



**RASHTRIYA CHEMICALS & FERTILIZERS LIMITED**  
(A Government of India Undertaking)  
ADMINISTRATIVE BUILDING, CHEMBUR, MUMBAI 400 074. MAHARASHTRA, INDIA  
CIN : L24110MH1978GOI020185

**GLOBAL TENDER FOR PROCUREMENT OF PRILLED/GRANULAR  
UREA (BULK) FERTILIZER GRADE**

**TENDER NO. : RCF/UREA/IMP/2019-20/1      DATED: 6<sup>th</sup> November 2019**

**Important Dates**

Last Date & Time of Submission of e-Tender : **14-NOV-2019 up to 1100 hrs. IST**

Date & Time of Opening of e-Tenders : **14-NOV-2019 at 1130 hrs. IST**

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

**Contacts in case of query related to Tender submission procedure:**

- 1) RCF Helpline Number: 022-25522760 (10.00 a.m. to 5.00 p.m.)
- 2) Mr. Naresh Sharma (Tel: +91 22 2552 2958), e-mail: [nareshsharma@rcfld.com](mailto:nareshsharma@rcfld.com)
- 3) Mr. Sanjay Bharambe (Tel: +91 22 2552 2242), e-mail: [sanjaybharambe@rcfld.com](mailto:sanjaybharambe@rcfld.com)
- 4) Mr. Mahesh Padghan (Tel:+91 22 2552 2325), e-mail: [mypadghan@rcfld.com](mailto:mypadghan@rcfld.com)
- 5) Mr. Srijesh Menon (Tel:+91 22 2552 2753), e-mail: [ssmenon@rcfld.com](mailto:ssmenon@rcfld.com)

**NOTE - ANY CHANGE IN NIT / EXTENSION IN DUE DATE WILL APPEAR IN WEBSITES:**

[www.rcfld.com](http://www.rcfld.com) / <https://eprocure.gov.in/eprocure/app>

<b>TENDER DOCUMENT</b>		
<b><u>THIS TENDER DOCUMENT CONTAINS:</u></b>		
<b>SR. NO.</b>	<b>DOCUMENTS</b>	<b>ITEM DETAILS</b>
<b>1</b>	<b>NIT</b>	TENDER DOCUMENT
<b>2</b>	<b>ANNEXURE-A</b>	PROCESS COMPLIANCE
<b>3</b>	<b>ANNEXURE-I</b>	SPECIFICATIONS FOR PRILLED/GRANULAR UREA (BULK) FERTILISER GRADE
<b>4</b>	<b>ANNEXURE-II</b>	SCALE OF PENALTIES / DAMAGES
<b>5</b>	<b>ANNEXURE-IIIA</b>	TECHNO COMMERCIAL BID-COVERING LETTER FORMAT
<b>6</b>	<b>ANNEXURE-IIIB</b>	TECHNO-COMMERCIAL BID FORMAT
<b>7</b>	<b>ANNEXURE-IV</b>	PRE-CONTRACT INTEGRITY PACT
<b>8</b>	<b>ANNEXURE-V</b>	BID BOND PROFORMA
<b>9</b>	<b>ANNEXURE-VI</b>	PROFORMA FOR PERFORMANCE GUARANTEE BOND
<b>10</b>	<b>ANNEXURE-VII</b>	GENERAL SHIPMENT TERMS IN RESPECT OF FOBT CONTRACTS
<b>11</b>	<b>ANNEXURE-VIII</b>	GENERAL SHIPMENT TERMS IN RESPECT OF CFR FO CONTRACTS
<b>12</b>	<b>ANNEXURE-IX</b>	FORMAT FOR LETTER OF AUTHORITY
<b>13</b>	<b>ANNEXURE-X</b>	DISCHARGE RATE FOR DIFFERENT INDIAN PORTS
<b>14</b>	<b>ANNEXURE-XI</b>	QUANTITIES OF UREA BEING OFFERED FOR SHIPMENT FROM LOAD PORTS
<b>15</b>	<b>ANNEXURE-XII</b>	APPROVED LIST OF BANKERS FOR EMD/ BID BOND AND PGB
<b>16</b>	<b>ANNEXURE-XIII</b>	DRAFT CONTRACT FOR IMPORT OF PRILLED/GRANULAR UREA (BULK) FERTILISER GRADE
<b>17</b>	<b>ANNEXURE-XIV</b>	PROFORMA FOR LETTER OF CREDIT
<b>18</b>	<b>ANNEXURE-XV</b>	DISCIPLINARY MEASURES

## **TENDER FOR PURCHASE OF PRILLED/GRANULAR UREA (BULK) FERTILIZER GRADE**

**Tender No. : RCF/UREA/IMP/2019-20/1 Dated 06-NOV-2019**

### **Notice Inviting Tender for Purchase of Urea (Fertilizer Grade) 46% Nitrogen minimum**

- I. RCF invites sealed offers on Company's letter head of bidders for purchase of Prilled/Granular Urea (Fertilizer Grade) 46% Nitrogen minimum, in bulk, both on FOBT and CFR FO basis at one/two safe berths, one safe Indian port for shipment from Load ports **latest by 30-DEC-2019**. Bids which are received only on CFR FO basis shall not be considered for evaluation and rejected, in case FOB option and rates are not simultaneously quoted by the bidder. RCF reserves the right to accept bids either on FOBT basis or CFR FO basis or not to accept any bid at all.
- II. The Tender document can be downloaded from RCF's websites i.e. [www.rcfltd.com](http://www.rcfltd.com) or [www.eprocure.gov.in](http://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](http://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 , Raw material Purchase Dept. Room No. 20 / 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. The offers in the prescribed format should be submitted by **1100 Hours IST on 14-NOV-2019**. Bid bonds should be kept valid up to **20-JAN-2020**.
- IV. Demand Draft of Rs. 10,000/- plus GST applicable (In favour 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.
- 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:
  - a. 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.
  - b. Complete specifications of the material offered
  - c. Undertaking for country of Origin of product offered.
  - d. Tender document submission fees – scanned copy of Demand draft or RTGS payment slip.
  - e. Letter of Authority in favour of local agents (as per **Annexure-IX**) on Principal foreign company's letter head, duly signed and stamped by the 'Authorised Representative (AR)' of the Principal foreign company, including attestation of local agent's signatures by the Principals.
  - f. Board's Resolution/Letter of Authorisation on Principal foreign company/firm's letter head duly authorising the AR.
3. **Packet 3:** Scanned copy of dully filled "Technical Cum Commercial Bid" on bidders 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. However, **while submitting e-bid on CPP website bidder to specify the EMD amount of Rs. 1,00,000 (Rupees One lakh) as shown against EMD details field of e-tender which is only an indicative amount to meet the system requirement of e-tender.** 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 :** Details of quantities being offered and country of origin as per **Annexure-XI**.
7. **Packet 7: Pre-qualification Documents for New Bidders (Refer Clause no. 5.00 of NIT) :**
  - Documentary evidence to be furnished for supply of Urea into India (B/L, Invoice, etc) (For Category II suppliers)
  - Latest Bank reference report (For Category II & III suppliers)
  - Credit Rating Report (Category III suppliers).
8. **Packet 8 :**
  - A declaration from the bidder on their letterhead that they are not blacklisted or put on holiday by STEs.
  - 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.

**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, FOB price and Freight. 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 it's 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 RCF Helpdesk Number-022-25522760 or contacts 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
  - (i) **FOB Price:** Kindly put the 'FOB Price at sight in US\$ PMT' against each item. Blank field/cell will be considered as a 'regret' for that item.
  - (ii) **Freight Charges:** Kindly put the 'Freight charges upto discharge port in US\$ PMT' against each item. In case, the bidder offers only FOB price and not entered freight charges in BOQ, then the offer will be consider on FOB basis only.
- VIII. The offer should be submitted latest by **1100 HRS IST of 14-NOV-2019** and the offer must be kept valid for acceptance upto to **2000 hrs IST of 21-NOV-2019** failing which offer will be summarily rejected. Bid Bond should be kept valid for a period of two months from the last date of validity of offer i.e up to **20-JAN- 2020**.
- 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. Marine Insurance shall be arranged by RCF or its Receivers. Premium paid, if any, for Overage vessel will be to the account of supplier.
- XI. 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.
- XII. The implementation of Integrity Pact under this tender shall be monitored by Independent External Monitors (IEMs) appointed by RCF for this purpose, namely, Mr. R.K. Singh whose contact details are provided at Serial No. 22 of Tender document.

**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,

**This has reference to the Terms & Conditions for e-Tendering mentioned in the NIT No. RCF/UREA/IMP/2019-20/1**

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.:

## **TENDER FOR PURCHASE OF PRILLED/GRANULAR UREA (BULK) FERTILISER GRADE**

**Tender No. : RCF/UREA/IMP/2019-20/1 Dated 06-NOV-2019**

<b>Tender Issue Date</b>		<b>06-NOV-2019</b>
<b>Tender Closing Time/Date</b>	<b>1100 hrs. (IST)</b>	<b>on 14-NOV-2019</b>
<b>Tender Opening Time/Date (Techno-Commercial Bids)</b>	<b>1130 hrs. (IST)</b>	<b>on 14-NOV-2019</b>
<b>Tender Opening Time/Date (Price Bids of qualifying bidders)</b>	<b>Shall be intimated separately</b>	

RCF invites offers in Two Bid System for import of Urea Fertilizer Grade, both on FOBT and CFR FO basis for shipment from Load ports by **30-DEC-2019** under Govt. Account. Bids which are received only on CFR FO basis shall not be considered for evaluation and rejected, in case FOB option and rates are not simultaneously quoted by the bidder.

Detailed tender terms and conditions are as under.

### **1. ITEM/SPECIFICATIONS:**

Urea Fertilizer Grade (in bulk) as per specifications given in **Annexure-I**. Acceptable deviations with scale of penalties are given in **Annexure-II**.

### **2. DELIVERY SCHEDULE:**

- Schedule of deliveries for Shipment from Load ports latest by **30-DEC-2019**.
- In case of multiple Bills of lading for one vessel, the date of Bill of lading issued in the last shall be treated as shipment date for the total cargo loaded in that vessel.

Timely Shipment is the essence of the contract and shall be treated as firm. Any delay in effecting contracted shipments will render sellers liable for breach of contract and shall be dealt as per serial No. 18 below i.e. Default.

### **3. PACKING :Loose in bulk.**

### **4. VALIDITY:**

Offers should be valid for acceptance up to **2000 hours IST on 21-NOV-2019**.

## 5. PRE-QUALIFICATION CRITERIA:

Category I	All producers whose names are appearing in the IFA Publication "Survey of Urea Capacities 1995" or any updated edition of same and submitting bids directly or through their authorized representatives/ agents in India and offering their own produce.
Category II	Accredited suppliers who have successfully supplied to India for at least two years in the last five years. Year-wise details of Urea supplied to India in the last five years namely Name of buyer, quantity supplied, period of supply etc. to be furnished alongwith Documentary evidence for supply of Urea into India (BL/Invoice, etc).  They shall also submit a latest Bank reference report.
Category III	All other bidders not covered under Category I & II above. i. A latest Bank reference report. ii. Credit rating report from any of the following International Credit Agencies :- ➤ Dun & Bradstreet ➤ Moody's ➤ Standard And Poor The report shall not be more than six months old in case of new supplier. In respect of supplier(s) who have supplied Urea under Government account to STEs, the report shall be not be older than one year from the date of the bid submission (Documentary evidence such as BL/Invoice etc. to be submitted for the same). Credit rating has to be minimum satisfactory or equivalent.

## 6. BID BOND/EARNEST MONEYDEPOSIT:

Bidders whether producers, accredited suppliers and other suppliers including traders with sole selling rights from the producers/trader(s) 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) to be furnished are as per following scale:-

		BID AMOUNT (In US\$)
Category I <b>"Producers"</b>	All producers whose names are appearing in the IFA Publication "Survey of Urea Capacities 1995" or any updated edition of same and submitting bids directly or through their authorized representatives/ agents in India and offering their own produce.	NIL
Category II <b>"Accredited suppliers"</b>	Accredited suppliers who have successfully supplied to India for at least two years in the last five years.	US\$ 3 PMT
Category III <b>" Other Bidders"</b>	All other bidders not covered under Category I & II above.	US\$ 10 PMT

The Bid Bond value should be calculated on the basis of total quantity (plus tolerance) of Urea, which has been offered by the Bidder under this tender.

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-XII**.

Bid Bonds should be kept valid for a period of two months from the last date of validity of offers i.e. up to **20-JAN-2020**.

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

**7. 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 for different categories of Bidders shall be as follows:-

PBG/PERFORMANCE BOND AMOUNT (In US\$)		
Category I	All Producers	@ 1% of the value of the Contract including plus Tolerance
Category II	Accredited suppliers	@ 3% of the value of the Contract including plus Tolerance
Category III	All other bidders not covered under category I and II above	@ 10% of the value of the Contract including plus tolerance

The PG bond shall be furnished from RCF approved list of banks as per **Annexure-XII**. 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 discharge port Joint Draft Survey and Analysis Reports and recovery of penalties, settlement of despatch/ demurrage, liquidated damages and dead freight/any other claim / any other deduction by DOF on any account etc. if any.

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 revealed by the Joint Draft Survey at the discharge port or if penalties are levied due to quality deviations (nutrients/ moisture/particle size) from contractual specifications as revealed by discharge port analysis report or liability towards dead freight, despatch/demurrage, liquidated damages due to delay in shipments and/or any other recoveries are not settled by the Seller.

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

**8. PAYMENT TERMS:**

Without prejudice to Buyer's right to recover the damages, payment shall be effected through Letter of Credit payable at sight. RCF shall establish L/C (Irrevocable, non-transferable and non-assignable) covering 100% value of the contracted quantity including plus tolerance after receipt of signed contract, acceptable Performance Bank Guarantee in the prescribed proforma as provided in the standard contract and nomination of Vessel . Payment against LC shall be regulated as per Clause 7 (A) as detailed in Draft contract annexed hereto (**Annexure XIII**).

## **9. 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 producing factory 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.

