

	<p align="center">RASHTRIYA CHEMICALS AND FERTILIZERS LIMITED (A Government of India¹ Undertaking) CIN NO. L24110MH1978GOI020185 Corp. Office: Priyadarshini Bldg. E.E. Highway, Sion –Mumbai -400 022 INDIA (Marketing division, 8th Floor) State Office- RCF Ltd. D. No. 30-2-17, 1st Floor, Murthy Street Vijaya Talkies Back Side, Eluru Road, Vijayawada – 520002, AP Tel. 0866-2436204/2435098/2436995 email: mmrcfvja@gmail.com</p>
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NOTICE INVITING TENDER (NIT)

SUBJECT: TENDER FOR APPOINTMENT OF CHA & CFS AGENT FOR HANDLING WORK OF IMPORTED BULK P & K FERTILIZERS AT ADANI KRISHNAPATNAM PORT LIMITED (AKPL) PORT

Rashtriya Chemicals and Fertilizers Limited intends to invite tenders for appointment of Custom house Agent (CHA) & Clearance, Forwarding and Stevedoring (CFS) work of Imported Bulk P&K Fertilizers at AKPL Port of East Coast of Andhra Pradesh for 15 months on nomination basis. The jobs to be undertaken by agents are as detailed in the Scope of Work.

THIS TENDER DOCUMENT CONTAINS: (INDEX)

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Please fill the details in front of each criteria mentioned below and upload in PACKET No. 1

Please upload signed & sealed copies of SUPPORTING DOCUMENTS in PACKET No.2

PRE-QUALIFICATION DETAILS

I- GENERAL INFORMATION DETAILS

1. NAME OF BIDDER:	
2. Address of the Firm	
3. Details of Authorized person Name, Office Tel. No. & Mobile No. of Authorized person at Office (Kindly submit Authorization letter)	Name: Office Tel. No. Mobile No. Email ID
4. Details of Contact person at Port Name, Office Tel. No. & Mobile No.	Name: Office Tel. No. Mobile No. Email ID
5. Year of Establishment	
6. Constitution of the Firm: Proprietorship/Partnership/Pvt. Ltd./Public Ltd. Co./Co-operative. Enclose certified copies of documents i.e., Partnership deed Memorandum/Articles of Association /Bye Laws/Certificate of Registration under Shop & Establishment Act etc. as applicable	Enclose certified copies of documents

II- INFRASTRUCTURE DETAILS

1. Income Tax PAN no.: (Enclose copy of PAN no.)	PAN No. _____
2. GST Registration Certificate (Enclose copy of GST certificate)	GST No. _____
3. Agency license No. (Enclose agency license copy)	License No. _____ Period of validity _____
4. Stevedoring license no. (Enclose copy of license)	License No. _____ Period of validity _____
5. CHA license no. (Enclose license copy)	License No. _____ Period of validity _____

6. Details of Godown facility	Closed godown Capacity at port _____ MT Area of closed godown at port _____ Sq. FT. Open space for storage at Port _____ Sq. ft.																																				
7	Accessibility of roads: _____ YES / NO Facility of weigh Bridge _____ YES / NO																																				
8	I) Operational infrastructure at Port _____ OWNED / HIRED II) Pay loaders. _____ OWNED / HIRED III) Dumpers. _____ OWNED / HIRED IV) Bag Stitching machines. _____ OWNED / HIRED V) Cranes. _____ OWNED / HIRED VI) Labour Arrangement _____ OWNED / HIRED																																				
III –CRITERIA FOR TECHNICAL EXPERTISE.																																					
1	NOTE : The tenderer should submit the Copy of WORK ORDER along with completion certificate / any Documentary proof showing that the contract had been executed by the Bidder/Tenderer. (IN PACKET No. -2) <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <tr> <th style="width: 10%;">Year</th> <th colspan="5">EXPERIENCE CERTIFICATE to be given as under.</th> </tr> <tr> <th></th> <th style="width: 20%;">Name of the Port served</th> <th style="width: 20%;">Type of Bulk fertilizer handled & bagged.</th> <th style="width: 20%;">Contract value in Rs.</th> <th style="width: 10%;">Volume in MT</th> <th style="width: 10%;">Value of contract executed</th> </tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>	Year	EXPERIENCE CERTIFICATE to be given as under.						Name of the Port served	Type of Bulk fertilizer handled & bagged.	Contract value in Rs.	Volume in MT	Value of contract executed																								
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IV - Other Details																																					
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2	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; padding: 5px;"> The Tenderer should have GST Registration Number. If GST NO. not available then declaration for not having GST NO. to be given. </td> <td style="width: 30%; padding: 5px;"> GST Registration No. Enclose copy of GST Registration certificate </td> </tr> </table>	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																																		
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<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 / Authorised Signatory)</p>																																					

GENERAL TERMS AND CONDITIONS FOR PORT HANDLING CONTRACT OF BULK FERTILIZERS (non-Urea) AT AKPL PORT.**1.00 General**

This Notice Inviting Tender (NIT) is issued by M/s. Rashtriya Chemicals and Fertilizers Ltd., inviting tenders from reputed Stevedores having valid Stevedoring license registered with AKPL Port and who can undertake the job of custom clearance with their valid Custom House Agents license or with other party's Custom House Agents license with their consent and having experience of handling bulk fertilizer vessels at normal berth with bagging and dispatch of material to various destinations by rail and road for undertaking the work as detailed in the Scope of work.

2.00 Definitions.

- 2.01 The "Contract" shall mean and include the Notice Inviting Tender (NIT), the instructions to the tenderer, the tender with its schedules, the letter of intent accepting the tender, the terms and conditions (General and specific if any), directions and comments conveyed in writing in the Work-order, its subsequent variations if any, authorized contract documents, or such other documents / specifications as may be prescribed by RCF.
- 2.02 The term "Contractor" shall mean person(s), firm or company with whom the contract has been entered into and shall be deemed to include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s), firm or company.
- 2.03 The term "RCF" shall mean M/s. Rashtriya Chemicals and Fertilizers Ltd., having its registered office at "Priyadarshini", Eastern Express Highway, Sion, Mumbai – 400 022 and shall be deemed to include their successors and / or assignees and wherever the context so requires, the terms refers to the representatives nominated under clause 11.0.0.
- 2.04 The term "Tenderer" shall mean the person(s), firm, or company who respond to the NIT by offering duly filled and signed tender in the prescribed format(s) attached hereto and shall include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s), firm or company.

3.00 Scope of Work

The contractor shall carry out the following work:

Liaison with the vessel agent, Master of the vessel, Surveyors and other agencies, Port authorities" etc. regarding completion of vessel and Port related formalities and keeping RCF informed of all developments. Filing of Import General Manifest (IGM) if not filed by Owner's agent, to receive and accept Notice of Readiness (NOR), Statement of Fact (SOF), on behalf of RCF Ltd., completion of Disport documents and formalities within 15 days of sailing of vessel. Collection and sending of RCF Custom cleared Bill of Entry, copies of Normal weather working days (NWWD) and Half weather working days (HWWD) certificates issued by Local Chamber of Commerce/Port authorities. Daily Status report on the berthing programme of the vessels at the port be given to RCF.

Custom clearance, Manual stevedoring at normal berth as well as lightrage & barging if required (including loading into truck or dumpers at wharf), Handling & local shifting/transportation of Bulk material up to sheds/silo in clean and leak proof trucks/ dumpers, Manual/mechanical bagging in 50 kg. net weight, standardization including machine stitching,

stacking / destacking, loading into trucks/ wagons (with transportation up to rake point) for dispatch. The contractor is also required to load the bulk cargo at the

wharf/shed/silo into the trucks to dispatch the material outside the port. The job includes liaison with port for bagging, with railways for timely indenting, arranging railway permission for rakes intimated by RCF. Deposition of payment due to Customs, port and railway authorities on behalf of RCF Ltd.

In addition to above, any other job incidental to above all activities shall be carried out. For operations like stevedoring, transportation, clearance, the Contractor has to arrange to make all necessary payment to requisite authorities / agencies in time.

4.00 Security Deposit.

04.01 Submission of Security Deposit

The security deposit for faithful performance of the contract has to be furnished by every successful tenderer. No exemptions will be made. The security deposit shall be at **5 %** of the total contract value.

The security deposit will be calculated on above basis for the estimated contract value per annum. Security deposit so calculated has to be deposited by the contractor with the company in a manner prescribed by the company, within seven days from the issue of work order in the form of Demand Draft in favour of Rashtriya Chemicals and Fertilizers Ltd, payable at Vijayawada.

However, RCF in its own discretion may agree to accept a Bank Guarantee in lieu of Demand Draft as per RCF proforma (attached) from one of the bank approved by the Company as per list attached in the proforma prescribed by the Company. The Bank Guarantee shall be furnished to RCF, for a suitable period as prescribed by RCF in the Tender.

04.02 Forfeiture of the Security Deposit.

In the event of any breach of any of the terms and conditions of the Contract or if the Contractor neglects, delays or fails to perform according to the terms & conditions of the contract, RCF shall have right to forfeit the Security deposit.

4.03 The Security Deposit shall remain at the disposal of RCF as a security for the satisfactory execution and completion of the Contract as per terms and conditions specified in it. RCF 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 this contract.

