



RASHTRIYA CHEMICALS AND FERTILIZERS LTD.
MARKETING DIVISION
AREA OFFICE : JAIPUR

APPLICATION FOR PRE QUALIFICATION
OF
HANDLING & TRANSPORT CONTRACTORS
FOR
BARAN RAKE POINTS & WAREHOUSES

Application for completed in all respect along with all documents should reach

RASHTRIYA CHEMICALS AND FERTILIZERS LTD.
40, JADAUN NAGAR "B", DURGAPURA, JAIPUR
JAIPUR-302018

Last date for submission of application: 06.10.2010 by 14:00 Hrs.

INSTRUCTION FOR SUBMISSION, OPENING & EVALUATION OF TENDER

SUBMISSION OF DOCUMENTS

The following procedure shall be adopted for the submission & opening tenders.
The sealed envelopes should be submitted as follows:

- Envelope No. 1 : To be super scribed "Earnest Money" for Tender No. BARAN /2010-2011 and should contain Demand Draft/ Pay Order in favour of Rashtriya Chemicals and Fertilizers Ltd, Payable at Jaipur for Rs. 25000/- (**Only Demand Draft/ Pay Order will be accepted**) The earnest money deposit furnished by tenderer will not carry any interest.
- Envelope No. 2 : To be super scribed "Pre Qualification application & commercial Terms" should contain the pre qualification application duly filled in & Schedule-I confirming acceptance of all terms & conditions & enclosing all the relevant documents with authorized signatory & seal as stipulated in our tender documents.
- Envelope No. 3 : To be super scribed "Price Bid for Handling & Transport Contract at BARAN " & should contain the Schedule-II duly filled in with authorized signatory & seal.

Note : All the above three envelopes shall be submitted in one cover.

- Envelope No. 1 : Will be opened first at the appointment on the date of opening.
- Envelope No. 2 : will be opened only after verifying that earnest money deposit is in order.
- Envelope No. 3 : Will be opened only of suitable parties at the appointment day & time. The same will be informed to the parties by giving three days notice. The envelope of unsuitable parties will be returned unopened.

The representative of the tenderes attending the opening of tenders should be in a position to give clarification and / or confirmation on any action on any commercial/ technical points.

Evaluation Criteria

As per the interpretation of the various provisions relating to Service tax on Goods Transportation Charge (GTC)

1. RCF being organized sector is responsible for making payment of Service tax on transportation to the concerned authorities. Therefore, the quotes by GTA (Contractor) should be exclusive of service tax.
2. RCF is entitled for abatement to the extent of 75% of the gross transportation charges and therefore liable to pay service tax on 25% of GTC only, subject to conditions laid down in Notification No. 32-2004 service tax dated 03.12.2004.
3. In case GTA does not comply with the conditions mentioned in the Notification No. 32, the above exemption at (2) is not available.

Considering the above, the following loading criteria is developed to load on quoted rates, which are exclusive of (proposed) service tax on account of service tax, to arrive at lowest tenderer based on cost to the company.

CONSTITUTION & DECLARATION OF BIDDER	LOADING OF (PROPOSED) SERVICE TAX ON QUOTED RATES
1. Declaration for not availing of CENVET credit as per Notification No. 32-2004 service tax.	2.58%
2. Declaration for availing of CENVET credit as per Notification NO. 32-2004 Service tax.	10.30%



INSTRUCTIONS

1. Please fill in the application form issued.
2. Please read terms & conditions given in annexure-A (in duplicate carefully)
3. Please enclose one copy of terms & conditions (annexure-A) duly signed & stamped confirming the acceptance of all terms & conditions. One copy of terms & conditions will be retained by the applicant.
4. Application should be enclosed with the following documents & flag it as document nos. as below -
 - a. Certified copies of partnership deed/memorandum & articles of association/byelaws/certificate of registration as the case may be - Document No. : - 1
 - b. Letters of authority for dealing with RCF Ltd - Document No. : - 2
(In case of proprietorship not required if proprietor himself/herself is dealing with RCF)
 - c. Certificate of experience from concerned clients (manufactures, handling agency, Govt Dept, PSU or Public Ltd Company) for having done Rake Handling & transportation job of fertilizers, food grains, cement or similar products during the preceding three years (09-10, 08-09, 07-08) out of which the value of single contract should not be less than Rs. 16.80 Lakhs in any one of the those three years - Document No. : - 3
 - d. Bank reference indicating credit limits enjoyed by the party - Document No. : - 4
 - e. Letter from a nationalized / scheduled bank stating that bank guarantee will be provided towards security deposit within seven days after receiving the work order for Rs. 5.60 Lakhs - Document No. : - 5
 - f. Solvency certificate from a Nationalized / Scheduled bank for minimum amount of Rs. 11.20 Lakhs issued after date of release of press advertisement. - Document No. : - 6
 - g. Copies of acknowledgement of Income tax Return filled on preceding three years - Document No. : - 7a, 7b, 7c
 - h. Duly audited profit & loss accounts for preceding three years - Document No. : - 8a, 8b, 8c
 - i. Duly audited balance sheet for preceding three years - Document No. : - 9a, 9b, 9c
 - j. List of trucks owned by applicant with Xerox copies of RC Books - Document No. : - 10
 - k. Proof of PAN - Document No. : - 11

THE TRANSPORTERS ARE REQUESTED NOT TO ATTACH ANY OTHER DOCUMENTS EXCEPT THE
ABOVE

5. RCF will not be responsible for loss/non-receipt or delayed application sent by post.
6. All further correspondence if any will be done at the address/fax/telephone given in application of the transporters.
7. The panel of transport contractors which we are preparing will be used for calling bids for following H & T contracts.
 - a. Rake handling & transportation of fertilizers bagged normally in 50 KG & in cases in 10 Kgs, 25 Kgs & 40 Kgs at aforesaid rakepoint/warehouse to various destination in the district & in neighboring districts (district of corresponding rake point)
 - b. Bagged fertilizers dispatches to hired godowns & further transportation from hired godowns.
 - c. Biola, Mircola & Sujala dispatches.
 - d. Other miscellaneous transportation jobs such as empty bags, tarpaulin, damaged stock etc.
8. All pages of the application format along with annexure-A should be signed and stamped by the authorized signatory of the applicant.
9. The application format is non-transferable.

* * * * *

(To be given on party's letter head)

To,

**Area Manager
Rashtriya Chemicals & Fertilizers Ltd,
40, Jadaun Nagar-B, Durgapura,
Jaipur-302018**

Dear Sir,

**Sub : Application for pre-qualification of Handling & Transport contractors for BARAN
-rake point & warehouses.**

I / We hereby submit our application along with annexure-A duly signed by me / us.

I / We have read instructions & terms / conditions given annexure-A & agree to abide by all the terms & conditions.

Yours Faithfully

(Singnature & Seal)
(Proprietor/authorized signatory)

Encl :

- Duly filled application form for pre-qualification
- Annexure-A, terms & conditions (signed under seal)
- List of documents enclosed (only as per instructions given in Sr. No. 4)

Document No.

- | | |
|---|----------|
| 1. Certified copy of partnership deed/memorandum / articles of association/bye laws / certificate of etc. as applicable | Yes / No |
| 2. Authorization letter | Yes / No |
| 3. Certificate of experience for preceding three years | Yes / No |
| 4. letter from bank on credit / limits enjoyed | Yes / No |
| 5. Bank acceptance letter for issuing Bank Guarantee | Yes / No |
| 6. Solvency certificate | Yes / No |
| 7. Copies of acknowledgement of Income tax Return filled in preceding three years a,b,c | Yes / No |
| 8. Duly audited profit & loss accounts for preceding three years a,b,c | Yes / No |
| 9. Duly audited balance sheet of preceding three years a,b,c | Yes / No |
| 10. List of trucks owned with Xerox copies of RC Books | Yes / No |
| 11. Proof of PAN | Yes / No |

(please ensure to submit all documents numbering 11)

APPLICATION FORM

Pre Qualification of handling & transport contractor

RAKE POINT/WAREHOUSE :- BARAN

(Please read instructions/terms & conditions given herewith carefully)

(Strike off which ever is not applicable)

I. GENERAL

1. Name & Address of the Firm : _____

2. Office Telephone No. : _____
3. Office Fax No. : _____
4. Year of establishment : _____
5. Constitution of the firm : Proprietorship/
Partnership/ Pvt Ltd Co/ pub Ltd Co./ Co-
operative (enclosed certified copies of the
documents i.e. partnership deed/ articles of
association/ memorandum of association/ bye-
laws, certificate of registration etc as
applicable)- Document-1.
6. Name of the Contact person : _____
7. Phone No. of Contact person : _____
 - a. Office : _____
 - b. Residence : _____
 - c. Mobile : _____
8. Name & designation of : _____
Authorized signatory : _____

(Enclosed authorization letter / document)

- Document No. : 2.

