



**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**  
**Website: [www.rcfltd.com](http://www.rcfltd.com)**

**State Office: RCF Ltd, D. No. 30-2-17, 1<sup>st</sup> Floor, Murthy Street, Vijaya talkies Back side, Eluru Road, Vijayawada – 520 002 (AP)**  
**Email: [mmrcfvja@gmail.com](mailto:mmrcfvja@gmail.com) Ph: 0866 -2435098 / 2436995/ 2436204**

**NOTICE INVITING E AUCTION FOR DISPOSAL OF EMPTY HDPE 'A' CLASS BAGS OF VARIOUS PRODUCTS LYING AT A.P. STATE WAREHOUSE CORPORATION GUDIVADA - WAREHOUSE MANAGER, NEAR MANDAPADU RAILWAY GATE, GUDIVADA-521301, KRISHNA DISTRICT ON "AS AND WHERE BASIS".**

**AUCTION NO: REF: RCF/MKTG/AP/GDV/EMPTY BAGS/24-25**

**DATE – 15/05/2024**

<b>Auction NO. REF: RCF/MKTG/AP/GDV/EMPTY BAGS/24-25</b>	<b>(TOTAL NO. OF PAGES 1 TO 18)</b>
<b>Last date &amp; time of submission of PQ document on GeM Portal</b>	<b>03/06/2024 at 11.00 am</b>
<b>Date &amp; Time of opening of Auction on GeM Portal</b>	<b>12/06/2024 at 11.00 am</b>

**Important Notes:**

1. Auction documents may be downloaded from website <https://forwardauction.gem.gov.in/eprocure/home>
2. Kindly note that bidder must submit highest quote (in GeM auction portal for purchase of empty HDPE "a" class bags on "as and where basis")
3. Offer in any physical form will not be accepted.

**Note:** To participate in this e- Auction, the Bidders should get registered on GEM Portal via link <https://forwardauction.gem.gov.in/eprocure/bidder-registration> to obtain the username & password.

In case of any queries relating to registration and participation, bidder may send the same by e-mail to [helpdesk-gem@gov.in](mailto:helpdesk-gem@gov.in) or may contact GeM Team on phone no. **1800-419-3436 & 1800-102-3436**.

**PREBID MEETING ON: 22/05/2024, 11.00 AM at above mentioned State Office address**

For the queries and help, please contact the following:

Name	Designation	Contact Nos. (Tel.nos. and Mobile Nos.)	e-mail address
Mr. Santosh Kumar M	State I/c	Office Tel. 0866- 2436995 Mob. No. 9948428499.	rcfnelloreport@gmail.com
Mr. B Balaji	District I/c	Mob. No. 9989355828	rcfnelloreport@gmail.com
Mr. Maithili M	Fin. Rep.	Office Tel. 040-23320412	mmalladi@rcfltd.com

**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.**

**THIS AUCTION DOCUMENT CONTAINS: (INDEX)**

<b>SR. NO.</b>	<b>ITEM DETAILS</b>	<b>PAGE NO's.</b>	<b>DOCUMENTS/ ANNEXURE NO.</b>
1	INFORMATION ABOUT: AUCTIONING PROCEDURE & INSTRUCTION FOR BIDDERS	3-6	NIT /INSTRUCTIONS FOR SUBMISSION OF TENDER
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**1.0 INTRODUCTION: -**

Rashtriya Chemicals and Fertilizers Ltd.-RCF (A Govt. Of India Undertaking) is having its registered office at "Priyadarshini "Eastern Express Highway Sion, Mumbai 400 022 and State Office at D.No.30-2-17, 1st Floor, Murthy Street, Vijaya Talkies Back Side, Eluru Road, Vijayawada, AP-520002.

**2.0 DEFINITIONS:**

The following expressions shall have the meaning specified against respective item wherever used in the documents (Tender enquiry, work order or elsewhere) during finalization of the contract unless repugnant to the context and meaning thereof.

