



**NOTICE INVITING TENDER FOR SUPPLY OF 50,000 MT +/- 2%
FERTILIZER (30,000 MT-UREA & 20,000 MT-DAP) IN 50 KGS
(NET) BAGS TO KSCL WAREHOUSES IN NEPAL**

TENDER NO: RCF/FERTILIZER/NEPAL/2026-27/1 DATED: 11-MAY-2026

Important Dates

Last Date & Time of Submission of e-Tender : **21-MAY-2026 up to 1100 hrs. IST**

Date & Time of Opening of e-Tenders : **21-MAY-2026 at 1130 hrs. IST**

Website for Online bid Submission: <https://eprocure.gov.in>

Contacts in case of query related to Tender submission procedure:

- 1) Srijesh Menon (Tel: +91 22 2552 2753), e-mail: ssmenon@rcfltd.com
- 2) Mahesh Padghan (Tel:+91 22 2552 2325), e-Mail: mypadghan@rcfltd.com
- 3) Vemala Vyshnavi (Tel:+91 22 2552 2462), e-Mail: vemala.vyshnavi@rcfltd.com
- 4) Abhishek Joshi (Tel: +91 22 2552 2891), e-mail: abhishek.joshi@rcfltd.com

**NOTE - ANY CHANGE IN NIT / EXTENSION IN DUE DATE WILL APPEAR IN
WEB SITE**

www.rcfltd.com / <https://eprocure.gov.in>



TENDER DOCUMENT		
<u>THIS TENDER DOCUMENT CONTAINS:</u>		
Sr. No.	Documents	ITEM DETAILS
1	NIT	TENDER DOCUMENT
2	ANNEXURE-IA	SPECIFICATIONS FOR PRILLED/GRANULAR UREA FERTILISER GRADE
3	ANNEXURE-IB	SPECIFICATIONS FOR DAP FERTILISER GRADE
4	ANNEXURE-A	PROCESS COMPLIANCE
5	ANNEXURE-II	DEBARMENT OF FIRMS FROM BIDDING (HOLIDAY/DE-LISTING/BLACK LISTING)
6	ANNEXURE-IIIA	TECHNO COMMERCIAL BID-COVERING LETTER FORMAT
7	ANNEXURE-IIIB	TECHNO-COMMERCIAL BID FORMAT
8	ANNEXURE-IV	PRE-CONTRACT INTEGRITY PACT
9	ANNEXURE-V	BID BOND PROFORMA
10	ANNEXURE-VI	PROFORMA FOR PERFORMANCE GUARANTEE BOND
11	ANNEXURE-VII	APPROVED LIST OF BANKERS FOR EMD/ BID BOND AND PGB



FOR SUPPLY OF 50,000 MT +/- 2% FERTILIZER (30,000 MT-Urea and 20,000 MT-DAP) IN 50 KGS (NET) BAGS TO KSCL WAREHOUSES IN NEPAL

- I. RCF Ltd. invites sealed offers on Company's letterhead of bidders for supply of **30,000 MT +/- 2% Fertilizer Grade Urea (Prilled/Granular)** and **20,000 MT +/- 2% Fertilizer Grade DAP** in 50 KGS (Net) Bags to KSCL designated warehouses.
- II. The Tender document can be downloaded from RCF's websites i.e. www.rcfltd.com or www.eprocure.gov.in **Corrigendum/Addendum, if any shall be published only on these websites.** Detailed terms and conditions for import of Urea shall be as per the tender terms which are integral part of this Notice Inviting Tender (NIT). The entire Tender document would also form part of the Contract.
- III. The bids are to be submitted only through electronic mode for which bidders may log on to website www.eprocure.gov.in The bid bonds in original are required to be submitted physically in sealed envelopes to be dropped in tender box placed at RCF, Commercial Dept. Room No. 18 / 44 of Administrative Building, Mahul Road Chembur, Mumbai-400074, before the closing time of receipt of tenders as above. Offers submitted without original bid bond shall not be considered.
- IV. Demand Draft of Rs. 10,000/- plus GST applicable (Present rate 18%) In favor of Rashtriya Chemicals and Fertilizers Limited, Mumbai and payable at Mumbai or by Telegraphic Transfer towards Tender Document fee and must be submitted by the bidders in Techno-Commercial Bid before the closing date and time of the tender.

The Bank Details for Telegraphic Transfer are as follows:

State Bank of India, Commercial Branch, NGN Vaidya Marg, Fort, Mumbai-400023, Branch Code:06070 SWIFT No.: SBININ BB 101 to be credited to M/s Rashtriya Chemicals & Fertilizers Ltd., Trombay Unit, Current A/c No.: 30038480740

- V. Bids with open origin of goods are not acceptable. Bidders shall clearly state origin country(ies) of goods being offered in their technical bid. Bids offering material from countries of origin against which sanctions have been imposed / facing sanctions shall not be considered and price bids of such tenders shall not be opened. Further bidder shall ensure that no entity/individuals/promoters involved in the supply chain are facing/have sanctions of any nature and RCF shall not be held liable or responsible in any manner whatsoever if the bidder/supplier fails to adhere to this requirement. Bidders shall submit a specific undertaking to this effect along with the bid.
- VI. RCF reserves the right to reject any or all the offers without assigning any reasons whatsoever.

VII. BIDS SHOULD BE SUBMITTED AS PER FOLLOWING INSTRUCTIONS ONLY:

PART-I: TECHNO-COMMERCIAL BID: i.e. Technical and Un-priced commercial Bid should contain following: -

1. **Packet 1:** Scanned copy of "Process compliance statement for e-tendering" (**Annexure-A**) printed on bidder's letter head with duly signed by appropriate authority.
2. **Packet 2:** Scanned copy of self-attested supporting documents as per the NIT requirements as below:
 - I. Complete set of RCF's Tender Document duly signed and stamped as a token of your acceptance of all terms and conditions of tender without any deviation.
 - II. Complete specifications of the material offered
 - III. Certificate issued by Manufacturer confirming to supply the goods as per the specification and quantity as mentioned in the tender document.



- IV. Certificate issued by the government approved testing laboratories that the fertilizer to be supplied under this tender is fit for agricultural use.
- V. Undertaking for country of Origin of product offered.
- VI. Tender document submission fees – scanned copy of Demand draft or RTGS payment slip.

3. Packet 3: Scanned copy of dully filled “**Technical Cum Commercial Bid**” on bidder’s letter head as per (**Annexure-IIIA & Annexure-IIIB**) signed and stamped by appropriate authority.

4. Packet 4: EMD details- Scanned copy of ‘EMD payment Slip/ BID BOND’. Bidder shall furnish EMD as applicable to their respective category of vendor as mentioned in the NIT clause No.6.00. Copy of Original Bid Bond as per RCF’s format at **Annexure-V** towards EMD (Considering Plus Tolerance).

5. Packet 5: Integrity Pact as per **Annexure-IV** on plain paper duly signed and stamped by Authorized person of the Bidder and their witness.

6. Packet 6: Pre-qualification Documents (Refer Clause no. 8.00 of NIT):

- Documentary evidence to be furnished for supply of minimum one shipment of **20,000 MT** (+/- 2%) of Fertilizer to Nepal during last 05 years (proof in the form of POs, B/Ls, Invoices, etc.)
- Latest Bank reference report issued within one year from the last date of submission of tender.