(Signature & Seal)
Proprietor / Authorized signatory

II. INFRASTRUCTURE

1. Total No. of person employed : _____
2. No. of Branch Offices : _____
(please enclose separate sheet giving detail of address, telephone No. Fax No. etc.)
3. No. of trucks owned : _____
4. Details of godown facility available if any :

S.No.	Regional of Godown	Class of Construction	Regional (Sq. Ft)/ Capacity (MT)
1			
2			
3			
4			

III. TECHNICAL EXPERTISE

1. Work experience for preceding three years

(Enclose experience certificate for rake handling & transportation duly obtained from manufacture, handling agency/ Govt Dept/ PSU/ Public Ltd Company dealing in fertilizers, food grains, cement or similar products during the proceeding three years (09-10, 08-09, 07-08) of which the value of single contract should not be less than Rs. 16.80 Lakhs (for amount please refer pressed, with respect to corresponding centre) in any one of those three years, other wise work experience will not be considered) -

Document -3

S.No.	Name of the client served	Contract Period	Product Handled	Volume in MTs	Value of Contract executed (in Rs.)
1					
2					
3					
4					

(Signature & Seal)

(proprietor/ Authorized Signatory)

2. Whether your firm/company is blacklisted by RCF or any public Sector/ Govt/ Quasi-Govt organization/any other client : Yes / No

3. Whether your contract was terminated before expiry of contract period of security deposit/EMD forfeited by RCF or any public Sector/ Govt/ Quasi-Govt organization/any other client : Yes/ No

4. Whether proprietor/partner /director (as applicable) has been prosecuted by any judicial court for any criminal breach of trust : Yes/ No

5. Detail of Sister Concerns
 - a. Name & Address :
 - b. Activities engaged by sister concern :
 - c. Name, Address & telephone Nos. of Proprietors/Directors/Partners of Sister concern :

Note :-

- The blacklisted parties by RCF or Govt/Quasi Govt Organization are liable for disqualification. RCF's decision will be final in this regard.
- The parties whose EMD is forfeited by RCF are liable for disqualification.
- RCF reserves the right not to consider parties having any dispute with RCF in order to protect its interest.

IV. FINANCIAL WORTHNESS

1. Name of Bankers, Address & Tel No. :
2. Details of credit limit/Facilities enjoyed :

(Please give certificate from the Bank)

- Document No. : 4

(Signature & Seal)

(proprietor/ Authorized Signatory)

S.No.	Name of the Bank	Type of Credit (i.e. C/C, O/D etc)	Amount of Credit Limit Sanctioned (In Rs.)
1			
2			
3			

3. Whether any Bank is ready to give Bank Guarantee.

As security Deposit : _____ Yes / No

(Please Enclose letter from the Bank stating that Bank Guarantee will be provided towards security deposit with in ten days after receiving work order for 5.60 Lakhs.

- Document No. : - 5

The List of approved banks is enclosed herewith & bank guarantee from the said bank will have to be furnished by the transporter. Under any circumstances whatsoever, bank guarantee from the banks other than those specified in the enclosures will not be accepted by the company. However, transporter may please note that actual bank guarantee amount may vary based upon the contract value & as per the NITs issued from time to time. In case the H&T contractor does not provide the requested Bank Guarantee, Security deposit can be paid by Demand Draft. No interest will be paid on security deposit.

4. DETAILS OF SOLVENCY OF THE FIRM AS ASSESSED BY BANK.

- Document No. :- 6

NAME OF THE BANK	AMOUNT OF SOLVENCY CERTIFICATE (RS.)	DATE OF SOLVENCY CERTIFICATE

(Please give solvency certificate from the bank giving the requisite amount i.e. 11.20Lakhs issued after release of press advertisement)

(Signature & Seal)

(proprietor/ Authorized Signatory)

5. Income Tax Return of the Firm :

(Please enclose copies of acknowledgement of income tax return filled in preceding three years)
- Document No. : 7a, 7b, 7c

6. Detail of Profit & Loss Account :

(Please enclose copies for the preceding three financial years (duly audited))
- Document No. : 8a, 8b, 8c

S.NO.	YEAR	TOTAL REVENUE RECEIPS (IN RS.)	PROFIT / LOSS (IN RS.)
1	2009-2010		
2	2008-2009		
3	2007-2008		

7. Detail of Balance Sheet of the firm for preceding three years.

(please enclose copies for the preceding three financial years (duly audited))
- Document No. : 9a, 9b, 9c

S.No.	Year	Total Capital Employed (in Rs.)	Reserves & Surplus (in. Rs.)	Fixed Assets (In Rs.)	Current Assets (in Rs.)
1	2009-2010				
2	2008-2009				
3	2007-2008				

(Signature & Seal)

(proprietor/ Authorized Signatory)

8. Details of truck owned :

(Please enclose copies of RC Books)

- Document No. : 10

(Original will have to be produced for verification when called)

9. Copy f PAN

- Document No. : 11

(Signature & Seal)
(proprietor/ Authorized Signatory)

10. Details of immovable property owned by firm/proprietor/ Director/ Partners.

S. No.	Type of Property	Identification No. with Address	Owned in the Name of	Present Value (Rs.)

OR

DECLARATION

I/We hereby solemnly declare that I/We proprietor/ Director/ Partner/ Firm/ do not own any property.

(Signature & Seal)

(proprietor/ Authorized Signatory)

(Strike off whichever not applicable)

11. List of Partners / Directors

S.No.	Full Name of the Partner / Director

I / We hereby solemnly declare that the proprietor/ partner / Director of this firm/ company mentioned at S.No. is / are common / no common (Strike off which ever is not applicable) with any other firm/ company. Who has applied for pre qualification against same advertisement. In case of common proprietor/ Partner/ Director in other firm who has also applied for pre-qualification against same advertisement, please mention the name of the firm/ firms.

(Signature & Seal)
(proprietor/ Authorized Signatory)

Note : the applicant is advised to read S.No. 21 & 22 of Annexure "A".

12. Declaration about relationship with employee of RCF

I / We hereby solemnly declare that the proprietor/ one or more partners / Directors of this firm/company has relationship/ has no relationship (strike off which ever is not applicable) with the employee of RCF.

(Signature & Seal)

(proprietor/ Authorized Signatory)

13. Declaration about relationship with authorized fertilizer dealer of RCF.

I / We hereby solemnly declare that the proprietor/ one or more partners/ Directors of this firm / company is common/ not common (strike off whichever not applicable) with any other firm who is the authorized fertilizer dealer of RCF.

(Signature & Seal)

(proprietor/ Authorized Signatory)

14. Declaration about whether the applicant is RCF's authorized private warehousing contractor also for this location

I / We hereby solemnly declare that the proprietor/ one or more partners/ Directors of this firm / company is common/ not common (strike off whichever not applicable) with any other firm who is the authorized private warehousing contractor of RCF for this location if any.

(Signature & Seal)

(proprietor/ Authorized Signatory)

"Common would also mean sharing of one or more common business facilities such as telephone, fax, emblem, address etc.

15. Declaration of membership of any Goods Transport Association

Give Detail if so :

Name and address of the association :

Telephone / Fax No. :

I/We clarify that all information furnished by me/us is correct & true and in the event that the information given is found to be incorrect/untrue, RCF reserves the right to disqualify us without giving any notice or reason thereof.

(Signature & Seal)

(proprietor/ Authorized Signatory)

16. Declaration whether the applicant is RCF's authorized S&D/H&T contractor at any location.

I/ We hereby solemnly declare that the proprietor/ one or more partners/Directors of this firm/company is common/ not common (strike off whichever is not applicable) with any other firm who is the approved RCF's S&D Contractor from Trombay/Thal Unit of the factory/H&T contractor at any rake point.

(Signature & Seal)

(proprietor/ Authorized Signatory)

If common, Name of Firm :

Destination for which contract awarded :
Unit : Tombay/Thal/Rakepoint

Please Note : Existing S & D (transportation from RCF Factory at Trombay/Thal)/H&T contract of RCF will not be considered for awarding contract for H&T/S&D for the same Regional of operation where contracts are in existence.

If the acts of such common business is established at a later stage, all such contract/contracts are liable to be terminated.

* * * * *



Annexure - A

TERMS & CONDITIONS

1. RCF Ltd reserves the right to call tenders from other parties in addition to the pre-qualified parties under certain situations such as cartelization or number of pre-qualified parties is less, price bids received are less or quoted rates are high or under any such circumstances which are detrimental to the interest of RCF Ltd at its sole discretion. Further RCF reserves the right to add any number of parties & anytime, to the pre-qualified empanelment.
2. The contractor shall immediately intimate to RCF any change in the constitution of the firm. Failing which the pre-qualification of the party at the sole discretion of RCF, becomes liable for termination however the change in the constitution of the firm does not relieve the contractor of their liability in any manner whatsoever.
3. Mere submission of all documents will not necessarily pre-qualify contractor. Worthiness assessed by the company will be final & binding on the applicant.
4. Pre-qualified parties will update documents from time to time such as income tax certificate etc.
5. Any intimation to pre-qualified contractors will be sent by registered post/ courier at their address, given in application. RCF will not be responsible for delay in delivery or non-receipt of intimation due to any reason. Pre-qualified contractors can also obtain intimation letter/tender documents by hand delivery through authorized representative.
6. If any information given is found to be untrue, RCF reserves the right to disqualify the party from panel without any notice or assigning any reason thereof.
7. Empanelment contractors cannot transfer opportunity given to quote or not to quote for bids floated by RCF to any other party under any circumstances whatsoever. Tender documents & right to tender are non-transferable.

(Signature & Seal)

(proprietor/ Authorized Signatory)

8. Terms & conditions of each transport contract will be stipulated in tender document (NIT) separately. Terms & conditions of each NIT may be changed/ amended/ deleted/ added as per RCF's requirement.
9. Empanelment of contractor with RCF does not indicate certification of financial soundness or professional competency of the contractor & RC will neither be responsible for any third party nor to the contractor.
10. Empanelment of contractor with RCF cannot be assessed for goodwill of the transporter & RCF is not liable in any way for that or for the damaged whatsoever arising out of disqualification of transporter from panel of RCF.
11. RCF in whatsoever manner will neither issue any certificate regarding empanelment of transporter nor assert any communication from third party to that effect.
12. If impaneled contractor firm becomes bankrupt/ insolvent/ goes into liquidation/ referred to BIFR, during empanelment period same must be communicated to RCF.
13. All disputes and questions, claims, rights, matters or things whatsoever in any way arising out of or relating to the calling of bids, evaluation of offers, award of contract , change in structure of NIT or any other mater relating to finalization of contract are to be referred to the sole arbitrator to be nominated by the General Manager (Marketing) of the company. The award shall be binding on both the parties & jurisdiction shall be Mumbai under India Conciliation & Arbitration Act of 1996.
14. In any of the tender, if the empanelled contractor withdraws/ revises/ revokes or shows unwillingness to confirm with his offer during the stipulated period given in NIT, the contractor is liable for de-listing from the panel of pre-qualified transporters & also will not be eligible for immediate next empanelment for a minimum period of two years.
15. The contractor whose EMD is forfeited is liable for de-listing from the panel of pre-qualified contractors & also will not be eligible for immediate next empanelment for a minimum period of two years.
16. At the discretion of the company, the contractor whose part or full job has been put under risk & cost is liable for de-listing from current panel of pre-qualified transporters. And also will not be eligible or immediate next empanelment or a minimum period of two years.