**2.01** The terms "RCF" or **Company** shall mean Rashtriya Chemicals and Fertilizers Limited, having its State Office at D.No.30-2-17, 1st Floor, Murthy Street, Vijaya Talkies Back Side, Eluru Road, Vijayawada, AP-520002., the administrative and executive officers authorized to deal with all matter relating to the contractor.

**2.02** **Bidder** shall mean the person, firm or company or Corporation who have submitted a tender / bid against invitation to Bids and shall include their legal representatives and heirs, successors and assigns. It shall also include the successful bidder whose bid has been accepted.

**2.03** **Contract/ Work Order** shall mean and include any award of work with General Terms & Conditions/ special conditions of tender, enclosures, Annexures and subsequent Amendments thereto.

**2.04** **Contractor** shall mean the bidder whose bid has been accepted by the RCF and with whom contract has been entered into and shall be deemed to include Contractors heirs, legal representative, successors and assigns.

**2.05** **Date of contract** shall mean the date of issue of Letter of intent or the date so mentioned in the Work Order.

**2.06** **Schedule of Rates** shall mean the finalized rates as per the scope of work mentioned in the enquiry and incorporated in the Work Order.

**2.07** **Amendment Order** shall mean an Order given by RCF to effect additions, subtractions or alterations in the Work Order.

**2.08** **Work** shall mean and include all activities as specified under the NIT/ Tender Document.

**3.0 INSTRUCTIONS FOR SUBMISSION OF TENDER:**

3.01 Based on bid received **(on GeM forward auction portal)** and subsequent finalization of rates, RCF reserves the right, to award the said contracts.

3.02 The contract will be awarded on **Highest** Tender Basis who has agreed for scope of work and all Terms & conditions of NIT.

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

3.04 RCF reserves the right to split up work amongst two or more bidders.

**4.0 SUBMISSION OF AUCTION: -**

The bidder, after studying all terms & conditions of NIT carefully and after visiting the RCF Ltd, D.No.30-2-17, 1st Floor, Murthy Street, Vijaya Talkies Back Side, Eluru Road, Vijayawada, AP-520002. for satisfying himself of the local conditions, location and accessibility of the work, nature, extent and character of the operations, may obtain all clarifications in writing before tendering. Submission of tender implies that the bidder has obtained all the clarifications required by him. No claim on ground of want of knowledge in such respect will be entertained.

**5.0 VALIDITY OF OFFER: -**

The rates quoted in the auction are to hold good for **a period of 120 days** from the date of submission of the auction and if the said contract is awarded, the same rates/negotiated rates will be valid for the entire period of contract.

If the auction submitted is not in the name of any individual, the bidder 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.

**6.0 BASIS OF AWARD OF CONTRACT:**

**The contract will be awarded based on overall highest quoted and further negotiated value for the contract period.**

**7.0 CONTRACT PERIOD:**

**Contract will be valid** till the last bag is lifted and disposed of with proper "X" marking.

**8.0 PREQUALIFICATION CRITERIA: -**

The Tender is open to all eligible Bidders; a bidder must meet the Pre-qualification criteria as per **Annexure-II**. The Bidder not meeting the **Pre-qualification** criteria shall be summarily rejected. Bidder shall submit duly signed and stamp copy of following documents along with their offer.

1. Duly Signed, sealed and Scanned copy of E.M.D. Challan deposited in Bank Account.
2. Scanned copy of General Information Details (**Annexure –II**) duly filled, signed & stamped by appropriate authority. Submit scanned copy of supporting documents **PAN No, GST certificate, MSME / UDYAM certificate** if registered (All documents related to PQC shall be in the name of the bidder's firm).
3. Scanned copy of NIT dully signed & stamped **by** appropriate authority as a token of acceptance of all terms and conditions of NIT.
4. Scanned copy of Integrity Pact (Annexure-VII) duly filled, signed & stamped by appropriate authority.