04.04 Refund of Security Deposit.

On due satisfactory performance and completion of the contract in all respects, the Security deposit will be refunded to the Contractor without any interest on presentation of an absolute No Demand Certificate from the concerned RCF personnel and upon returning in good condition of any property belonging to RCF which may have been issued to the Contractor within 3 months of settlement of final bills. Alternatively, the same could be adjusted (depending on the contract value for the next vessel) subject to agreement of the same from the party. No Demand Certificate shall not be issued if the Contractor fails to cancel all the bonds issued in lieu of original documents during the handling of the vessels.

05.00 Authorized representative

The Contractor shall furnish to RCF the name, designation and address of his authorized representative who shall be, in addition to the contractor, responsible for the operation of this contract. All communications and references from RCF shall be deemed to have been issued to the Contractor, if delivered to his authorized representative or left at the address so given.

RCF shall nominate an officer, who would be the authorized representative to act on behalf of RCF and give instructions to the contractor. During the period of the contract, no

alteration in the constitution of the firm (partnership) shall be carried out without the prior written consent of RCF. Any change in the constitution of the firm will not affect the validity of the contract and all the existing partners at the time of entering into contract shall be jointly and severally liable for the performance of the contract.

06.00 Commencement of Work.

The Contractor shall commence the work immediately on receipt of the Letter of Intent / work order from RCF, as the liability to perform the contract will begin immediately on the receipt thereof. Formalities pertaining to Security Deposit and Agreement (Annexure II) and submission of any other documents, shall be completed within seven days. However pending completion of these formalities, the contractor should be ready to commence the work.

06.01 RCF reserves the right of placing the contract simultaneously or at any time during the period of the contract with one or more Contractors as it may think fit.

The Contractor should ensure safe execution of the job and observe all the safety regulations of the port authority. For non-compliance of any of safety rules, the Contractor will be solely responsible as to the consequences including losses and damages.

7.0.00 Period of Contract.

7.01 The Contract will be for a period of **15 (Fifteen) MONTHS with the provision of extension of six (6) months on same terms and conditions on mutual consent basis.** However, RCF will have the right to terminate the contract without assigning any reason by giving seven days' notice.

7.02 RCF reserves the right to get the job done by third party in part or full at the risk and cost of the Contractor, if in the opinion of RCF the performance of the Contractor is not satisfactory.

7.03 In the event any vessel is under discharge and / or the material is under dispatch on the last day of the Contract), the contract would automatically get extended till the completion of entire operation and submission of final report by the Contractor to the satisfaction of RCF.

7.04 Before submitting the tender, the tenderer should satisfy himself of all existing conditions, limitations and official regulations on the site of the work and en route and the laws governing the contract. No claim whatsoever shall be entertained on the grounds of ignorance of all applicable laws, site conditions and /or conditions prevailing in the surrounding areas.

8.0 Right of acceptance or rejection of tender.

RCF reserves the right to accept at their sole and unfettered discretion, any tender wholly or partly or to reject any or all tenders without assigning any reason thereof. No claim for compensation etc. RCF reserves the right to refuse/accept the tender document or reject the tender if the past performance of the contractor in the opinion of RCF was unsatisfactory. The decision of RCF regarding performance evaluation shall be final.

9.0 Volume of work.

The estimated quantum of work to be handled is 3.5 lakh Mts (+10%) of imported fertilizers like DAP, MOP & NPK. The above is an approximate assessment of the work and the quantity is only indicative and no guarantee can be given as to any definite volume of work which will be

entrusted to the contractor at any time as these figures are likely to vary or even become nil solely at the discretion of RCF. Payment will be made on the quantity actually handled.

10.0 Compensation for submission of tender

Tenderer shall not be entitled to claim any cost, expenses for or in connection with the preparation and submission of their tender even though RCF may elect to withdraw the invitation to tender or reject all tenders.

11.00 Pricing / Rates to be quoted.

- 11.01. The tenderer should quote rates on per metric ton basis exclusive of GST for all items in Price bid/BOQ.. The rates so quoted shall be all inclusive but excluding GST and no claim for extra will be entertained.
- 11.02. The quoted rates should be inclusive of all duties, taxes, charges and any other levies, charges such as labour cost, levies, overtime, Custom overtime, day & night charges, detention charges, charges for hire and use of mechanical equipment viz excavator, crane, JCB. RCF shall not entertain any claim for extra payments on what so ever account
- 11.03. The quoted rates are all inclusive of applicable taxes, levies but excluding GST as applicable and no claim for extra will be entertained. The tenderer shall be responsible for the payment of the GST to the concerned Govt. authority. The contractor shall pay all taxes and levies, if any leviable in respect of the operations governed by this contract.
- 11.04. Statutory Cargo related Charges viz. wharfage/Custom duty/stamp duty, pollution, PRTUC etc. will be paid to port/custom authorities by RCF as per the relevant notification. Any increase in statutory charges after the award of contract will be paid by RCF at the prevailing increased rate.

The contractor will advise and assist RCF in this matter to deposit the same with concerned authorities.

12.00 Agreement

The Contractor shall execute an agreement as per the format (Annexure II) with RCF within seven days of receipt of the Work-order on a Rs. 500/- non-judicial stamp paper.

Pending execution of the agreement, the tender documents, letters of acceptance and other relevant letters and communication between the Contractor and RCF shall constitute a binding contract.

13.00 Nature, Scope of the work and responsibilities of the Contractor.

- 13.01 The Contractor will collect from **RCF** Shipping Documents / Nomination papers / fixture note of Shipment. It will be the Contractor's responsibility to arrange for preparation, signature and execution of all Port and Customs documents (viz. Finalization of Bill of Entry) in prescribed time as may be necessary for the commencement of discharge from the vessel immediately on arrival and clearance of cargo for bagging operations. The Contractor indemnifies the Company from all consequences arising from incorrect or improper or delayed documentation with Port and Custom Authorities.
- 13.02 The Contractor will keep liaison with local vessel Agents, Surveyors appointed by RCF and keep RCF advised of the firm ETA of the vessel.

14.00 Completion of Port / Custom related formalities in advance of the arrival of the vessel.

Normally seven days' notice will be given by RCF for intimation of arrival of the vessel, however, The Contractor will collect from RCF, the shipping documents / nomination papers / fixture note of shipment. It will be the Contractor's responsibility to a) Arrange and complete all port related formalities b) To arrange to prepare and execute Custom related formalities (viz. Finalization of

Bill of Entry) c) To make payment of Port dues and Custom duties on behalf of RCF in prescribed time as may be necessary for the commencement of discharge from the vessel immediately on arrival d) To ensure clearance of cargo within free time so as to avoid vessel demurrage.

The Contractor agrees to indemnify and continue to keep indemnify RCF from all consequences arising from incorrect or improper or delayed documentation with Port and Custom Authorities and for any third-party claims.

15.00 Cancellation of bonds

The cancellation of such bonds however should be done by the Contractor within two months from the date of receipt of the original shipping and other documents from RCF. Failing which he will be held responsible for all consequences, legal or otherwise.

16.00 Acceptance of „Notice of Readiness':

Immediately on arrival of the vessel within the port limits, the vessel owners' agents will tender the Notice of Readiness **(NOR)** after free-pratique is obtained and Custom entry made. The Contractor shall accept the **(NOR)** on behalf of RCF in the usual form on working days and during office hours only as per the normal terms and conditions of Charter Party.

17.00 Date and time of arrival / berthing:

The time of NOR tendered and accepted, time of commencement and completion of discharge of each shipment should be intimated to RCF promptly.

The Contractor will keep all equipment's, scales etc., in good working condition. If any equipment are to be requisitioned from the port authorities for the RCF's work, the Contractor will notify the Port authorities well in advance so that the work does not suffer in the absence of such port equipment.

Crane hire charges / Portage and removal fee / vehicle license fees / charges for weighing scales / measurement fees / charges for port appliances etc., if any, incurred during bagging and loading of cargo, will be borne by the Contractor.

18.00 Discharge of Cargo.

In the event of the contractor doing stevedoring, the contractor shall ensure that the discharge of cargo takes place efficiently and an average discharge rate of not less than 10,000 MTs FOR DAP/MOP/NPK Fertilizers PWWD SHINC from 24 hrs from NOR tendered including lighthouse if required for manual stevedoring will be applicable. The contractor will ensure that the discharge is completed in free time without the incidence of vessel demurrage. The contractor will be responsible for maintaining minimum stipulated discharge rate, as specified above. For the vessel berthed under priority group/Govt. Priority, if port authorities pull the vessel due to non-maintaining the agreed discharge rate then all the consequential losses will be on contractors account. Sufficient number of pay-loaders / trucks/ dumpers and any other equipment as required should be employed to ensure the quick removal of material to the shed/silo.

19.00 Vessel demurrage.

The Contractor will be required to render all necessary and incidental services which are expected of a clearing agent and shall ensure that discharge of cargo is completed within the free time and that no demurrage is incurred on the vessel carrying the cargo.

- 19.01 If during the discharge of cargo, it is found that use of mechanical equipment viz excavator etc., inside the ship-hold is necessary for loosening the cargo and for maintaining a satisfactory rate of discharge, it shall be the responsibility of the Contractor to provide for the same at his cost.