## **10. FINAL WEIGHT & QUALITY OF CARGO:**

- (a) Sellers & Receivers at the discharge port will appoint, at their own cost an independent surveyor for conducting joint draft survey. Final weight as determined by Joint draft Survey conducted at the discharge port shall be treated as final.
- (b) The weight of cargo shipped determined by joint draft survey at discharge port would be final and binding on the Seller for the purpose of payment of shortages as compared to B/L weight. Quantity declared as damaged cargo shall be treated as quantity delivered short and shall be treated accordingly.
- (c) Buyers and/or its Receivers' representative shall draw samples for determining the quality of the cargo at the port of discharge through an independent reputed Inspection Agency and/or opt for the mandatory inspection from Central Fertilizer Quality Control and Training Institute (CFQC&TI), Faridabad or any of its regional laboratory which will be informed to supplier before the arrival of the vessel. The quality so determined at discharge port shall be final and binding on the Seller. The cargo shall also conform to 'standard' as analyzed by Central Fertilizer Quality Control and Training Institute (CFQC&TI), Faridabad (India) or any of its regional laboratory.
- (d) The Seller should nominate its representative to supervise the draft survey and draws of samples at discharge port at his own expenses. RCF will advise the port of discharge at the time of finalizing the contract/after sailing of Vessel.
- (e) The Seller would be liable for shortage in quantity as revealed by the Joint Draft Survey at discharge port vis-à-vis the Bill of Lading quantity and the amount of penalties levied by Receivers on account of deviations in quality (nutrients, moisture and particle size) on the basis of discharge port analysis as per (c) above vis-à-vis specifications in the contract would be recovered, without any demur or reference to the seller from the value of the PG Bond executed by the Seller in case the Seller fails to remit the amount promptly. The Seller should make good such recoveries made by Receivers through payment to RCF directly within 15 days of written intimation by RCF.
- (f) Performance Guarantee Bond to be executed by the Seller will be required to be kept valid till discharge port results, in respect of weight and quality, and amount of penalties and despatch/demurrage/dead freight/detention charges or any other claim etc. are settled and

performance would be deemed to be completed only after that. All efforts will be made to finalize the accounts within 180 days from the date of completion of discharge of the cargo of last shipment of the contract. In case of any delay due to unforeseen circumstances, sellers expressly undertake to extend the validity of P/G Bond beyond 12 months at the request of the Buyers.

#### **11. REJECTION OF CARGO:**

In case the entire cargo is rejected at the discharge port and/or declared unfit for direct application as fertilizer, and/or declared non-standard, as evidenced by the quality report of Central Fertilizer Quality Control & Training Institute, Faridabad or any of its regional laboratory, the Seller shall refund landed cost of the cargo found unfit as well as all consequential handling and distribution costs thereof 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 without waiting for Umpire analysis or the result of Umpire Analysis.

#### **12. UMPIRE ANALYSIS:**

- (a) The Buyer and/or Receiver's representative and the Seller's representative must be present at the time of sample collection at discharge port. The RCF's Receiver will organize entry passes for the representative of Faridabad Laboratory or any of its regional laboratory and Seller's representative. A part of the discharge port sample will be kept by the Seller's representative and one part by Faridabad Laboratory or any of its regional laboratory for future reference in case of dispute. In case it is required, the reference sample for umpire analysis will be the sample retained by Central Fertilizer Quality Control & Training Institute, Faridabad or any of its regional laboratory only.
- (b) In case of dispute about quality, the Seller has right for umpire analysis. In such circumstances reference sample will be sent to the umpire laboratory and Umpire Analysis would be done in all the parameters and the result of umpire laboratory will be binding on both Seller and Buyer. The cost of umpire analysis will be borne by the losing party. The umpire analysis will be done by a reputed Inspection Agency nominated by RCF and/or its Receiver. The umpire agency shall be one of the laboratories notified for the referee analysis in the Fertilizer Control Order 1985 (as amended upto the date of tender closing) and will be the one other than the load port/discharge port Inspection Agency. The seller shall have the right to select atleast 3 (three) eligible laboratories for umpire analysis, out of which RCF and/or Receivers shall nominate one agency. Seller will be ineligible for asking for Umpire analysis in case, he/his representative does not sign the sample slip/ relevant documents or is not present at the time of collecting the representative sample drawn by representative of surveyor/ inspection agency nominated by RCF or its nominee.
- (c) In the event of disagreement in the discharge port draft survey results, about quantity at discharge port and any of the parties representing the ship-owners/foreign suppliers and Receivers etc. refusing to sign or signs under protest the Joint draft survey report, RCF and/or its Receiver may at its discretion go in for recalculation of quantities by Umpire Survey. The Umpire Surveyor shall be nominated from the panel drawn by the Department of Fertilizers (GOI). The Umpire agency will be the one other than the load port Inspection Agencies as well as discharge port inspection agencies nominated by ship owners, sellers and Receivers. The decision of Umpire Surveyors will be binding on both seller and buyer. The cost of Umpire agency survey shall be equally borne by the parties.
- (d) The penalties for deviations in specifications found at discharge port will be recovered on the basis of scale given in **Annexure-II**.

**13. SHIPPING TERMS:**

As per **Annexure VII** (FOBT terms) & **VIII** (CFR FO ) of Standard Contract.

**14. 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.

**15. STANDARD CONTRACT:**

It is presumed that RCF's standard contract for purchase of Urea at **Annexure-XIII** has been read and understood by the bidders.

**16. CORRESPONDENCE ADDRESS:**

DEPUTY GENERAL MANAGER (COMMERCIAL)  
RASHTRIYA CHEMICALS & FERTILIER LIMITED  
ADMINISTRATIVE BUILDING,  
ROOM NO.: 22, 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 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/deliver the material within the time stipulated in the contract, the same shall be treated as breach of contract unless specifically extended by buyer/DOF 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:

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 2% of the contract value of the undelivered material per month, or part thereof. The Liquidated damages recovered from the seller shall ultimately be paid to DOF.

**OR**

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 India, established through subsequent tender(s) by State Trading Enterprises (STEs).

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

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**

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) Further in addition to (a) and (b) 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 India.

However, the buyer /DOF reserve 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 / DOF 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' (strictly as per the enclosed proforma at **Annexure-IX**), 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) on FOBT and CFR FO basis. 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) Loading Rate- As per Clause 9 (b) of Shipping Terms for FOB contracts at **Annexure-VII**.
- (g) Schedule of shipment for the entire contracted quantity will have to be declared within **10** 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 CFR shipment).
- (h) PG Bond to be released by Buyers only after receipt of discharge port joint draft survey and analysis reports, recovery of penalties, short landing, settlement of LP/DP dispatch/demurrage, liquidated damages, dead freight or as a result of any short receipt from Department of Fertilizers , Government of India on any account and or any other recoveries from supplier , if any.
  - (i) Firm freight from loading port(s) to discharging port(s) in India (WCI/ECI) may be indicated separately.
  - (j) In case of Bidders offering more than one load port/discharge port at sellers' option at the time of making an offer, the option for choosing the load port/discharge port would rest with RCF. Offers with more than one load port/discharge port at sellers' option would be liable for rejection at the sole option of RCF.
  - (k) Bidders should quote only the firm quantities in the offer. In case optional quantities are offered, RCF reserves the right to consider only firm quantities for placement of orders. In addition, offers giving optional quantities are liable to be rejected at the sole option of RCF.
  - (l) The Bidder should not quote multiple rates for one discharge port. In case lot wise, multiple rates are offered for the same discharge port, the total firm quantity offered for a particular discharge port shall be treated to be offered at the lowest price quoted in that offer for that particular discharge port.
  - (m) It may be noted that the bidders may quote firm quantity with tolerance of (+/-) 5%. The bidder should, therefore, quote a fixed quantity in their offer and should not mention range in quantity offered like 100,000-110,000 MT. However, in the event, the offers are submitted giving range in quantity in addition to stipulated tolerance of (+/-) 5%, the same are liable to be rejected at sole discretion of RCF.
  - (n) **Minimum Quantity to be Offered:** 25,000 MT plus/minus 5% shipping tolerance, at Buyers' option (in case the purchases are made on FOBT terms) and 45,000 MT plus/minus 5% shipping tolerance, at Seller's option at each port for CFR offers.
  - (o) For CFR FO purchase, if shipment is done in Panamax vessels, all expenses on account of pre-berthing delays, shall be to buyers account and time to count on NOR Tendered valid.
  - (p) Supplier must indicate the origin of the material, the name of load port and facilities at loading port with restrictions, if any, along with firm lay days and firm freight from load port to discharge port in India (all India range).
  - (q) RCF shall exercise FOB/CFR FO within two working days after receipt of communication/approval from TRANSSHART, Ministry of Shipping, Government of India.
  - (r) RCF reserves exclusive right to accept bids either on FOBT basis or CFR FO basis or not to accept any bids at all, at its sole discretion.
  - (s) Fixture of Floating shipments for supply of urea shall not be accepted.
  - (t) 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.
  - (u) In the Bill of Lading (B/L), shipper column must indicate the name of the supplier.
  - (v) Trading Arms/Divisions (registered as separate company) of Producers will not be treated as Producers. Offers submitted by such Trading Arms/Divisions will be treated as Category-

III suppliers unless they qualify as Category-II suppliers.

- (w) One agent cannot submit a bid on behalf of more than one Principal/OEM in the same tender.
- (x) 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.

## **20. EVALUATION CRITERIA:**

- a. The offers received in the tender shall be evaluated on overall lower to higher basis (L1 upwards) for each coast separately and quantity shall be allocated to the bidders for each port as per the requirement by DOF, from L1 upwards coast-wise without considering port wise lowest bids from the suppliers.
- b. Urea is likely to be procured at various discharge ports in India. In order to meet discharge port-wise quantity requirements, RCF may place order on more than one bidder. For this purpose, RCF, at its sole discretion, may decide to counter offer discharge port-wise CFR rate **and/or** load port-wise FOB rates (in case corresponding CFR rates are not quoted), based on the lowest rates/offers received against the Tender and other relevant factors (if any).

## **21. SYSTEM FOR CALLING BIDDERS FOR MATCHING COUNTER OFFER PRICES:**

In order to meet the demand, the required quantities may be imported from more than one supplier through various discharge ports in India. For contracting the required quantities, bidders shall be called for matching prices as per counter offers as under:-

- (a) The comparative statements (CST) indicating hierarchy of bidders shall be prepared on the following basis:-
  - (i) **CST (COAST WISE i.e. separately for ECI & WCI)**:- Coast wise i.e. East coast of India (ECI) and West coast of India (WCI) CST for various discharge ports on each coast showing hierarchy of various bidders.
  - (ii) **CST (CONSOL)**:- Consolidated CST for all discharge ports irrespective of East coast of India (ECI) or West coast of India (WCI) showing hierarchy of various bidders.
- (b) Based on discharge port-wise quantity requirements on each coast, counter-offers (based on coast wise L-1 prices or port-wise negotiated L-1 prices) shall be first given to bidders in order of their hierarchy as per the respective CST (COAST WISE). In case requirement of full quantity at a particular discharge port are not met, for sourcing the balance left over quantity counter offers will be then given to various other bidders in order of their hierarchy as per CST (CONSOL).
- (c) For discharge port for which no offer is received, counter offers will be decided by RCF and shall be given in order of hierarchy in CST (CONSOL).
- (d) In case full quantity required for such discharge ports are uncovered, the balance quantity shall be offered in hierarchy of CST (CONSOL).
- (e) In case any bidder has quoted prices only on FOB basis, RCF at its sole discretion may add the estimate freight and suitably place him in all the comparative statements.
- (f) The bidders shall have to intimate within a stipulated time their acceptance to counter offers indicating quantities and discharge ports / coasts.

- (g) RCF's decision in this regard shall be final and binding on all bidders.

**22. 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 be Mr. R.K. Singh, (Email:[rsingh7854@gmail.com](mailto:rsingh7854@gmail.com)). 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.

**23. 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.

**24. GOVERNING LAW:**

The contract shall be constructed and governed by Indian Law.

**25. 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.

**26. 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

- 27.** 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.

**NOTE: This tender is subject to the policy and guidelines of the Government of India for import of Urea, as applicable from time to time.**

**(AUTHORISED SIGNATORY)**

## **ANNEXURE-I**

### **SPECIFICATIONS FOR PRILLED/GRANULAR UREA (BULK) FERTILISER GRADE**

**DESCRIPTION:** The material shall be in the form of white free flowing granules, prills or pellets or shots, shall be free from visible impurities and dust. The material must be chemically treated and coated to reduce Hygroscopicity.

**NOTE:** The material shall be considered free flowing at the time of unloading, if the prills/granules are separate from each other, the lumps or crust formed in the hatches of vessels are broken with slight pressure of fingers into separate prills/granules and if the cliffs formed near the walls of the hatches can be broken by slight pressure with bamboo sticks/or iron rods.

**THE MATERIAL SHALL ALSO COMPLY WITH THE REQUIREMENTS SPECIFIED IN THE TABLE BELOW:-**

<b>S.NO.</b>	<b>CHARACTERISTICS</b>	<b>REQUIREMENTS</b>
1.	Moisture percent by weight maximum	0.50%
2.	Total Nitrogen percent by weight (on dry basis) minimum	46.00%
3.	Biuret percent by weight, maximum	1.50%
4.	PARTICLE SIZE (PRILLED)	The portion of the material passing through 2.8 mm IS SIEVE (Tyler Sieve 7) and retained on 1 mm IS SIEVE (Tyler Sieve 16) shall not be less than 90% by weight, and not more than 5% by weight shall pass through 1.00 mm IS SIEVE.
	OR PARTICLE SIZE (GRANULAR)	90% of the material shall pass through 4 mm IS SIEVE (Tyler Sieve 5) and be retained on 2 mm IS SIEVE (Tyler Sieve 9). Not more than 5% shall be below 2 mm IS SIEVE.

<b><u>METHOD OF ANALYSIS</u></b>		
<b>a.</b>	Nitrogen	2.4.03 AOAC(1995)
<b>b.</b>	Biuret	2.4.23 AOAC(1995)
<b>c.</b>	Moisture	D.4 (TFI,1982)
<b>d.</b>	PARTICLE SIZE	IV A, TFI, (1982)
<b>e.</b>	Sampling	2.1.01., AOAC (1995) OR IC 1, IC 2, (TFI - 1982) OR Schedule II A of FCO, 1985

#### **NOTES:**

- i. The arrival of the material in white free flowing condition at Indian ports will be guaranteed by the suppliers. For any deviation from the above specifications, scale of penalties as per **Annexure-II** will apply.
- ii. Urea supplied shall be either in prilled or in granular form but no mix-up will be allowed cargo-wise. The whole vessel must have same type of. urea loaded in it. Combined shipment of prilled and granular urea even in separate holds of vessel is not permitted

**SCALE OF PENALTIES / DAMAGES**

The penalties for deviations in specifications found at discharge port shall be recovered on the basis of scale given below:

**1. NUTRIENT LOSSES**

Any deficiency up to a maximum of 1% beyond the tolerance limits prescribed under Fertilizer Control Order (FCO).	5 times of the CFR value (established on the basis of MARKET freight, in case of FOB Contracts) of the deficient Nutrient. In a non-standard fertilizer, the total deficiency beyond FCO specifications has to be counted for the purpose of computing Penalty/damages.
Deficiency beyond above limit.	As decided by the Expert Committee of Deptt. of Fertilizers, Govt. of India.