7. Packet 7:

- A declaration from the bidder on their letterhead that they are not blacklisted or put on holiday by STEs.
- A Declaration stating the compliance to Notification No. F.No. 6/18/2019-PPD dated 23.07.2020 issued by Department of Expenditure, Ministry of Finance Govt. of India, confirming that Bidder has read all the clauses along with the Annexures of the above mentioned notification and certifying that their company is not from such a country (which shares land border with India) and is eligible to be considered.
- A declaration from the bidder stating that the bidding company’s Sister/Group/Associates Company if any having common key resource person(s) / director(s) / promoter(s) / partner(s) etc. are not participating in the subject tender.
- A declaration from Bidder that the Bidding entity or any of its key Managerial person are not under the SDN list or any other sanctions under UK, EU, OFAC etc.

PART-II: PRICED BID:

Price Bid i.e. BOQ given with tender to be uploaded after filling all relevant information like Name of the bidder, CIP Nepal price. The priced BOQ should be uploaded strictly as per the format available with the tender failing which the offer is liable for rejection (renaming or changing format of BOQ sheet (file) will not be accepted by system)

The prices will be evaluated outside the e-procurement system.

Vendor should quote prices in BOQ only. Offers indicating rates anywhere else (scanned documents in Part-I) shall be liable for rejection.

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

1. Please note that e-procurement system accepts ‘Microsoft Excel 97-2003’ format only, any modification in file format or changing name of file will result into non-acceptance of your offer by e-Procurement System.
2. Please save your BOQ sheet (Price bid) without changing its name & format and upload this completed BOQ sheet with your quoted rates in Finance Envelope as per instruction given.
3. For any queries and help, please contact on numbers given on first page of Tender documents.
4. **Kindly fill data in Price bid (BOQ Sheet) as per following Instruction only.**



Bidders Name: Kindly put complete name of bidding firm/company

Price for quantity delivered at KSCL warehouses in Nepal: Kindly put the '**All-inclusive Price in US\$ PMT**' for the quantity delivered in bagged form at KSCL warehouses in Nepal.

- VIII. The offer should be submitted latest by **1100** HRS IST of **21- MAY -2026** and the offer must be kept valid for acceptance upto to **2000** hrs IST of **21-JUNE-2026** failing which offer will be summarily rejected.
- IX. Offers having conditions/deviations are liable to be rejected at the sole discretion of RCF. The Price Bids of only those bidders shall be opened who shall qualify based on their Techno-Commercial Bid.
- X. Interested Bidder(s) are required to enter into an Integrity Pact with RCF as per prescribed format (**Annexure–IV**). Only those Bidders who sign an Integrity Pact with RCF in the prescribed format and submit the same along with other tender documents in Techno-Commercial Bid, shall qualify to participate in the tender process.
- XI. The implementation of Integrity Pact under this tender shall be monitored by **Independent External Monitors (IEMs)** appointed by RCF for this purpose, namely, **Shri. B Siddhartha Kumar, Shri Lt. Gen Raman Dhawan & Shri M. Akhaya** whose contact details are provided at Serial No. 21 of Tender document.



FOR SUPPLY OF 50,000 MT FERTILIZER : 30,000 MT-UREA and 20,000 MT -DAP IN 50 KGS (NET) BAGS TO KSCL WAREHOUSES IN NEPAL

Tender Issue Date		11- MAY -2026
Tender Closing Time/Date	1100 hrs. (IST)	On 21- MAY -2026
Tender Opening Time/Date (Techno-Commercial Bids)	1130 hrs. (IST)	On 21- MAY -2026
Tender Opening Time/Date (Price Bids of qualifying bidders)	Shall be intimated separately	

Offers should be valid for acceptance up to 20:00 hours IST on 21- JUNE -2026.

Detailed tender terms and conditions are as under.

1. ITEM/SPECIFICATIONS:

- Urea Fertilizer Grade in Bagged form as per specifications given in **Annexure-IA**
- DAP Fertilizer Grade in Bagged form as per specifications given in **Annexure-IB**

2. QUANTITY:

- Urea:30,000 MT +/- 2% in bagged form in 50 Kgs (net) bags
- DAP: 20,000 MT +/- 2% in bagged form in 50 Kgs (net) bags

Specific marking/Artwork of Bags shall be provided by RCF at the time of awarding the Contract.

3. DELIVERY SCHEDULE:

- The Shipment of cargo from the designated load port shall be effected within **30** days from date of Purchase order
- Schedule of deliveries at the respective KSCL warehouses in Nepal (after receipt of cargo at Indian transit discharge port, Packaging, transportation to Nepal etc.) shall be completed within **50** days from the date of NOR of the vessel at the Indian transit discharge port.
- The quantities to be delivered at each location of Nepal in Bagged form of 50 KG net bags is as follows:

Sr.No	KSCL warehouse	Urea (MT)	DAP (MT)
1	Birgunj	11,500	7,600
2	Biratnagar	8,500	5,600
3	Bhairahawa	10,000	6,800
	Total	30,000	20,000

- 4. PACKING:** The Fertilizer (Urea / DAP) should be packed 50kgs (net weight) in white polypropylene woven bags with polyethylene inner bags. The weight of outer polypropylene bag and inner polyethylene bag should not be less than 230 grams. Size of the bag should be about 40"×22" and fiber construction outer bag should be not less than 10 ×10 per square inch. The bags should be stitched with strong synthetic thread.

Spare bags should also follow the same specification. 1.0 % (one percent) spare bags should also be delivered at the designated warehouses with no additional cost. The Fertilizer shall be packed as per bag art-work which shall be provided by RCF on award of the contract.

Spare bags may be used for any spillage/seepages collection or repacking. Supplier has to ensure that the entire cargo is delivered in fully intact bags. In case of any torn bags or loose



cargo, the supplier shall be responsible for re-bagging at their own cost. No extra charges shall be paid in case of re-bagging for delivery up to the respective KSCL warehouses in Birgunj, Biratnagar & Bhairahawa.

5. UTILIZATION OF TRANSIT DISCHARGE PORT IN INDIA:

The discharge port of Kolkata or Haldia can be used as the transit discharge port for receipt of the cargo vessel and carrying out all the bagging & packaging activities. Apart from the cargo cost, ocean freight & Insurance charges, all the charges at the loadport & discharge port including the customs duty if any, GST, all applicable taxes in India & Nepal, cargo clearing, Handling agency charges, storage, warfage, bagging, re-bagging, logistics, loading & unloading, rail & road transportation upto the respective KSCL warehouses in Nepal, unloading at the final destination etc. shall be on the supplier's account.

6. PRICE TO BE QUOTED:

An **all-inclusive one price in USD PMT** shall be quoted considering all the charges/costs involved for supply & delivery of the bagged cargo upto the three KSCL warehouses in Nepal viz. Birgunj, Biratnagar & Bhairahawa. Only one price should be quoted covering deliveries at all the three destinations. The unloading at the respective KSCL warehouse in Nepal shall also be to the supplier's account. The bidder may either submit offer for Urea or DAP or for both the product. The evaluation shall be done separately for each product.

7. INSURANCE: The supplier shall arrange the comprehensive insurance coverage of the consignment for delivery up to the final destination in Nepal i.e. upto the three KSCL warehouses in Nepal viz. Birgunj, Biratnagar & Bhairahawa; with ICC (A) clause (i.e. including, ocean voyage, rail transportation, road transportation etc.).

The supplier must insure the goods at an amount equal to 110% of the invoice price.