- 19.02 If, after NOR due to Contractor's inefficiency, negligence or any other reason the discharge rate of 10,000 MT for DAP/MOP/NPK Fertilizers PWWD SHINC from 24 hrs from NOR tendered is not maintained, the Company reserves the right to hold the Contractor responsible for demurrage, calculated on the basis of output of 10,000 Mts PWWD SHINC from 24 hrs from NOR tendered and recover it in full from Contractor's bills.

The contractor is responsible for ship demurrage from BERTHING (24 HRS NOR) as per charter party terms and hence pre-berthing and post-berthing time is on contractor's account and contractor has to manage for early berthing or discharge through barges at his cost. Govt. may or may not give Govt. priority for fertilizers.

The Contractor shall be solely responsible for any damage or loss to property of the Port or workers or the officers of the port or Dock Labour Board arising out of or as a consequence of negligence on part of the Contractor's employees. The Contractor shall fully indemnify and keep RCF harmless at all times against any and all claims of third parties against any such loss or damage caused.

- 19.03 The Contractor shall be fully liable for any loss of the cargo arising as a consequence of negligence on his part and or on the part of his employees, supervisors, labourers or any other reasons etc.
- 19.04 The amount of such losses or damage shall be determined by RCF and RCF reserves its right to recover the amount from the pending bills or security deposit and the balance, if any, will be payable by the Contractor. The Contractor shall deposit the security amount to cover during the remaining period of contract.
- 19.05 The Contractor shall ensure that daily stevedoring reports are duly prepared incorporating with the details of time used for opening and closing of hatches, rain detentions, time lost due to turning around of vessel or shifting of vessel either due to the instructions by the Port authority or for convenience of the ship owners, or time lost due to malfunctioning of ship's gears or work stoppages due to repairs of ship's gears, time lost due to the malfunctioning of port handling equipment, loss of lay time etc., and countersigned by the Master/Chief Officer, Stevedores on a day-to-day basis and submitted to RCF.
- 19.06 The Contractor shall send to RCF, in the prescribed format by Fax & e-mail, on a daily basis, the berthing program of the vessels expected at AKPL PORT (AP), discharge / bagging, dispatch particulars for RCF vessels.
- 19.07 The Contractor will arrange to receive the cargo in dry and clean covered Shed / silo and arrange to send to standardization area through leak proof trucks/tippers/dumpers. If the material is received in lumps/caked form, the Contractor shall be responsible to make material "free flowing" at no extra cost. The contractor will arrange sufficient covered godowns inside/outside port. No extra transportation charges payable by RCF if contractor fails to arrange covered godowns in AKPL PORT (AP) and ultimately store in any other place outside the port.

20.00 Damaged Cargo on board:

If the vessel is found to contain any damaged cargo, it will be the Contractor's responsibility to immediately put the Master of the vessel on notice on behalf of RCF and intimate RCF accordingly. The Contractor shall thereafter fully assist Surveyor appointed by RCF in assessing the loss/damage. The Contractor shall ensure that the discharge and storage of damaged cargo is done separately in port/normal godown/warehouse, to avoid mix up with good cargo.

21.00 Preparation of Statement of Facts:

After the completion of discharge of a vessel the Contractor shall prepare the Statement of Facts (SOF). The SOF shall be duly signed and accepted by the Owners/Agents of the Ship, and Master of the vessel. All necessary remarks, entries etc. pertaining to the vessel handling operations should be made so that interests of RCF are duly protected. Failure to do so will be

deemed as negligence on the part of the Contractor and the Contractor will be held responsible for any loss that RCF may suffer. The SOF along with all necessary documents viz. Stevedoring reports etc. will be submitted to RCF, by the Contractor within 15 days after normal completion of discharge. The contractor shall furnish the custom cleared Bill of Entry (Home

Consumption copy and Exchange Control copy) and all Custom attested Shipping documents to RCF immediately after normal completion of discharge.

21.01 The Contractor shall, after the completion of the vessel obtain from the Master/Owners of the Ships (1) A "Certificate of completion of discharge" implying that the Discharge has been completed and no cargo is left on board. (2) "No Claim Certificate".

21.02 The Contractor shall compile and prepare a draft lay time sheet which will be sent to RCF, within fifteen days after completion of discharge of the vessel.

22.00 Bagging, Standardization and Dispatch

a) The Contractor shall do the standardization of bulk fertilizers in bags of 50 kg using scales duly certified by the Weights & Measures Department ensuring that the net weight of each bag is 50 kg.

The contractor shall ensure that at least **5500** MTs per day in case of **MOP/DAP/NPK** of bulk cargo (i.e., Eight rakes per week load and sufficient quantity for road dispatches) is bagged on all days except on the port/national holidays. The bagging operations should be geared in such a way that the removal of entire quantity would be within free time allowed by the port.

- b) Packed bags should be duly machine stitched with good quality thread (to be supplied by Contractor) as per the specification provided by RCF.
- c) The filled in and stitched bags shall be test weighed on random basis in the presence of RCF's Surveyors/representatives and if any variation in weight is observed, the Contractor will have to re-standardize the lot at his cost.
- d) If during stevedoring operations any damaged cargo is formed, same shall be immediately collected and kept separately and instructions be sought from RCF regarding its bagging / disposal.
- e) RCF shall dispatch empty bags in bales by road with a prior intimation to the contractor who shall arrange for their receipt and unloading. Any numerical shortages of bales will be immediately notified to the carriers under intimation to RCF. The Contractor shall make arrangements for safe covered space for storing at least 10.00 lakh bags. Counting, inspection, sample testing and reporting thereof will be undertaken by the contractor as prescribed by RCF.
- f) The Contractor shall account for the bags utilized, released for manual/ mechanical bagging. The permissible limit of THREE (3) bags per thousand (1000) bags i.e. of 0.30 % used is allowed towards cut and torn while conducting the operations.
- g) RCF reserves the right to recover from the Contractor, the value of unaccounted bags and bags damaged over and above the permissible limit at the rate fixed by RCF.
- h) The contractor should be able to dispatch minimum two rake per day and quantity as specified for road dispatches on all day except port and national holidays provided sufficient rake indents are listed with railways.
- i) The contractor shall ensure that entire bagging and dispatch operation is geared in such a way to comply with the above conditions.

23.00 Filing of the claims.

The Contractor shall, on behalf of the company, promptly prepare claims for and lodge all claims with Customs, Carriers, Vessel agents and Shipping lines, Insurance, Port Trust etc., with a copy to RCF and pursue the same till they are settled. This obligation of the Contractor shall continue till the claims are settled notwithstanding the expiry of time or termination of the Contract.

23.01 In all, refund applications / claims filed by the Contractor on behalf of RCF with Customs, Port Trust, Carriers / Vessel agents etc., the Contractor shall incorporate the following clause. "Any refund, other amount payable / repayable arising out of this claim is payable to

M/s. Rashtriya Chemicals and Fertilizers Limited. Refund order / cheques should be issued in the name of "M/s. Rashtriya Chemicals and Fertilizers Limited" payable at Vijayawada.

23.02 Discrepancy in the quantity delivered.

In case of discrepancy in the Bill of Lading quantity and Draft Survey quantity and actual unloaded quantity (Port certified quantity), it shall be the responsibility of the Contractor to bring this fact to the notice of all the concerned i.e. 1) Vessel owner / agent 2) Charterer's agent 3) RCF 4) Customs 5) Port authority etc., and lodge necessary claims and follow them till settlement. This should be strictly followed to avoid any Show Cause Memo from Customs authorities on account of shortage in Manifested quantity.

23.03 During the course of discharge, in case it is noticed that the cargo is being spilled and lost overboard the Master / Owners of the vessel should be informed about the loss of such cargo in writing and immediately after the vessel has completed discharge, file necessary claims on the Carriers / Steamer agents. Copies of such correspondence in this regard should be sent to RCF.

23.04 In case the quantity of cargo exceeds that stated in Bill of Lading, all necessary Customs and other formalities required with Custom department should be completed immediately and the cargo is released at the earliest.

23.05 The Contractor shall obtain the required documents, short landing certificates, Port Outturn reports and all other documents within the time limit prescribed under the applicable laws / rules and regulations and Charter Parties from time to time so as to enable him to substantiate the claims on behalf of RCF and to obtain compensation from the carriers, Port Trust, Customs and other bodies and agencies and persons. The Contractor will arrange to get Half weather working days (HWWD) and Non weather working days (NWWDD) certificates from the Local Chamber of Commerce/port authorities.

23.06 Dispatches / deliveries whether in bulk or after bagging, shall be effected by the Contractor strictly as per instructions contained in the serially numbered Delivery Orders / Stock transfer orders issued by RCF. It shall also be the Contractor's responsibility to obtain unqualified acknowledgements for all deliveries effected through them.

23.07 The Contractor will take care to sweep/clean the, shed / godown, wharf, boats etc., ensuring maximum care against contamination and collect all such sweeping relating to each shipment.

23.08 Port demurrage: It shall be the Contractor's responsibility to ensure that all cargo is discharged from a given vessel and is cleared from the wharf/transit shed within the free time allowed by the Port Authorities. If the cargo incurs any demurrage or transit dues or shed rent at penal rates due to non-clearance within the free period allowed by the Port Authorities, the same shall be to the account of the Contractor.