(Signature & Seal)

(proprietor/ Authorized Signatory)

17. The panel of pre-qualified contractors is a mailing list prepared for the convenience of the company. The company can cancel the empanelment with notice to empanelled contractors without giving any reason.
18. Panel of contractor will be used only for inviting tenders for fertilizers/ empty bags & other products handled by marketing department of RCF.
19. Submission of the application implies that (a) all the terms & condition of the company have been careful read and understood by the applicant & (b) all the clarification required are obtained by the applicant from the company.
20. Counter condition by the applicant shall render his application liable for rejection.
21. When tenders are received pursuant to issue of NIT to pre-qualified parties, from any proprietorship / firm/ companies having the same proprietor or one or more partners. Directors in the business organization of any other party (herein after called common firms), such tenders shall be considered as having been received from only one applicant in different names & the lowest acceptable quotation of such common firm shall only be considered for evaluation.
22. When the tenders are received from any proprietorship/ firms/ companies, having one or more common business facilities such as telephone, fax, emblem, address etc., shall be considered as having been received from only one tenderer in different names & the lowest acceptable quotation of such common firm shall be considered.
23. A declaration is being obtained with respect to proprietor or one or more partners having financial interest or sharing of common business facilities with registered fertilizer dealer of the company or private warehousing contractor. If such common interest is declared or established at a later stage, the applicant will be permitted to have one of the following business :-
 - a. H & T Contract.
 - b. Dealership
 - c. Private warehousing contract.

If the applicant is pre-qualified as a H&T contractor, all the issue need to be settled before termination/ suspension of other businesses a mentioned above.

(Signature & Seal)

(proprietor/ Authorized Signatory)

* * * * *

ANNEXURE-B

1.	Center	BARAN
2.	Indicative Quantity	13000
3.	Minimum Experience in Lakhs (in any one year of preceding three years in single contract)	16.80
4.	Value of BG in Lakhs	5.60
5.	Solvency Certificate (in Lakhs)	11.20

LIST OF APPROVED BANKS

A) State Bank of India and It's associated Banks :(8 Nos)

1. State Bank of India, central Office, Nariman Point, P.B. No. 12, Mumbai-400021
2. State Bank of Bikaner & Jaipur, Head office : C-Scheme, Tilak Marg, P.B. No. 154, Jaipur-302005
3. State Bank of Hyderabad, Gundundry, Hyderabad-500001 (AP)
4. State Bank of Indore, 5, Yashwant Niwas Road, P.B. No. 214, Indore-452003 (MP)
5. State Bank of Mysore, K.G. Road, P.B. No. 9727, Bangalore-560009
6. State Bank of Patiyala, Head Office, The Mali, Patiyala-147001
7. State Bank of Sourashtra, P.B. No. 51, Bhavnagar-364001 (Surashtra)
8. State Bank of travancore, Head Office, P.B. No. 34, Trivendrum-695001

B) Nationalised Banks : (20 Nos)

1. Allahabad Bank, Head office-2, Netaji Subhash Road, Kolkata-700001
2. Andhra Bank, Central Office, 5-9-11, Secretriare Road, Saifabad, Hyderabad-500004
3. Bank of Baroda, P.B. No. 10046, 3, Walcand Hirachand Marg, Ballard Pier, Mumbai-400038.
4. Bank of India, Head Office, Express Towers, Nariman point, Mumbai-400021
5. Bank of Maharashtra, Lok Mangal, 150, Shivaji Nagar, P.B. No. 919, Pune-411005
6. Canara Bank, 112, Jayac Chamarajendra Road, P.B. No. 6648, Bangalore-560002
7. Central Bank of India, Central Office, Chander Mukhi, Nariman Point, Mumbai-400021
8. Corporation Bank, Head Office, Mangla Devi Temple Road, P.B. No. 88, Manglore-575001
9. Dena bank, 10th Floor, Maker Towers (E), Cuffe Parade, Colaba, Mumbai-400005
10. Indian Bank, Indian Bank Building, P.B. No. 1384, 31, Rajaji Road, Chennai-600001
11. Indian Overseas Bank, Central Bank, 762, Anna Salai, P.B. No. 3765, Chennai-600002.
12. Oriental Bank of Commerece, E Block, Cannought Place, P.B. No. 329, New Delhi-110001
13. Punjab National Bank, 7, Bhikaji Kama Place, Barkhamba Road, New Delhi-110001
14. Punjab & Sindh Bank, Bank House, 4th Floor, 21, rajendra Place, New Delhi-110008
15. Syndicate Bank, P.B. No. 1, Manipal-567119 (SK), Karnataka State
16. Union Bank of India, Union Bank Building, Central Office, 239, Backbay Reclamation Road, P.B. No. 934, Nariman Point, Mumbai-400021
17. Unted Bank of India, 16, Old Court House Street, Kolkata-700001
18. Bank of Baroda, Head Office, P.B. No. 506, Baroda house, Mandvi Baroda-390006
19. UCO Bank, Admn Office, Janardhan Towers No. 2, Residency Road, Bangalore-560025
20. Vijaya Bank, Admn Office, Janardhan Towers No. 2, Residency Road, Bangalore-560025

C) Other Banks : (11 Nos)

1. Bank of Rajasthan Ltd, Central Office, C-3, Sardar Patel Marg, C-Scheme, P.B. No. 119, Jaipur-302001
2. Catholic Syrian Bank Ltd, Head Office P.B. No. 502, St Mary's College Road, Trichur-680020
3. Sangli Bank Ltd, Rajwada Chowk, P.B. No. 158, Sangli-416416
4. South Indian Bank Ltd, Post Box No. 28, Trichur-680001 (Kerala)
5. The Fedral Bank Ltd, Post Box No. 103, Head Office, Alwaye-683101 (Kerala)
6. The Karnataka Bank Ltd, Head Office, 2nd Dood Ganga Road, Kodiabail, P.B. No. 716, Manglore-575003
7. Tamilnadu Marchentile Bank Ltd.
8. The Jammu & Kashmir Bank Ltd.

D) Foreign Banks : (12 Nos)

1. ABN AMRO Bank N.V., 302, Dalal Mal House, Nariman Point, Mumbai-400021
2. American express Bank Ltd, Maker Chambers IV, 7th Floor, Nariman Point, Mumbai-40021
3. Bank of America National Trust & Saving Association, 16th Floor, Air India Building, Nariman Point, Mumbai-400021
4. ANZ Grindlays BK PLC, 90, Mahatma Gandhi Road, P.B. No. 141, Mumbai-400001
5. Hongkong & Sanghai Banking Corporation Ltd, 1260, M.G. Road, P.B. No. 128, Mumbai-400001
6. Bank of Tokyo Ltd, Jeevan Prakash, P Mehta Road, Fort, P.B. No. 1762, Mumbai-400023
7. Banque Nationale De Paris, French Bank Building, Homaji Street, P.B. No. 45, Mumbai-400001
8. Standard Chartered Bank, P.B. No. 1806, New Excelsor Bulding, 4th Floor, A.K. Naik Marg, Mumbai-400021
9. Citi Bank N.A., Sakhar Bhawan, 230, Backbay Reclamation, Nariman Point, P.B. No. 1762, Mumbai-400021
10. Deutsche Bank PLC, P.B. No. 995, Tulsiani Chambers, Nariman Point, Mumbai-400023
11. Barclays Bank PLC, 21/23, Maker Chambers VI, Nariman Point, Mumbai-400021
12. The Chess Manhattan Bank N.A.. Maker Chambers VI, 7/F, Nariman Point, Mumbai-400021
13. ING Vysya Bank
14. Credit Lyonnais Bank, Apeejay House, 3rd Floor, Dincha Vachha Road, Mumbai-400020

E) Private Sector Banks : (4 Nos.)

1. UTI Bank Ltd, Maker Towers F, 13th Floor, Cuffe Parade, Colaba, Mumbai-400005
2. ICICI Banking Corporation Ltd, 163, Backbay Reclamation, Mumbai-400020
3. IDBI Bank Ltd, Nariman Bhawan, 12th Floor, V.K. Shah Marg, Nariman Point, Mumbai-400021
4. Housing Developement Finance Corporation Ltd. Raman House, 169, Backbay Reclamation, Mumbai-400020

F) Co-operative Sector Banks : (3 Nos)

1. State Apex Co-operative Banks
2. Bombay Marchantile Co-operative Bank, Regd Office-78, Mahammad Ali Road, Mumbai-400003
3. District Co-operative Banks in the State of Maharashtra for Bank Guarantees upto maximum Value of Rs. 5 Lakhs (Rs. Five Lakhs only) each.

Sr.
No.