8. PRE-QUALIFICATION CRITERIA:

- The bidder should have successfully supplied at least one parcel of Fertilizer of minimum **20,000 MT** (+/- 2%) to Nepal in the last 05 years from last date of submission of tender and shall provide documentary evidence to this effect. Documentary evidence for supplies as above shall also be provided like Purchase Order/s, Bill of Lading/s, Invoice/s, etc.
- Latest Bank reference letter issued within one year from the last date of submission of tender.

9. BID BOND/EARNEST MONEY DEPOSIT:

Bidders will be required to furnish unconditional Bid Bond in US Dollars only in the prescribed format as at **Annexure-V**.

Bid Bond/Earnest Money Deposit (EMD) shall be submitted by the Bidder @ USD 3 PMT of the offered tender quantity for each product i.e. 30,000 MT +2% Urea and 20,000 MT+2% DAP

In addition to the above, EMD may also be submitted by Telegraphic Transfer mentioning reference of subject Tender No.

The Bank Details are as follows:

State Bank of India, Commercial Branch, NGN Vaidya Marg, Fort, Mumbai-400023, Branch Code:06070 SWIFT No.: SBININ BB 101 to be credited to M/s Rashtriya Chemicals & Fertilizers Ltd., Trombay Unit, Current A/c No.: 30038480740

Bid Bond/Earnest Money Deposit (EMD) will not be accepted in Indian Rupees. Bid Bond/Earnest Money Deposit (EMD) shall not carry any interest.

Bid bond shall be furnished from RCF approved list of banks as per **Annexure-VII**.



Bid Bonds should be kept valid for a period of two months from the last date of validity of offers i.e. up to **21-August-2026**.

Original Bid Bond (Hard copy) towards EMD should reach RCF on or before the due date & time of tender opening.

10. PERFORMANCE BANK GUARANTEE (PBG)/PERFORMANCE BOND:

Successful bidders will have to submit **UNCONDITIONAL PERFORMANCE BANK GUARANTEE(PBG)/PERFORMANCE BOND** in US\$ strictly as per RCF's format at Annexure-VI within 10 days from acceptance of offer (i.e. issuance of Letter of Award - LOA) by the Buyer, failing which Bid Bond/EMD shall be forfeited. PBG/Performance Bond in equivalent Indian Rupees will not be acceptable. The value of PBG/Performance Bond shall be calculated and submitted @ **5% of the total value of the Contract including the plus tolerance in quantity**.

The PG bond shall be furnished from RCF approved list of banks as per **Annexure-VII**.

Bid Bond of the successful bidders will be released only after acceptable PBG has been received within the prescribed period. Bid Bond will in no case be adjusted against PBG. It shall be the responsibility of the sellers to ensure that prescribed PBG/Performance Bond is received by the buyer within 10 (ten) days from the acceptance of offer (i.e. issuance of LOA) failing which Bid Bond amount shall be forfeited. No deviations whatsoever in the PBG/Performance Bond proforma are acceptable. PBG/PERFORMANCE BOND will be released only after receipt of final delivery confirmation report by M/s KSCL-Nepal for the quantity/quality delivered at the designated warehouses in Nepal.

The Buyer shall have the right to forfeit the PBG/PERFORMANCE BOND in case Seller fails to perform all or any of their obligations under the Contract or supply material short than the contracted quantity as accepted by the receiver M/s KSCL at the final destination in Nepal or if any failure of the product delivered to confirm to the quality parameters as specified in the contract. The validity of the Performance Bank Guarantee (PBG) shall be for **a period of 12 months from the date of issue of LOA.**

Buyer's decision in this regard shall be final and binding on the sellers.

11. PAYMENT TERMS:

Payments shall be made on L/C basis as per below:

- (A) Provisional payment - 80% of payment shall be made after receipt of the cargo at the transit discharge port in India & commencement of discharge of the vessel i.e. on the basis of Accepted NOR of vessel at Indian discharge port and the shipping documents BL, Provisional Invoice, COO, Insurance certificate, Quality Analysis reports, Stowage plan etc. as specified in the contract/LC.
- (B) Final payment of 20% payment shall be made on the basis of quantity & quality of the cargo as accepted & certified at the final destination by the receiver of the cargo i.e. M/s KSCL, Nepal. 100% value of any short quantity (including the 80% provisional payment as per A above) with respect to bill of Lading quantity, not delivered / not accepted by M/s KSCL-Nepal shall be recovered from the final payment or PBG.

Required Custom transit declaration certificate has to be submitted by the supplier for payment.



12. QUANTITY:

- Quantity – Delivered quantity at the final destination/warehouse in Nepal as ascertained and certified by the receiver i.e. M/s. KSCL shall be final & binding.

13. INSPECTION FOR QUALITY AND QUANTITY:

- (a) RCF reserves the right at its option to have the material inspected before shipment with regard to quality and specifications. The Seller shall tender the material for inspection to the agency to be nominated by RCF and shipment shall be effected only after the material is inspected.
- (b) For the purpose of determining quality, the Inspection Agency appointed by RCF may at their discretion draw samples of the material at the loadport as specified in the contract but shall draw samples in all cases in the customary manner during the loading of the vessel with a view to ensure that the material conforms to the contractual specifications. Analysis report should specify the nutrients and other requirements of the contractual specifications. The report shall specify the methods of analysis used, type of sieve used for determination of particle size and also the contract number, the quantity loaded and name of the vessel. A clear inspection note will be released by the Inspection Agency only if they are satisfied that the cargo meets contractual specifications.
- (c) Certificate of Inspection so obtained by the Sellers to the effect that the material is in accordance with the quality specifications laid down in the contract shall accompany the shipping documents.
- (d) Sellers & Buyers/RCF/KSCL at the discharge port will appoint, at their own cost an independent surveyor for conducting joint draft survey & checking the quality of the cargo. This inspection shall include the quality certificate on the quantity, packaging, and labelling as well.
- (e) The quality of the cargo shall be confirming to the specifications/quality parameters as stipulated in the contract during the testing/Inspection carried out at all places viz. loadport, discharge port and the final destination in Nepal.
- (f) The Quantity & Quality of the cargo as ascertained & certified by the Receiver i.e. M/s KSCL on receipt at the respective three warehouses in Nepal shall be final & binding to all parties.

14. REJECTION OF CARGO:

In case the entire cargo is rejected at the loadport or discharge port or after reaching the final destination in Nepal and/or declared unfit for direct application as fertilizer, and/or declared non-standard, as evidenced by the quality report of any govt. appointed laboratory in Nepal or India, the Seller shall refund landed cost of the cargo found unfit immediately on Buyer first demand within 7 days of buyer demand, with value date being the date of initial payment to the seller, failing which penal interest at the rate of 18% p.a. on quarterly rest basis shall be payable up to the date of actual remittance by the Seller.

15. INDIAN AGENTS COMMISSION:

No agency commission to be paid by RCF. However, if any, shall be paid by the suppliers directly including commission payable to foreign controlled companies.

16. CORRESPONDENCE ADDRESS:

GENERAL MANAGER (COMMERCIAL)
RASHTRIYA CHEMICALS & FERTILIZER LIMITED
ADMINISTRATIVE BUILDING, ROOM NO.: 40, GROUND FLOOR,



CHEMBUR, MUMBAI – 400 074, INDIA.