23.09 RCF may at its discretion carry out a physical verification of the cargo stocks and empty bags etc. The Contractor shall provide all required assistance for this operation and he will be fully responsible for any variation or discrepancy found during such verifications.

24.0 Handling loss/Transit loss and Penalty for short weight:

- a) The Contractor will ensure that the handling and transit losses, if any, do not exceed **0.25% for DAP/MOP/NPK Fertilizers** of the Bill of Lading / Manifested quantity. Handling losses will mean difference between the Bill of lading / Manifested quantity and the quantity delivered at destination. The Quantity cleared will be reckoned based on the quantity bagged and quantity dispatched plus sweeping / damaged (during stevedoring) quantity. Sweeping / damaged quantity would be considered on weight basis. If wet, the weight without moisture would be

considered. The moisture content would be ascertained by the sample on the basis of sample analysis from RCF laboratory and would be binding on the Contractor.

The handling losses will also include short receipt at the destination duly certified by RCF officials, in terms of number of bags where the material is dispatched by rail. In case of handling losses exceed **0.25% (Vessel to Vessel)** of DAP/MOP/NPK Fertilizers of B/L quantity/Manifested quantities; RCF reserves the right to recover the cost of the quantity in excess of **0.25% (Vessel to Vessel)** for DAP/MOP/NPK Fertilizers from the bills of the Contractor.

b) Modus operandi for ascertaining losses.

After berthing of vessel at the port, draft survey will be conducted in the presence of RCF appointed surveyor, port surveyor, CHA surveyor, Vessel agent surveyor and Vessel representative. The joint survey report will be treated as final for all purposes.

Rail loading at port will be supervised by RCF surveyor and CHA surveyor along with RCF representatives. Discrepancies at the rake point if any, brought to the notice of CHA should be acknowledged /rectified.

CHA surveyor and RCF representatives will verify seals on the doors of all the wagons on arrival of the rake. In case any of the seals are found to be tampered with or broken, the contents of the wagon will be grounded for detailed counting and inspection.

Considering exigent circumstances prevalent at rake points and need for speedy evacuation of material to avoid accrual of demurrage, detailed counting of bags from all wagons would not be feasible.

Randomly selected minimum five (05) number of wagons will be unloaded and dumped on the platform for physical counting of bags. A wagon wise panchanama will be prepared for the entire rake and jointly signed by the RCF representatives, H & T contractor representative, labour representative and CHA surveyor, and jointly inspected losses will be final. In case of direct loading in to trucks, the count will be as per RR quantity/surveyor report.

In case CHA surveyor is not present or does not participate during unloading operations the report of the representative from RCF, H&T contractor and labour shall be treated as final for ascertaining losses.

The shortages noticed at the Railhead destinations, as certified by RCF, shall be considered as transit loss and considered for recovery. The CHA shall send their representative at the Railhead destinations to ascertain the transit shortages.

On ascertaining the transit shortages attributable to the CHA, freight paid on such Quantities will also be deducted at actual from the CHA's bills.

On the joint rake handling report, RCF's agent's (at the destination) signature will be accepted in the absence of any RCF official, if the agent is duly authorized by RCF to sign the report on behalf of the company.

The Contractor shall be responsible to ensure that the bags are packed with 50 kg product for any variation in weight (beyond FCO permissible limits) in intact bags. All expenses

incurred, consequential for the re-standardization of such stocks would be recovered from the Contractor. On receipt of the complaint from RCF officer regarding variation of weight of intact bags, the extent of weight variation would be immediately ascertained in the presence of representative of the Contractor.

The contractor shall be responsible for ensuring that the bags are bagged with 50Kg material and if any complaint received from RCF Officer concerned, a penalty amount equivalent to the cost of shortages (MRP + Subsidy + 10%) found in the consignment would be levied and the same would be recovered from contractor's bills payable.

The contracts shall also ensure that the standardization is done using quality threads with double stitching only.

For any issue arising on short weight bags, such as Legal Metrology Department notice, the actual compounding fee to be borne by the CHA.

25.00 Rail dispatch.

- 25.01 The Contractor shall place indents in accordance with RCF's dispatch instructions by paying the required registration fee to the Railways. It shall be the Contractor's responsibility to complete the forwarding notes properly so that the correct rail freight classification and priority is made applicable to the movement. It shall also be the Contractor's responsibility to ascertain from the railways the freight classification and priority applicable from time to time to various fertilizers.
- 25.02 The Contractors shall follow up with the concerned Railway authorities for allotment of rakes as per indents placed. In case of any delay / difficulty in allotment, RCF should be kept informed of the same.

26.0 Railway Wharfage / Demurrage.

The wagons when allotted and placed should be inspected for fitness. The contractor shall ensure that the wagons are cleaned and no external contamination should occur on the surface of the bags before loading to maximum carrying capacity within the time allowed and without incurring any wharfage / demurrage. Wharfage / demurrage, if incurred will be to the Contractor's account. Any idle freight charged by Railways at dispatching station or destination station consequent to wagon not being loaded to full capacity will be recovered from the Contractor.

- 26.01 If for any reason, wagons are to be unloaded at the request of railways, the Contractor at his cost shall arrange the unloading and subsequent reloading and there are no discrepancy of any nature.
- 26.02 After the loading is completed, Contractor shall obtain and scrutinize the RRs to ensure that they are correctly made and there are no discrepancy of any nature.
- 26.03 The Contractor will arrange to send the RRs to RCF along with the statement giving all particulars as may be prescribed by RCF from time to time.
- 26.04 Arrangements have been made by RCF for railway freight. The contractor should ensure for the correct amount.
- 26.05 The Contractor shall take proper care of bulk / bagged fertilizers and packing materials and provide tarpaulins at all operational points to avoid damage/loss to the material.
- 26.06 The contractor shall ensure that no slack or torn bag is delivered either to the road transporters or to the consignees or loaded into Railway wagons. Such slack or torn bags are mended by the contractor before such dispatch.
- 26.07 While handling the bagged cargo, hook should not be used at any point of time i.e. either at the port premises in case of road dispatch or at railway siding in case of rail dispatch. In case it is found that the hooks are being used for handling of bags at any point of time, penalty would be levied on the contractor to recover cost.
- 26.08 The Contractor will be responsible, while goods are in his custody, (i.e. from the time the material is discharged from the vessel into godown till the same is dispatched), for any deteriorations, losses, during various operations including handling, shifting, bagging, loading, transport, unloading etc. The Contractor shall be vigilant and ensure that the spillage or any losses during stevedoring operations at AKPL PORT (AP) are minimal.

- 26.09 The Contractor shall not have any right or lien on the cargo, packing materials and other properties entrusted to him by RCF during handling operations.
- 26.10 All necessary and reasonable arrangements shall be made by the Contractor to ensure safety and security of cargo at all times till the goods are dispatched from the port.
- 26.11 The Contractor shall provide the assistance whenever RCF appointed surveyor carries out survey and / or cargo supervision work.
- 26.12 The Contractor shall ensure that at point of handling of the cargo (viz. Bagging, standardization, stacking, destacking, transportation, handling and loading into trucks / wagons) hooks are NOT used by labourers.

27.00 Dispatch Money

The contractor shall be entitled to **50% of dispatch money on a Ship-to-ship basis**. Dispatch money for contractor will be ascertained on the basis of lay time calculations worked out as under:

- A. Discharge rate as indicated in the NIT clause No 16-Discharge of Cargo.
- B. Lay time will commence 24 hours from the tendering of the NOR of the vessel.
- C. Benefit of National and port holidays (duly supported by port circular) shall be considered.
- D. Rain stoppage as indicated in the Statement of facts shall be considered.
- E. Dispatch/Demurrage rate as indicated in the charter party shall be taken for calculation.

Demurrage charges if any, would be to the contractors" account and will be recovered in full on a ship-to-ship basis. However, if the vessel incurs demurrage for any reason, no dispatch shall be paid to the contractor.

All the books, Records and Registers of the contractor pertaining to the work entrusted to him shall be open for Inspection of the authorized representatives of RCF.

RCF may at its discretion carry out a physical verification of the Cargo stocks and empty bags etc. The contractor shall provide all required assistance for this operation and he will be fully responsible for any variation or discrepancy found during such verifications.

28.00 Submission of bills / Terms of payment

28.01 The contract is broadly covered under the activities indicated herein below in three groups. Soon after the completion of the activities listed in the group, in respect of a vessel, Contractor shall submit his bill for payment for the activities of that group.

28.02. The payment will be released after completion of the following activities:

Agency work & Custom clearance Manual Stevedoring (Normal Berth) with lighthouse & barging, if any, Including loading of material into trucks/dumpers at wharf)
Local shifting / transportation of material up to Silo /shed. Manual/Mechanical Bagging / Standardization (in 50 Kg), machine stitch machine stitching, stacking of bags.
Destacking and loading in trucks with documentation for outstation delivery (Road Dispatch)
Destacking, loading in trucks, shifting to Railway platform trucks, unloading & stacking on platform, destacking and loading into wagon with documentation. (Rail Dispatch)

The 90% payment will be released within fifteen days on receipt of bills complete in all respects after undertaking the activities for each group as above.