**9.0 PRICE BID: -**

Price Bid to be uploaded online in GeM Forward auction portal. The rates quoted by the bidder shall be inclusive of all cost & all taxes etc.

**Please note that highest bidder (H1) will be decided on over all highest quoted price.**

**10.0 AMENDMENT TO AUCTION DOCUMENT/NIT**

Before the last date of submission of tenders, RCF may modify the auction document by issuing Addendum. Any addendum so issued shall be part of the auction documents as well as contract documents. To give prospective Bidders reasonable time to take an Addendum in to account in preparing their bids, RCF may extend the date of submission of bids, if necessary.

**Language of the Auction** –All documents relating to the tenders shall be in English language, unless stated otherwise.

**11.0 RCF RESERVES THE RIGHTS:**

To accept or reject any/ all bids without assigning any reasons. To split up the work among two or more Bidders. To reject the tender in case of unreasonable quoted rates. To reject any or all the tenders without assigning any reason thereof.

**The following tenders are liable for summarily rejected-**

Bids submitted by bidder who resort to canvassing. Bidders which do not fulfill all or any of the conditions laid down in the Bidder Documents or are incomplete in any respect. Bidders which contains uncalled remarks and alternative / additional Conditions.

**12.0 SCOPE OF WORK:**

We are looking for disposal of empty HDPE 'A' class bags of various products lying at APSWC GUDIVADA in ANDHRA PRADESH STATE under the following term & conditions and details of the same is as follows:

- **Disposal Items:** HDPE empty 'A' class bags of various products.
- **Colour of Bags:** The said bags are in different colours like Yellow & Orange etc.
- **Quantity:** Total **1,100** no's of HDPE bags are lying in APSWC Gudivada, stock position is given below table.
- **Collecting Spot: 1).** A.P. State Warehouse Corporation Gudivada - Warehouse Manager, Near Mandapadu Railway Gate, **Gudivada**-521301, Krishna District. RCF Contact Person: B. Balaji, Sr. Officer (Mktg) – Mobile: 9989355828 Warehouse Contact Person: Dhanalakshmi - Mobile: 7095253016. The bags are lying in godown hence the bidder should collect it "as and where basis" (Ex warehouse).
- **Rates to be Quoted:** Rupees per bag (inclusive of Transportation, Cross Mark, other charges/expenses if any and GST). **The H1 vendor have to submit price break up details after the generation of intimation letter from GeM (If required).**

Sr. No.	Product	Location	Number of "A" class bags
1	REV LENGTH BAGS FOR S 15:15:15-50 KG	SWC Gudivada	600
2	Yellow HDPE BAGS FOR NEEM UREA 45 kg	SWC Gudivada	500
		<b>TOTAL</b>	<b>1100</b>

**13.0 RATES:** It is mandatory that the bidder shall quote as specified in mode of quotation and rate should be quoted for disposal of empty bags. The incomplete quote will reject / not be considered. Rate should be in two decimal points only.

**14.0 GST:** Rate quoted by the bidder shall be including GST.

**15.0 PAYMENT TERMS:**

The contractor shall submit advance payment before lifting empty bags. The Contractor shall submit acknowledgement for lifting of bags along with confirmation of defacing of empty bags in the Office of RCF Ltd, D.No.30-2-17, 1st Floor, Murthy Street, Vijaya Talkies Back Side, Eluru Road, Vijayawada, AP-520002.

**16.0 SECURITY DEPOSIT: -**

Upon the Company's intimation of acceptance of tender, the successful bidder shall within stipulated date mentioned in the work order, deposit with RCF Ltd, interest free Security Deposit for due and faithful performance of the contract either by Demand Draft payable at **VIJAYAWADA** or in the form of Bank Guarantee from one of the banks approved by the company as per list attached in the proforma prescribed by the Company. The earnest money deposit shall be forfeited in case the above cited Security Deposit is not furnished to company within 7 days from the date of intimation of the acceptance of offer /issue of letter of intent.