2. With regard to penalty/damages on excess moisture contents, the penalty/damages will be levied on pro-rata basis. The scale of penalty/damages will be prescribed as "two times the value of Fertilizers equivalent to excess moisture content in entire shipment by weight."
3. The penalty/damages on account of deviation in particle size will be of two components as under:-
- Penalty/damages on account of deficiency in particle size
  - Penalty/damages on account of excess over-size particle.

The net penalty/damages on account of particle size deviation would be total of its two components (a + b) which will be determined as under:-

- Deficiency in particle size =Percentage of material below the lower sieve in the sample minus Maximum permissible material below the lower sieve.

The penalty/damages on account of deficiency will be 30% of the value of the material equivalent to "deficiency" in particle size (defined above) in entire shipment.

- Excess of over size material =Percentage of material above upper sieve in the sample minus Maximum permissible percentage above upper sieve.

The penalty/damages on account of over-size will be 15% of the value of Fertilizers determined as over-size in entire shipment

On account of deviation in particle size, the buyer can reject the entire cargo or part thereof on recommendation of DOF.

4. The buyer, as per directions of DOF reserves its right to reject and return the entire cargo at discharge port, if it is not found fit for direct agriculture use or declared 'Non-standard' as per the report of the CFQC&TI, Faridabad or any of other agency appointed by DOF.
5. In case the entire cargo is rejected at the discharge port and/or declared unfit for direct Application as fertilizer, as evidenced by the quality report of CFQC&TI, Faridabad or any of its regional laboratory. the Seller shall refund landed cost of the cargo found unfit as well as all consequential Handling and distribution costs thereof immediately on buyers first demand with value Date being 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.

**TECHNO COMMERCIAL BID-COVERING LETTER FORMAT**

*(on Bidders letter- head)*

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

**SUBJECT- Submission of Bid against Tender No.- RCF/UREA/IMP/2019-20/1 Dated 06-NOV-2019**

Dear Sir,

With reference to the above mentioned tender No. RCF/UREA/IMP/2019-20/1 Dated 06-NOV-2019 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/- (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 Urea into India (B/L, Invoice, etc)
4. Latest Bank reference report (for Category II & III suppliers).
5. Credit Rating Report (Category III suppliers).
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 (as per **Annexure-IX**) 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. Details of quantities being offered as per **Annexure-XI** of the Contract.
11. Integrity Pact as per **Annexure-IV** on plain paper duly signed and stamped by Authorized person of the Bidder and their witness.
12. 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.

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,

Encl: a/a

Yours faithfully

(Authorized Signatory)

**TECHNO-COMMERCIAL BID FORMAT**  
*(on Bidder's letter-head)*

(RCF's Tender No. RCF/UREA/IMP/2019-20/1 Dated 06-NOV-2019)

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 (as per Annexure-IX) 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.	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	Board's Resolution/Letter of Authorization on principal foreign company/firm's letter head duly authorizing the AR FURNISHED	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	Category of Bidders	
a	If the bidder is producer or supplier: (Please Tick as applicable)	<input type="checkbox"/> <b>PRODUCER</b> <input type="checkbox"/> <b>SUPPLIER</b>
b	Category II Supplier Documentary evidence for supply of Urea into India alongwith Latest Bank reference letter.	<input type="checkbox"/> YES <input type="checkbox"/> NO
c	Category III Supplier	<input type="checkbox"/> YES <input type="checkbox"/> NO
d	If other than (a) and (b) Latest credit rating report and Latest Bank reference letter as per Tender document enclosed	<input type="checkbox"/> YES <input type="checkbox"/> NO
6.	Quantity offered against the Tender (in MT): (Range in quantity like 100,000-110,000 MT etc. not to be mentioned)*	.....MT
7.	Tolerance in offered quantity (in percentage)*: In case of FOB Contracts: (+/-) 5% at Buyers' option In case of CFR Contracts:(+/-) 5% at Sellers' option	<input type="checkbox"/> YES <input type="checkbox"/> NO
8.	Country of Origin :.....	
9.	Load port/Discharge ports and quantities details enclosed as per Annexure XI	<input type="checkbox"/> YES <input type="checkbox"/> NO
10.	Validity of Offer: Upto 2000 Hrs. IST on 21-NOV-2019 (As per NIT)	<input type="checkbox"/> YES <input type="checkbox"/> NO
11.	Delivery Schedule: Shipment from Load Ports latest by 30-DEC-2019 (As per NIT)	<input type="checkbox"/> YES <input type="checkbox"/> NO

12.	Earnest Money Deposited (to be attached in original)	<input type="checkbox"/> YES <input type="checkbox"/> NO
13.	Signed and stamped of Integrity Pact(enclosed	<input type="checkbox"/> YES <input type="checkbox"/> NO
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:

**PRE-CONTRACT INTEGRITY PACT**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on \_\_\_\_ day of the month of \_\_\_\_\_ 2019, between M/s Rashtriya Chemicals and Fertilizers Limited, registered under Companies Act, 1956, having its registered office at "Priyadarshini" Eastern Express Highway, Sion , Mumbai 400 022 (hereinafter referred to as RCF, which expression shall mean and include, unless the context otherwise requires, its successors and assigns) of the First Part and M/s \_\_\_\_\_ a Company, firm incorporated under ----- Laws to which it is subject to (hereinafter called the "Bidder/Seller", which expression shall mean and include, unless the context otherwise requires, its successors, heirs / legal representatives / administrator in office and assigns) of the Second Part.

Whereas

RCF has issued NIT----- dated----- inviting bids from Parties for undertaking-the Project /Work of----- at its unit located at----- (hereinafter referred to as the Project /Work). The BIDDER is a private Company/Public Company/Government Undertaking / Partnership / registered export agency, constituted in accordance with the relevant law in the matter and RCF is PSU.

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

**NOW, THEREFORE,**

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

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

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

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

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

**1. Commitments of RCF:**

1.1 RCF undertakes that no official of RCF, connected directly or indirectly with the Project/Work, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any other person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 RCF will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular Bidder in comparison to other BIDDERS.
- 1.3 RCF will report to the Independent Monitor of any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach. RCF will also report to appropriate Government Office wherever necessary”.

## **2.0 Preceding misconduct:**

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

## **3. Commitments of BIDDER:**

3.1 The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the RCF, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

3.3 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of RCF or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with RCF for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with RCF.

3.4 BIDDER shall disclose the name(s) and address(es) of foreign principals, associates, agents and distributors, advisors, representatives and sub-contractors.

3.5 BIDDER shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/ contract.

3.6 The BIDDER further confirms and declares to RCF that he has not engaged any individual or firm or company, whether Indian or foreign, to intercede, facilitate or in any way to recommend to RCF or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or Company in respect of any such intercession, facilitation or recommendation.

3.7 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose complete details of any payments made, is committed to or intends to make to any officials of RCF or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.8 The BIDDER will not collude with other parties, interested in the contract, to impair the transparency,



fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.9 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.10 The BIDDER shall not use improperly, for purposes of completion or personal gain, or pass on to others, any information provided by RCF as part of the business relationship, such as plans, technical proposals and business details including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care to ensure that no information is divulged to others.

3.11 The BIDDER commits to refrain from giving any complaint in connection with the Project, directly or through any other manner, without supporting it with full and verifiable facts.

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

3.13 If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the employees of RCF, or, if any relative of an employee of RCF has financial interest/stake in the BIDDER, the same shall be disclosed by the BIDDER at the time of filing the tender.

The term 'relative' for this purpose would be as defined in Companies Act, 1956 or any modifications thereof.

3.14 The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of RCF.

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

4.1 The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with RCF, in respect of any corrupt practices envisaged hereunder, and/or with any Public Sector Enterprises/ Government department that could justify BIDDERS exclusion from the tender process.

4.2 The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process of the contract, and if already awarded, the Contract can be terminated for such reason.

#### **5. Earnest Money / Security Deposit: ( If Applicable)**

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

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

5.2 The amount and validity of the earnest money / Security Deposit shall be as mentioned in the NIT.

5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the purchase contract that the provisions of Sanctions for Violation shall be

applicable for forfeiture of Performance Bond in case of the decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

## **6 Sanctions for violations**

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

- i. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- ii. The Earnest Money Deposit (in pre-contract stage) and /or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by RCF, without assigning any reason therefor.
- iii. To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- iv. To recover all sums already paid by RCF, together with interest thereon at 2% higher than the prevailing Lending Rate of State Bank of India or at 2% higher than LIBOR as may be applicable based on whether the bidder is an Indian party or a foreign party. If any outstanding payment is due to the BIDDER from RCF in connection with any other contract for any other Project/Work/ Supply, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- v. To encash the advance bank guarantee and performance bond/ warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by RCF, along with interest.
- vi. To terminate all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to RCF resulting from such termination and RCF shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- vii. To debar/blacklist the BIDDER from participating in future bidding processes of RCF for a minimum period of five years, which may be further extended at the discretion of RCF.
- viii. To recover all sums paid, in violation of this Pact by BIDDER to any middleman or agent or broker, with a view to securing the contract.
- ix. In case where irrevocable Letters of Credit have been opened in respect of any contract signed by RCF with the BIDDER, the same shall not be 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.

6.2 RCF will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (Whether with or without the knowledge of the BIDDER) of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

## **7. Independent Monitor:**

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

Mr. R.K. Singh  
301, Tulsi Meadows, St. Anthony's Road,Chembur, Mumbai – 400071,  
Email: [rksingh7854@gmail.com](mailto:rksingh7854@gmail.com)  
Mobile: +91 9820194913

7.2 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.

7.3 The Monitor shall not be subject to instructions by the representatives of the parties and perform his functions neutrally and independently.

7.4 Both the parties accept that the Monitor has the right to access all the documents relating to the project/ procurement, including minutes of meetings.

7.5 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.

7.6 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.

7.7 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.

7.8 The Monitor will submit a written report to the designated Authority of RCF within 8 to 10 weeks from the date of reference or intimation to him by RCF/ BIDDER and should the occasion arise, submit proposals for correcting problematic situations.

## **8. Facilitation of Investigation**

In case of any allegation of violation of any provisions of these terms or payment of commission, RCF shall be entitled to examine all the 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.

## **9. Law and Place of Jurisdiction**

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

## **10. 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.

## **11. Validity**

11.1 The validity of this Integrity Pact shall be from date the NIT is issued 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.

11.2 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.

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

( RCF )

*Date:*

*Place:*

Witness

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

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

( BIDDER )

*Date:*

*Place:*

Witness

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

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

**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 fulfill 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.**

**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.

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.**



**GENERAL SHIPMENT TERMS IN RESPECT OF FOBT CONTRACTS**

1. Within **7** days of the conclusion of the contract, the sellers will give to the buyers and the DOF a firm schedule showing the quantities of urea available and the dates from which they would be available for each shipment. Sellers shall make available the parcel size of the shipment at a minimum of 25,000 MTs of urea, 5% more or less at Buyer's option, at a time to enable the buyers to Charter the vessel. The Buyer have also the option to call the additional parcel of 3/4,000 MTs (subject to approval of RCF).
2. The Chief Controller of Chartering, Ministry of Shipping (TRANSCHART)/Buyer will arrange and coordinate shipment of urea and will charter or arrange to charter a ship to move the urea according to the schedule given by the sellers or within 15 days after that date. If cargo is not available after ship has arrived in the port of loading according to schedule, the sellers shall be responsible for demurrage to the vessel, 'dead freight' if any and all other consequential liabilities, due to incomplete loading because of the un-readiness of either part or whole of the goods, when the vessel has been in port at due date & time, and the notice of readiness has been served valid in terms of the governing Charter Party, will be for sellers/shippers account.
3. Sellers to give approximate 10 days advance notice prior to commencement of lay days in respect of each parcel to buyers for finalizing/nominating suitable vessels to sellers in required lay days.
4. Seller to expedite stem confirmation/clean acceptance of nominated vessel within 24 hours of receipt of nomination of vessel by buyers.
5. Vessels nominated by buyers to be dry and clean.
6. The sellers agree to load from one/two safe port, safe berth(s)/ anchorage, always accessible from the port. In case, two berths are used for loading, shifting expenses including bunker oil consumed, tugs hire and crew's overtime will be to vessel's account and time for shifting not to count as lay time. However, vessel to be left in seaworthy trim to shift between berths/ports to master's satisfaction at seller's time and expense. Cost and time of more than one shifting is to be on sellers account.
7. No cargo is to be loaded in between deck, deep tanks, wing tanks, bunkers spaces. The Master to have the liberty of loading in such spaces for the purpose of stability of vessel but any extra time used and additional expenses incurred in loading into and/or discharging from such spaces (duly supported by the stowage plan) to be for Owners' account and lay time admissible will be calculated at half the specified rates for loading/discharging.
8. Owners guarantee that the vessel is fitted with cargo cranes capable of handling lifts of not less than 15 tons in union purchase, single wires, and all hatches working simultaneously with the necessary certification as provided under tackle regulations prevalent at the loading port concerned / Dock Safety Inspectorate. The vessel shall give free use of all available gears, cranes and power for same if required, but not exceeding the ordinary capacity for loading and discharging also lights for night work as on board. Crane-men/Winch-men to be for Charterers' account. Charters' privilege discharging over side, Owners allowing free use of all gears. Any time lost due to breakdown of cranes not to count and expenses incurred to be for Owners' account.

9. (a) The sellers will load, stow and trim the vessel at the port of loading at the minimum rate as per clause 9 (b) per weather working day of 24 consecutive hours. Thursday (Saturday for Non-Arab Gulf origin) afternoon, Friday (Sunday for Non Arab Gulf origin) and holidays excepted, at their own cost. Time shall not count between noon on Thursday (Saturday for Non Arab Gulf origin) and 8.00 a.m. on Saturday (Monday for Non Arab Gulf origin) nor between 5.00 p.m. (1200 hours on Thursday- to read as Saturday for Non Arab Gulf origin) on the last working day preceding a legal holiday upto 8.00 a.m. on the first working day thereafter, unless used and if used actual time used to count unless the vessel is already on demurrage (wherever above days not applicable, then days to be taken as per load port regulations).