Offers deficient / incomplete / conditional / received late and/or not accompanied by unconditional BID BOND/EMD or not in conformity with tender conditions are liable to be summarily rejected. RCF reserves the right without assigning any reason to accept or reject any offer including the lowest offer. RCF/KSCL is not bound to accept the lowest offer.

17. Offer once made cannot be withdrawn by the party during its validity.

18. DEFAULT:

The supplier must note that timely shipment & delivery of the material is essence of the contract and shall be treated as firm. However, under any circumstances if the supplies get delayed and the supplier fails to effect shipment from loadport or deliver the material to the final destination in Nepal within the time stipulated in the contract (i.e. as per the time lines stipulated in this tender for shipment from loadport & the delivery to final destination of KSCL warehouses at the designated locations in Nepal), the same shall be treated as breach of contract unless specifically extended by buyer in writing. Under such situation, it is agreed that the Buyer shall have the following options to safeguard its interest: -

(a) To accept late shipment (Full or part) with any one of the following conditions:

- (i) To recover as liquidated damages and not by way of penalty/ damages, for the period after the material was due, until actual delivery or until the Buyer secures the material or other material of similar description from other sources, a sum equivalent to **0.5% per week** of the contract value or part thereof subject to **maximum 5%** for the delay in shipment beyond the stipulated period.

OR

- (ii) To accept the supplies (full or part) of the delayed shipments, subject to seller's confirmation of the revised lower prices intimated by the Buyer, based on the prevailing import prices in Nepal, established through subsequent tender(s) by companies in Nepal.

(b) To not accept the late shipment with any one of the following conditions:

- (i) Buyer with notice to seller shall source the delayed quantities (full or part) of the likely similar description of material (readily available in the market) at the sole risk and cost of the seller and claim all the related losses/damages from the seller towards breach of the contract.

OR

- (ii) To cancel the contract or a portion thereof for supply of full or part quantities without any further notice and to forfeit the PBG/Performance Bond submitted for the successful performance of the contract.

(c) In addition to above, Buyer have the right to recover as liquidated damages, for the period after the material was due for delivery at final destinations in Nepal, until actual delivery in Nepal, a sum equivalent to **0.5% per week** of the contract value or part thereof subject to **maximum 5%** for the delay in delivery at Nepal for the undelivered quantity beyond the stipulated period.

(d) Further in addition to (a), (b) & (c) above, the buyer reserves the right to debar the seller from participating in one or more future tenders invited by the Buyer and/or other canalizing agencies in Nepal or India.

However, the buyer reserves the right to invoke the PG bond submitted by the seller for ensuring performance under this contract without assigning any reason/loss/damages or any other situation. The seller shall have no recourse to the PG Bond invocation.

Decision taken by the Buyer in this regard will be conclusive and shall be binding on the Seller.



19. IMPORTANT POINTS FOR CAREFUL CONSIDERATION:

- (a) In case the Principal bidder authorize a local agent to submit the offer/price bid on their behalf, 'Letter of Authority', on Principal foreign company's letter head, duly signed and stamped by the 'Authorized Representative (AR)' of the principal foreign company must be submitted along with the Techno-commercial Bid. In addition to above, Board's Resolution/Letter of Authorization on principal foreign company/firm's letter head duly authorizing the AR should also be submitted.
- (b) Bidders must also indicate the name, designation, telephone (office/residence/ mobile), fax nos. etc. of the person who is authorized to negotiate the business.
- (c) Offers to be made in US\$ Per Metric Tonne (PMT) only. Offers not received in the prescribed format are liable for rejection. Complete set of RCF's tender Document duly signed and stamped on each page as token of your acceptance of all terms and conditions of tender without any deviation.
- (d) Incomplete offers/offers not conforming strictly to specifications as well as to tender conditions prescribed within the tender documents will not be considered /liable to be rejected.
- (e) Offers received with EMD in the form of original bid bond only to be considered. Intimation of advice regarding opening of bid bond will not suffice.
- (f) Schedule of shipment for the contracted quantity will have to be declared within **07** days of award of Contract and L/C shall be established only after receipt of (a) acceptable P.G. Bond, (b) signed contract and (c) nomination of vessel for loading of cargo from the loadport.
- (g) PG Bond to be released by Buyers only after receipt of receipt of final clearance from the receiver of the cargo in Nepal i.e. M/s KSCL.
- (h) The confirmation of the variation in quantity (shortage/excess) at the destinations in Nepal, will be on the basis of the acknowledgment issued by M/s. KSCL in number of bags (branded weight basis). Any variation in invoice quantity and actual delivered quantity will be settled separately via credit/debit note.
- (i) RCF reserves exclusive right to accept bids or not to accept any bids at all, at its sole discretion.
- (j) Fixture of Floating shipments for supply of Urea shall not be accepted.
- (k) Vessels appearing in Sanction List as per OFAC's updated SDN List of US Department of Treasury may not be accepted by RCF for shipment of ordered cargo. Suppliers to accordingly arrange suitable vessels to avoid problems in release of payment.
- (l) In the Bill of Lading (B/L), shipper column must indicate the name of the supplier.
- (m) The supplier shall arrange all necessary documents and will be responsible for clearing of goods at all the custom points in India & Nepal.
- (n) One agent cannot submit a bid on behalf of more than one Principal/OEM in the same tender.
- (o) Suppliers have to furnish certificate of quality, quantity, non- contamination and fit for agriculture use
- (p) The prospective Tenderers having any common partners/Directors/Managing partners, etc., or having any other common criteria shall be considered as Sister/Group/Associates Company. In such cases, only one of them will be eligible for participating in the tender.



- (q) Any financial liability arising out of quarantine/restrictions due to COVID-19 at Discharge Port will to Seller's account.
- (r) With reference to Notification No. F.No. 6/18/2019-PPD dated 23.07.2020 issued by Department of Expenditure, Ministry of Finance, Govt. Of India the following may be noted: -
 - (i) Any bidder from a country which shares a land border with India shall be eligible to bid only if the bidder is registered with Competent Authority as specified in Annexure 1 of the above mentioned notification.
 - (ii) A Copy of registration certificate in respect of (a) above shall be furnished along with bid, failing which the bid shall be rejected.
- (s) Bidders have to give a declaration that the Bidding entity or any of its key Managerial person are not under the SDN list or any other sanctions under UK, EU, OFAC etc.
- (t) A declaration from Bidder that during the shipment they shall ensure that the vessel owner or the chartering party or any of its key Managerial person are not under the SDN list or any other sanctions under UK, EU, OFAC etc.

20. EVALUATION CRITERIA:

The offers received in the tender shall be evaluated based on lowest quoted rates basis (L-1 upwards) i.e. one price quoted in USD PMT by the bidder considering all the charges/cost involved upto delivery of cargo to the three nominated KSCL warehouses in Nepal viz. Birgunj, Biratnagar & Bhairahawa for each fertilizer product.