**The Amount of Security Deposit will be 10% of the contract value**

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

The Security Deposit shall remain at the entire disposal of the Company, as a security for the satisfactory execution and completion of the work in accordance with the terms and conditions of the contract. The Company shall be at liberty to deduct and appropriate from the security deposit any losses, damages, penalties and dues as may be payable by the contractor under the contract and the amount by which the security deposit is reduced by such appropriation will be made good by further deduction from the contractor's subsequent interim bills until the security deposit is restored to its full limit mentioned above.

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

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

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

**17.0 EVALUATION OF OFFERS:**

Offers will be evaluated on overall highest basis inclusive of GST after quoted value and further negotiation.

**18.0 PERFORMANCE/TERMINATION OF THE CONTRACT:**

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

In case it is found that any information furnished by the contractor is false or incorrect, State In-charge or his authorized representative at his entire discretion may terminate the contract without giving any notice.

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

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

**20.0 RCF not responsible for Contractor's Employees:**

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

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

**21.0 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.

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

**23.0 Contractor not to engage unsuitable employees**

The contractor shall on instructions of the State In-Charge, immediately dismiss, from the works any person employed thereon, who may misbehave or cause any nuisance or be otherwise, in the opinion of State In-Charge, not 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 State In-Charge.

**24.0 Matters finally determined by the Company:**

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

**25.0 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.

**26.0 FORCE MAJURE:**

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

Duly Signed, sealed with UTR No. to be uploaded
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**EARNEST MONEY DEPOSIT (EMD): Nil (Rupees Nil)**

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

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

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

<b>Name of Bank:</b>	<b>STATE BANK OF INDIA</b>
<b>Branch:</b>	<b>Gandhinagar Branch-Vijayawada</b>
<b>Branch Code:</b>	<b>1208</b>
<b>IFSC Code:</b>	<b>SBIN0001208</b>
<b>A/c No.:</b>	<b>10442742195</b>

**BANK & BRANCH NAME** \_\_\_\_\_

**NEFT /UTR No** \_\_\_\_\_

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

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

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

**EMD SUBMITTED AS ABOVE**

**(Sign and Seal of Bidder/Authorized person)**

I-GENERAL INFORMATION DETAILS	
1. NAME OF BIDDER: .....	
2. Address of the Firm	
3. Office Tel. No.	
4. e- mail ID	
5.PAN No: (Kindly attach copy of certificate)	
6.GST Registration No (Kindly attach copy of certificate)	
7. For MSME vendors it is mandatory to submit Udyam Aadhar Number: (Kindly attach copy of certificate)	
8. Year of Establishment	
9. Constitution of the Firm: Proprietorship/Partnership/private Ltd. /Public Ltd. Co./Co-operative. Enclose certified copies of documents i.e. Partnership deed Memorandum/Articles of Association /By Laws/Certificate of Registration under Shop & Establishment Act etc. as applicable	Enclose certified copies of documents
10. Names of the Contact person:	
11. Telephone No. of contact person Mobile No.	
12.Integrity Pact duly filled, signed & stamped	
13. Name & designation of Authorized signatory	Authorized Person: _____  Submit Authorization letter.
II-INFRASTRUCTURE DETAILS	
1. Total No. of persons employed	
2. No. of Branch Offices with details of address, telephone No., FAX No. etc.	
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/usor terminate our contract without giving any notice or reason thereof.	
(Signature & Seal of Proprietor / Authorized Signatory)	



**PLZ. NOTE:** The Indemnity Bond is required if the turn-over of the party is below 20 lakhs (threshold limit for registration under GST) during the preceding financial year.

**INDEMNITY BOND - On Rs. 500/- Stamp Paper.**

THE DEED OF INDEMNITY is made on \_\_\_\_\_ day of \_\_\_\_\_ 2024 between \_\_\_\_\_ M/s. \_\_\_\_\_ (hereinafter referred to as party of first part) and M/s. Rashtriya Chemicals and Fertilizers Limited, a Public Sector Undertaking having its Registered Office at Mumbai (hereinafter referred to as PSU of other part).