(b) Loading Rate to be taken as 6000 MT PWWDSHEX UU for Non-Arab Gulf ports.  
And Loading Rate to be taken as 6000 MT FHEXUU for Arab Gulf ports.

10. Port charges, quay dues and similar dues on ship for owner's account. The seller shall pay all dues and duties on the cargo in the country of origin/shipment, including taxes on cargo. Freight tax, if any, on owner's account.
11. Buyers to be responsible towards sellers for despatch money on all working time saved at loading port as per Charter Party terms.
12. First opening and last closing of Hatches to be for owner' account and time used for the same not to count.
13. The cargo shall be loaded by seller/shipper free of expenses and risk to the vessel but under the supervision of the Master. Overtime to the account of the party ordering it. Officer/crew's overtime to owner's account. Overtime, if ordered by port authorities, same to be shared equally between owners and sellers at loading port.
14. Time to commence at 1300 hours, if notice of readiness to load is tendered during office hours before noon and 8.00 a.m. next working day if notice of readiness is tendered during office hours afternoon whether in port or in the roadstead, whether in berth or not, whether free pratique granted or not, or notice of readiness accepted or not, FRIDAYS/SUNDAYS and holidays excluded unless used, and, if used, actual time used to count as lay time. If loading starts before commencement of time counting, only half of such time used to count. Logistical changes depending upon load port.
15. Any lighterage required, at loading port will be on seller's account.
16. Buyers to ask for sellers/shippers stem before fixing vessel definitely, stating at the same time the vessel' draft. Buyer shall nominate vessel with all available details including draft. Supplier should indicate load port restrictions/requirements.
17. Owners to give seller/buyer seven running days approximate notice of vessel's expected readiness to load, stating approximate quantity required in metric tons or cause such notice to be served on shipper's port representatives. Five running days definite notice of vessel's load readiness at loading port will be given to buyer/sellers or their representative. Time of arrival to be telegraphically confirmed by the Master not later than 72/48/24 hours in advance.
18. THE TERM "FOB AT LOAD PORT" MEANS
  - a) Loaded, stowed and trimmed on board overseas vessels at named port of export free of expenses of buyers.
  - b) That it shall be responsibility of the sellers to do the following;
    - i. Provide for, and pay and bear all charges incurred in placing goods actually on board the vessel designated and provided by or for the buyers on the date of within period fixed.

The cost of any extra cargo battens, dunnage required and rigging of the same will be to vessel's account.

- ii. Provide "clean ON BOARD" Ocean Bill of Lading marked 'Freight payable' as per CP".
- c) Render buyers or his authorized agents assistance in obtaining the documents issued in the country or origin, shipment or both, as may be required for purpose of exportation or of importation of Urea at destination country.
- 19.** In case of two ports of loading preferred by the sellers, all expenses including the freight difference of additional port of loading will be to sellers account.
- 20.** Demurrage at the loading port will be on seller's account and it will be paid by sellers to the buyers at the rate stipulated in the Charter Party.
- 21.** Sellers will be responsible for dead freight, if any and other related charges, including consequential liabilities at load port, in case they fail or neglect to load the full cargo.
- 22.** Seller/shipper to keep advised buyers / Transchart of berthing/loading prospects on arrival of vessel at load port and also to keep buyers/ Transchart regularly informed about loading progress/status.
- 23.** Once the vessel is fixed during the lay days offered and agreed by the sellers, berthing/loading of vessels at load port shall be seller's responsibility.

## **ANNEXURE-VIII**

### **GENERAL SHIPMENT TERMS IN RESPECT OF CFR FO CONTRACTS**

1. The sellers will arrange for chartering suitable vessels to load the agreed quantity in full ship loads and sellers are responsible for fulfilling the conditions of the Charter Party at the loading port and the Buyer or their nominees are responsible for fulfilling the conditions of the Charter Party at the discharging port. Vessels will be chartered on Ferticon Charter Party. Seller shall make available minimum of 45,000 MT of Fertilizers 5% more or less at seller option at each port.
2. In case chartered ships are utilized, the maximum use of Indian ships shall be made by the sellers subject to Indian vessels being available at competitive freight rates.
3. Vessels will be chartered on the basis of one/two safe berth(s)/one/two safe port(s)/Anchorage on WCI or ECI.
4. The master to give 24 hours notice of ETA at each discharge port to RCF.
5. A sailing advice is to be sent by Master to RCF, Fax: 91-22-25522320, and to KRISHKHAD, New Delhi Fax: 24365808/24362072 on vessel leaving loading port, giving sailing date, speed, commodity, total quantity loaded and estimated time of arrival at discharge port. Master to also wireless RCF and KRISHKHAD, NEW DELHI fifteen days after sailing from loading port, giving latest expected time of arrival at port of discharge.
6. Master to give estimated dates of arrival to, RCF, Fax Nos. 91-22-25522320 and to KRISHKHAD, New Delhi Fax: 011-23384763/ 011-23063324, 96 hours before vessel is due to arrive off Aden/Singapore and Master to again wireless to KRISHKHAD, New Delhi and RCF her latest estimated date of arrival 72 hours after passing Aden/Singapore.
7. Cost of shifting to second berth/anchorage (if used) including fuel, to be for Owners account. Risk, expenses and time used in shifting not to count as laytime.
8. Vessel to have all the necessary Test certificate covering vessel's gears in accordance with International Dock Safety Convention valid for the duration of the Charter. Vessel to be properly manned, equipped & supplied during entire navigation, fully and in every way fitted and suitable for the entire loaded cargo.
9. Vessel (its holds, hatches, hatch covers, tank tops, coamings, tracks, overheads etc.) to be dry and clean free from residue, odour, rust etc. of previous cargo duly certified so by a reputed recognized inspection agency.
10. The cargo shall be discharged at the average discharge rate fixed for various ports as per **Annexure- X** for single Decker vessel basis, five or more available, workable hatches/holds and pro-rata for less number of available, workable hatches/holds per weather working day of 24 consecutive hours. Saturday afternoon, Sundays and holiday excepted, even if used, provided vessel can receive and deliver at these rates. Time shall not count between noon on Saturday and 8.00 A.M. on Monday and not between 5.00 P.M. (Noon if Saturdays) on the last working day preceding a legal holiday and 8.00 A.M. on the first working day thereafter even if used unless the vessel is already on demurrage.  
Time shall begin to count from 24 running hours after vessel's arrival within port limits and valid notice of readiness (NOR) i.e. ready in all respects tendered and accepted during official

working hours (i.e. 1000 hrs to 0500 hrs on week days and 1000 hrs to 1200 hrs on Saturdays) at each discharging port reported in the free pratique whether in berth or not but not between the hours of 5.00 P.M (1200 hrs. on Saturdays) and 10.00 A.M. on a week day or during any of the period above exempted even if used unless (at discharging port) the vessel on arrival already on demurrage. Charterers have the right to work during excepted periods, such time used not to count as lay time.

11. Surf days not to count as weather working days, unless used and when used actual time used to count for which Buyer shall prove to sellers that relevant certificate issued duly signed by port authorities or any other competent authority.
12. Rigging gangs employed at discharging port to be on the owners/sellers/ship's crew account.
13. Vessel chartered shall be suitable for grab discharge and no cargo is to be loaded in twin decks, deep tanks, wing tanks or bunker spaces or other places inaccessible to grabs. The Master to have liberty of loading in such spaces for the purpose of stability of the vessel but any extra time used and additional expenses incurred by Reason of loading into and/or discharging, from such spaces not easily accessible are to be for owners account and the discharge rate for this cargo will be reckoned at half of the specified rate of loading/discharge for the purpose of working of lay time.
14. Vessel to be kept/remain in seaworthy trim while navigating to shift between ports and berths at both ends to Master's satisfaction at Seller's expense.
15. Cost of first opening and last closing of hatches to be for owners/sellers account and time used not to count for all opening and closings.
16. The owners/sellers shall ensure that the vessel offered at the named discharge port, is suitable to match with the specifications of the port, including LOA, Beam and permissible draft, for berthing and discharge operations. In case the vessel's specifications do not match with the port specifications, the owners/seller will be liable and responsible for all cost as to consequences, including lightening of the vessel and lay time to commence only from berthing of the vessel after lightening. Accordingly the quantity lightened from the vessel for berthing to be excluded from the B/L quantity for working out the lay time allowed(LTA).
17. The offered vessel shall be fitted/ loaded with grabs/ holds suitable for facilitating discharge and in case of geared vessels, the seller shall guarantee that the vessel is fitted with cargo gear, cranes, ropes, slings, winches, and derricks in good working condition, capable of handling the rated capacity of minimum 25 MT SWL. Master also to give free use of vessel's lighting/ power as on board, if required.
18. Discharging port stated in Bills of Lading is not necessarily final discharging port. Final discharging port suitable for the vessel, is to be declared by KRISHIKHAD, NewDelhi/RCF latest on vessel passing Aden/Singapore in response to Master's telegram to Buyers giving 96/48 hours notice of ETA Aden/Singapore.
19. The vessel shall give free use of all available gear for discharging, also lights for night work, as on board winch men from crew to be used if permitted otherwise, shore winch men to be on Buyers account. Buyers privilege for discharging over side, owner allowing free use of gear, winches, and derricks.
20. Owners are to give name of agents at discharging port(s) to KRISHIKHAD, New Delhi and RCF, by e-mail within 48 hours of receipt of discharging port orders.

21. Demurrage/despatch rates shall not exceed US \$ 12,000/6,000 per running day. The sellers shall pay to the buyers or their nominee despatch money at the rate as mentioned in the Charter Party, not exceeding US\$ 6000 per day and pro-rata for part of a day for all working time saved in discharging. Rates higher than these shall be subject to specific acceptance of buyer.
22. Lighterage, if any at the discharge port(s) to be at Receiver's risk and expense subject to clause16.
23. It is agreed that Receivers shall have to sign the statements of facts and other customary documents together with the Master of Vessel and ship's agents.
24. The sellers undertake to advise the buyers and KRISHIKHAD, New Delhi by e-mail the name of vessel, total quantity loaded, the date of vessel's departure, speed, estimated draft before and after, expected date of arrival at the Indian port(s), full name and postal address, fax no. of the owners/sellers of the vessel and name and postal address of their agents in India within 48 hours of the sailing of the vessel.
25. Two copies of the Charter Party to cover each shipment should be air-mailed to the Buyers by the sellers within seven days of the sailing of the vessel.
26. Overtime to be for the account of party ordering it. Officers and crews overtime to be always on owners account. Overtime if ordered by the disport authorities to be shared equally between ship- owners or sellers and Receivers.
27. Sellers are to ensure that liberties, victories and other war built vessels are avoided for the shipment of the cargo. They should also not seek vessels of more than 15 years age. In case of necessity of booking vessels older than15 years the seller shall take the prior written approval of the buyers and overage insurance premium would be on sellers' account. It may be noted that vessels older than 25 years shall not be accepted for shipment.
28. Vessels which are to be chartered by the suppliers, should be as per discharge port restrictions/requirements. Vessel should be single Decker and should have Macgregor type/folding type steel workable hatch cover. Vessel should be suitable for grab discharge. No cargo is allowed to be loaded in between decks, deep/wing tanks, bunker space etc. For any relaxation of the above conditions prior approval of buyer should be obtained.
29. Before finally confirming the vessel, approval from Department of Fertilizers and RCF will be obtained giving full details of the vessel and other relevant particulars like Despatch /Demurrage rate etc.
30. Sellers shall be responsible to Buyers for any/all acts of omission and commission by or on behalf of ship-owners.
31. Before, finally confirming the vessel, approval from RCF will be obtained giving full details of the vessel and other relevant details as per GIC proforma for obtaining GIC approval and others like dispatch/demurrage etc.
  - Whether ISM regulation has been complied with and validity period
  - Name of Hull Underwriters, if vessel not insured
  - Reasons therefore
  - Name & full address of the Disponent owners, if any
  - Name of the vessel with ex-name, if any

- Flag
  - Classification
  - Year Built/GRT/NRT
  - Name of the Registered owners
  - Name of the Manager, if any
  - Name of the P&I club of the vessel operator named above
  - Name of the Characters, if any
  - Whether voyage charter or time charter
  - Loading port/discharging port
  - Nature of cargo
  - Name & address with Tel. No. & Fax No. of the agent at loading port
  - Name of the supplier
  - On whose behalf Bill of Lading is to be signed (name of the company to be mentioned)
  - Name of the underwriters.
32. Overage Insurance premium if any, due to vessel's age, class and flag shall be to suppliers account.
33. Sellers would be liable to furnishing all relevant vessel particulars/ classification to enable the buyer to obtain General Insurance Corporation (GIC) approval before the vessel is finally accepted. Any extra premium charged by the insurance company towards non-approval of vessel would be to Seller's account.
34. Vessel to be consigned to Receivers agents at discharge port for entry with port and customs. Owner paying customary agency fee.
35. All vessel related charges including composite berth hire charges to be on owners account.
36. The terms as per contract would override terms of individual charter party unless deviations are specifically accepted in writing.

**( To be given on Principal foreign company's Letter Head)**

**Offer Ref.No.**\_\_\_\_\_

**Date**\_\_\_\_\_

RASHTRIYA CHEMICALS & FERTILIZERS LIMITED  
ADMINISTRATIVE BUILDING, CHEMBUR,  
MUMBAI 400 074. MAHARASHTRA, INDIA

**Sub: Letter of Authority**

**Tender No. RCF/UREA/IMP/2019-20/1 Dated 06-NOV-2019**

Dear Sir,

We \_\_\_\_\_(Name of the Tenderer) against and existing under the Laws of \_\_\_\_\_(Name of the Tenderer's country) having its registered/principal office at \_\_\_\_\_hereby appoint Agency (Name of the agent) at \_\_\_\_\_as our agent to do in our name all or any of acts mentioned herein under concerning the above noted tender for supply of Urea to RCF:

- i. To sign and submit bid on our behalf and participate in the above noted tender.
- ii. To receive **Letter of Award**/order from RCF on our behalf and to sign relevant documents in connection therewith.
- iii. To do all other acts in connection with the above tender as our agent.

We do hereby agree to ratify and confirm whatsoever our said agent shall do or cause to be done by virtue of this Letter of Authority.

This Letter of Authority comes into effect on and after \_\_\_\_\_(mention date, month and year) and shall remain in full force and effect until revoked by our further notice in writing to RCF.