21. INTEGRITY PACT:

- (a) Signing of Integrity Pact (IP) is mandatory for every bidder participating in this tender. A copy of the IP is enclosed (**Annexure- IV**), which may be deemed to have been signed by RCF. The Bidder(s) and RCF shall be bound by the provisions of IP in case any complaint relating to the tender is found substantiated.
- (b) The IP shall be executed on a plain paper and duly signed on each page by the same signatory who signs the bid document.
- (c) Any bid not accompanied by duly signed IP by the bidder shall be summarily rejected.
- (d) All sub-contractors/associates whose contribution in the tender is above Rs. 5 crores shall sign IP with RCF after the tender is awarded to the successful bidder. All bidders shall inform their sub-contractors/associates accordingly.
- (e) The Independent External Monitors (IEMs) for this tender shall Shri. B Siddhartha Kumar (Email: bsiddharthak66@rediffmail.com), Shri Lt. Gen Raman Dhawan, (Email: romidhawan4@yahoo.com)&Shri M. Akhaya (Email: akhaya61@gmail.com; m_akhaya@yahoo.co.in). All correspondence to IEMs regarding implementation of IP may either be made directly to their e-mail or addressed to: Mr (Name of IEM), IEM, C/o Chairman & Managing Director, RCF Ltd., Priyadarshini Building Eastern Express highway Mumbai-400022. Bidders are requested not to communicate any commercial inquiry to IEM except complaints relating to integrity Pact.

22. JURISDICTION:

The CONTRACT shall be deemed to have been entered into at Mumbai and all causes of action in relation to the CONTRACT will thus be deemed to have arisen only within the jurisdiction of the Mumbai Courts.

23. GOVERNING LAW: The contract shall be constructed and governed by Indian Law.



24. FORCE MAJEURE:

- i. If at any time during the existence of this contract either party is unable to perform in whole or in part any obligation under this contract because of war, hostility, civil commotion, sabotage, quarantine restrictions, acts of God and acts of Government (including but not restricted to prohibition of exports or imports) fires, floods, explosions, epidemics, strikes, embargoes then the date of fulfillment of engagement shall be postponed during the time when such circumstances are operative.
- ii. Any waiver /extension of time in respect of the delivery of any installment or part of the goods shall not be deemed to be waiver/extension of time in respect of the remaining deliveries.
- iii. If operation of such circumstances exceed three months, each party shall have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.
- iv. The party which is unable to fulfill its engagements under the present contract must within 7 (Seven) days of occurrence of any of the causes mentioned in this clause shall inform the other party in writing of the existence or termination of the circumstances preventing performance of the contract. Certificate issued by the Chamber of Commerce in the country of Seller or the Buyer or the country where the Load port is located shall be sufficient proof of existence of the above circumstances and their duration. Non-availability of raw material will not be an excuse to the Seller for not performing their obligation under this contract.
- v. The failure of any party to fulfill any of its obligations shall not be considered to be a breach of, or default under, the Contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objectives of carrying out the terms and conditions of the Contract.

25. DISPUTES/ARBITRATION:

All disputes or differences, whatsoever, arising between the parties out of or relating to the construction meaning and operation or effect of this contract or breach thereof which remains unresolved for a period of more than 30 days from the date of written request from one of the party, the matter shall be referred to the sole arbitrator agreed upon between the parties or failing upon such agreement, to be nominated under the provision of the Arbitration and Conciliation Act, 1996 as amended from time to time.

The decision or award so given by the sole Arbitrator shall be final and binding on the parties. The Venue of the arbitration shall be at Mumbai. The language of the arbitration shall be in English

- 26.** RCF reserves the right to accept or reject any bid including the lowest offer, and/or to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability from the affected bidder or bidders nor shall RCF have any obligation to inform the affected bidder or bidders of the grounds for RCF's action.
- 27.** All applicable policies & governing laws of both the countries i.e. India & Nepal shall be adhered to by the bidder.

(AUTHORISED SIGNATORY)



ANNEXURE-IA

SPECIFICATIONS FOR PRILLED/GRANULAR UREA FERTILISER GRADE

Sr.No.	CHARACTERISTICS	REQUIREMENTS
1.	Physical Condition	Free flowing, white
1.1.	Description	Prilled or Granular
1.2.	Form	
1.3.	Particle Size	
	for Prilled	90 percent of the material shall pass through 2.8 mm IS sieve and not less than 80 percent by weight shall be retained on 1 mm IS sieve
	for Granular	Not less than 90 percent of the material shall pass through 4 mm IS sieve and be retained on 2 mm IS sieve. Not more than 5 percent shall below 2 mm IS sieve
2	Chemical Composition	
2.1	Moisture percent by weight, Maximum	1%
2.2	Total Nitrogen percent by weight, minimum	46%
2.3	Biuret Percent by weight, Maximum	1.5%
3.	Packing:	Bagged 50 Kg Net Weight



ANNEXURE-IB

SPECIFICATIONS FOR DAP (FERTILISER GRADE)

Sr.NO.	CHARACTERISTICS	REQUIREMENTS
1.	Physical Condition:	
1.1.	Description	Free flowing, Granules
1.2.	Practical Size	90 % of the material shall pass through a 4 mm IS sieve and shall be retained on 1 mm IS sieve. Not more than 5 % shall be below 1 mm size
2	Chemical Composition:	
2.1	Total Nitrogen percent by weight, minimum	18.0%
2.2	Ammonical Nitrogen form, Percent by weight, Minimum	15.5%
2.3	Total Nitrogen in the form of Urea percent by weight, Maximum	2.5%
2.4	Water soluble phosphates (as P ₂ O ₅) percent by weight, minimum	41.0%
2.5	Neutral Ammonium Citrate soluble phosphates (as P ₂ O ₅) percent by weight, minimum	46.0 %
2.6	Moisture percent by weight, Maximum	2.5%
3	Packing:	Bagged 50 Kg Net Weight



ANNEXURE A

FORMAT FOR PROCESS COMPLAINE

Process Compliance Form

(Tenderers are required to print this on their company's letterhead and sign, stamp before uploading in Packet-1)

To,
M/s. RCF Ltd.
Attention:

Sub: Acceptance to the Process related Terms and Conditions for the e-Tendering.

Dear Sir/Madam,

This has reference to the Terms & Conditions for e-Tendering mentioned in the NIT No. RCF/FERTILIZER/NEPAL/2026-27/1

We hereby confirm the following –

- 1) The undersigned is authorized representative of the company.
- 2) We have carefully gone through the NIT, Tender Documents and the Rules governing the e-tendering and this document.
- 3) We will honor the Bid submitted by us during the e-tendering.
- 4) We give undertaking that if any mistake occurs while submitting the bid from our side, we will honor the same.
- 5) We are aware that if RCF has to carry out e-tender again due to our mistake, RCF has the right to disqualify us for this tender.
- 6) We confirm that RCF shall not be liable & responsible in any manner whatsoever for my/our failure to access & submit offer on the e-tendering sites due to loss of internet connectivity, electricity failure, virus attack, problems with the PC, digital signature certificate or any other unforeseen circumstances etc.
- 7) We agree and confirm that we have read, understood and accept the Special Instructions to the contractors / bidders for the e-submission of the bids online through this e-Procurement portal of CPPP as displayed under Help for Contractors.
- 8) We do authorize RCF, Ltd for seeking information/clarification from our/my bankers having reference in this bid.
- 9) We hereby confirm that if any of the documents submitted by us are not as per the tender documents, then the bid shall be rejected.

With regards

Signature with company seal

Name –

Designation within Company / Organization –

Company / Organization –

E-mail Id:

Tel no:

Mobile no.:



ANNEXURE-II

Debarment of firms from Bidding (Holiday/De-listing/Black-listing)

1. Debarment is classified under following two types:

(i) In cases where debarment is proposed to be limited to only RCF, the appropriate Orders can be issued by RCF, thereby banning all its business dealing with the debarred firm.

(ii) Where it is proposed to extend the debarment beyond the jurisdiction of RCF i.e., covering to all central Ministries/ Departments, the requisite Orders shall be issued by Department of Expenditure (DoE), Ministry of Finance (MoF).