- 28.03 The balance 10% amount subject to all recoveries that may have to be carried out, shall be payable to the Contractor (on completion and dispatch of the entire cargo) within 30 working days from the date of submission of the bills complete in all respect.
- 28.04 The quantity actually dispatched and cleared shall be the basis for payment of port handling bills.
- 28.05 The quantum and amount of any losses / damages to RCF will be determined by RCF and deductions shall be made accordingly.
- 28.06 RCF reserves the right to withhold payment to the extent as may be necessary to protect itself from any claims against itself from any third parties and towards loss on account of failure of the Contractor to make timely payment for material or for labour. Payments may also be with-held for other reasons mentioned elsewhere in the NIT.

29.00 State Insurance Act

The following clauses under State Insurance Act should be agreed upon the Contractor:

- 29.01. That the Contractor agrees to show separately in the bills presented for payment, the total wages paid to the workers and included in the claims on which, employee special contribution, to the employee's State Insurance Corporation will be payable.
- 29.02 That in accordance with section-41 of the employee's State Insurance Act 1948, the company reserves the right to recover from Contractor's bills passed payment, the amount of employer's special contribution calculated @ 3/4% or at such other rate as may be prescribed by the Government from time to time for payment to the employer's State Insurance Corporation.
- 29.03 That it will be the responsibility of the Contractor to maintain all the relevant records relating to labour employed, wages paid etc., submit the returns prescribed by the Competent Authority under the Employee's State Insurance Act and the Management of Company as and when required.

30.00 Inability of Contractor to perform the contract satisfactorily:

If in the opinion of RCF (which shall be conclusive) the performance of the contract is not satisfactory or the Contractor neglects to comply with any directions given to him by RCF, the contract is liable to be terminated by RCF and the loss/damages, expenses which RCF may incur or sustain shall be recovered from the Contractor. RCF reserves the right to get the balance work done through any other party at the risk and cost of the Contractor.

31.00 Assignment or sub-letting of contract.

The contractor shall not assign or sublet the contract or any part thereof, without written consent of RCF, which consent RCF shall be entitled to withhold without assigning any reason or grounds. Any breach of this condition shall entitle RCF to take such steps as may be necessary including termination of the contract and recover the loss or damages arising out from such cancellation. The permitted subletting of work by the Contractor shall not establish any contractual relationship between the sub-Contractor & RCF and shall not release the Contractor of any responsibility under the contract.

32.00 Sub-Contract:

The consent of RCF shall be obtained before the work is sub contracted, in case the Contractor employs any Sub Contractor and such sub-contracting shall not absolve the contractor of any of the liabilities under the Contract. If in the opinion of RCF, the Subcontractor appears to be unfit to carry out his part of the contract or of the Sub-contractor's work is such that the planned time of completion within the terms of the order is or likely to be jeopardized, RCF shall have the right to instruct the Contractor in writing to terminate the Sub-contract forthwith. Such termination shall not give rise to any claim against RCF from the Contractor or Sub-contractor and shall not relieve the Contractor from any of his contractual obligations and responsibilities.

33.00 Period for the Completion of Contract.

The contract shall be completed as per the time schedule given in the Contract. Notwithstanding the above, in case the progress in execution of the Contract at various stages is not as per the time schedule or is not satisfactory, in the opinion of RCF which shall be conclusive, or if the Contractor neglects to execute the contract with due diligence or expedition or shall contravene the provisions of the Contract, RCF may give notice of the same in writing to the Contractor calling upon him to make good the failure, within the period considered reasonable by RCF and specified as such in the notice. RCF shall have the option and be at liberty to determine the Contract, wholly or in part, and make alternative arrangements for completion of the Contract at the Contractor's risk and cost, RCF shall be entitled to recover from the Contractor all extra cost incurred and the liquidated damages on this account. In such an event RCF shall not be responsible for any loss that the Contractor may

incur and Contractor shall not be entitled to any compensation. RCF in addition, shall have the right to forfeit security/performance deposit in full or in part.

34.00 Termination of Contract:

34.01 In addition to several grounds specified in the Contract, the contract is liable to be terminated in the following circumstances:

Contractor commits any breach of the terms and conditions of the contract or is unable to perform the contract for any reason or alters the constitution of the firm without prior consent of RCF Or disregards the instructions given by RCF or is unable to fulfil any of the terms and conditions of the agreement entered into for carrying out the subject contract.

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

- a) The contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased any materials or entered into any commitments or made any advance not be entitled to recover or be paid any sum for any work thereto actually performed under the contract, unless and until the RCF competent authority, shall have certified the performance of such work and the value payable in respect thereof and the contractor shall only be entitled to be paid the value so certified.
- b) The Company shall not be liable to pay to the contractor any money on account of the contract until the expiration of the period of contract and thereafter all other expenses incurred by the Company, have been ascertained and the amount thereof certified by the RCF competent authority, The contractor shall then be entitled to receive only such sum or sums (if any) as the RCF competent authority, may certify would have been due to him upon due completion by him after deducting the said amount but if such amount shall exceed the sum which would have been payable to the contractor, then the contractor shall, upon demand pay to the Company the amount of such expenses and it shall be deemed a debt to the contractor by the company and shall be recoverable accordingly.

34.03 Matters finally determined by the Company:

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

35.00 Compliance of Laws:

- 35.01 The contractor shall be primarily and completely responsible to comply with all Central and State Laws as well the Rules, Regulations, bye-Laws and Orders of Local authorities and Statutory bodies as may be in force from time to time. He shall give to the Municipal Corporation, Police and other relevant authorities all such Notices etc. as may be required by Law and obtain all requisite licenses and/or Permits for temporary construction, enclosures etc., and pay all Fees, Taxes and such other dues or charges which may be leviable on account of any of his operations in executing the work under this Contract. He shall make good, at his own cost, any damage to any adjoining property.
- 35.02 The contractor shall at his expense comply with all labour and industrial Laws and such other Acts, Statutes and Regulations as may be applicable to the Contractor including the payment of compensations or any other payment required to be made to his employees, casual workmen employed/engaged by him directly or indirectly in connection with the work of RCF. The contractor shall indemnify and keep RCF harmless and always indemnified at all times for all claims arising out of his failure to meet his responsibility.
- 35.03 RCF shall have lien on all and over all or any money that may become due and payable to the Contractor under these presents, and / or also on and over the deposit or security amount or amount made under the contract and which become payable to the Contractor under the conditions in that behalf herein contained for or in respect of any debt or sum that may become payable to RCF by the Contractor either alone or jointly with another or others and either under this or under any other contract or transaction of any nature whatsoever between RCF and the Contractor. Further that RCF shall at all times be entitled to deduct the said debt or sum due by the Contractor from the moneys, securities or deposit which may become payable to the Contractor under these presents.
- 35.04 For all works under this contract, the Contractor will employ his own workmen, and none of the workmen employed by the Contractor under this contract are deemed to be RCF's workmen or under the control or supervision of RCF. The Contractor shall alone (and not RCF), be liable for all claims of such workmen under their terms of employment, or under any statute relating to wages, compensation, terminal or other benefits, bonus, compensation for injuries, loss of earning capacity or on any other account whatsoever now *or hereafter payable to them. The Contractor undertakes to observe and perform all* statutory regulations and obligations relating to employment of such workmen including making payments/deposits with various authorities as may be required under several labour and industrial laws.
- The Contractor is liable and responsible for all claims for loss, damage or injury caused to any person, whether his employee or otherwise in the execution and performance of this contract and such liability on his part extends to any claim for loss, damage or injury occurring in the performance of this contract by the Contractor, by any person, whether a workmen, visitor, licensee, sub-contractor or his employee or otherwise.
- 35.05 The Contractor shall ensure that no person below the age of 18 years is employed by him or his sub-Contractor to perform this contract at any stage.
- 35.06 Contractor shall maintain all the relevant records relating to labour employed, wages paid etc., submit the returns prescribed by the Competent Authority/Rules , under various labour and industrial laws and shall submit to RCF as and when required.

36.00 The Contractor to remove unsuitable employees.

The contractor shall on instructions of RCF remove any Worker or person employed on RCF work if in the opinion of RCF he is not a fit person to be retained on the work.

- 36.01 Notwithstanding anything contained in these terms and conditions RCF shall have the right to seize and remove their stocks of goods at any time as RCF may desire or deem proper. Any dispute in respect of the same or any other dispute between the parties hereto, will not in any way affect RCF's right to seize and remove their stocks at their discretion.

37.00 Force Majeure.

Neither the Contractor nor RCF shall be considered in default in the performance of their contractual obligations so long as such performance is prevented or delayed for reasons of any act of God, severe earthquake, typhoon or cyclone (except monsoon), floods, tsunami, lightning, land slide, fire or explosion, plague or epidemic, strikes & lock outs accepted by port authorities, sabotage, blockages, war, riots, invasion, act of foreign enemies, hostilities, (whether was be declared or not) civil war, rebellion, revolution, insurrection or military usurped power or confiscation or trade, embargoes or destruction or requisition on by order of any Government or any public authority.

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

Should either of the parties be prevented from fulfillment of the contractual obligations by a state of Force majeure lasting continuously for a period of six weeks, the parties shall consult each other regarding the future implementation of the contract.