**WHEREAS**

1. The party of First part has participated in Tender for **Disposal of Empty HDPE 'A' Class Bags of various Products Lying at APSWC Gudivada in Andhra Pradesh State on "As And Where Basis"**, floated by PSU of other part.
2. The party of First part has claimed that aggregate value of services in preceding financial year has not crossed the threshold limit as prescribed under the GST laws during the preceding financial year and therefore they are not liable to pay GST on the activity undertaken by them.
3. The party of First part hereby undertakes to indemnify party of second part from any liability or any penal action or financial loss occurring on account of the said declaration shall be made good by the party of Firstpart.
4. The party of First part also undertakes and indemnify part of Second part for the cost of litigation if any on account of such declaration which is found to be incorrect subsequently.

IN WITNESS WHEREOF THE PARTY OF First part has put his hand Dated the day and year first mentioned hereinabove.

Signed and delivered by the Within named party of First part1.

In the presence of .....

- 1.
- 2.

Signed and delivered by the Within named party of second part1.

In the presence of .....

- 1.
- 2.

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

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

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

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

Certificate of Site Visit by Bidder

The Chief Manager (Marketing)  
M/s. Rashtriya Chemicals and Fertilizers Ltd.,  
D. No. 30-2-17, 1<sup>st</sup> Floor, Murthy Street, Eluru Road,  
Vijayawada – 520 002. (AP)

Dear Sir,

**Sub: - Auction for appointment of contractor for Disposal of Empty HDPE 'A' Class Bags of various Products Lying at APSWC Gudivada in Andhra Pradesh On "As And Where Basis".**

I/We have visited the site of Work i.e., A.P. State Warehouse Corporation Gudivada, Warehouse Manager, Near Mandapadu Railway Gate, **Gudivada**-521301, Krishna District On "As And Where Basis" satisfied myself/ourselves regarding local conditions.

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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 Priyadarshini, Eastern Express Highway, Mumbai [hereinafter referred to as **Contractor**' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns], from depositing with **RCF** a sum of Rs. \_\_\_\_\_ towards security deposit in lieu of the said **Contractor** having agreed to furnish an irrevocable bank guarantee for the said sum of Rs. \_\_\_\_\_ as required under the terms and conditions of Contract / Work Order No. \_\_\_\_\_ dated \_\_\_\_\_ [hereinafter referred as the '**Order**'] placed by **RCF** on the said Contractor, we, \_\_\_\_\_ [hereinafter referred to as '**the Bank**' which expression shall include its successors and assigns] do hereby undertake to pay **RCF** an amount not exceeding Rs. \_\_\_\_\_ [Rupees \_\_\_\_\_] on demand made by **RCF** on us due to a breach committed by the said **Contractor** of the terms and conditions of the **Order**.

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

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

3. We \_\_\_\_\_ **the Bank**, undertake to pay to **RCF** any money so demanded notwithstanding any dispute or disputes raised by the said **Contractor** in any suit or proceedings pending before any Court or Tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this Guarantee shall be valid discharge of our liability for payment there under and the said **Contractor** shall have no claim against us for making such payment.

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

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

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

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

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

9. The BANK hereby agrees that the Courts in Mumbai shall have exclusive Jurisdiction in any matter of dispute between RCF and the Bank and the **Bank** hereby agrees to address all the future correspondence in regard to this bank guarantee to Deputy Manager (Finance), Rashtriya Chemicals and Fertilizers Limited, D.No.30-2-17, 1st Floor, Murthy Street, Vijaya Talkies Back Side, Eluru Road, Vijayawada, AP-520002.