NIT/

(Price Rs. 1125 /- Only)

RASHTRIYA CHEMICALS & FERTILIZERS LIMITED

**40 JADAUN NAGAR-B
NEAR DURGAPURA RAILWAY STATION
DURGAPURA, JAIPUR
RAJASTHAN-302018**

TENDER NO. Mktg/H&T/BARAN /2010-11

**TENDER FOR
RAKE HANDLING & TRANSPORT CONTRACT FOR FERTILIZER
MOVEMENT AT BARAN
(BLOCK BASIS CONTRACT)
2010-2011**

**LAST DATE OF
RECEIPT OF TENDER : 06.10.2010 by 14.00 PM**

**DATE OF OPENING
OF TENDER : 06.10.2010 at 15.00 PM**

**(No representation or appeal of any kind will be allowed
against belated receipt of tenders by post or otherwise
beyond the notified date and time or loss in transit
etc.)**

**RASHTRIYA CHEMICALS & FERTILIZERS LIMITED
40 JADAUN NAGAR-B, NEAR DURGAPURA RAILWAY STATION
DURGAPURA, JAIPUR, RAJASTHAN-302018**

TENDER NO. Mktg/H&T/ BARAN /2010-11

1. THIS TENDER DOCUMENT IS FOR HANDLING AT **BARAN** RAKEPOINT AND WAREHOUSES TO VARIOUS BLOCKS OF **BARAN** AND ITS NEIGHBOURING DISTRICTS OF RAJASTHAN STATE.
2. ALL PAGES OF TENDER DOCUMENT SHOULD BE SIGNED.
3. ONE COPY OF TENDER DOCUMENT TO BE RETAINED BY TENDERER. ONE SET OF SCHEDULE-I AND ONE SET OF SCHEDULE-II, HERE OF TO BE SUBMITTED TO RCF LTD.
4. THIS TENDER DOCUMENT IS NON TRANSFERABLE.
5. LIST OF APPROVED BANKS FOR BANK GURANTEE IS ENCLOSED.
6. PROFORMA OF AGREEMENT & BANK GUARANTEE IS GIVEN.

SIGNATURE/SEAL

Dy. Marketing Manager

To,

Date:

The Dy. Marketing Manager .
Rashtriya Chemicals & Fertilizers Ltd.,
40 JADAUN NAGAR-B, NEAR DURGAPURA RAILWAY STATION
DURGAPURA, JAIPUR (RAJASTHAN)-302018]

Dear Sir,

Sub:- Tender for appointment of transport contractor at **BARAN** Rake point/ Warehouse, for fertilizer movement.

- - -

I/We have visited the site of Work and satisfied myself/ourselves regarding local conditions.
I/We hereby submit a Schedule of Rates (Schedule-II) filled in and sealed.

I/We have quoted our rates exclusive of Service tax on transportation but inclusive of all taxes including Service Tax on handling etc.

I/We hereby solemnly declare the following: (Please tick the appropriate box whichever is applicable)

1. I/We will avail CENVAT credit on this contract as per notification No.32-2004-Service tax during the tenure of contract.
2. I/We will not avail CENVAT credit on this contract. I/We have read the enclosed format of declaration and agree to give the same on a non- judicial stamp paper of Rs.100/- on award of contract.

The above declaration is being given to ascertain the applicability of exemption of Service tax as per Circular no.32 of the GOI on Service tax. I/We have also referred to evaluation criteria on Service tax under the head "INSTRUCTIONS TO THE TENDERER & EVALUATION CRITERIA" of the subject tender and agree that our declaration would be considered for suitable loading while evaluating the offers.

I / We have already agreed to the terms and conditions given along with application for empanelment (Annexure-A). This will form part of the contract if awarded. Further I / We have carefully studied the general terms and conditions given in NIT (Schedule-II). I / We agree to abide by all the terms and conditions therein. These will also form part of the contract, if awarded.

I / We have enclosed herewith D.D. No./Pay Order No..... dated..... for
Rs. 25,000/- Towards Earnest Money.

Thanking you,

Yours faithfully,

(Signature of the Tenderer)
Affix Rubber Stamp

STATUS – (Capacity in which signatory is signing)

- Encl: 1. Schedule-I - NIT duly signed by tenderer at each page.
2. Schedule-II- (Schedule of Rates) duly filled in and sealed in envelope.
3. List of other documents attached .

NOTE: Tender documents consist of the following:

- i) Two sets of main NIT – (One set to be submitted (Schedule – I) in sealed envelope)
(Schedule-I)
- ii) Two sets of Schedule II – (One set to be filled in & submitted in a sealed envelope)

Schedule -II (Schedule of rates)

**RASHTRIYA CHEMICALS & FERTILIZERS LIMITED
(A GOVERNMENT OF INDIA UNDERTAKING)
MARKETING DIVISION**

INSTRUCTIONS TO THE TENDERER & EVALUATION CRITERIA

SUBMISSION OF DOCUMENTS

The following procedure shall be adopted for the submission and opening tenders.

The sealed envelopes should be submitted as follows:

Envelope No.1 : To be super scribed 'Earnest Money' for Tender No Mktg/H&T/RAJASTHAN/2010-11 and should contain Demand Draft/Pay Order in favor of RASHTRIYA CHEMICALS AND FERTILIZERS LTD, payable at Jaipur for Rs.25,000/- (Only Demand Draft /Pay Order will be Accepted). The Earnest Money deposit furnished by tenderer will not carry any interest.

Envelop No.2 : To be super scribed 'Pre-Qualification application & Commercial Terms - **BARAN** ' should contain the Pre-Qualification application duly filled in & Schedule – 1 confirming acceptance of all the terms and conditions & enclosing all the relevant documents with authorized signatory & seal as stipulated in our tender documents.

Envelope No.3: To be super scribed "Price bid for Handling & Transport Contract at **BARAN** "and should contain all the schedule – II duly filled in with authorized signatory & seal.

NOTE :---- All the above three Envelopes shall be submitted in one cover.
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Envelope No.1. Will be opened first at the appointed time on the date of opening.

Envelope No.2. Will be opened only after verifying that Earnest Money Deposit is in order.

Envelope No.3. Will be opened only of suitable parties at the appointed day & time. The same will be informed to the parties by giving 3 Days notice. The envelope of unsuitable parties will be returned unopened.

The representative of the tenderers attending the opening of tenders should be in a position to give clarification and / or confirm action on any commercial/technical points.

EVALUATION CRITERIA

1. If considered necessary by RCF, the lowest tenderer will be invited for negotiations.
2. Tenderers who are awarded the job of transportation may be required to despatch Biola, Microla & Sujala along-with other fertilizers. The rates finalized for fertilizers will be applicable for Biola, Microla & Sujala.
3. Out of firms having one or more common Partners / Directors / Proprietor, only one firm will be eligible to quote.
4. The rates quoted shall be exclusive of Service Tax on Goods Transportation Charges.

As per the interpretation of the various provisions relating to Service Tax on Goods Transportation Charges (GTC):

1. RCF being organized Sector is responsible for making payment of Service tax to the concerned authorities. Therefore, the quotes by GTA (Contractor) should be exclusive of Service tax on transportation.
2. RCF is entitled for abatement to the extent of 75% of the Gross Transportation Charges (GTC) and therefore liable to pay Service tax on 25% of GTC only, subject to conditions laid down in Notification no. 32 – 2004–Service tax dated 3/12/04.
3. In case GTA does not comply with the conditions mentioned in the notification no. 32, the above exemption at (2) is not available.
4. Considering the above, following loading criteria is developed to load on quoted rates which are exclusive of Service Tax (as proposed in union budget) on account of Service Tax to arrive at lowest tenderer based on cost to the company:

Declaration of bidder	Loading of Service tax on quoted rates.
a. Declaring for not availing of CENVAT credit as per Notification No.32-2004-Service Tax.	2.58%
b. Declaring for availing of CENVAT credit as per Notification No.32-2004-Service Tax.	10.30%

5. On award of contract for the bidder coming under category (3) of 4) above. Declaration to that effect will be given by them on non-judicial stamp paper of Rs.100/- as per the enclosed pro-forma.
6. In case the successful bidder fails to submit the subject declaration within 10 days of award of contract, the contract of such bidder is liable to be terminated at the discretion of the company. On such termination, the EMD of such a contractor will be forfeited and the contractor will not be eligible for next immediate empanelment for a minimum period of two years. The bids of other participating parties will be re-evaluated, ignoring the bid of subject contractor and the contract would be awarded accordingly.
7. The company reserves the right to issue or reject the tender documents of any Party without assigning any reason thereof.

NON-JUDICIAL VALID STAMP PAPER OF RS.100/-

TO WHOMSOEVER IT MAY CONCERN

I / We have been awarded work of transporting goods, vide work-order No _____ dated _____ by M/s. Rashtriya Chemicals & Fertilizers Limited (RCF). In Connection with the said work – order, I / We hereby confirm & certify.

- 1) That I/We have not taken and shall not be taking credit of duty paid on inputs or capital goods used for providing taxable services under head “Good Transport Agency”, under the provisions of CENVAT Credit Rules, 2004.
- 2) That I /We have not availed and shall not be taking the benefit under Notification of the Government of India in the Ministry of Finance (Department of Revenue) No.12/2003-Service Tax, dated the 20th June, 2003(G.S.R503 (E), dated 20th June, 2003)

The above certification is given in terms of and for the purpose of fulfillment of conditions of Notification No.32/2004-Service Tax dated 03/12/2004 and in connection with the transportation of material from rake-point / warehouse to various destinations in _____ and as per work-order No. _____ dated _____.

I we further undertake to indemnify and keep RCF harmless due to non-compliance of the above declaration on CENVAT rules, 2004 and if required by RCF, pay any differential amount of Service Tax with interest, penalty etc, due to my/our non-compliance of above declaration.

I/We further declare that I/We are competent to give the aforesaid declaration.