The mere shortage of labour, material or utilities shall not constitute force majeure unless caused by circumstances which are themselves force majeure.

Contractor shall Endeavour to prevent, overcome or remove the causes of force majeure.

No ground for exemption can be invoked if the Contractor fails to give timely notice by a registered letter and subsequently supported by documentary evidence.

The Company's interpretation or decision in regard to all or any of the terms and conditions hereof any matter arising hereunder will be final and binding on the Contractor.

38.00 Secrecy:

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

39.00 Arbitration:

All disputes and questions, claims, rights, matters or things, whatsoever in anyway 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.

40.00 Jurisdiction of the court:

This contractor shall be deemed to have been entered into the contract at Mumbai and all causes of action in relation to the Contract will thus be deemed to have been arisen only within the jurisdiction of the Mumbai Court.

41.00 Integrity Pact:

The contractor will have to sign integrity pact enclosed at the time of agreement.

AGREEMENT ON - NON JUDICIAL VALID STAMP PAPER of Rs.500/-**AGREEMENT FOR CUSTOM CLEARANCE, FORWARDING, STEVEDORING, HANDLING, BAGGING & DISPATCH AT AKPL PORT (AP)**

THIS AGREEMENT MADE THIS (Date) _____ between M/s.Rashtriya

Chemicals and Fertilizers Ltd., a Company Registered under Companies Act, 1956 having its Registered Office at "PRIYADHARSHINI", EASTERN EXPRESS HIGHWAY, MUMBAI - 400 022, having its Regional Office at 30-2-17, 1st Floor, Murthy Street, Behind Vijaya Talkies, Eluru Road, Vijayawada, Andhra Pradesh - 520002 hereinafter called as "Company" which expression unless repugnant there to includes its successors

and assigns of the ONE PART and M/s. _____ Hereinafter called the

"Contractor" which expression unless repugnant, thereto includes its successors and assigns of the OTHER PART.

WHEREAS, the Company has been importing P & K Bulk Fertilizers at AKPL PORT (AP), whereas the contractor

M/s. _____ are in the business of undertaking port handling activities, local transportation of Bulk Fertilizers to godown, bagging & standardization including machined stitching, stacking/destacking loading into trucks/wagons (with transportation up to rake - point) and dispatch of fertilizers.

WHEREAS the Contractor is willing to undertake the work with guaranteed rate of discharge from ships, guaranteed rate of manual bagging and clearance as per requirement of the Company at the agreed rates (Prices), terms and conditions

indicated in the quotation dated _____ .

This agreement now witnesses and is hereby agreed that the said contractor shall work under the conditions hereinafter appearing:-

1. The Contractor agrees to abide by the Company's Notice inviting Tender No. _____ dated _____ along with terms and conditions thereof, as per the Company's Work order No. _____ dated _____ both of which form part of this Agreement along with the Contractor's quotation dated .
2. The Contractor has furnished Security Deposit by way of DD bearing No. _____ drawn on _____ for Rs. _____/- Rupees _____) or Bank Guarantee from _____ Bank for Rs. _____/-
_____ towards Security Deposit, and it is agreed that the contractor shall bear all Charges/costs pertaining thereto and shall not demand any interest, charges expenses connected therewith.
3. The agreement shall be valid upto _____ which can be extended for a further period of three months or part thereof on the same rate, terms and conditions of the N.I.T. at the sole discretion of the Company.
4. 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.
5. Due to Contractor's inability, failure or negligence to execute the contract, any loss incurred by the Company, will be on Contractor's account. Director Marketing of the Company or his authorized representative at his entire discretion may also terminate the contract in part or full, by giving 7 days notice if in his opinion the work under the contract is not being done in accordance with the terms and conditions of the contract. Director Marketing of the Company also reserves the right to get the work done by any other agency as and when such situation warrants, at the risk and cost of the Contractor and any additional cost so incurred shall be recovered from Contractor's bills/Bank Guarantee / Security Deposit.
6. The Contract is entered into at _____ and competent Courts of _____ (Place) shall have jurisdiction.

IN WITNESS THEREOF, the parties have hereto set their hands and seal the days respectively appearing under their signature.

1.

(Contractor)

2.

(Company)

WITNESSES

1.

2.

To be submitted On Rs.500/- non-judicial Stamp paper

FORMAT FOR BANK GUARANTEE TOWARDS SECURITY DEPOSIT AND PERFORMANCE GUARANTEE

Bank Guarantee No. _____ Dated _____

Chief Manager,
R C F Ltd,
Andhra Pradesh State Office,
Vijayawada – 520002

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) have agreed to exempt M/s. _____

(hereinafter referred to as "Supplier / Contractor" which expression unless repugnant to the context and meaning thereof shall include its successors and assigns) from depositing with RCF a sum of Rs. _____ (_____) as required under the under the terms and conditions of Contract/Work order/Purchase Order No-

_____ Dated _____ (hereinafter referred as „the order") placed by RCF on the said "Supplier / Contractor, we _____ (hereinafter referred to as "**the bank**" which expression shall include its successors and assigns) do hereby undertake to pay RCF an amount not exceeding Rs. _____ on the demand made by RCF on us due to breach committed by the said "Supplier / Contractor" on the terms and condition s of he Order.

1. We, _____ **Bank** the bank hereby undertake to pay the amount under the guarantee without any demur merely on a demand received in writing from RCF stating that the Supplier/Contractor has committed breach of the term(s) and/or

condition(s) contained in the **Order** and or failed to comply with the terms and condition as stipulated in the **Order** or amendment(s) thereto. The demand made on the **bank** 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 not withstanding any dispute or disputes raised by the said "Supplier / Contractor" regarding the validity of such breach and we agree to pay the amount so demanded by **RCF** forthwith and without any demur. However, our

liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees)

2. We, _____ the **Bank** further agree that this irrevocable guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Order and that it shall continue be enforceable till 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 of conditions of the Order have been fully and properly carried out by the
"Supplier / Contractor and accordingly discharge the guarantee.
3. We, _____ the bank, undertake to pay to RCF any money so demanded not withstanding any dispute or disputes raised by the said "Supplier / Contractor" in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment hereunder and the said "Supplier / Contractor" shall have no claim against us for making such payment.
4. We, _____ the bank further agree that RCF shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and the conditions of the Order or to extend time of performance by the said "Supplier / Contractor" from time to time or postpone for any time or from time to time any of the powers exercisable by the RCF against the said "Supplier / Contractor" and to forbear or enforce any of the terms and conditions relating to the Order and shall not be relieved from our liability by reason of any such variation or extension being granted to the said "Supplier / Contractor" or for any forbearance, act or omission on the part of the RCF or any indulgence by the RCF to the "Supplier / Contractor" or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.
5. In order to give full effect to this guarantee, RCF will be entitled to act as if the BANK were the principal debtor and the Bank hereby waives all rights of suretyship.
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 demand under this guarantee is made on us in writing at any time from the date of the issue of 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 / Contractor" or the provision of the contract between Supplier/Contractor and RCF.
9. The Bank hereby agrees that the Courts in Mumbai shall have exclusive jurisdiction in any matter of dispute between RCF and the Bank and the Bank hereby agrees to address all the future correspondence in regard to this bank guarantee to Officer (Finance), Rashtriya Chemicals and Fertilizers Limited, 30-2-17, 1st Floor, Murthy Street, Behind Vijaya Talkies, Eluru Road, Vijayawada, Andhra Pradesh - 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 Authorized official of Bank

Name of the Official :

Designation of the Official :

Name of Bank :

Branch :

Address of Branch :

Telephone/Mobile No. :

Fax No. :

Email ID :

Annexure V

LIST OF RCF APPROVED BANKERS FOR BANK GUARANTEES

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

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

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

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

VENDOR DATA UPDATION FORM (Packet-3) –PLEASE SUBMIT CANCELLED CHEQUE						
-	Both New Vendors and Existing Vendors may please note that details listed below are required and will be used for making all payments POs / WOs, refund of EMDs / SDs, forwarding the details of payments by email, issue of TDS certificates, Works Contract TDS Certificate, C Form for CST purchases etc.					
	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.					
Sr. No	Title	Sub Titles		Purpose to be used for		
I	NAME	Title (Whether Company / M/s / Mr / Mrs / etc.)				
		Name (As it appears on the Bank Cheque)	*			
		Type (Whether for Purchases or Services)		will be filled by RCF		
		RCF Vendor Code (for existing RCF Vendors)				
		RCF Vendor Code (for new Vendors, RCF will create and fill)	*	will be filled by RCF		
II	ADDRESS	House/ bldg. Number	*			
		Street	*			
		Street				
		City / Postal Code	*			
		District / State	*			
		Country				
		Region Code		will be filled by RCF		
III	SUPPLY STATE	District / State (If the state from which supplies are going to be made is different from the State given above, then specify the Place / State for C- forms.)	*	To be given, if applicable.		
		Other Region Code		will be filled by RCF		
IV	COMMUNICATION	Contact person	*			
		Telephone incl. ext.		STD Code	Tel No	Extn
		Mobile Phone	*			
		Fax		STD Code	Tel No	
		Email	*			
		Standard communication method		by email only		
V	ACCOUNT CONTROL	If also a RCF's Customer?		Yes / No		
		Group Key		will be filled by RCF		
VI	TAX INFORMATION	CST Reg NO. for C forms				

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

ANNEXURE - VII**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.