Definitions

2. Firm: The term 'firm' or 'bidder' has the same meaning for the purpose of these Guidelines, which includes an individual or person, a company, a cooperative society, a Hindu undivided family and an association or body of persons, whether incorporated or not, engaged in trade or business.

3. Allied firm: All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:

- a. Whether the management is common;
- b. Majority interest in the management is held by the partners or directors of banned/ suspended firm;
- c. Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice.
- d. Directly or indirectly controls, or is controlled by or is under common control with another bidder.
- e. All successor firms will also be considered as allied firms.

4. The terms "banning of firm", 'suspension', 'Black-Listing' etc. convey the same meaning as of "Debarment".

Debarment by RCF, limited to only RCF-

5. Orders for Debarment of a firm(s) shall be passed by RCF, keeping in view of the following:

a. A bidder or any of its successors may be debarred from participating in any procurement process for a period not exceeding two years.

b. Firms will be debarred if it is determined that the bidder has breached the code of integrity as per Rule 175 of GFRs 2017 given below-

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

(i) prohibition of

(a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.

(b) any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

(c) any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.



- (d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
- (e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
- (f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- (g) obstruction of any investigation or auditing of a procurement process.
- (h) making false declaration or providing false information for participation in a tender process or to secure a contract;
- (ii) disclosure of conflict of interest.
- (iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.

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

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

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

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

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

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

A bidder shall be debarred if he has been convicted of an offence— (a) under the Prevention of Corruption Act, 1988; or (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract. (A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Debarment of commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.

A procuring entity may debar a bidder or any of its successors, from participating in any procurement process



undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/Department will maintain such list which will also be displayed on their website. The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

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

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

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

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

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

Revocation of Orders

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

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

Other Provisions (common to both types of debarments)

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

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

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

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

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

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

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



ANNEXURE- III A

TECHNO COMMERCIAL BID-COVERING LETTER FORMAT

(on Bidders letter- head)

To,
RASHTRIYA CHEMICALS & FERTILIZER LIMITED
ADMINISTRATIVE BUILDING,
GROUND FLOOR,
CHEMBUR, MUMBAI – 400 074, INDIA

SUBJECT- SUBMISSION OF BID AGAINST TENDER NO.- RCF/FERTILIZER/NEPAL/2026-27/1 DATED 11- MAY 2026

Dear Sir,

With reference to the above mentioned tender No. **RCF/FERTILIZER/NEPAL/2026-27/1 Dated 11- MAY-2026** we here by forward the following documents for your consideration: -

1. Original Bid Bond as per RCF's format at **Annexure-V** (Considering Plus Tolerance)
2. Demand Draft (No.) of Rs. 10,000/- plus GST (in favour of Rashtriya Chemicals and Fertilizers Ltd., Mumbai and payable at Mumbai) towards Tender Document fee OR Documentary evidence for having remitted the tender fee by telegraphic transfer.
3. Documentary evidence to be furnished for supply of **Fertilizer** into India (B/L, Invoice, etc.)
4. Latest Bank reference report.
5. Copy of their agreement with the Producer OR Support letter from Producer.
6. Duly filled in Techno- Commercial Bid Format on Bidders letter head as per **Annexure III-B**.
7. Letter of Authority in favour of local agents on principal foreign company's letter head, duly signed and stamped by the 'Authorized Representative (AR)' of the principal foreign company, including attestation of local agent's signatures by the Principals.
8. Board's Resolution/Letter of Authorization on principal foreign company/firm's letter-head duly authorizing the AR.
9. Complete set of RCF's Tender Document duly signed by bidder as a token of your acceptance of all terms and conditions of tender without any deviation.
10. Integrity Pact as per **Annexure-IV** on plain paper duly signed and stamped by Authorized person of the Bidder and their witness.
11. We certify that we would adhere to Fraud Prevention Policy of RCF and not indulge or allow anybody else working in the Company to indulge in fraudulent activities and would immediately apprise the Company of the fraud/suspected fraud as soon as it comes to our notice. In case of failure to do so, the Company may debar them for future transactions.
12. We have carefully gone through all the terms and conditions of the tender documents and hereby agree to abide by the same without any condition/deviation.

Thanking you,

Yours faithfully

Encl: a/a

(Authorized Signatory)



ANNEXURE – III B

TECHNO-COMMERCIAL BID FORMAT

(on Bidder's letter-head)

(RCF's Tender No. **RCF/FERTILIZER/NEPAL/2026-27/1 Dated 11-MAY-2026**)

Offer Ref. No.

Date:

1	Name of Bidder : Address : Contact Person Name Telephone No:..... Fax No. Mobile No. E-mail ID:	
2	Name of the authorized Local agent: Address : Contact Person Name: Telephone No: Fax No. Mobile No. E-mail ID:	
3	Letter of Authority on principal foreign company's letter head, duly signed and stamped by the Authorized Representative (AR) of the principal foreign company in favour of local agent.	☐ YES ☐ NO
4	Board's Resolution/Letter of Authorization on principal foreign company/firm's letter head duly authorizing the AR FURNISHED	☐ YES ☐ NO
5.	Product offered : Urea : 30,000 MT +/-2%	☐ YES ☐ NO
	Product offered : DAP : 20,000 MT +/-2%	☐ YES ☐ NO
6.	Country of Origin for Urea :	
	Country of Origin for DAP:	
7.	Validity of Offer: Upto 2000 Hrs. IST on 21-JUNE-2026 (As per NIT)	☐ YES ☐ NO
8.	The Shipment of cargo from the designated loadport shall be effected within 30 days from date of Purchase order. Schedule of deliveries at the respective KSCL warehouses in Nepal viz. Birgunj, Biratnagar & Bhairahawa (after receipt of cargo at Indian transit discharge port, Packaging, transportation to Nepal etc.) shall be completed within 50 days from the date of NOR of the vessel at the Indian transit discharge port (As per NIT).	☐ YES ☐ NO
9.	Earnest Money Deposited (to be attached in original)	☐ YES ☐ NO



10.	Signed and stamped Integrity Pact is enclosed	☐ YES ☐ NO
11.	Complete specifications of the material offered	☐ SUBMITTED ☐ NOT SUBMITTED
12.	Certificate issued by Manufacturer confirming to supply the goods as per the specification and quantity as mentioned in the tender document.	☐ SUBMITTED ☐ NOT SUBMITTED
13.	Certificate issued by the government approved testing laboratories that the fertilizer to be supplied under this tender is fit for agricultural use.	☐ SUBMITTED ☐ NOT SUBMITTED
14.	Deviations from tender Terms, if any* :	
	* Offers with deviations are liable to be rejected at sole discretion of RCF	

We have carefully gone through all the terms and conditions of the tender documents and hereby agree to abide by the same without any condition/deviation.

Place

Name & Signature of the Bidder
with Seal of Designation.

Date:



ANNEXURE- IV

INTEGRITY PACT

Rashtriya Chemicals and Fertilizers Limited (RCF) has issued

NIT No. **RCF/FERTILIZER/NEPAL/2026-27/1 dated 11th MAY 2026** inviting bids for PURCHASE OF UREA and DAP FERTILIZER GRADE

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.