For

Authorized Signatory

Stamp of Proprietor / Partner/ Director

Place:

Date:

SCHEDULE - I [COMMERCIAL TERMS]

RASHTRIYA CHEMICALS AND FERTILIZERS LIMITED

40 JADAUN NAGAR-B, NERA DURGAPURA RAILWAY STATION,
DURGAPURA, JAIPUR (RAJASTHAN)-302018

GENERAL TERMS AND CONDITIONS OF CONTRACT

1.00 SCOPE

Rashtriya Chemicals & Fertilizers Ltd, Jaipur invites sealed tenders for transportation of fertilizers in bags of 50 Kgs., 25 Kgs., and / or 10 Kg each and also Minikit bags from **BARAN rake point /warehouse** to various blocks of **BARAN** & its neighboring districts. The contract involves handling without use of hooks and transportation of fertilizers at RAJASTHAN Railhead/Godown to various blocks of **BARAN** & blocks of nearby districts.

- 1.01 The successful tenderer shall ensure that the material handed over to them is delivered in full without transshipment at destinations without any damage either to the material or to the packing, without use of hooks and within **3 days** from the date of lifting from **BARAN** Rake-point / Warehouse. They shall also ensure that the truck is loaded with more than two products such as Urea/DAP/MOP/Suphala-15/Suphala-20 / Sujala / Minikit bags and ensure to give more than two point deliveries within the district.

In case of damage to material or packing, the contractor will have to make good the loss to the company. In case of delay in delivery of material at destination the contractor shall have to pay liquidated damages to the Company at the rate of Rs.100/- day for each truck-load from the expiry of 3 days from the date of lifting from **BARAN** rake-point / warehouse.

In case of shortage of fertilizer en-route, the contractor shall have to pay to the company as compensation an amount equivalent to the value of material short delivered at destination calculated at the prevailing retention price, which is higher than the consumer price and fixed by the Government. In case of complex fertilizers shortage en-route the contractor shall have to pay the compensation fixed by the company from time to time. In case of cut and torn bags or bags having hook marks, Rs.20/- per bag shall be deducted from the transportation bills as damages in addition to the cost of the material lost due to use of hooks.

2.00 DEFINITION

- 2.01 The "Company" shall mean "Rashtriya Chemicals & Fertilizers Limited", having its Registered Office at "Priyadarshini", Eastern Express Highway, Mumbai-400022 & area office at 40 JADAUN NAGAR-B, NEAR DURGAPURA RAILWAY STATION, DURGAPURA, JAIPUR (Rajasthan)-302018. (Which expression shall unless repugnant to the context or meaning thereof, include its successors and assigns).
- 2.02 The "Contractor" shall mean the Tenderer whose tender has been accepted and shall include his legal representative's heirs, successors and assigns.
- 2.03 General Manager (Marketing)" shall mean the Officer in Administrative charge of the Fertilizer Division of Rashtriya Chemicals & Fertilizers Ltd.
- 2.04 Dy. Marketing Manager (Jaipur) shall mean the Officer in administrative charge of Jaipur area Office, RCF Ltd. Jaipur.

3.00 SUBMISSION OF TENDERS

- 3.01 The tenderer, after studying all tender documents carefully and after visiting the site for satisfying himself of the local conditions, location and accessibility of the site, nature, extent and character of the operations, may obtain all clarifications in writing before tendering. Submission of tender implies that the tenderer has obtained all the clarifications required by him. No claim on ground of want of knowledge in such respect will be entertained.

The tenderer should quote the rates on **BLOCK WISE BASIS**, in Rupees Per MT (in figures as well as in words) for the blocks mentioned in Schedule II of the N.I.T & for Wagon handling as given in Schedule II. Quoting of rates in words & figures is mandatory. In case of discrepancy in rates quoted in words and figures, rates quoted in words will be considered. The rates should be inclusive of Warai Charges but exclusive of Service Tax on transportation. Wagon handling charges without use of hooks should be quoted separately including unloading, loading, stacking and de-stacking at Railway station. In case the quotation is received in more than two decimals, it will be rejected. An example is given for quoting rates in Schedule –II.

- 3.02 The tenderer has to quote for all the blocks/jobs covered by the tender as per schedule-II. The tenderer should quote for all blocks/jobs, failing which their tender is liable to be rejected. The **block wise** rate quoted will be applicable for all the destinations within entire block, irrespective of distances.
- 3.03 The rates quoted in the tender are to hold good for a period of 90 days from the date of opening of the tenders and if contract is awarded, the same rates will be valid for the entire period of contract inclusive of extension/extensions. No tenderer can withdraw his tender or revoke or revise the rates within the aforesaid period of three months and If the tenderer withdraws / revises / revokes OR shows unwillingness to conform with his offer, the earnest money deposit (EMD) shall be forfeited by the company and the tenderer is also liable for de-listing from the current panel of pre-qualified transporters of **BARAN** Rake-point / warehouse and will also not be eligible for immediate next empanelment for a minimum period of two years at the said rake-point / warehouse.
- 3.04 If the tender submitted is not in the name of any individual, the tenderer shall disclose the nature, constitution and registration of the tendering firm and the tender shall be signed by a person or persons duly authorised to do so by means of a legally valid documents which, or a duly certified copy of the same, shall be attached with the tender.

3.05 **Service of Notice of Contract**

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

3.06 Commencement of Work

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

4.00 VALIDITY OF TENDERS

4.01 Any tender

- i) Which varies from our terms & conditions or stipulates counter conditions, OR
- ii) Which fails to provide required information or is otherwise incomplete, OR
- iii) Which is received from a Registered Fertilizer dealer or their partners or persons having implicit or explicit relations with the dealer or company employee.
- iv) Which is received from a Pvt. Buffer Stockiest of the Company in the said area of operation of the H&T contracts.

Is liable to be rejected.

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

- i) To reject any or all tenders.
- ii) To split up work amongst two or more tenderers.
- iii) To award the work in part and not in its entirety, if considered expedient, without assigning any reason or giving any explanation thereof.
- iv) To negotiate with one or more tenderers for revision of rates downwards if the company feels that rates so received are not appropriate.
- v) **To reject the tender on the basis of unsatisfactory performance of the tenderer in previous transport contracts with the company.**

vi) To reject the tender of de-listed transporter due to unsatisfactory performance, forfeiture of EMD or due to any other reasons.

vii) The financial or business association with RCF fertilizer dealer with company employee will be a disqualification. OR

viii) When tenders are received pursuant to issue of NIT to pre-qualified parties, from any proprietorship/firm/companies having the same Proprietor or one or more Partners/directors in the business organisation of any other party(hereinafter called common firms), such tenders shall be considered as having been received from only one applicant in different names and the lowest acceptable quotation of such common firm shall only be considered for evaluation.

ix) When tenders are received from any Proprietorship / firms /companies, having one or more common business facilities such as Telephone, fax, emblem, address etc. shall be considered as having been received from only one tenderer in different names and the lowest acceptable quotation of such common firm shall be considered from the pre-qualified list.

5.00 PERIOD OF CONTRACT

The period of contract is for 12 months. However, the Company will be entitled to terminate the contract without assigning any reasons by giving 7 (Seven) days notice.

The contract can be extended up to further period of 3 (three) months on the same rates, terms and conditions of the N.I.T. at the sole discretion of the company. It is further agreed that the Company may in its sole discretion forfeit the Security Deposit on refusal/failures of the contractor to work promised herein above.

5.01 Any increase or decrease in the prices of diesel rates will be adjusted on the basis of one litre = 4km/10 MT, which means for every 40 paise of increase per litre in diesel price, one paise per km/MT will be allowed in case of increase and will be reduced in case of decrease in the price. Any cumulative increase or decrease in the price of diesel by less than 40 paise per litre shall not be considered under this clause. **Any upward/downward revision in diesel price in places other than at RAJASTHAN will not be considered for escalation/ reduction in transportation rates.** The working is given as under: -

The diesel rate is the base rate as on scheduled last date and time of receipt of Price bids. Any cumulative Increase / decrease in transportation rates will be given @ 1 paise / Km/ MT for every 40 paise increase / decrease per litre in diesel price. Any cumulative increase / decrease in diesel price less than 40 paise per litre shall not be carried forward for adjustment with any future diesel price change. The adjustment will be made with regard to the rate as on scheduled last date and time of receipt of price bid,

For eg.

THIS IS ONLY AN EXAMPLE

Diesel Rate	DATE	Rs. / litre	Change with respect to base rate.	Adjustment in original transport rate Rs./MT/Km.
Last date & time of receipt of price bid	01/06/2006 (Example)	40.50		
Revision	01/07/06	41.00	0.50	0.01
Revision	10/08/06	41.25	0.75	0.01
Revision	31/08/06	42.00	1.50	0.03
Revision	12/09/06	41.50	1.00	0.02
Revision	20/09/06	40.05	- 0.45	- 0.01
Revision	10/10/06	40.30	- 0.20	No adjustment

Note: - For calculation, lead KM of each block will be considered as given in annexure -

5.02 Two separate rates of transportation, one pertaining to block wise movement and the second pertaining to movement to warehouse are invited. The transportation rate for movement to local warehouse is on flat rate basis and no diesel impact will be considered for this movement from Railhead to warehouse.

6.00 EARNEST MONEY:

6.01 Tenderer should make a deposit of Rs.25,000/- towards EMD by way of demand draft in favour of Rashtriya Chemicals and Fertilizers Ltd. Payable at Jaipur. Earnest Money shall not be accepted in any form other than that specified above and tenders not accompanied by earnest money as above, are liable to be rejected.

6.02 No interest shall be payable on the earnest money deposit.

6.03 The earnest money deposit will be refunded to the unsuccessful tenderer/s within a period of three months from the date of awarding the contract.

7.00 SECURITY DEPOSIT

7.01 Upon the Company's intimation of acceptance of tender, the successful tenderer shall within stipulated date mentioned in the work order, deposit with RCF Ltd, Jaipur interest free Security Deposit calculated on the contract value, at the following rates for due and faithful performance of the contract either by Demand Draft payable at Jaipur or in the form of Bank Guarantee from one of the banks approved by the company as per list attached in the Performa prescribed by the Company. The earnest money deposit shall be forfeited in case the above cited Security Deposit is not furnished to company within 7 days from the date of intimation of the acceptance of offer /issue of letter of intent. The transport contractor whose EMD is forfeited is liable for de- listing from current panels of pre qualified transporters of **BARAN** rake-point / Warehouse AND also will not be eligible for immediate next empanelment's for minimum period of two years at **BARAN** Rake-point / Warehouse.