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:

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Hence no sign and stamp required*

*Sign and Stamp of the bidder
or
Digitally signed by the bidder
Date:*

- 3.2The 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.
- 3.3The 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.
- 3.4Bidders(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.
- 3.5In 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.
- 3.6BIDDER shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/ contract.
- 3.7The 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.
- 3.8The 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.
- 3.9The 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.
- 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.

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or
Digitally signed by the bidder
Date:*

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

4. Previous Transgression:

- 4.1 The BIDDER declares that no previous transgression occurred in the last three years (reckoned from date of bid submission) in respect of any corrupt practices envisaged hereunder, with any organization in any country conforming to the anti-corruption principle or with any other Public/Government organization/Department in India. The Bidder further declares that he commits to report about transgressions for which cognizance was taken by the competent authority even before the said period of three years, but are pending conclusion.
- 4.2 The BIDDER agrees that if it makes incorrect statement on this subject regarding previous transgressions, 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/De-barring 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.

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- 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. Any violation of Integrity Pact would entail disqualification of the bidders and exclusion from future business dealings as per the existing provisions of GFR, 2017, Prevention of Corruption Act, 1988 and other Financial Rules/Guidelines, etc. as may be applicable to 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 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,
Kerela 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

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Digitally signed by the bidder
Date:*

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.

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Hence no sign and stamp required*

*Sign and Stamp of the bidder
or
Digitally signed by the bidder
Date:*

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

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

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

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or
Digitally signed by the bidder
Date:*

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

ANNEXURE - VIII

List of activities /payments to port, treated as statutory payments as per list enclosed /format attached.

Sr. No.	Items	Kindly indicate Yes in case of statutory charges and No in case of non-statutory charges(Yes/No)
1	WHARFAGE CHARGES (Rate in Rs/MT)	
2	FOR ROAD DESPATCHES : AGENCY WORK & CUSTOM CLEARANCE, MANUAL STEVEDORING (INCLUDING LOADING OF MATERIAL INTO TRUCKS/DUMPERS AT WHARF), LOCAL SHIFTING OR TRANSPORTATION OF MATERIAL UP TO SILO/SHED, MECHANICAL OR MANUAL BAGGING , STANDARDISATION (IN 50 KG NET WEIGHT), MACHINE STITCHING (INCLUSIVE THREADS) , STACKING OF BAGS., DE-STACKING AND LOADING OF BAGS IN TRUCKS WITH DOCUMENTATION FOR OUTSTATION DELIVERY FOR ROAD DESPATCHES INCLUDING SUPERVISION BY SURVEYOR (Rate in Rs/MT)	
3	FOR RAIL DESPATCHES :AGENCY WORK & CUSTOM CLEARANCE, MANUAL STEVEDORING (INCLUDING LOADING OF MATERIAL INTO TRUCKS/DUMPERS AT WHARF), LOCAL SHIFTING OR TRANSPORTATION OF MATERIAL UP TO SILO/SHED, MECHANICAL OR MANUAL BAGGING , STANDARDISATION (IN 50 KG NET WEIGHT), MACHINE STITCHING (INCLUSIVE THREADS), STACKING OF BAGS., DE-STACKING, LOADING IN TRUCKS, SHIFTING TO RAILWAY PLATFORM BY TRUCKS, UNLOADING AND STACKING ON PLATFORM, DESTACKING AND LOADING IN TO WAGONS WITH DOCUMENTATION AS BELOW (MULTI PRODUCTS AT ANY RAKE POINT, INSIDE/OUTSIDE RAIL DESPATCHES INCLUDING SUPERVISION BY SURVEYOR/REPRESENTATIVE UPTO DESTINATION POINT. (Rate in Rs/MT)	
4	DUNNAGE CHARGES FOR RAIL DESPATCHES (Rate in Rs/MT)-For rakes	
5	PORT RAILWAY USAGE CHARGES (PRTUC) OR WAGON HAULAGE CHARGES FOR CLOSED WAGONS (Rate in Rs/MT)	
6	GODOWN RENT FOR 1-15 DAYS (RENT in Rs. /MT)	
7	GODOWN RENT FOR 16-30 DAYS (RENT in Rs. /MT)	
8	GODOWN RENT FOR 31-45 DAYS (RENT in Rs. /MT)	
9	GODOWN RENT FOR 46-60 DAYS (RENT in Rs. /MT)	
10	GODOWN RENT above 61 DAYS (RENT in Rs. /MT)	

GST Norms

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

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BENEFITS TO MICRO AND SMALL ENTERPRISES (MSME):

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

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

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

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

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

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

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

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

(b) Purchase Preference for MSE:

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

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

In case that two or more MSEs are within the L1 +15% band, all such MSEs will be offered the opportunity to match the L1 rate/ contract value and 25% of the order will be shared equally by them. Where the MSE is SC/ST owned, they shall be exclusively awarded a share of 4% of the above 25% in addition to equally sharing the balance 21% with other non-SC/ST MSEs .

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

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

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

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

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

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

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

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

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

I. General Instructions:

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

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

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

- a. The contractors shall get the Pre-Employment Medical Examination of their workforce done from nominated or approved Doctors/Agency as per Pt. No. O- For Trombay Unit or as per point no. P for Thal Unit and obtain fitness certificate. The contractor carrying out Medical examination through nominated/approved list of Doctors/Agency shall submit fitness certificate in Form 6 before deploying their labours.
- b. Any individual who has not cleared the pre-employment medical examination and declared unfit medically will not be allowed to work in RCF premises.
- c. The fitness certificate obtained is valid for SIX MONTHS from the date of issue and contractor must maintain the records for his/her workforce. Contractor must ensure that their workforce undergo medical checkup again when the validity is expired.
- d. If any individual contract labour had any critical illness or involved in major safety incidence, the event must be brought to notice of Job execution department immediately and the individual must undergo medical checkup again irrespective of validity of previous certificate.

III. Health of contractor employees:

- a. Contractors shall submit valid fitness certificate of their workforce to RCF supervisors prior to commencement of work.
- b. Contractors must ensure that every individual in their workforce is in good health every day before entering the factory premises. It must be ensured that any worker who is not feeling well must not enter factory premises.
- c. Contractors must ensure that no individual of his workforce enters the factory premises under the influence of alcohol and/or drugs.

IV. Safety Training:

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

V. General Safety Instructions:

- a. Contractor shall not carry out any work without valid Safety Work Permit (SWP) issued-for the allotted job. All the conditions of the SWP shall be understood & complied by him and his workforce carrying out the job.
- b. Work Permit shall be always available with contractor's supervisor at worksite or displayed at work site.
- c. Contractor shall arrange sufficient numbers of experienced supervisors for the job and ensure continuous supervision. No job shall be carried out without supervision.
- d. Contractor must ensure that each individual job must have individual contractor supervisor.
- e. Contractor must ensure that only Tested & certified equipment, tools & tackles shall be used & list with all relevant documents like test certificates, checklists etc., shall be submitted to RCF officials. All equipment shall be having visible identification number / marks with valid test/ inspection certificate.
- f. Contractor must ensure strict compliance to the SWP conditions for all jobs including but not limited to hot jobs, height jobs, excavation, confined space entry routine maintenance, civil works, testing, calibration etc, undertaken in all Plants & Services within factory premises. The instructions provided & additionally written on it shall also be strictly followed at site by contractor employees.
- g. Contractor shall seek temporary electrical connections through RCF Electrical department only after filling necessary requisition form. The cable used for temporary connection should be of proper current rating without any joints & industrial plug tops shall always be used. For electrically operated hand tools RCBO is mandatory.
- h. Safety Work Procedure for the job is to be submitted to RCF Job execution department before commencement of the work.
- i. Job hazard analysis (JHA) is mandatory for all critical jobs and shall be made before start of the job. The provisions of JHA are to be strictly adhered to.