Thanking  
you,

Yours faithfully,

(Signature of Authorized Representative of  
Manufacturer/Principals with name and full  
address)

Signature of Authorized Person(s) of Local Agent

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

Signature of local agent's authorized person is duly attested  
(to be signed by the representative issuing this letter of authority)



**ANNEXURE-X****DISCHARGE RATE FOR DIFFERENT INDIAN PORTS**

(Basis five or more available workable hatches and prorata for less number of workable hatches per weather working day of 24 consecutive hours, Saturday afternoon, Sundays and holidays excepted, even if used. Notice of Readiness tendered and accepted during official working hours (i.e. 1000 hours to 1700 hours Monday to Friday and 1000 hours to 1200 hours on Saturday)

<b>S. No.</b>	<b>Name of Discharge Port</b>	<b>Discharge Rate (MT)*</b>
1	Deendayal (Ex. Kandla) Gujrat	10,000
2	Pipavav, Gujrat	10,000
3	Karaikal, Puducherry	10,000
4	Krishnapatnam, Andhra Pradesh	10,000
5	Kakinada Deep Water, Andhra Pradesh	12,000
6	Vizag, Andhra Pradesh	10,000
7	Mundra, Gujarat	10,000
8	Rozy, Gujrat	7,500
9	Gangavaram, Andhra Pradesh	10,000
10	Adani Tuna Bulk Terminal, Gujrat	10,000
11	Adani Dhamra , Odisha	10,000
12	Gopalpur, Odisha	5,000
13	Paraip ( PICT) Odisha	10,000
14	Kamrajar, (CIBTPL), Tamilnadu	10,000
15	New Mangalore	8,000
16	Tuticorin	8,000
17	Hazira Anchorage	5,000
18	Adani Hazira	10,000
19	Adani Dahej	10,000
20	Jaigarh	10,000
21	Chennai	7,000

\* Discharge rate for shipment of small parcel i.e. = or < 25000 MT +/- 5% shall be 50% of the normal prescribed discharge rate except for Gopalpur.

Gearless Panamax vessels will be accepted at Pipavav, Adani Tuna Bulk Terminal, Kakinada Deep Water, Mundra, Rozy, Krishnapatnam, Gangavaram and Karaikal.

Vessels fixed for all other ports should be capable to achieve prescribed discharge rates by ship cranes.

**QUANTITIES OF UREA BEING OFFERED FOR SHIPMENT FROM LOADPORTS LATEST BY**  
**30-DEC-2019**

Sr. No.	COUNTRY OF ORIGIN	QUANTITY (MT) ON LOAD PORT BASIS (SPECIFY PORT)	QUANTITY ON DISCHARGE PORT BASIS (MT)*	
			EAST COAST OF INDIA (ECI) (SPECIFY PORT)	WEST COAST OF INDIA (WCI) (SPECIFY PORT)

(\*) Quantities being offered to be indicated discharge port wise.

Notes:

- (i) Bidders must clearly indicate specific quantity offered for arrival as indicated above. Bidders are also required to furnish specific tonnage offered from each port of shipment indicated by them. Such quantities shall be clearly mentioned as "firm quantities". Offers mentioning "supplier's option" are liable to be rejected.
- (ii) Please also indicate the facilities/restrictions, if any, at port of loading including the LOA, Width, Beam, Draft available, loading rate etc.
- (iii) Please note that quantities offered have to be firm quantities with stipulated tolerance of (+/- 5%). Quantities should not be offered in range like 100,000-110,000 MT etc. Offers with range of quantity as well as more than stipulated tolerance of (+/-) 5% are liable to be rejected at sole discretion of RCF.
- (iv) Tolerance: Tolerance in offered quantity (in percentage):  
 In case of FOB Contracts : (+/-) 5% at Buyers' Option  
 In case of CFR Contracts : (+/-) 5% at Sellers' Option

Date:

Place:

(Signature of Authorized Person)

**APPROVED LIST OF BANKERS FOR EMD/ BID BOND AND PGB**

<b>A) NATIONALISED BANKS:</b>  <ol style="list-style-type: none"><li>1. State Bank of India</li><li>2. Allahabad Bank</li><li>3. Andhra Bank,</li><li>4. Bank of Baroda,</li><li>5. Bank of India,</li><li>6. Bank of Maharashtra,</li><li>7. Canara Bank</li><li>8. Central Bank of India,</li><li>9. Corporation Bank,</li><li>10. Dena Bank,</li></ol>	<ol style="list-style-type: none"><li>11. Indian Bank,</li><li>12. Indian Overseas Bank,</li><li>13. Oriental Bank of Commerce</li><li>14. Punjab &amp; Sind Bank,</li><li>15. Punjab National Bank,</li><li>16. Syndicate Bank,</li><li>17. UCO Bank,</li><li>18. Union Bank of India,</li><li>19. United Bank of India,</li><li>20. Vijaya Bank.</li></ol>
<b>B) OTHER PRIVATE BANKS:</b>  <ol style="list-style-type: none"><li>1. Axis Bank</li><li>2. Catholic Syrian Bank Ltd</li><li>3. City Union Bank Ltd</li><li>4. HDFC Bank Ltd.</li><li>5. ICICI Bank Ltd.</li><li>6. IDBI Bank Ltd.</li><li>7. Kotak Mahindra Bank Ltd.</li></ol>	<ol style="list-style-type: none"><li>8. South Indian Bank Ltd.,</li><li>9. Tamilnad Merchantile Bank Ltd.,</li><li>10. The Federal Bank Ltd.,</li><li>11. The Jammu &amp; Kashmir Bank Ltd,</li><li>12. The Karnataka Bank Ltd,</li><li>13. The Karur Vyaya Bank Ltd,</li><li>14. YES Bank</li></ol>
<b>C) FOREIGN BANKS:</b>  <ol style="list-style-type: none"><li>1. American Express Bank Ltd,</li><li>2. Bank of American National Trust &amp; Saving Association</li><li>3. Bank of Tokyo – Mitsubishi UFJ Ltd,</li><li>4. Barclays Bank PLC</li><li>5. BNP Paribas</li><li>6. Calyon Bank</li><li>7. Citibank .A.,</li></ol>	<ol style="list-style-type: none"><li>8. Deutsche Bank,</li><li>9. Development Bank of Singapore (DBS)</li><li>10. Hong Kong &amp; Shanghai Banking Corporation Ltd</li><li>11. P Morgan Chase Bank,</li><li>12. Royal Bank of Scotland</li><li>13. Standard Chartered Bank,</li></ol>

**DRAFT CONTRACT FOR IMPORT OF PRILLED/GRANULAR UREA (BULK)**  
**FERTILISER GRADE**

**CONTRACT No. RCF/UREA/IMP/2019-20/1**

**DATED: \_\_\_\_\_**

BETWEEN

SELLER'S NAME: \_\_\_\_\_

FULL ADDRESS: \_\_\_\_\_

TELEPHONE NOS: \_\_\_\_\_

FAX NO: \_\_\_\_\_

E.MAIL: \_\_\_\_\_

Hereinafter called the Seller (which expression shall in so far as the context admits, include its successors and assigns) of the first part.

**AND**

Rashtriya Chemicals and Fertilizers (A Government of India Undertaking) having its registered office at Priyadarshini Building, Eastern Express Highway Sion, Mumbai-400 022 hereinafter called the Buyer (which expression shall in so far as the context admits, include its successors and assigns) of the other part.

The following is agreed to:

Whereas, seller is in the business of fertilizers and deals in International Trade.

Whereas, buyer desires to purchase urea, as more specifically set forth in this contract from seller.

Whereas, seller desires to sell urea to buyer.

Whereas, it is the intention of parties that seller shall sell urea as more specifically set forth in this contract herein, buyer will purchase urea from seller based on terms and conditions set forth herein.

Whereas, the parties agree that Department of Fertilizer (DOF), under Ministry of Chemicals and Fertilizers, Government of India is not a party to this contract. However, DOF is the final buyer and the buyer acts only as a facilitator.

Whereas, the parties Agree that the buyer can make a reference to DOF for any discretion or decision or any issue/matter under this contract, if it deems fit.

Whereas, the parties agree that decision/direction of DOF shall be final, binding and acceptable to the parties in the interest of country (India), if referred to DOF by the buyer.

It is mutually agreed and declared by and between parties hereto as follows:-

1. **QUANTITY:**

The Sellers agree to sell and the Buyers agree to buy a quantity of \_\_\_\_\_MT (+/-) 5% tolerance Bulk Urea prilled /granular under the terms and conditions set out here under:

DESCRIPTION OF MATERIAL	QUANTITY IN METRIC TONNE (MT) (+/-) 5%	PORT(S) OF DISCHARGE
BULK UREA 46%NITROGEN FERTILIZER GRADE		

Total quantity to be supplied shall be \_\_\_\_\_ **MT (+/-) 5%** tolerance in \_\_\_\_\_ or more lots.

2. **QUALITY, SPECIFICATIONS AND METHODS OF ANALYSIS:**

As per **Annexure-I** attached.

In the event of any consignment not conforming to the contractual specifications, the Buyers have the unfettered right to reject the same and/or levy penalties and/or recover damages as per **Annexure-II** (attached).

**NOTES:**

- i. Samples to be taken, held and composited by such procedure as will produce a truly representative final sample with particular care being taken to preclude moisture changes , and
- ii. Sampling to be performed per 250/500 MTs at prescribed intervals and preferably to be done during loading aboard the vessel.

3. **SHIPMENT/DELIVERY SCHEDULE:**

Shipment from Load ports latest by **30-DEC-2019**. Timely shipment of cargo is the essence of the contract and shall be treated as firm.

In case of multiple Bills of lading for one vessel, the date of Bill of lading issued in the last shall be treated as shipment date for the total cargo loaded in that vessel.

Any delay in effecting contracted shipments will render sellers liable for breach of contract and shall be dealt as per serial no. 4 below i.e. Default.

In case of delay in shipment by the seller, on request of seller, buyer may intimate DOF and seek their approval for acceptance of extension for last date of shipment. Such approval will be conveyed to seller, if received by buyer within 4 working days from date of receipt of letter/ e-mail by buyer. However requesting DOF for extension is at sole discretion of buyer.

IN case delayed shipment is accepted, then default clause mentioned at clause 4 below will be applicable.

**4. 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/deliver the material within the time stipulated in the contract, the same shall be treated as breach of contract unless specifically extended by buyer/DOF in writing. Under such situation, it is agreed that the Buyer shall have the following options to safeguard it's interest:-

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

To recover as liquidated damages and not by way of penalty/damages, for the period after this 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 2% of the contract value of the undelivered material per month, or part thereof. The Liquidated damages received from the seller shall ultimately be paid to DOF.

**OR**

To accept the supplies (full or part) of the delayed shipments, subject to seller's confirmation of the revised lower prices intimated by the Buyers, based on the prevailing import prices in India, established through subsequent tender(s) by State Trading Enterprises (STEs).

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

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**

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) Further in addition to (a) and (b) 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 India.

However, the buyer / DOF reserve the right to invoke the PG Bond submitted by the seller for ensuring performance under the 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/DOF in this regard will be conclusive and shall be binding on the Seller.

**5. PRICE:**

In Bulk Trimmed PMT nett. weight:

US\$PMT .....FOBT

US\$PMT .....CFR FO

(US Dollars..... only PMT FOBT/ CFR FO)

**6. ORIGIN:**

Of \_\_\_\_\_ origin.

**7. PAYMENT:**

Payment without prejudice to Buyer's right to damages under terms of the Agreement, payment shall be effected through an irrevocable and non-transferable letter of credit (as per proforma given at **Annexure-XIV**) through a prime bank of international repute. Reimbursement shall be made within five working days of receipt of documents at the counters of the LC opening bank. The L/C covering 100% value of the contracted quantity including plus tolerance will be established by the buyer on receipt of acceptable PBG as well as signed Agreement and on nomination of vessel and its acceptance by DOF. The letter of credit shall be payable for 100% of the invoice value based on load port results and against presentation of the following documents:-

- i. Commercial invoice in three originals and seven certified copies in the name of Rashtriya Chemicals and Fertilizers Ltd. Mumbai.
- ii. All three original negotiable copies of the clean shipped on board marked freight payable (as per charter party) Bill of Lading and three non-negotiable copies thereof, showing Ministry of Chemicals and Fertilizers (Department of Fertilizers) Govt. of India as consignee and notify party as the Rashtriya Chemicals and Fertilizers Ltd. Mumbai. Charter party bill of lading acceptable provided it bears an endorsement that all terms and conditions of the relevant charter party are deemed to have been incorporated therein. BL signed by freight forwarders not acceptable.
- iii. One or Two original Certificate of origin along with five copies thereof duly signed/ issued by Chamber/ Ministry of Commerce, Industry or Trade and/ or any other competent authority certifying therein the country of origin of goods. For Chinese origin cargo, Certificate of Origin issued by 'China Council for the Promotion of International Trade' is acceptable.
- iv. One original and a copy of load port draft survey report issued by buyers' Inspection agency.
- v. Beneficiary/seller's original certificate of inspection along with three copies showing quality, quantity, weight and method(s) of analysis as per Annexure-I of the contract adopted and being certified by the buyers' Inspection agency.
- vi. (a) One original along with three copies certificate of inspection thereof issued by the

- buyer's inspecting agency showing the analysis and weight and the method of analysis adopted, strictly as per **Annexure-I**.
- (b) A separate quality certificate issued by the designated inspection agency (One original + Three Copies).
- vii. Copy of transmitted e-mail sent by the beneficiary to RCF informing about despatch of two originals of Loadport Quality Certificates (issued by RCF's designated Load port Inspection Agency) sent directly by Beneficiary to RCF through a First class international courier within 3 working days after date of sailing of vessel from load port. The said e-mail should show following attachments had been sent with the e-mail:-
- (a) Two scanned copies of Loadport Quality Certificates.
  - (b) Copy of courier receipt (showing beneficiary as consignor/sender) mentioning details of courier number, date, etc.
- viii. Copy of courier receipt (as per beneficiary's e-mail at Serial No. vii above) through which two originals Load port Quality Certificates were sent directly by the beneficiary to RCF within 3 working days after date of sailing of vessel from load ports.
- ix. Copy of RCF's letter confirming receipt of approval of Transchart, Ministry of Shipping (in case of CFR FO contracts).
- x. Freight certificate to accompany all CFR shipments.
- xi. Certificate from the Beneficiary to the effect that the following documents have been dispatched to RCF, Mumbai address mentioned above by international recognized courier. Copy of courier receipts to form part of negotiable documents
- (a) 3 Non Negotiable copies of Bill of Lading.
  - (b) 3 Copies of Commercial Invoices.
  - (c) 3 Copies of Certificate of Origin.
- xii. Copy of e-mail sent by beneficiary to RCF within 24 hrs. after departure of the vessel from loadport giving following information:-
- (a) Name of the vessel
  - (b) Date of sailing
  - (c) Quantity shipped
  - (d) BL No. & date
  - (e) Invoice No., date and value
- xiii. Certificate from the beneficiaries/manufacturers that the material supplied under the contract is correct as to quantity and quality and specifications as per Annexure-I, rate, total value and the payment is due in accordance with the terms of the contract at the time of presentation of documents.
- xiv. Certificate of Cleanliness of holds issued by the buyer's Inspection agency.
- xv. Beneficiary is required to send by Fax / E-mail copies of all negotiable documents to Rashtriya Chemicals & Fertilizers Limited, Mumbai, Fax No.: 91-22-25522320 E-mail- [nareshsharma@rcfltd.com](mailto:nareshsharma@rcfltd.com), [ssmenon@rcfltd.com](mailto:ssmenon@rcfltd.com), [mypadghan@rcfltd.com](mailto:mypadghan@rcfltd.com) before negotiation of this LC. Beneficiary's certificate to this effect forms part of negotiable documents.
- xvi. Two Original along with two copies each of stowage plan.