The Company shall reserve in such an event, the right to accept any tender, which is considered suitable and the Company shall be entitled without prejudice to any other rights, to claim from the contractor all losses caused to or suffered by the Company.

The rates of Security Deposit to be calculated on contract value:

- (1) For first Rs.10 lakhs @ 10.0 %
- (2) For next Rs.10 lakhs @ 7.5 %
- (3) For balance amount @ 5.0 %

- 7.02 The Security Deposit furnished by the contractor shall not carry any interest.
- 7.03 The Security Deposit shall remain at the entire disposal of the Company, as a security for the satisfactory execution and completion of the work in accordance with the terms and conditions of the contract. The Company shall be at liberty to deduct and appropriate from the security deposit any losses, damages, penalties and dues as may be payable by the contractor under the contract and the amount by which the security deposit is reduced by such appropriation will be made good by further deduction from the contractor's subsequent interim bills until the security deposit is restored to its full limit mentioned above.
- 7.04 If the contractor had previously held any contract and furnished security deposit with the Company, the same shall not be adjusted against this tender and a fresh security deposit will be required to be furnished.
- 7.05 On satisfactory performance and completion of the contract in all respects and upon return in good condition of any property belonging to the Company which may have been issued to the contractor the Security Deposit will be returned to the contractor without any interest on presentation of NO DEMAND CERTIFICATE from Dy. Marketing Manager Jaipur.

8.00 PERFORMANCE/TERMINATION OF THE CONTRACT

- 8.01 If the contractor is unable or fails or neglects to execute the work covered by the contract, any loss incurred by the Company in this respect will be on contractor's account Dy. Marketing Manager , Jaipur or his authorized representative at his entire discretion may also terminate the contract in part or in full after giving 7 (seven) days' notice in writing to the contractor, if in his opinion, the work under the contract is not being done to his satisfaction in accordance with the terms and conditions of the contract, Dy. Marketing Manager , Jaipur or his authorized representative will have the right, in such an event, to get the job done by a third party in part or full at the risk and cost of the contractor.
- 8.02 In case it is found that any information furnished by the contractor is false or incorrect, Dy. Marketing Manager Jaipur or his authorized representative at his entire discretion may terminate the contract without giving any notice.

8.03 The Transport Contractor will have to transport the fertilizers without Transshipment, failing which a penalty of Rs.700/- (Rs. Seven hundred only) per truck will be imposed.

9.00 Insolvency or inability to perform contract satisfactorily

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

9.02 Assignment or sub-letting of contract

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

9.03 The Transport Contractor will have to supply sufficient number of Trucks per day as required during the period of handling, within the stipulated time, failing which the consequences thereof will rest entirely with the contractor.

The transport contractor will supply trucks from time to time as fixed and intimated by the company within the stipulated time (i.e. maximum of one day for lifting from rake point and maximum three days for lifting from warehouse). In case of failure to supply trucks as stipulated above and as given the quota letter of the company, penalty at the rate of Rs. 700/- (Rs Seven hundred only) per truck short supplied in the stipulated period will be imposed on the contractor.

The transport contractor will have to transport the fertilizer without transshipment failing which a penalty of Rs.700/-(Rupees Seven hundred only) per truck will be imposed. Only in case of accident the penalty will be waived on submission of sufficient proof i.e. FIR lodged etc. with the approval of General Manager (Mktg).

9.04 No detention charges for trucks at rake-point / warehouse or at any destination shall be payable to transporter under any circumstances whatsoever. **No unloading charges at destination will be considered.**

However, unloading charges could be paid for unloading arranged and paid by the transporter at such warehouses where there is no provision of company / warehouse for unloading subject to approval of General Manager (Mktg).

10.00 VOLUME OF WORK:

No guarantee can be given as to any definite volume of work, which will be entrusted to the contractor at any time or during the period of contract. But the present indications are that the quantity likely to be moved will be about **18200 MTs at & from BARAN** rake point/ warehouse during the period of contract.

11.00 Indemnity

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

12.00 TRANSPORTATION FROM RAILWAY STATION

The Transport Contractor will undertake the job of operation at Railway stations starting from unloading from the wagons upto loading into trucks. These charges will be claimed separately. No Hundekari charges will be paid. The Transport Contractor will be responsible for any demurrage/ Warfage charges to be paid to the Railways.

13.00 The contractor will have to submit the acknowledgement of Consignee within 30 days from the date of dispatch of material in order to assure that the material is delivered to correct consignee for the satisfaction of the Company. In case of failure to submit the acknowledgement, the Company may at the discretion charge a penalty @ Rs.100/- per truck per week for the delay in submitting the acknowledgement for material so delivered to the maximum of the value of material.

14.00 Contractor to comply with all laws etc.

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

15.00 The Company's lien on all moneys due

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

16.00 Declaration of Tenderer's relation with RCF Employees

Should a tenderer or contractor have a relation or relations, or in the case of firm or Company of contractors, one or more of its shareholders or a relation or relations of shareholder employed in the capacity of junior Officer and above in the Company, the authority inviting tender shall be informed of the fact at the time of submission of the tender, failing which the Company may in its sole discretion, reject the tender or rescind the contract in accordance with the provisions of Clause 28.00.

17.00 Declaration of Tenderer regarding Fertilizer Dealership

At the time of submission of tender, the tenderer will submit a declaration stating whether the Proprietor / Director / Partner, as applicable, of his firm is having any relation/relations with any Proprietor / Director /Partner of any registered fertilizer dealership firm of RCF Fertilizers. Also in case subsequently during the validity of contract such relationship is established, Dy. Marketing Manager, Jaipur will have to be informed of the same and contract will be liable for termination with immediate effect.

18.00 Declaration of Tenderer regarding Pvt. Buffer Stockiest at said location.

At the time of submission of tender, the tenderer will submit a declaration stating whether the Proprietor / Director / Partner, as applicable, of his firm is having any relation/relations with any Proprietor/Director/Partner of any registered Private Buffer Stockiest of RCF Fertilizers. Also in case subsequently during the validity of contract such relationship is established, Dy. Marketing Manager Jaipur will have to be informed of the same and contract will be liable for termination with immediate effect.

19.00 Contractor to Execute Agreement

The contractor's responsibility under this contract will commence from the date of issue of the letter accepting the work order. The tender documents and the letter of acceptance shall constitute the contract. The successful tenderer shall be required to execute an agreement with the company, within 7 (Seven) days of the receipt by him of the letter of acceptance for carrying out the works according to the general conditions of the contract as may be given in the tender documents and special conditions of contract. The agreement to be executed will be in agreement form of works to be specified by the Company. The provisions contained in tender papers and other document exchanged between the tenderer and the company, shall form part of the contract. The earnest money deposit will be forfeited in case the contractor fails to execute the agreement within the stipulated period as mentioned above.

20.00 Delay / Failure in commencement / Completion of work

The time shall be regarded as the essence of the contract and delay/failure on the part of contractor to start work on the stipulated date as per clause No.3.06 or failure to supply the sufficient number of trucks shall entitle the Company to any of the followings, in addition to recovery of agreed liquidated damages, as per clause No.9.03

- i) Stop further requisitions of trucks for some or all orders, from the contractor for such period as deemed necessary by the company.
- ii) Get the transportation work executed for some or all orders through any other party at risk and cost of the contractor.
- iii) Get the transportation work done for balance period of the contract through any other party at risk and cost of the contractor.
- iv) To undertake any other measures deemed fit in order to supply the material considering time as the essence of contract.
- v) At the discretion of the company, the transport contractor whose part or full job has been put under risk and cost is liable for de-listing from current panels of pre qualified transporters of **BARAN** Rake-point / Warehouse AND also will not be eligible for immediate next empanelment for the minimum period of two years from **BARAN** Rake-point / warehouse.

A maximum of two penalties will be levied in case of non-supply for a particular indent. Thereafter the company at its discretion may take any or all the steps as above as deemed necessary by the company and the same is acceptable to the contractor.

21.00 Provisions of Workmen's Compensation Act.

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

22.00 RCF not responsible for Contractor's Employees.

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

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

23.00 Sums payable by way of compensation without reference to actual loss

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

24.00 Inconveniences to the Public

The contractor shall not deposit material on any site, which may cause inconvenience to the public. Dy. Marketing Manager Jaipur may require the contractor to remove any materials which are considered by him to be dangerous or inconvenient to the public or cause these to be removed at the contractor's cost.

25.00 Contractor to be liable for all taxes etc.

The rates specified in the tender should be exclusive of Service Tax on transportation but inclusive of sales tax or any other taxes, VAT, toll, duties of any kind, Cess, royalty or commission in respect of the contract. Service Tax on transportation will be paid by RCF directly to the concerned authorities. Any other taxes including any other Service tax like handling etc. will be borne by the Contractor. However, the Octroi duty paid, wherever applicable in respect of fertilizers dispatched on RCF account to central warehousing corporation, state warehousing corporation and the godowns hired by the company shall be reimbursed on production of original receipts.

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

26.00 Contractor not to engage unsuitable employees

The contractor shall on instructions of the Dy. Marketing Manager, Jaipur, immediately dismiss, from the works any person employed thereon, who may misbehave or cause any nuisance or be otherwise, in the opinion of Dy. Marketing Manager, not a fit person to be retained on the works. Such person shall not be again employed or allowed on the works without the prior written permission of the Dy. Marketing Manager Jaipur.

