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

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

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

Signed:

Name of the Person & Designation:

Date:_____

Place:

Seal of Bidder

Land Border Sharing with India Certificate

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

I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration under this Order shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT)*.

II. "Bidder" for the purpose of this Order (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

"Tender" for the purpose of this Order will include other forms of procurement, except where the context requires otherwise.

III. "Bidder from a country which shares a land border with India" for the purpose of this Order means: -

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

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

h. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;

i. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

V. An Agent is a person employed to do any act for another, or to represent another in

dealings with third person.

VI. Certificate regarding compliance

Bidder shall furnish a certificate along with tender documents regarding their compliance with this Order as per the format on their letter head. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Format of Certificate:

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfills all requirements in this regard and is eligible to be considered for procurement on CPP. [Where applicable evidence of valid registration by the Competent Authority shall be attached.]"

VII. Validity of registration:

Registration should be valid at the time of submission of bids and at the time of acceptance of bids-

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

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

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**UNDERTAKING ABOUT COMMON DIRECTORS/PARTNERS/ INTEREST IN OTHER ASSOCIATED UNITS/
COMPANIES**Ref: RCF NIT/Bid No. **E_TENDER_IET_SSP_2026-27**

To,
Rashtriya Chemicals and Fertilizers Limited,
Mumbai

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

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

In case Bidder has no associated firm and/or none of the Directors / Partners have any interest in any other firms, please mention "Nil" against the above point.

We understand that if We /I have any associated firms or our Directors/ Partners has any interest in any other units, RCF reserves the right to register any one unit out of the units owned by the same owners/ directors the decision to consider our application.

In this regard, we undertake that:

a) We / I , Directors / Partners (Bidder) do not have controlling partner (s) in common in any other associated firm;

OR

b) We / I , Directors / Partners (Bidder) are not receiving or have received any direct or indirect subsidy/ financial stake from any of them;

OR

c) We / I , Directors / Partners (Bidder) do not have the same legal representative/agent for purposes of this bid;

OR

d) We / I (Name of the associated firms) do not have relationship with each other, directly or through common third Parties, that puts us in a position to have access to information about or influence on the bid of another Bidder."

Signed hereunder, in confirmation of above.

**Signature of Authorized Signatory of
Bidder with company seal**

Name :-

Designation :-

Company / Organization :-

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