- xvii. A Certificate from the Master of the vessel or its agent certifying that the shipment is by seaworthy vessel and Classified 100 A-1 by Lloyds or Equivalent Class.
- xviii. In case of CFR FO contract, a certified copy of NOR (Notice of readiness) tendered and accepted by Receivers or their agents at the nominated Indian discharge port (For Category-III suppliers only).

**Contract No. & Date and Letter of credit No. & Date must be mentioned on all Bills of Lading, Certificates of origin, Quality Certificates and Commercial Invoices.**

All Bank charges in India for the establishment of letter of credit shall be borne by the Buyer. All Bank charges outside India shall be to the account of the Seller. In case confirmation of the Letter of Credit is required by the seller the same shall be at the cost and expenses of the seller. The Letter of Credit amendment/extension charges, if any, shall be borne by the party responsible for occasioning the amendment/extension. On the date of negotiation, sellers will inform the buyer's details of negotiation such as contract no., vessel's name, date of sailing, amount of invoice negotiated, name of bank and date of negotiation by E-mail.

**8. PRE-SHIPMENT INSPECTION FOR QUALITY & WEIGHT:**

Buyer shall have the right to inspect fertilizer at all reasonable times prior to shipment thereof by appointing their own Inspecting Agency.

- i. Inspection will be carried out before shipment by the buyer or their authorized representative/appointed Inspecting Agency at the factories of the supplier/ manufacturer and/or at any other place including at the port of loading at their discretion.
- ii. At least 10 (Ten) days clear notice in writing shall be given by the Seller before loading the cargo into container/barges or directly into the ship at the producing factory to the buyer's authorized Inspecting Agency with fax/cable intimation to buyer. The notice to the Inspecting Agency and intimation to the buyer shall contain the following information;
  - a. Location of producing factory;
  - b. Contract Number and description of fertilizers;
  - c. Date of loading/despatch from factory;
  - d. Quantity to be shipped, name of the vessel and port of loading.
- iii. (a) For purposes of determining quality, the Inspecting Agency may at their discretion draw samples of material at the producing factory as specified in the contract but shall draw samples in all cases during the loading of the vessel with a view to ensure that the material loaded conforms to the contractual specifications. A clear inspection note will be released by the Inspecting Agency only if they are satisfied with the contractual specifications of the Cargo loaded.
  - (b) Samples so drawn shall be sent to the laboratory nominated by the Inspecting agency.
- iv. The Seller will provide free of cost facilities to the Inspecting Agency for taking the samples.
- v. Factory production analysis records shall be made available for the scrutiny of the Inspecting Agency for checking whether the material produced is in conformity with the contractual specification. This will include distribution of particle size & coating as well as nutrient contents etc.
- vi. After inspection and sampling, the analysis report, weight records and other data required by the Inspecting Agency shall be forwarded to them. A copy of the vessel's Bill of Lading shall

also be provided as evidence of quantity loaded in good condition i.e. clean. All documents regarding shipment shall be couriered/ airmailed immediately to avoid delay in the issue of Inspection certificate for claiming payment by the Sellers.

- vii. Analysis report should specify the nutrients and other requirements of the contract specification. 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 the name of the vessel. If more than one factory supplies cargo for same vessel, a separate factory analysis report shall be provided for each of the factories.
- viii. The weight should be determined by conducting draft survey before loading of the cargo and after completion of the loading of the cargo through an independent internationally reputed surveyor at buyer's cost. Bill of Lading and Invoice will show draft survey weight.

#### **9. CHECK WEIGHMENT AND QUALITY AT THE INDIAN PORT OF DISCHARGE:**

- i. Sellers & Receivers at the discharge port will appoint, at their own cost an independent surveyor for conducting joint draft survey.

Final weight as determined by Joint draft Survey (JDSR) conducted at the discharge port shall be treated as final and binding on the Seller.

- ii. The weight determined by Joint Draft Survey at discharge port would be final and binding on the Seller for the purpose of payment. Payment will be released for actual quantity after JDSR at discharge port or B/L quantity, whichever is lower. Quantity declared as damaged cargo shall be treated as quantity delivered short and shall be treated accordingly.
- iii. Buyer and/or its Receivers shall draw samples for determining the quality of the cargo at the port of discharge through an independent reputed Inspection Agency or may opt for the mandatory inspection from Central Fertilizer Quality Control and Training Institute (CFQC&TI), Faridabad (India) or any of its regional laboratory. The quality so determined at discharge port shall be final and binding on the Seller.
- iv. The Seller, shall nominate its representative to supervise the draft survey and drawal of samples at discharge port at his own expenses. RCF will advise the port of discharge immediately on its nomination by the Department of Fertilizers. The names of such representatives with their telephone no., fax nos. and full address shall be advised by the Sellers to RCF within two working days. All the authorised representatives will sign at the time samples are sealed without exception. Two such sealed samples will be kept by the representatives of Central Fertilizer Quality Control & Training Institute or any of its regional laboratory and the third sealed sample will be handed over to the representative of the Seller.

In case the Seller's representative for whatever reason does not associate himself at the time of drawl of samples etc., it is clearly understood that the drawl of sample by the representative of CFQC&TI or any of its regional laboratory shall be final and binding.

- v. In case, payment is already released to the Seller, the payment for shortage in quantity, as revealed by the joint draft survey at discharge port vis-a-vis the Bill of Lading quantity, and the amount of penalties levied on account of deviations in quality (Nutrients, Moisture and particle size) on the basis of discharge port analysis as per **(iii) above** vis-a-vis specifications in the contract would be paid by the seller within 30 days from the date of claim failing which RCF shall have recourse to the PG Bond executed by the sellers. Further, the Seller shall also

make good such other incidental recoveries made by Department of Fertilizers arising out of such short delivery through payment to RCF directly within 15 days of notification by RCF.

- vi. In case the entire cargo is rejected at the discharge port and/or declared unfit for direct application as fertilizer, and/or declared non-standard, as evidenced by the quality report of Central Fertilizer Quality Control & Training Institute, Faridabad or any of its regional laboratory, the Seller shall refund landed cost of the cargo found unfit as well as all consequential handling and distribution costs thereof immediately on Buyers first demand within 7 days of buyer's 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 without waiting for Umpire analysis or the result of Umpire Analysis.
- vii. In the event of supply of short or damaged cargo, in addition to cost of such cargo, losses on account of exchange rate fluctuation, pro rata bank charges & insurance charges and other incidental charges as recovered/deducted by DOF and/or by Insurance Company from RCF shall be to the account of Seller.

#### **10. UMPIRE ANALYSIS:**

- i. The Buyer and/or Receivers' representative and the Seller's representative must be present at the time of sample collection at discharge port. The Receiver will organize entry passes for the representative of Faridabad Laboratory or any of its regional laboratory and Seller's representative. A part of the discharge port sample will be kept by the Seller's representative and one part by Faridabad Laboratory or any of its regional laboratory for future reference in case of dispute. In case it is required, the reference sample for umpire analysis will be the sample retained by Central Fertilizer Quality Control & Training Institute, or any of its regional laboratory only.
- ii. In case of dispute about quality, the Seller has right for umpire analysis. In such circumstances reference sample will be sent to the umpire laboratory and Umpire Analysis would be done in all the parameters and the result of umpire laboratory will be binding on both Seller and Buyer. The cost of umpire analysis will be borne by the losing party.

The umpire analysis will be done by a reputed Inspection Agency nominated by RCF and/or its Receiver. The umpire agency shall be one of the laboratories notified for the referee analysis in the Fertilizer Control Order 1985 (as amended up to the date of tender closing) and will be the one other than the load port/discharge port Inspection Agency. The seller shall have the right to select at least 3 (three) eligible laboratories for umpire analysis, out of which RCF and/or Receivers shall nominate one agency.

Seller will be ineligible for asking for Umpire analysis in case, he/his representative does not sign the sample slip/ relevant documents or is not present at the time of collecting the sample drawn by representative of surveyor/ inspection agency nominated by RCF or its nominee.

- iii. In the event of disagreement in the discharge port draft survey results, about quantity at discharge port and any of the parties representing the ship owners/foreign suppliers and Receivers etc. refused to sign or signs under protest the Joint draft survey report, RCF and/or its Receivers may at its discretion go in for recalculation of quantities by Umpire Survey. The Umpire Surveyor shall be nominated from the panel drawn by the Department of Fertilizers (GOI). The Umpire agency will be the one other than the load port Inspection Agencies as well as discharge port inspection agencies nominated by ship owners, sellers and Receivers.

The decision of Umpire Surveyors will be binding on both seller and buyer. The cost of Umpire survey shall be equally borne by the parties.

- iv. The penalties for deviations in specifications found at discharge port will be recovered on the basis of scales given in Annexure-II.

**11. SHIPPING INTIMATION /ADVICE:**

- (a) Within 2 days on completion of loading and sailing of vessel, the seller shall advise the buyer by e-mail/ fax the name of the vessel, date of sailing, quantity shipped, BL No. & date, Invoice No., date & value.
- (b) Suppliers must send scanned copy of Bill of Lading, Invoice, Certificate of Inspection and separate Quality Certificate issued by designated Inspection agency on e-mail within 72 hours of sailing of the vessel from loadport.
- (c) Suppliers are required to despatch two originals of Loadport Quality Certificates issued by RCF's designated Loadport Inspection Agency directly to RCF by First class international courier within 3 working days after date of sailing of vessel from loadports. In addition, suppliers to immediately (on the same day of despatch of courier) intimate RCF through e-mail regarding despatch of two originals Loadport Quality Certificates by them providing details of courier number, date, etc. along with scanned copies of Loadport Quality Certificates and courier receipt (showing beneficiary as consignor/sender) through which two originals Loadport Quality Certificates are being sent by them. Copies of transmitted e-mail and courier receipt shall be part of negotiable documents to be submitted in bank for release of payment.
- (d) Suppliers are also required to despatch directly to the buyer three non-negotiable sets along with three photocopies of negotiable sets each of following documents through Internationally reputed courier within 7 days from the date of sailing of the vessel:
- i. Clean on Board Bill of Lading showing Ministry of Chemicals and Fertilizers, Govt. of India as the consignee and RCF as the notify party.
  - ii. Signed commercial invoice issued by sellers for 100% of value.
  - iii. Certificate of Origin.
  - iv. Certificate of analysis of cargo issued by RCF's nominated Inspection agency at loadport.
  - v. Quality Certificate issued by RCF's nominated Inspection agency.
  - vi. Draft survey report/ certificate issued at loadport showing quantity loaded.
- (e) Sellers are required to inform the following details to the buyers by fax immediately on negotiation of documents under buyer's L/C to facilitate the buyers to provide necessary funds in their bank account to honour their documents:-
- i. Date of negotiation.
  - ii. Amount negotiated.
  - iii. Expected date of receipt of documents at opening bank's counter.
  - iv. Courier receipt no. and date.

**12. WHARFAGE/DEMURRAGE:**

If any wharfage or demurrage results at the port of discharge due to negligence of or any cause attributable to the Seller or their nominee including negligence of sending correct and complete documents in time connected with the shipment of material under this contract and if in consequence thereof, clearance of the consignment by the buyer or delivery of goods is

delayed resulting in wharfage or demurrage such wharfage or demurrage shall be to the account of the seller. Similarly any wharfage or demurrage resulting from the negligence or default on the part of Buyer shall be to the Buyer's account.

**13. PERFORMANCE BANK GUARANTEE/BOND:**

The Seller shall establish an unconditional irrevocable Performance Bank Guarantee (PBG) as per RCF format enclosed with tender documents in favour of the Buyer from any approved bank of RCF through its branch office preferably in Mumbai (India) for a value of% (as applicable) of the total contract value of the maximum guaranteed quantity to be shipped under the contract including plus tolerance as per clause no.1 above, within 10(Ten) days of the conclusion of business covered by this contract.

Performance Guarantee Bond executed by Sellers will be required to be kept valid till all claims/ dues payable by Seller to Buyer against the contract including performance, weight and quality basing on discharge port results, any penalties/damages, despatch/ demurrage etc. are settled. It is clearly understood that in the event of the claim amount of Buyers being more than the PBG value, the Seller shall enhance the value of the PBG immediately to cover such claim amount. Further, it is clearly understood that in the event of any default in the fulfillment of any of the obligation of the Seller, the seller's liability will not be limited to the extent of the value of the PBG. The decision of Buyer shall be binding on the Seller.

The Buyer shall have the right and fullest liberty to exercise its right to forfeit/enforce the PBG/PERFORMANCE Bond for the purpose of this Contract and buyers' decision shall be binding on the Seller in case Sellers fails to perform all or any of their obligations under the Contract or supply material short than the contracted quantity as revealed by the Joint Draft Survey at the discharge port or if penalties/damages are levied due to quality deviations (nutrients/ moisture/ particle size) from contractual specifications as revealed by discharge port analysis report or liability towards dead freight, despatch/demurrage, liquidated damages due to delay in shipments and/or other recoveries are not settled by the Seller. Any bank charges/ commission on account of furnishing PBG shall be borne by Seller.