27.00 On account payment:

A transport contractor, on his request furnishing the letter to that effect, can avail "On account payment facility" of the company considering releasing of 90 % on account payment of bills submitted by the transporter, complete in all respects within a week against prompt payment rebate of 1 % for all such payments. The facility will be available for only those bills duly completed in all respect and submitted within 30 days from the date of challan. Submission of bills as above will be on weekly basis.

28.00 Termination of contract owing to default of contractor

28.01 If the contractor should: -

- i) become bankrupt or insolvent or

- ii) Make arrangement with or assignment in favour of the creditors or agree to carry out the contract under a committee of inspection of his creditors or
- iii) Being a company or corporation, go into liquidation other than a voluntary liquidation for the purpose of amalgamation or reconstruction or
- iv) Assign the contract or any part thereof otherwise than as provided in Clause 9.02 of these conditions or
- v) Abandon the contract or
- vi) Persistently disregard the instructions of the Dy. Marketing Manager Jaipur or contravene any provisions of the contract or
- vii) Fail to adhere to the agreed programme of work or
- viii) promise, offer or give any bribe, commission, gift or advantage whether himself or through his partner, agent or to any officer or employee of company or to any person on his or on their behalf in relation to the execution of this or any contract with the company, then and in any of the said cause, the Dy. Marketing Manager , Jaipur on behalf of the company may serve the contractor with a Notice in writing to the effect. If the contractor does not within 7 (seven) days after the delivery to him of such notice, proceed to make good his default, in so far as the same is capable of being made good, and carry on the work or comply with such directions as aforesaid to the entire satisfaction of the Dy. Marketing Manager ,Jaipur the company shall be entitled after giving 48 hours notice in writing under the hand of Dy. Marketing Manager , Jaipur to remove the contractor from the whole or any portion or portions (as may be specified in such notice) of the works, without thereby avoiding the contract or releasing the contractor from any of his obligations or liabilities under the contract, and adopt any or several of the following courses:
 - a) to rescind the contract, of which rescission notice in writing to the contractor under the hand of the Dy. Marketing Manager, Jaipur, shall be conclusive evidence, in which case the security deposit of the contractor shall stand forfeited to the company, without prejudice to the Company's right to recover from the contractor any amount by which the cost of completing the work by any other agency shall exceed the value of the contract.

OR

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

OR

- c) measure up the work executed by the contractor and to get the remaining work completed by another party at the risk and expense of the contractor in all respects in which case any expenses that may be incurred in excess of the sum which would have been paid to the contractor if the work had been carried out by him under the terms of the contract, the amount of which excess as certified by the Dy. Marketing Manager Jaipur, shall be final and binding upon the contractor, shall be borne and paid by the contractor and may be deducted from any money due to him by the company, under the contract or otherwise or from his security deposit, provided always that in any case in which any of the powers conferred upon the company, by sub clause 28.01 of clause 28.00 hereof shall not be exercised the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such shall notwithstanding be exercisable in the event if any future case of default by the contractor for which his liability for past and future remains unaffected.

28.02 Right of the company after rescission of contract owing to default of contractor

In the event of any or several of the courses referred to in sub-clause 28.01 of this clause being adopted:-

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

29.00 Matters finally determined by the Company

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

30.00 SETTLEMENT OF DISPUTES

All disputes and questions, claims, rights, matters or things whatsoever in any way arising out of or relating to the contract are to be referred to the Sole Arbitrator to be nominated by the General Manager (Marketing) of the company. The award shall be reasoned and shall be binding on both the parties and the jurisdiction shall be Mumbai under Indian Conciliation and Arbitration Act 1996.

31.00 FORCE MAJURE

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

32.00 DELIVERY OF MATERIAL

The contractor shall deliver the material to the consignee as per the instructions of the consignor within 3 days from the date of dispatch. The acknowledgement for the receipt of goods from the consignee shall be sent back to consignor within 30 days from dispatch of material. The company shall be entitled to recover the value of material in the event the "duly acknowledgement" is not received by the consignor within 30 days stipulated in this clause. The company is entitled to recover such costs, damages, as may be necessary due any delay in delivery/receipt of acknowledgements.

33.00 TERMS OF PAYMENT

Payment of bills to the Transport Contractors will normally be made within 30 (thirty) days from the submission of the bill along with necessary acknowledgement of dispatch document. from various storage/ location/ Railway Station for operation at Railway Stations. Payment will be made as per the sub clause 9.04 of clause 9.00 hereof. The payment of movement of material will be settled at Jaipur Office. The bill must be submitted, complete in all respects within 30 (thirty) days from the date of challan. In case of delay in submission of bills (complete in all respects), the contractor shall have to pay the liquidated damages to the company at the rate of Rs.100/- (Rs. one hundred only) per week or part thereof for each truckload from the expiry of 30 days from the date of challan. If the bills (complete in all respects) are not submitted by 90th day from the date of challan, the value of the material calculated at the prevailing Retention Price for Urea and at rates fixed by the company for complexes from time to time, will be with-held from Security Deposit / Bills pending and if the bill (complete in all respects) is not submitted by 90 days from the date of expiry of contract, the material will be treated as loss in transit and the value of material at prevailing Retention Price for Urea and at rates fixed by the company for complexes from time to time will be deducted from pending bills/security deposit along-with liquidated damages accrued. But if such amount shall exceed the amount of the security deposit and/or pending bills, then the contractor shall, upon demand, pay to the company the amount so recoverable and it shall be deemed a debt by the contractor to the company and shall be recoverable accordingly.

34.00 DIVERSION

In case the Contractor is directed in writing by an Officer of the company or in-charge of the warehouse or consignee to carry the material further to any other destination, after reaching the original destination in the Delivery Challan, the contractor would carry out such instructions. Payment for such diverted delivery of the material will be the same as if it is a direct delivery to the final destination. The Contractor in such cases should also produce a certificate from Automobile Association/State transport authority/ PWD/ Field officer for the distance between the original destination and the new destination.

35.00 No claim shall be made by the transport contractor against the company due to non-utilization of the whole or any portion of the number of trucks ordered by the company or for delay in delivering the material thereof, which may be due to any act of God such as flood, tempest, earthquake etc or due to any labour disturbances such as strike, lockout, go-slow, or due to shortage of raw material or due to any other cause, whatsoever beyond the control of the company where the goods are produced or dispatched. In such cases, the time for utilization of trucks provided by transport contractor shall at the option of the company be extended till such time as the normal situation is expected to return.

36.00 Where tenders are received from any proprietorship / firm / companies having the same Proprietor or one or more partners/ Directors in the business organization of any other tenderer (herein after called Common Firms), such tenders shall be considered as having been received from only one tenderer in different names and the lowest acceptable quotation of such common firm shall only be considered for further evaluation.

37.00 Where tenders are received from any Proprietorship/ firms/ /Companies, having one or more common Business facilities such as Telephone, Fax, Emblem, address etc. shall be considered as having been received from only one tenderer in different names and the lowest acceptable quotation of such common firm shall only be considered.

38.00 Where tenders are received from Proprietor or one or more Partners having financial interest or sharing of common business facilities with registered fertilizer dealer of the company or private warehousing contractor. The applicant in such case will be permitted to have one of the following businesses: -

- a) Transport contract
- b) Dealership
- c) Private warehousing contract

If the applicant is suitable as a transport contractor, all the issues need to be settled before termination/ suspension of other businesses as mentioned above.

-

If the facts of such common business are established at a later stage, all such contract/contracts are liable to be terminated.

39.00 Where proprietor or one or more Partners having financial interest or sharing of common business facilities with registered S&D Contractor for transport of material from RCF factory to any block in the district of **BARAN & its neighboring districts**. The applicant in such case will be permitted to have one of the businesses i.e. H&T contract of that rake-point/ warehouse or S&D contract for dispatch from factory to any that rake-point/warehouse. The choice of business will lie with RCF.

Existing S&D (road transportation contract from RCF Trombay & Thal factory) / H&T Contractor of RCF will not be considered for awarding contract for H&T / S&D for the same area of operation where his contracts are in existence.

If the facts of such common business is established at a later stage, all such contract /contracts are liable to be terminated.

**ON PARTY'S LETTERHEAD
SCHEDULE – II
OFFER**

Dy. Marketing Manager
Rashtriya Chemicals & Fertilizers Ltd.,
40- Jadaun Nagar-B, Near Durgapura Railway Station
Durgapura, Jaipur (Rajasthan)-302018

DT:

Dear Sir,

I/We submit herewith the quotation with regard to the contract for Rake – handling and transportation jobs in respect of fertilizers from **BARAN Rakepoint / Warehouse**.

1. I/we have already agreed to the terms and conditions given along with application for empanelment (Annexure-A). This will form part of the contract if awarded. Further I/We Have carefully studied the general terms and conditions given in NIT (Schedule-I). I/We agree to abide by all the terms and conditions therein. This will also form part of the contract if awarded.
2. I/We assure you to supply sufficient number of trucks per day as required.
3. **A.** Our rates are in **Rupees Per MT/ Per block basis** both in words and figures for example as follows.

Assuming if the rates are as follows: -

- | | |
|---------------------------|---|
| a) Tijara block. (Flat) | Rs. 50.00 (Rupees Fifty only)/per Mt |
| b) Kotputli block (Flat). | Rs. 40.40 (Rupees forty & Paise
Forty only)/per Mt |

These rates are inclusive of Warai charges but exclusive of Service Tax on transportation.