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

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



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:
- 3.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the RCF, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract, which he/she is not legally entitled to, in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 3.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of RCF, which he/she is not legally entitled to, or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with RCF for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with RCF.
- 3.4 Bidders(s)/Contractor(s) of foreign origin shall disclose the name(s) and address(es) of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name(s) and address(es) of foreign principals, associates, agents and distributors, advisors, representatives and sub-contractors.
- 3.5 "In case of Joint Venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the principal contractor shall be solely responsible for the adherence to the provision of IP by the sub-contractor(s)."
- 3.6 BIDDER shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/ contract.
- 3.7 The BIDDER further confirms and declares to RCF that he has not engaged any individual or firm or company, whether Indian or foreign, to intercede, facilitate or in any way to recommend to RCF or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or Company in respect of any such intercession, facilitation or recommendation.

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

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



- 3.8 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose complete details of any payments made, is committed to or intends to make to any officials of RCF or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.9 The BIDDER will not collude with other parties, interested in the contract, to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract. Bidder further undertakes, not to enter into any undisclosed agreement or understanding with other bidders with respect to prices, specifications, certifications, subsidiary contracts etc., in connection with this bid/ contract.
- Representation of Clean Record: Bidders declare and affirm that they have not been/ are involved in any act of fraud, corruption, bribery, collusion, or any other unethical or illegal activity related to public or private contracts, either domestically or internationally, in the past three years reckoned from date of bid submission and/or up to the date of entering into this Integrity Pact and/ or during the subsistence of the Integrity Pact.
- Continued Reporting: Bidders further agree to promptly report any suspected or known instances of fraud, corruption, bribery, collusion, or any other unethical or illegal activities related to any contract with any organization or entity.
- 3.10 The BIDDER shall not use improperly, for purposes of completion or personal gain, or pass on to others, any information provided by RCF as part of the business relationship, such as plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to ensure that no information is divulged to others.
- 3.11 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.12 The BIDDER commits to refrain from giving any complaint in connection with the Project, directly or through any other manner, without supporting it with full and verifiable facts.
- 3.13 The BIDDER shall not instigate or cause to instigate any third party to commit any of the actions afore-stated.
- 3.14 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the employees of RCF, or, if any relative of an employee of RCF has financial interest/stake in the BIDDER, the same shall be disclosed by the BIDDER at the time of filing the tender. The term 'relative' for this purpose would be as defined in Companies Act, 1956 or any modifications thereof.
- 3.15 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of RCF.
- 3.16 The BIDDER have not and will not sell the same material/ equipment at prices lower than the offered prices for refereed tender (as part of Fall Clause, applicable to Proprietary/PAC buying and Rate Contracts only, as per Manual of Procurement of Goods, issued by CVC dt. 01/07/2022). The BIDDER undertakes/commits to refund/ reimburse the excess amount to BUYER, if it comes to notice that it has supplied the material/equipment at a lower price to any other Governments, public sector or private organisations.
- 3.17 Commitment to Ethical Practices: Bidders commit to maintaining the highest ethical standards throughout the course of this contract. Any breach of this commitment shall be subject to applicable legal actions, as well as reputational damage.

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

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



4. Transgression Clause:

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

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

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

4.2 Disclosure of Transgressions:

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

5. Sanctions for violations:

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

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. If the RCF has disqualified the bidder(s) from the tender process prior to the award of contract, RCF is entitled to demand and recover the damages equivalent to the Earnest Money Deposit/ Bid Security.

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

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

- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by RCF, together with interest thereon at 2% higher than the prevailing Lending Rate of State Bank of India or at 2% higher than LIBOR as may be applicable based on whether the bidder is an Indian party or a foreign party. If any outstanding payment is due to the BIDDER from RCF in connection with any other contract for any other Project/Work/ Supply, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by RCF, along with interest.
- vi. To terminate all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to RCF resulting from such termination and RCF shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

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

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



- vii. To debar/blacklist the BIDDER from participating in future bidding processes of RCF for a minimum period of five years, which may be further extended at the discretion of RCF.
 - viii. To recover all sums paid, in violation of this Pact by BIDDER to any middleman or agent or broker, with a view to securing the contract.
 - ix. In case where irrevocable Letters of Credit have been opened in respect of any contract signed by RCF with the BIDDER, the same shall not be operated.
 - x. Forfeiture of Performance Bond in case of a decision by RCF to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
 - xi. Consequences of Non-Disclosure: In the event that Bidders fail to disclose any relevant past instances of fraud, corruption, bribery, collusion, or any other unethical or illegal activities within the stipulated timeframe, it shall be considered a material breach of this Integrity Pact. RCF reserves the right to invoke disqualification of the bidders and exclusion from future business dealings and take such actions, as per the existing provisions of GFR, 2017, Prevention of Corruption Act, 1988 and other Financials Rules/Guidelines etc. as may be applicable to RCF against the Bidders, as deemed appropriate.
- 5.2 RCF will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (xi) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (Whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988, provisions of GFR, 2017 or any other statute enacted for prevention of corruption.
- 5.3 The decision of RCF to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the Bidder can approach the Independent Monitor appointed for the purposes of this Pact, if they want to represent against the decision of RCF.

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 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
2. Shri Lt. Gen Raman Dhawan,
Flat No. IE-402, AWHO Township, Gurjinder Vihar, Pocket-5,
Sector-Chi 1, Greater Noida, Dist. Gautam Budh Nagar,
Uttar Pradesh – 201315. Email: romidhawan4@yahoo.com
3. Shri M. Akhaya,
Quarter No. A-14, VIP Colony, Nayapalli, Bhubaneswar,
Odisha – 751015. Email: akhaya61@gmail.com; m_akhaya@yahoo.co.in

(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.)

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

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



- 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.

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.

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

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



9. Other Legal Actions:

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

10. Validity:

- 10.1 The validity of this Integrity Pact shall be from date of signing of this Pact and extend up to two years from the date of last payment under the contract. In case BIDDER is not awarded Contract/Purchase Order, this Integrity Pact shall expire after twelve months from the date of issue of the NIT.
- 10.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

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

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



ANNEXURE-V

BID BOND PROFORMA (EMD in BG form) (To Be Submitted On Rs.500/- Non-Judicial Stamp Paper)

Bank Guarantee No: -----

Dated. -----

M/s Rashtriya Chemicals and Fertilizers Ltd,

-----,

Dear Sirs,

This Guarantee is made and issued on this day _____ by _____, a Banking Company incorporated under Banking Regulation Act, having its registered office at _____ (herein after called BANK which expression shall unless repugnant to the context or contrary to the meaning thereof include its successors and assignees) in favour of Rashtriya Chemicals and Fertilizers Limited, a Company incorporated under the Companies Act and having its registered office at "Priyadarshini", Eastern Express Highway, Sion, Mumbai – 400 022 (hereinafter called "RCF" which expression shall unless repugnant to the context or contrary to the meaning, thereof, include its successor and assignees).

WHEREAS the RCF issued a Notice Inviting Tenders (NIT) No.: ----- dated-----, inviting offers for supply/undertake ----- project (hereinafter referred to as the Material/Project) and, in response thereto, M/s ----- a Company incorporated in ----- having its registered office at ----- (hereinafter called "BIDDER") offered to supply Material/undertake the Project.

AND WHEREAS the NIT provides inter-alia, that a BID BOND for an amount of US\$ _____ (US Dollar _____ only) shall be submitted to the Owner in India by the Bidders along with their respective bids, and that if such bidder withdraws his bid at any time before the execution of the contract between RCF and the successful Bidder on or before _____ or changes the terms and conditions of the bid without RCF's consent, or if a Bidder on becoming the successful bidder, fails to or refuses to execute a contract and/or to furnish a performance bond to RCF after the issue of a Letter of Intent to him, then the security delivered on this bid bond shall thereupon be due and owing to RCF as liquidated damages.