**14. SHIPPING TERMS ANDCONDITIONS:**

As per Annexure-VII & VIII attached.

**15. FREIGHTFORWARDERS:**

Buyer shall appoint their own freight forwarders after signing of this contract and shall intimate the same to the Seller in due course. As soon as the Seller is in a position to load the vessel they shall intimate the freight forwarders appointed by the Buyer about the same.

**16. SETTLEMENT OF DESPATCH & DEMURRAGE:**

The Seller guarantees to prepare the lay days statement on the basis of the certified statement of facts and send it to the Buyer within 15 (Fifteen) days of the date of sailing of the vessel. After the lay days statement has been accepted by the Buyer, the monetary settlement of despatch/demurrage shall be effected by the respective parties within one month of the date of acceptance of the lay days statement. In case SOF is not given by the suppliers within 15 days from shipment date, buyers shall have the right to invoke PBG and

receive loadport demurrage/disport dispatch based on buyer's calculations.

**17. TITLE AND RISK:**

Title to the goods and risk shall pass from Seller to Buyer on material crossing the ship rail at loading port.

**18. TAXATION:**

All taxes, duties, levies, charges, cesses, etc. in the nature of taxes or penalty/damages which may be imposed outside India on Urea will be to the account of the Seller.

Any taxes, duties or levies in the nature of taxes which may be imposed on the quantity of urea discharged in India, shall be to the account of the Buyer.

**19. 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 by giving written notice to other party 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.

**20. ARBITRATION:**

In the event of any dispute arising between the Parties in relation to or under this Agreement the same shall be settled by arbitration conducted in accordance with the Rules of Arbitration of the Indian Council of Arbitration, as amended from time to time. The decision of the arbitration tribunal shall be final and binding. The venue of the arbitration shall be Mumbai, India. The language of arbitration shall be English. The governing laws shall be laws of India. The arbitral award shall be enforced in accordance with the provisions of the Arbitration and Conciliation Act, 1996 or any of its amendments thereof.

**21. INDIAN AGENTS COMMISSION:**

If any, shall be paid by the suppliers directly including commission payable to foreign companies.

**22. AMENDMENTS:**

Any amendments and additions to this contract shall be valid only if made in writing duly signed and stamped by both the parties.

**23. ASSIGNMENTS PROHIBITED:**

The seller shall not assign or delegate or transfer any of their duties, rights, interest, obligation due here under this contract in full or part to any party without prior written consent of the Buyer. The provisions of this paragraph shall also apply to:

- (a) Sub-contracting for the procurement of commodity purchased hereunder; and
- (b) A sale or encumbrance of substantially all of the Seller share or assets, a merger of Seller's business or insolvency or Receivership proceedings in respect of Seller business.

**24. INDEMNITY**

The seller undertakes and agrees to compensate, indemnify, defend and hold harmless RCF for all liability, losses, damages and claims, including but not limited to fines, penalties, interest, legal or consultant fees and other loss and costs etc. arising out of or relating to its liability or breach of its obligations in accordance with the provisions of this contract and/or any misrepresentation or breach of its representations or warranties set out in this contract etc.

**25. SPECIAL CONDITIONS**

- i. Any claim, dispute, or controversy arising out of, or in relation to, this contract, the interpretation thereof, the activities performed hereunder, or the breach thereof, which cannot, within a period of 30 days from receipt of notice by the Defaulting Party, be satisfactorily resolved by mutual understanding between the Parties, shall be finally settled through arbitration. Failing resolution of the dispute within the above period of 30 days, aggrieved Party may commence arbitration proceedings in order to resolve the dispute.
- ii. A waiver, whether oral or in writing, expressed or implied, by any Party of any failure by a Party in the observance and performance of any of the terms, conditions, obligations, responsibilities, or duties set forth in this contract shall not constitute or be construed as a waiver of any subsequent or other failure.
- iii. It is expressly understood and agreed by and between the buyer/seller that RCF is making the purchases on account of Department of Fertilizer (DOF). In case of any deductions are made from the bills of RCF by Department of Fertilizer (DOF) Govt. of India on account of deviations in the specifications or due to short-landing at discharge port visa-vis Bill of Lading Quantity or on any other account, the amount will be reimbursed by the seller. Despatch/demurrage in case of load port for FOB shipments and discharge port in case of C&F FO shipments as settled by the RCF, Mumbai shall be final and binding on Sellers.

For acceptance of vessel, receiver nomination and Letter of Authority at discharge port, extension of shipment period, approval of DOF will be sought by buyer and once the same is

received from DOF the same can be conveyed to seller.

**26. INTEGRITY PACT:**

M/s \_\_\_\_\_ (Bidder) and RCF agree that Integrity Pact is a part of this contract and both the parties are bound by its provisions.

**27. OTHER CONDITIONS:**

Buyer shall arrange to obtain the relative import licenses and get them revalidated whenever necessary. Similarly, the Seller shall arrange to obtain export license, if needed, for the export of goods from their country. The goods shall not be shipped till the import license number and date are communicated in writing to the Sellers and all shipping documents shall bear the relative contract number and the import license number and date. All taxes, duties, levies, cesses etc. in the Sellers and Buyers countries shall be to their respective accounts.

**28. GENERAL:**

All communication/notices required to be given by the Seller to the Buyer under this contract, should reach the Buyer in Mumbai (India) latest by 1600 hours (IST) on the dates specified in this contract. All other important communications are to be sent by the Sellers so as to reach by 1600 hours (IST) only on working days of RCF.

Seller shall courier through a reputed international express courier service two copies each of non-negotiable bills of lading, nominated load port surveyor's signed certificate(s), signed invoice and certificate of origin within 7 (Seven) days of the date of last Bill of Lading of each cargo to the Buyer. Seller shall advise the particulars of such despatch of documents by fax/telex to the Buyer immediately after despatch thereof.

29. This contract is in confirmation to our Letter of Award/Intent \_\_\_dated:\_\_\_\_\_.

**30. SEVERABILITY:**

Seller and Buyer agrees that if any of the provision of this Contract becomes invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired. Notwithstanding the foregoing, the parties shall thereupon negotiate in good faith in order to agree to the terms of a mutually satisfactory provision, achieving as nearly as possible the same commercial effect, to be substituted for the provision so found to be invalid, illegal or unenforceable.

**31. CONFIDENTIALITY:**

The parties shall treat the terms and conditions of this contract as confidential and proprietary information during the validity of the contract and two years after the completion or termination of contract. Neither party shall disclose any such information to any third party without the other party's prior written consent, which consent shall not be unreasonably withheld; provided, however, that no such consent shall be needed where such disclosure (i) is required by law, regulation, or regulatory agencies having jurisdiction over one of the parties or (ii) is made in connection with a party's assertion of a claim or defense in a legal proceeding, and that in either of these events, the party intending to make



such disclosure shall advise the other party in advance and cooperate to minimize the disclosure of any such information except disclosure made by the buyer to inspection agency for carrying out inspection of the cargo, DOF, Receiver of the cargo and banks (for LC opening/CAD negotiation).

**32. 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.

**33. GOVERNING LAW:**

The contract shall be constructed and governed by Indian Law.

**34. NOTICE:**

For the purpose this agreement, any notice and all other communication provided for in this agreement shall be in writing and shall be deemed to have been duly given when received at the respective addresses set forth below:

For Seller: <Address of the seller>

For Buyer: RCF Ltd., Administration building, Commercial Dept., Ground floor, Mahul Road, Chembur, Mumbai 400074.

**35. PREVIOUS CORRESPONDENCE:**

- i. After the signing of this contract, all previous correspondence and negotiations pertaining thereto shall stand superceded by the terms and conditions of this contract which shall prevail.
- ii. Terms and conditions of Tender No. RCF/FERT/UREA/IMP/1/2019-20dated 06-NOV--2019 which are not in conflict with or at variance or inconsistent with the terms hereof, shall form an integral part of this contract.

IN WITNES WHEREOF the parties hereto have signed this agreement on \_\_\_ Day of \_\_\_

**SELLER**

For and on behalf of: For and on behalf of:

Signature \_\_\_\_\_

Full Name

Designation

Stamp of the Company

**BUYER**

Signature \_\_\_\_\_

Full Name

Designation

Stamp of the Company

**PROFORMA FOR LETTER OF CREDIT**

**From any Indian/Foreign Banks (at the option of Buyer)**

40 A FORM OF DOCUMENTARY CREDIT : IRREVOCABLE

20 TRANSACTION REFERENCE NUMBER DOCUMENTARY CREDIT NUMBER : XXXXXXXX

31 C DATE OF ISSUE : [ ]

31 D DATE AND: PLACE OF EXPIRY:

51 APPLICANT BANK

50 APPLICANT: RASHTRIYA CHEMICALS AND FERTILIZERS LIMITED  
PRIYADARSHINI BUILDING,  
EASTERN EXPRESS HIGHWAY SION,  
MUMBAI-400 022

59 BENEFICIARY :

32 B CURRENCY CODE, AMOUNT :

39 A VARIATION ON L/C AMOUNT:

41 A AVAILABLE WITH/BY :

42 A DRAWEE BIC:

42 C DRAFTS AT: SIGHT

43 P PARTIAL SHIPMENTS : NOT ALLOWED

43 T TRANS-SHIPMENT : NOT ALLOWED

44 E LOADING ON BOARD/  
DISPATCH/ TAKING IN  
CHARGE AT/FROM

44 F FOR TRANSPORTATION TO:

44 C LATEST DATE OF SHIPMENT:

45 A DESCRIPTION OF GOODS AND/OR SERVICES: \_\_\_\_\_MTS +/- 5% BULK UREA 46 PCT MINIMUM NITROGEN FERTILIZER GRADE AT A PRICE OF USD \_\_\_\_\_PMT CFR FO, INDIA.

46 A DOCUMENTS REQUIRED:

1. COMMERCIAL INVOICE IN THREE ORIGINALS AND SEVEN CERTIFIED COPIES IN THE NAME OF RASHTRIYA CHEMICALS & FERTILIZERS LIMITED, MUMBAI.
2. ALL THREE ORIGINAL NEGOTIABLE COPIES OF BILL OF LADING MENTIONING " CLEAN SHIPPED ON BOARD AND MARKED" FREIGHT PAYABLE AS PER CHARTER PARTY AND THREE NON- NEGOTIABLE COPIES THEREOF, SHOWING MINISTRY OF CHEMICALS AND FERTILIZERS (DEPARTMENT OF FERTILIZERS) GOVT. OF INDIA AS CONSIGNEE AND NOTIFY PARTY AS THE RASHTRIYA CHEMICALS AND FERTILIZERS LIMITED, MUMBAI. CHARTER PARTY BILL OF LADING ACCEPTABLE PROVIDED IT BEARS AN ENDORSEMENT THAT ALL TERMS AND CONDITIONS OF THE RELEVANT CHARTER PARTY ARE DEEMED TO HAVE BEEN INCORPORATED THEREIN. BL SIGNED BY FREIGHT FORWARDERS NOT ACCEPTABLE.
3. ONE OR TWO ORIGINAL CERTIFICATE OF ORIGIN ALONG WITH FIVE COPIES THEREOF DULY SIGNED/ISSUED BY CHAMBER/ MINISTRY OF COMMERCE, INDUSTRY OR TRADE AND/OR ANY OTHER COMPETENT AUTHORITY CERTIFYING THEREIN THE COUNTRY OF ORIGIN OF GOODS. FOR CHINESE ORIGIN CARGO, CERTIFICATE OF ORIGIN ISSUED BY 'CHINA COUNCIL FOR THE PROMOTION OF INTERNATIONAL TRADE' IS ACCEPTABLE.
4. ONE ORIGINAL AND A COPY OF LOAD PORT DRAFT SURVEY REPORT ISSUED BY OPENER'S INSPECTION AGENCY \_\_\_\_\_.
5. BENEFICIARY/ SELLER'S ORIGINAL CERTIFICATE OF INSPECTION ALONG WITH THREE COPIES SHOWING QUALITY, QUANTITY, WEIGHT AND METHOD(S) OF ANALYSIS ADOPTED, ACCORDING TO SPECIFICATIONS AND METHOD OF ANALYSIS MENTIONED BELOW AND THE SAME BEING CERTIFIED BY THE OPENER'S INSPECTION AGENCY:

S.NO.	CHARACTERISTICS	REQUIREMENTS
1.	Moisture percent by weight maximum	0.50%
2.	Total Nitrogen percent by weight (on dry basis) minimum	46.00%
3.	Biuret percent by weight, maximum	1.50%
4.	PARTICLE SIZE (PRILLED)	The portion of the material passing through 2.8 mm IS SIEVE (Tyler Sieve 7) and retained on 1 mm IS SIEVE (Tyler Sieve 16) shall not be less than 90% by weight, and not more than 5% by weight shall pass through 1.00

		mm IS SIEVE.
	OR PARTICLE SIZE(GRANULAR)	90% of the material shall pass through 4 mm IS SIEVE and be retained on 2 mm IS SIEVE. Not more than 5% shall be below 2mm IS SIEVE.
	<b><u>METHOD OF ANALYSIS</u></b>	
	Nitrogen	2.4.03 AOAC(1995)
	Biuret	2.4.23 AOAC(1995)
	Moisture -	D.4 (TFI,1982)
	PARTICLE SIZE	IV A, TFI, (1982)
	Sampling	2.1.01., AOAC (1995) ORIC 1, IC 2, (TFI - 1982) OR Schedule II A of FCO, 1985

6. (a) ONE ORIGINAL ALONG WITH THREE COPIES OF CERTIFICATE OF INSPECTION ISSUED BY OPENER'S INSPECTING AGENCY \_\_\_ SHOWING THE ANALYSIS AND WEIGHT AND THE METHOD OF ANALYSIS ADOPTED, STRICTLY AS PER SPECIFICATIONS AND METHOD OF ANALYSIS AS MENTIONED AT FIELD 46A CLAUSE NO. 5 ABOVE.
- (b) A SEPARATE QUALITY CERTIFICATE ISSUED BY THE DESIGNATED INSPECTION AGENCY- \_\_\_ (1 ORIGINAL+ THREE COPIES).
7. COPY OF TRANSMITTED E-MAIL SENT BY THE BENEFICIARY TO RCF INFORMING ABOUT DESPATCH OF TWO ORIGINALS OF LOADPORT QUALITY CERTIFICATES (ISSUED BY RCF'S DESIGNATED LOADPORT INSPECTION AGENCY) DIRECTLY BY BENEFICIARY TO RCF THROUGH A FIRST CLASS INTERNATIONAL COURIER WITHIN 3 WORKING DAYS AFTER DATE OF SAILING OF VESSEL FROM LOAD PORT. THE SAID E-MAIL SHOULD SHOW FOLLOWING ATTACHMENTS HAD BEEN SENT WITH THE E-MAIL:-
- (a) TWO SCANNED COPIES OF LOADPORT QUALITY CERTIFICATES
- (b) COPY OF COURIER RECEIPT (SHOWING BENEFICIARY AS CONSIGNOR/SENDER) MENTIONING DETAILS OF COURIER NUMBER, DATE, ETC.
8. COPY OF RCF'S LETTER CONFIRMING RECEIPT OF APPROVAL OF TRANSCART, MINISTRY OF SHIPPING (IN CASE OF CFR FO/ CIF CONTRACTS).