- j. Based on the nature, type and level of job intensity, it shall be at the sole discretion of RCF officer to decide whether JHA for that particular job is required or not and this may vary from job to job & from unit to unit.
- k. Contractors whose Safety Performance is not satisfactory shall be viewed seriously and necessary action (viz. Warning, monetary penalty, suspension/stoppage of work, cancellation of Registration/Contracts) shall be taken by RCF. The Safety advisory warnings, violation notice, verbal warnings of safety violations etc. shall be used to evaluate safety performance of the contractor/ Transporter/ Dealer/ Consultant/ Supplier etc.
- l. Contractor must maintain housekeeping at work place. Scrap generated on the job will be sent to scrap yard / stores / plant as per the instructions of RCF officials timely.
- m. Contractor shall provide appropriate PPE (Personnel Protective Equipment) such as hand gloves, safety shoes, safety helmet, safety goggles, double lanyard full body harness, dust masks, ear plugs, face shields & other relevant PPE w.r.t Job to all workers. These PPE should be as per BIS mentioned below:

SN BIS codes Information

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

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

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

1. Identification of contents of industrial gas cylinders shall be as per IS 4379:1981. Valve fittings for compressed gas cylinders excluding LPG cylinders shall be as per IS 3224:2002. Valve Fittings for Liquefied Petroleum Gas (LPG) Cylinders of more than 5 litre water capacity shall be as per IS 8737:1995.
2. Oxy-acetylene sets/ Oxygen/ LPG cylinder sets to be used for pre-heating & cutting jobs shall be provided with regulators having IS 11006 :2011 specified flash back arrestors, double diaphragm pressure gauges as per IS 6901:2009 & hose connections as per IS 6016:2009 . Gas cylinders shall be handled in hand trolleys as per IS 8016:1996.
3. Gas cylinders shall be kept upright and secured firmly with chain.
4. When stored, the cylinders must be provided with valve guards and cap.
5. While transporting cylinders (filled and empty), they must always be in vertical upright position only.
6. It must be ensured that while handling, storing or using any gas cylinders, all the provisions of "Gas Cylinders Rules, 2016" and amendments thereof have to be complied.
7. Color coding and labeling of gas cylinders as per IS:4379:2021

B. Safety precautions during cutting/welding job:

1. Welding machine manual shall be available at site and rated capacity of machine shall be clearly visible. Earthing shall be returned back from job to welding machine.
2. In addition to regular PPE required for the job like Safety helmet, Safety shoes etc., personnel working shall wear welding shield with safety helmet attached & cut resistance hand gloves.
3. Contractor employee shall ensure that water hose or water filled bucket kept near work place.
4. Sparks shall be confined by Non-asbestos Fire/ Welding blanket. The area shall be cordoned off. No combustible material to be kept in the nearby area.
5. Contractor to ensure his work force has clearly understood about hazards involved and safe working procedure to mitigate and prevent hazards by means of regular pep talks. Register to be maintained for the pep talk given.

6. The work area shall be cordoned off with access only to work force.
7. When Gas Cutting is involved, all the provisions in section VII A have to be strictly complied.
8. Welding machine/ Power tools shall be checked by contractor supervisor and its healthiness tag shall be displayed on machine, also checklist shall be available with permit file.
9. Cutting set shall be checked by contractor supervisor and its healthiness shall be displayed on machine, also checklist shall be available with permit file.

C. Safety precautions during Radiography:

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

D. Safety precautions during shot blasting:

1. The contractor should ensure all shot blasting activity to be done as per **IS 4077** Part 1 (1971) and **IS 9954** (1981).
2. The contractor should ensure use proper compressor machine, air hose as per IS 5894 and provide valid fitness certificate for compressor and all allied accessories before starting the job.
3. The Contractor should finalize the location for shot/slag blasting in consultation with RCF.
4. The contractor should ensure the activity of shot/slag blasting is carried out in an enclosed temporary sturdy structure/ hut/container only. The arrangement of such temporary sturdy hut/structure/ container is in the scope of contractor.
5. The contractor should ensure area of shot/slag blasting is properly cordoned off before start of work with hard barricading.
6. The contractor should ensure during shot/slag blasting job, contractor employee shall wear full body protection suit/ leather jacket, air lined mask / respirator masks/ helmet dust mask, cut resistant hand gloves, ear plugs, safety shoes, safety helmet with chin strap, Safety goggles / Face shield. All required PPE are in contractor's scope.
7. The Contractor should ensure to use double clamping for fixing air hose.
8. The contractor should ensure continuous supervision while execution of work.
9. Shot blasting gun shall have spring loaded Start stop button.
10. Ensure proper earthing to the shot blasting Gun & Machine

E. Safety precautions during hydro jet cleaning:

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

F. Safety precautions while Online leak sealing jobs:

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

G. Safety precautions while Onsite Safety valve testing:

1. At least one person, preferable supervisor, deputed at site shall be competent for doing Onsite PSV testing job & shall possess documents in support of experience in onsite PSV testing of at least two sites.

2. Contractor to ensure that all individuals of the workforce doing the job must use all relevant PPE like Safety helmet, Safety shoes, hand gloves, full body harness with doubly lanyard (for height jobs) etc.
3. All the equipment / instrument, tubing, hoses, pipes, fittings and mountings being used for testing must be rated / tested for 1.5 times the PSV test pressure and all relevant documents are to be submitted to RCF Job Execution department.
4. The work area shall be cordoned off with access only to authorized work force.

H. Safety precautions while using electrical appliances:

1. Contractor shall ensure all electrical appliances have industrial type end connections (three pin) available in all plants. All electrical hand tools shall have ELCBs/ RCCBs. All electrical cables shall be of suitable current rating, have sound & intact insulation & shall be free from joints.
2. Contractor shall ensure only flame-proof electrical fittings and flameproof plug points Distribution Board (DB) are used in hazardous areas and flammable/explosive gas handling plants as per instructions by Engineer-In-Charge designated by RCF for the job.
3. Clearance for power supply should be taken from electrical engineer from concerned plant by filling Temporary Electrical Connection (TEC) form. After completion of Job, Extension board, light fittings should be returned immediately.
4. The contractors shall not enter in RCF MCC/ Substation and tamper or operate the RCF Feeder without approval of RCF Engineer.
5. For temporary connections, Electrical cables must be laid over head and without joints.

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

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

J. Safety precautions for Confined space job:

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

9. Contractor shall ensure that rescue equipment and other emergency services procedures are available at site.
10. For Vessel entry with height/ depth more than 02M, Contractor must ensure that all entrants are provided with whistle / signaling equipment in case of uneasiness.

K. Safety precautions for working at fragile roof:

1. Contractor shall ensure no worker shall work at height without height pass issued by RCF.
2. It is mandatory for work on fragile roof and Height job (for 2M above from firm platform)
3. Contractor should provide and use roof ladders/crawling boards as per IS 3696-Part 2 and any other job relevant IS code.
4. Contractor should provide two lifelines anchored to firm support.
5. Contractor should provide and ensure personnel working on roof should use necessary PPE such as double lanyard full body harnesses (safety belt) with both the lifelines anchored at different supports on life line, safety helmet, safety shoes, and safety goggles, cut resistance/cotton hand gloves.
6. Contractor supervisor should ensure only specified number of employees should work on roof at a time.
7. Contractor should provide Safety Net below while working on fragile roof area or in open area.
8. All required PPE and Safety net are in contractor's scope.
9. The contractor should ensure continuous supervision while execution of work.

L. Safety Provision while Excavation and Dewatering activity:

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

Penalty for violation of safety rules at work place:

Violations:

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

Disciplinary Actions:

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

For the first violation:

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

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

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

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

In case if the same labor /manpower is caught as a defaulter for the 3rd time he/she shall not be allowed to enter inside the factory premises and other RCF sites for a

period of minimum 3 months from the date of issue of intimation by Contract Cell and his gate pass shall be confiscated.

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

- Priyadarshini building, Township, Admin building etc., for Trombay Unit
- RCF Kurul Colony, RCF Kihim Colony, CISF Barracks, Farmer's Training Center & Experimental farm etc., for Thal Unit, he shall ensure that this default labour is not deputed to any site of RCF during the holiday period & if found that the contractor has violated the instructions, then RCF shall be bound to take the necessary suitable action as deemed fit.

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

12	Gas cutting set with damaged hose/ pressure gauge/ without valve key (per incidence/ observation)	1000	1500	3000
13	Gas cylinder without trolley (filled and empty) (per incidence/ observation)	500	750	1500
14	Unauthorized personal entering into Cordon off area (per incidence/ observation)	500	750	1500
15	Faulty wire/ cable laying on ground or using snapped cables (per incidence/ observation)	1000	1500	3000
16	Improper hand tool or power tools (per incidence/ observation)	1000	1500	3000
17	Smoking at work place area. (per person)	5000	7500	15000
18	Found in intoxicated state (per person)	5000	7500	15000
19	Violation of Road Rules (per incidence/ observation)	5000	7500	15000

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

M. General Environment Protection:

1. The contractor shall strive hard to conserve energy & water wherever possible.

2. The contractor shall not discharge chemicals, oil, silt, sewage, spillage & other waste materials directly into the controlled waters like drains, streams, rivers & ponds.
3. Contractor shall ensure dust free environment at the welfare block or site office by sprinkling water.
4. Contractor shall ensure that the material used by them for carrying out the jobs that are detrimental to the environment are properly stored & utilized.
5. Contractor shall not use empty areas for dumping the wastes.
6. Contractor shall ensure that waste materials like metals, plastics, glass, paper, oil & solvents are kept at the correct designated places for disposal of the same.
7. Contractor & his manpower shall ensure that proper ambience & hygienic conditions are maintained surrounding their welfare.
8. Goods suppliers' / Transport contractors bringing raw material like MAP, DAP, Rock and soda Ash shall ensure that the material is brought in covered trucks/ bulkers. It will be the sole responsibility of the transporter to ensure that no leakage or spillage of raw material takes place from the raw material carrying vehicles causing pollution problem on the way to RCF and neither while entering RCF factory premises. Also, while taking finished products out of factory premise, covering of Fertilizer/ IPD bags with Tarpaulins shall be done at designated place only taking all safety precautions & use of PPEs such as full body safety harness, Helmet etc.

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

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

1. A penalty of Rs.7360.00 per extension board, whichever is applicable at the time of imposing penalty for non-return of thermoplastic extension board.
2. A penalty of Rs.3680.00 per extension board, whichever is applicable at the time of imposing penalty for return of damaged thermoplastic extension board

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