1. In consideration of BIDDER's bid submitted to RCF for supplying Material / undertaking Project, we ----- bank hereby agree to pay the RCF an amount not exceeding US\$ _____ (US Dollar ----- only) on demand if the BIDDER:

(a) withdraws his proposal at any time before the execution of contract, in accordance with the Bid Invitation / NIT between RCF and the successful Bidder on or before _____, or

(b) changes the terms and conditions of the bid submitted by him without RCF's consent, or

(c) on RCF deciding the BIDDER as successful bidder and thereupon issuing Letter of Intent to the BIDDER by RCF, the BIDDER (as the successful bidder) fails or refuses to execute a contract and / or furnish a Bank Guarantee as security deposit and performance guarantee for the faithful performance of the contract, in accordance with the terms and conditions of NIT.

2. The BANK declare that it is holding the amount of US\$ _____ (US Dollar ----- only) at RCF's disposal and hereby promises and shall be bound to pay to RCF, forthwith and without demur, on a mere



demand made in writing by RCF, stating that the BIDDER has failed to fulfil one of the conditions mentioned in (a) or (b) or (c), of clause 1 hereinabove.

3. This Guarantee shall be valid in respect of the claim lodged by RCF with BANK on or before _____ or any further extended date of the Bank Guarantee.

4. We, _____ (bank) undertake to pay RCF the money so demanded forthwith, notwithstanding any dispute(s) raised by in any suit or proceedings pending before any court or tribunal relating thereto, our liability under these presents being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability for payment there under and that RCF shall have no claim whatsoever against us for making such payment.

5. The claim, if any, under this Guarantee shall be lodged at (bank-branch and address) -----.

6. The BANK hereby agrees that the Courts in Mumbai shall have exclusive jurisdiction in any matter of dispute between RCF and the BANK and that all the future correspondence in regard to this bank guarantee shall be addressed to Chief Finance Manager, Rashtriya Chemicals and Fertilizers Limited Administrative Building, Mahul Road, Chembur, Mumbai 400 074. INDIA.

7. This Guarantee shall be in addition to and shall not in any way be prejudiced and affected by any other security now or hereafter held by RCF for all or any part of the moneys herein mentioned.

8. 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.

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:

N.B. Bid Bond to be furnished in US Dollars only. Bid Bond in Indian Rupees will not be accepted.



ANNEXURE-VI

PERFORMANCE GUARANTEE BOND

(To be submitted on **Rs. 500/-** non judicial stamp paper)

Bank Guarantee No.: _____

Dated _____

M/s Rashtriya Chemicals & Fertilizers Ltd,

.....,
.....
.....

Dear Sirs,

In consideration of M/s Rashtriya Chemicals and Fertilizers Limited, [hereinafter referred to as '**RCF**', which expression unless repugnant to the context and meaning thereof shall include its successors and assigns], having agreed to exempt, M/s _____ having its registered/principal office at _____ [hereinafter referred to as '**Supplier / Contractor**' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns], from depositing with **RCF** a sum of US\$. _____ towards security / performance guarantee in lieu of the said **Supplier / Contractor** having agreed to furnish an irrevocable bank guarantee for the said sum of US\$ _____ as required under the terms and conditions of Contract / Work Order / Purchase Order No.: _____ dated _____ [hereinafter referred as the '**Order**'] placed by **RCF** on the said supplier/contractor, we, _____ [hereinafter referred to as '**the Bank**' which expression shall include its successors and assigns] do hereby undertake to pay **RCF** an amount not exceeding US\$ _____ [US Dollar _____] on demand made by **RCF** on us due to a breach committed by the said **Supplier / Contractor** of the terms and conditions of the **Order**.

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

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

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

4. We _____ **the Bank** further agree that **RCF** shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of



the **Order** or to extend time of performance by the said **Supplier / Contractor** from time to time or to postpone, for any time or from time to time, any of the powers exercisable by the **RCF** against the said **Supplier / Contractor** and to forbear or enforce any of the terms and conditions relating to the **Order** and shall not be relieved from our liability by reason of any such variation or extension being granted to the said **Supplier / Contractor** or for any forbearance, act or omission on the part of **RCF** or any indulgence by **RCF** to the **Supplier / Contractor** or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

5. In order to give full effect to this guarantee, RCF will be entitled to act as if the BANK were the principal debtor and the BANK hereby waives all rights of surety ship. The validity of the Performance Bank Guarantee (PBG) shall be for **a period of 12 months** from the date of issue of LOI

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

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

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

9. The BANK hereby agrees that the Courts in Mumbai shall have exclusive jurisdiction in any matter of dispute between RCF and the Bank and the **Bank** hereby agrees to address all the future correspondence in regard to this bank guarantee to Chief Finance Manager, Rashtriya Chemicals and Fertilizers Limited, Administrative Building, Mahul Road, Chembur, Mumbai 400 074. INDIA.

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

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

SIGNED AND DELIVERED ON THIS _____ DAY OF _____

Yours faithfully,

For and on behalf of _____. (bank)

Signature of 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:

N.B. Conditional PBG will not be accepted.

PBG to be furnished in US\$ (US DOLLARS) only.



ANNEXURE-VII

APPROVED LIST OF BANKERS FOR EMD/ BID BOND AND PGB

A) NATIONALISED BANKS: 1. State Bank of India 2. Allahabad Bank 3. Andhra Bank, 4. Bank of Baroda, 5. Bank of India, 6. Bank of Maharashtra, 7. Canara Bank 8. Central Bank of India, 9. Corporation Bank, 10. Dena Bank,	11. Indian Bank, 12. Indian Overseas Bank, 13. Oriental Bank of Commerce 14. Punjab & Sind Bank, 15. Punjab National Bank, 16. Syndicate Bank, 17. UCO Bank, 18. Union Bank of India, 19. United Bank of India, 20. Vijaya Bank.
B) OTHER PRIVATE BANKS: 1. Axis Bank 2. Catholic Syrian Bank Ltd 3. City Union Bank Ltd 4. Federal Bank Ltd. 5. HDFC Bank Ltd. 6. ICICI Bank Ltd. 7. IDBI Bank Ltd. 8. IndusInd Bank Ltd.	9. IDFC Bank Ltd. 10. Jammu & Kashmir Bank Ltd. 11. Karnataka Bank Ltd. 12. Karur Vysya Bank Ltd. 13. Kotak Mahindra Bank Ltd. 14. RBL Bank Ltd. 15. South Indian Bank Ltd., 16. Tamilnad Merchantile Bank Ltd., 17. YES Bank
C) FOREIGN BANKS: 1. American Express Bank Ltd, 2. Bank of American National Trust & Saving Association 3. Bank of Tokyo – Mitsubishi UFJ Ltd, 4. Barclays Bank PLC 5. BNP Paribas 6. Calyon Bank 7. Citibank N.A.	8. Deutsche Bank, 9. Development Bank of Singapore (DBS) 10. Hong Kong & Shanghai Banking Corporation Ltd 11. JP Morgan Chase Bank, 12. Royal Bank of Scotland 13. Standard Chartered Bank, 14. Bank of America 15. Emirates Bank NBD 16. Shinhan Bank