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

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

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

Yours faithfully,

For and on behalf of \_\_\_\_\_ . (bank)

Signature of Authorised Official of bank

Name of the Official:

Designation of the Official:

Name of Bank:

Branch:

Address of Branch:

Telephone / Mobile No:

Fax No:

Email Id:



**Duly filled, Signed & Sealed copy to be uploaded**

**INTEGRITY PACT**

Rashtriya Chemicals and Fertilizers Limited (RCF) has issued NIT of Tender No. \_\_\_\_\_ dated \_\_\_\_\_ inviting bids from Bidders for \_\_\_\_\_

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.**

*This tender is digitally signed by RCF*

***Hence no sign and stamp required***

*Sign and Stamp of the bidder*

**or**

*Digitally signed by the bidder*

*Date:*

**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

**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

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**or**

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*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.

**4. Previous Transgression:**

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with RCF, in respect of any corrupt practices envisaged hereunder, and/or with any Public Sector Enterprises/ Government departments/Organizations, etc.... that could justify BIDDERS exclusion from the tender process.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process of the contract, or action can be taken as per the procedure mentioned in Guidelines on Banning of Business dealings and relevant government of India guidelines in this respect and if already awarded, the Contract can be terminated for such reason.

**5. Sanctions for violations:**

- 5.1 Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle RCF to take all or any one of the following actions, wherever required
  - i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - ii. If the RCF has disqualified the bidder(s) from the tender process prior to the award of contract, RCF is entitled to demand and recover the damages equivalent to the Earnest Money Deposit/ Bid Security. If the RCF has terminated the contract or if the RCF is entitled to terminate the contract, the principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee or as mentioned in the NIT The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by RCF, without assigning any reason therefor
  - iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - iv. To recover all sums already paid by RCF, together with interest thereon at 2% higher than the prevailing Lending Rate of State Bank of India or at 2% higher than LIBOR as may be applicable based on whether the bidder is an Indian party or a foreign party. If any outstanding payment is due to the BIDDER from RCF in connection with any other contract for any other Project/Work/ Supply, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
  - v. To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by RCF, along with interest.

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**Hence no sign and stamp required**

*Sign and Stamp of the bidder*

**or**

*Digitally signed by the bidder  
Date:*



- 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 **as per Annexure XI**
  - 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. Any violation of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings for maximum five years with RCF
- 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

#### 6. Independent Monitor:

6.1 RCF has appointed following person 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, Kerela Road Safety Authority  
H No. 6-5-232-1; Brindavanam  
80 Feet Road, Venkat Rao Nagar,  
Ran Nagar (PO), Anantapur  
Andhra Pradesh – 515004  
Mob: 9447503998  
Email: [shankerreddyips@gmail.com](mailto:shankerreddyips@gmail.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.

*This tender is digitally signed by RCF*

*Sign and Stamp of the bidder*

**Hence no sign and stamp required**

**or**

*Digitally signed by the bidder*

*Date:*

- 6.5 As soon as the Monitor notices, or has reason to believe a violation of this Pact, he will so inform the Authority designated by RCF.
- 6.6 Notwithstanding any Confidentiality Agreement/ clause agreed between RCF and Bidder, the BIDDER accepts that the Monitor has the right to access, without restriction, to all Project documentation of RCF including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/ Subcontractor (s) with confidentiality.
- 6.7 RCF will provide to the Monitor sufficient information about all meetings among the parties related to the supply provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 6.8 The Monitor(s) will submit a written report/recommendations to the designated Authority of RCF within 30 days from the date of reference or intimation of a Complaint to him by RCF/ BIDDER and should the occasion arise, submit recommendations for correcting problematic situations. In case of very serious issue having a specific, verifiable Vigilance angle, IEM(s) may report it directly to the CVC to be followed by a report on it within 30 days.

**7. Facilitation of Investigation:**

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

**8. Law and Place of Jurisdiction: This Pact is subject to Indian Law. The place of performance and jurisdiction at Mumbai**

**9. Other 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*

*Sign and Stamp of the bidder*

**Hence no sign and stamp required**

**or**

*Digitally signed by the bidder*

*Date:*

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