47 A ADDITIONAL CONDITIONS:

9. CERTIFICATE FROM THE BENEFICIARY TO THE EFFECT THAT THE FOLLOWING DOCUMENTS HAVE BEEN DESPATCHED TO RCF, MUMBAI ADDRESS MENTIONED ABOVE BY INTERNATIONAL RECOGNIZED COURIER. COPY OF COURIER RECEIPTS TO FORM PART OF NEGOTIABLE DOCUMENTS.
  - A) 3 NON NEGOTIABLE COPIES OF BILL OF LADING
  - B) 3 COPIES OF COMMERCIAL INVOICES
  - C) 3 COPIES OF CERTIFICATE OF ORIGIN
10. COPY OF FAX MESSAGE SENT BY BENEFICIARY TO RCF FAX NO.91-22-25522320/ 23701011 SENT WITHIN 24 HRS AFTER DEPARTURE OF THE VESSEL FROM LOADPORT GIVING DETAILS OF NAME OF VESSEL, DATE OF SAILING, QUANTITY SHIPPED, B/L NO. AND DATE, AND INVOICE NO., DATE & VALUE.
11. CERTIFICATE FROM THE BENEFICIARIES/ MANUFACTURERS THAT THE MATERIAL SUPPLIED UNDER THE CONTRACT IS CORRECT AS TO QUANTITY AND QUALITY AND SPECIFICATIONS AS MENTIONED AT FIELD 46A CLAUSE NO. 5 ABOVE, RATE, TOTAL VALUE AND THE PAYMENT IS DUE IN ACCORDANCE WITH THE TERMS OF THE CONTRACT AT THE TIME OF PRESENTATION OF DOCUMENTS.
12. CERTIFICATE OF CLEANLINESS OF HOLDS ISSUED BY THE OPENER'S INSPECTION AGENCY \_\_\_\_\_.
13. BENEFICIARY IS REQUIRED TO SEND BY FAX/E-MAIL COPIES OF ALL NEGOTIABLE DOCUMENTS TO RASHTIYA CHEMICALS ANF FERTILIZERS LIMITED MUMBAI , FAX NO. +91-22- 25522320, E-mail-id-.....RCFLTD.COM BEFORE NEGOTIATION OF THIS LC. BENEFICIARY'S CERTIFICATE TO THIS EFFECT FORMS PART OF NEGOTIABLE DOCUMENTS.
14. TWO ORIGINAL ALONG WITH TWO COPIES EACH OF STOWAGE PLAN.
15. A CERTIFICATE FROM THE MASTER OF THE VESSEL OR ITS AGENT CERTIFYING THAT THE SHIPMENT IS BY SEAWORTHY VESSEL AND CLASSIFIED 100 A-1 BY LLOYDS OR EQUIVALENT CLASS.
16. IN CASE OF CFR FO CONTRACT, A CERTIFIED COPY OF NOR (NOTICE OF READINESS) TENDERED AND ACCEPTED BY RECEIVERS OR THEIR AGENTS AT THE NOMINATED INDIAN DISCHARGE PORT (FOR CATEGORY-III SUPPLIERS ONLY)
17. COPY OF COURIER RECEIPT (AS PER BENEFICIARY'S E-MAIL AT FIELD 46A CLAUSE NO. 7 ABOVE) THROUGH WHICH TWO ORIGINALS LOADPORT QUALITY CERTIFICATES WERE SENT DIRECTLY BY THE BENEFICIARY TO RCF WITHIN 3 WORKING DAYS AFTER DATE OF SAILING OF VESSEL FROM LOADPORTS.
1. ALL BANK CHARGES AND OTHER CHARGES INCLUDING LEVIES, TAXES ETC. OUTSIDE INDIA ARE FOR BENEFICIARY'S ACCOUNT. L/C AMENDMENT AND EXTENSION CHARGES WILL BE TO THE ACCOUNT OF THE PARTY RESPONSIBLE FOR OCCASIONING THE EXTENSION/ AMENDMENT AND THE DECISION OF THE OPENER IN THIS REGARD WILL BE FINAL.
2. INVOICES TO QUOTE
  - (A) CONTRACT NO. \_\_\_\_\_ DATED \_\_\_\_\_.
  - (B) THIS IRREVOCABLE LETTER OF CREDIT NO. & DATE.
  - (C) IMPORT IS COVERED UNDER NON NEGATIVE LIST OF IMPORT EXPORT POLICY 2015-2020
2. THIRD PARTY DOCUMENTS EXCEPT INVOICE AND DRAFT ARE ACCEPTABLE.

3. TOLERANCE OF PLUS OR MINUS 5 PER CENT ALLOWED IN QUANTITY AND VALUE.
4. USD \_\_\_\_\_ WILL BE DEDUCTED FOR EACH DISCREPANCY IN THE DOCUMENT.
5. DISCREPANT DOCUMENTS WILL BE SENT STRICTLY ON COLLECTION BASIS.
6. NEGOTIATION UNDER RESERVE IS NOT PERMITTED.
7. ALL DOCUMENTS TO BE IN ENGLISH LANGUAGE HOWEVER DOCUMENTS ISSUED IN ENGLISH TOGETHER WITH OTHER LANGUAGE(S) ARE ALSO ACCEPTABLE.
8. SATURDAY WILL NOT BE TREATED AS A BANKING DAY.
9. NEGOTIATING BANK WILL BE PROVIDED WITH THE REIMBURSEMENT AUTHORIZATION WITHIN 5 (FIVE) INTERNATIONAL BANKING DAYS AFTER RECEIPT OF DOCUMENTS AT THE COUNTER OF THE LC OPENING BANK IF THE DOCUMENTS ARE STRICTLY AS PER LC TERMS.
10. EXCEPT AS OTHERWISE EXPRESSLY STATED THIS DOCUMENTARY CREDIT IS SUBJECT TO UNIFORM CUSTOMS AND PRACTICES FOR DOCUMENTARY CREDIT 2007 REVISION, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600.
11. SELLERS ARE REQUIRED TO INFORM THE FOLLOWING DETAILS TO THE BUYERS BY FAX IMMEDIATELY ON NEGOTIATION OF DOCUMENTS UNDER BUYER'S LC TO FACILITATE THE BUYER'S TO PROVIDE NECESSARY FUNDS IN THEIR BANK ACCOUNT TO HONOUR THEIR DOCUMENTS.
12. I. DATE OF NEGOTIATION  
 II. AMOUNT NEGOTIATED  
 III. EXPECTED DATE OF RECEIPT OF DOCUMENTS AT OPENING BANK'S COUNTER.
13. CONTRACT NO. & DATE AND L/C NO. & DATE MUST BE MENTIONED ON ALL B/Ls, QUALITY CERTIFICATES, CERTIFICATES OF ORIGIN AND COMMERCIAL INVOICES.
14. L/C MAY BE CONFIRMED AT THE REQUEST AND COST OF THE BENEFICIARY.

71 B	DETAILS OF CHARGES NARRATIVE:	ALL BANKING CHARGES OUTSIDE INDIA ARE TO THE ACCOUNT OF BENEFICIARY.
48	PERIOD OF PRESENTATION:	DOCUMENTS TO BE PRESENTED NOT LATER THAN 21 DAYS FROM B/L DATE.
49	CONFIRMATION INSTRUCTIONS:	MAY ADD AT THE REQUEST AND COST OF THE BENEFICIARY
78	INSTRUCTIONS TO THE PAYING/ACCEPTING BANK:	DOCS TO BE FORWARDED BY COURIER TO
57 A	ADVISE THROUGH BANK:	_____

Note: This is a draft L/C, however, RCF may make necessary changes as per specific requirement of supplier/ RCF.

**DISCIPLINARY MEASURES**

**Procedure for action against an Agency in case of corrupt / fraudulent/ collusive / coercive practices and persistent poor performance / un-satisfactory performance.**

**Definitions:**

A.1 "Fraud" is a willful act or omission, intentionally committed by an individual either acting independently or in group(s) - by deception, connivance, suppression, cheating or any other fraudulent or illegal means, thereby, causing wrongful gains to self or any other individual and / or wrongful loss to others. This also includes abetment of any act mentioned above. Many a times such acts are undertaken with a view to deceive / mislead others, leading them to do or prohibiting them from doing a bonafide act or take bonafide decision which is not based on material facts.

A.2 "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution. "Corrupt Practice" also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

A.3 "Collusive Practice amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial noncompetitive levels and to deprive the Employer of the benefits of free and open competition.

A.4 "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

A.5 "Moral turpitude" means to be a conduct contrary to justice, honesty, modesty or good morals and contrary to what a man owes to a fellowman or to a society in general.

A.6 "Party/Contractor/Supplier/Vendor/Consultant/Bidder/Licensor" shall mean and include but not limited to a public limited company or a private limited company, a joint venture, Consortium, HUF, a firm whether registered or not, an individual, a co-operative society or an association or a group of persons engaged in any commerce, trade, industry etc is herein referred as "Agency"

A.7 "Company/Organization/Employer/Purchaser" is herein referred as "RCF Ltd".

**1.0) HOLIDAY LISTING OF AN AGENCY: -**

In the following circumstances, an Agency can be put on 'holiday list', for a minimum duration of one year and up-to a maximum period of three years by RCF Ltd: -

a) In case of non-performance or poor performance, unsatisfactory performance, no response consistently with respect to delivery, not meeting delivery schedule, poor quality and workmanship despite repeated request to improve performance.

b) In case of problems at the Agency end such as labour, financial, legal etc. which are not likely to be resolved by the Agency in next one year.

c) Litigation, including arbitration proceedings, against or by the Agency, which is likely to have an adverse impact on the company, till the dispute is settled.

However, before an Agency is put on holiday, the shortcomings will be brought to the notice of the Agency, in writing, and proper notice specifying the grounds therein will be given in writing of the intention of RCF Ltd to put them on Holiday if the Agency does not rectify the breaches within a specified period of time. One weeks' time will be given to the Agency to offer their explanation. If the explanation is not found to be satisfactory or no explanation is received from the Agency within the stipulated time period, action / approval for putting the Agency on holiday shall be taken by the company without any further notice. Such action would be in addition to other remedies that would be exercised by RCF Ltd. The name of the Agency put on holiday will be displayed on company website and the Agency shall be put on Holiday in all units of the company.

Depending on the severity of the default by the Agency, RCF Ltd can also De-list the Agency in addition to Holiday. In the mean- time, further tenders will not be issued to such an Agency. Offer of such an Agency shall not be considered in RCF tenders.

## **2.0) DELISTING OF AN AGENCY: -**

Necessity may arise for deletion of the name of an approved Agency for a number of reasons. Some of which could be:

- a) Fall in credit rating of the Agency.
- b) Death of the proprietor, in case of single proprietary firm.
- c) Bankruptcy/insolvency of the Agency.
- d) Splitting/merger/closure/ change in constitution of the Agency.
- e) Directive of Board/ Govt. Financial institution/ Court.

Period of De-listing shall be for a minimum period of one year. How-ever RCF Ltd at its discretion can delist the Agency for a maximum period of five years. Name of the De-listed Agency will be displayed on company website and will be on De-listed list in all units of the company. In the mean-time, further tenders will not be issued to such an Agency.

## **3.0) BLACKLISTING OF AN AGENCY: -**

An Agency may be black-listed by the company where: -

- a) There are sufficient and strong reasons to believe that the Agency or his employee have been guilty of unethical or malpractice(s) including formation of cartel, bribery, corruption and fraud including substitution and in execution of PO/WO, smuggling, pilfering, unauthorized use of or disposal of Company's property / materials issued for specific work or
- b) Agency continuously refuses to pay Company's dues without showing adequate reasons or
- c) Agency (Director/Owner of the Agency, proprietor or any partner(s) or representative of the Agency) have been convicted by a court of law for offence involving moral turpitude in relation to business dealing(s) or
- d) Security considerations including suspected security considerations to the Company is envisaged.

In all the above cases from (3a to 3d) a Show Cause notice as to why the Agency should not be Blacklisted will be sent to the Agency. The notice will specify clearly the grounds for considering the Agency for blacklisting and one weeks' time will be given to the Agency to offer their explanation. If the



explanation is not found to be satisfactory or no explanation is received from the Agency within the stipulated time period, action / approval for blacklisting shall be taken by the company without any further notice. Period of blacklisting will be minimum for five years.

In case if an Agency is registered for more than one item of supply /work, the decision regarding blacklisting would apply to all the items of supply /works /units of the company.

All the running contracts/other works with the Agency will be terminated immediately after blacklisting. Name of the blacklisted Agency will be displayed on Company website in all units of the company. No further tenders shall be issued to such an Agency.

In-case the Agency is put on Holiday list or on blacklist or gets delisted, EMD and SD, if any, submitted by the Agency shall stand forfeited. EMD/SD/PBG/available balance of other contracts of the same Agency shall also be considered for forfeiture, for the recovery towards any risk and cost amount, if applicable.

**Note:**

1. Agency shall note that all the points mentioned or stated above under Clause 1.0, 2.0 and 3.0 are only illustrative and not exhaustive. This does not prevent RCF Ltd from taking action against Agency for any other act that may not have been mentioned or stated above but the same falls under the gamut of fraudulent activity and considered as such by RCF Ltd.
2. If it is observed during bidding process / bid evaluation stage or during execution of contract or after execution of contract but during defect liability period that the Agency has indulged in corrupt/fraudulent/collusive/coercive practices, the Agency shall be banned for future business dealings with RCF Ltd for a period specified in the above referred clauses and the EMD/SD/PBG as the case may be, submitted by the Agency stands forfeited.
3. In case if an Agency has been put on holiday list or on blacklist or has got delisted in any other PSU or by Govt. Of India, offer of such an Agency shall not be considered in RCF tenders.