The rates are quoted as under: -

In Rs. PMT/Per Block (Flat)

Sl. No	District	Name of Block	Lead KM	Estimated Qty (MTs)	Amount In figures Rs.	Amount in words Rs.
1	Baran	Anta	25	950		
	Baran	Atru	33	550		
	Baran	Baran	20	1000		
	Baran	Chhabra	67	800		
	Baran	Chhipabarod	69	600		
	Baran	Kishanganj	17	700		
	Baran	Shahbad	80	700		
		Total		5300		
2	Bhilwara	Jahajpur	250	100		
	Bhilwara	Mandalgarh	240	100		
		Total		200		
3	Bundi	Hindoli	137	200		
	Bundi	Keshauripatan	102	600		
	Bundi	Nainawa	180	600		
	Bundi	Talera	94	300		
		Total		1700		
4	Jhalawar	Bakani	116	200		
	Jhalawar	Dug	188	550		
	Jhalawar	Jhalrapatn	88	300		
	Jhalawar	Khanpur	47	200		
	Jhalawar	Manohartha a	117	400		
	Jhalawar	Pidawa	156	400		
		Total		2050		
5	Kota	Itava	61	1000		
	Kota	Khairabad	100	600		
	Kota	Ladpura	80	750		
	Kota	Sangod	40	700		
	Kota	Sultanpur	82	700		
		Total		3750		
		Grand Total		13000		
		Transportation to local warehouse		2000		

B. For operation at Railway stations starting from unloading from Wagons up to loading into trucks, I/We shall claim separately as per rates quoted below: (rates will be inclusive of Service Tax etc.)

HANDLING AT RAILWAY STATIONS.

In Rs. PMT				
		Estimated Qty.(mt)	Amount in Figures Rs.	Amount in words Rs.
a)	i) Unloading at Platform	13000		
	ii) Loading from Platform	13000		

HANDLING AT WAREHOUSE/ GODOWNS.

In Rs. PMT				
		Estimated Qty.(mt)	Amount in Figures Rs.	Amount in words Rs.
a)	i) Unloading at Warehouse/ Godown	2000		
	ii) Loading from Warehouse/ Godown	2000		

4. I/We undertake to pay at retention price for UREA and for Complexes as fixed by the company from time to time as compensation, in case the material is short delivered at the destination.
5. I/We will take all precautions for safe-delivery of the consignment at various destinations and the material will be covered with, while the material is either in transit or in our custody. We shall not transship the material from one truck to another and we will be responsible for any loss/damage to the consignment and hereby agree to make good the loss as ascertained by you.
6. **I/We undertake to do multi-product loading and give more than two-point delivery as specified in the challan. No extra charges would be claimed for additional destination.**
7. In case the contract is awarded either fully or partly in our favour, we undertake to carry out the job faithfully and to the entire satisfaction of the Company. We will not sub-let the contract either partly / fully to any other contractor, without your prior written approval/consent. We have no objection if the above contract is given to any number of parties.
8. As and when we are not in a position to supply the per day _____ required number of trucks, penalty at the rate of Rs.100/-per truck load may be levied for the

trucks short supplied over a period of 3 days from the date of order for such dispatches and the same shall be payable by me/us.

9. I/We hereby undertake to collect the receipt of Octroi duty if paid by us at destination, from the receivers of the cargo at destinations. However, the Octroi duty paid, wherever applicable, in respect of fertilizers dispatched on RCF account to Central Warehousing Corporation, State Warehousing Corporation and to the godowns hired by RCF shall be reimbursed by RCF on production of original receipts.
10. I/We agree to keep Security Deposit as per clause No. 7.01 of Schedule-I of NIT, by way of Demand Draft from one of the Banks approved by the company as per list attached. Alternatively, I/We agree to furnish Bank Guarantee of equal amount from one of the bank approved by the company as per list attached.
11. I/We undertake to specifically comply with Central/State Rules, By-Laws and of local authorities and Statutory Bodies and pay all fees, taxes, VAT, duties, charges as may be livable on account of transport operations, at our cost, except service Tax on transportation. **I/We shall be fully responsible for strict compliance of the supreme court order on loading of trucks as per licensed capacity by & shall ensure that RCF and or its officers/employees shall have no civil/criminal liabilities in any manner due to operation of subject contract.**
12. In case of non-fulfillment of contract terms and conditions, I/We agree to the forfeiture of Security Deposit by the Company.
13. I/We hereby agree that the rates quoted and accepted by us will remain firm throughout the contract period and also for the extension period if the contract period is extended.
14. I/We, hereby declare that one or more partners/ Directors /proprietor is not common with other firms who has quoted for this tender.

Yours faithfully,
(Signature & Designation of Tenderer
along with Seal of the Firm.)

LIST OF APPROVED BANK

Sr.No.	NAME OF BANK	
OTHER BANK		8 NOS.
1	BANK OF RAJASTHAN LTD.	
2	CATHOLIC SYRIAN BANK LTD	
3	BARANK MAHINDRA BANK LTD	
4	SOUTH INDIAN BANK LTD	
5	TAMILNAD MERCHANTILE BANK LTD	
6	THE FEDERAL BANK LTD	
7	THE JAMMU & KASHMIR BANK LTD.	
8	THE KARNATAKA BANK LTD	
FOREIGN BANK		14 NOS.
1	ABN AMRO BANK N.V.	
2	AMERICAN EXPRESS BANK LTD	
3	BANK OF AMERICA NATIONAL TRUST & SAVING ASSOCIATION	
4	BANK OF TOKYO LTD	
5	BARCLAYS BANK PLC	
6	BNP PARIBAS	
7	CALYON BANK	
8	CITIBANK N.A.	
9	DEUTSCHE BANK	
10	DEVELOPMENT BANK OF SINGAPORE (DBS)	
11	HONGKONG & SHANGHAI BANK CORPORATION LTD	
12	ING VYSYA BANK	
13	JP MORGAN CHASE BANK	
14	STANDARD CHARTERED BANK	

LIST OF APPROVED BANK

Sr.No.	NAME OF BANK	
PRIVATE SECTOR BANKS		4 NOS
1	AXIS BANK LTD	
2	HOUSING DEVELOPMENT FINANCE CORPORATION LTD (HDFC)	
3	ICICI BANK LTD	
4	IDBI BANK LTD	
CO-OPERATIVE SECTOR BANKS		3 NOS.
1	BOMBAY MERCHANTILE CO-OPERATIVE BANK	
2	District Coop. Banks in State Of Maharashtra up to a Sum Of Rs.5 Lakh	
3	STATE APEX CO-OPERATIVE BANK	
State Bank Of India and its associate Branchs		8 NOS.
1	STATE BANK OF INDIA	
2	STATE BANK OF BIKANER & JAIPUR	
3	STATE BANK OF HYDERABAD	
4	STATE BANK OF INDORE	
5	STATE BANK OF MYSORE	
6	STATE BANK OF PATIALA	
7	STATE BANK OF TRAVANCORE	
8	STATE BANK OF SAURASHTRA	

LIST OF APPROVED BANK

Sr.No.	NAME OF BANK	
NATIONALISED BANKS		19 NOS.
1	ALLAHABAD BANK	
2	ANDHRA BANK	
3	BANK OF BARODA	
4	BANK OF INDIA	
5	BANK OF MAHARASHTRA	
6	CANARA BANK	
7	CENTRAL BANK OF INDIA	
8	CORPORATION BANK	
9	DENA BANK	
10	INDIAN BANK	
11	INDIAN OVERSEAS BANK	
12	ORIENTAL BANK OF COMMERCE	
13	PUNJAB & SIND BANK	
14	PUNJAB NATIONAL BANK	
15	SYNDICATE BANK	
16	UCO BANK	
17	UNION BANK OF INDIA	
18	UNITED BANK OF INDIA	
19	VIJAYA BANK	

BANK GURANTEE BOND

Rs. 200/- STAMP PAPER

(To be submitted from Nationalised /Scheduled Bank)

In consideration of **Rashtriya Chemicals & Fertilizers Ltd.** company registered under the companies Act 1956, having its registered Office at "PRIYADARSHINI", EASTERN EXPRESS HIGHWAY, SION, MUMBAI-400022 & Area Office: 40 Jadaun Nagar-B, Near Durgapura Railway Station, Durgapura, Jaipur (Rajasthan)-302018 (hereinafter called RCF which expression unless repugnant to the context includes legal representatives, successors or assigns) having agreed to exempt

(whet-her
Proprietorship or Partnership firm or company).
M/s _____ (hereinafter called the said Contractor(s) from
the demand under the terms and conditions of Work Order No. _____
dated _____ issued by Marketing Department in regard to handling &
transportation of Fertilizers, on the Contractor (Hereinafter called 'the said Order') of the
Security Deposit for the due fulfillment by the said contractor of the terms and conditions
contained in the said order, on production of Bank Guarantee for Rs. _____ Lakhs
(RUPEES LAKHS ONLY).

We _____ Bank Ltd., (Hereinafter referred to as the Bank) do hereby undertake to pay the RCF an amount not exceeding Rs. _____ Lakhs (RUPEES ----- LAKHS ONLY) against any loss or damage caused to or suffered by the RCF by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said Agreement. The Bank hereby agrees to address all correspondence in regard to the Bank Guarantee to Area Incharge (Fertilizer Marketing Division), Rashtriya Chemicals and Fertilizers Ltd., : 40 Jadaun Nagar-B, Near Durgapura Railway Station, Durgapura, Jaipur (Rajasthan)-302018

2. We _____ Bank Ltd., do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the RCF stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the RCF by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said order or by reason of the Contractor(s), failure to perform the said order. The decision of RCF with regards to sums of money, losses, damages, costs, charges and expenses that may become due from or payable to it by the contractor shall be final and binding on us. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ /- (RUPEES ---- LAKHS ONLY).

3. We _____ Bank undertake to pay to the RCF any money so demanded notwithstanding any dispute or dispute raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We _____ Bank Ltd., further agree to the guarantee herein 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 the RCF under or by virtue of the said order have been fully paid and its claim satisfied or discharged or till

Area - In-charge, Jaipur certifies that the terms and conditions of the said order have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantees. Unless a demand or claim under this Guarantee is made on us in writing on or before _____, we shall be discharged from all liability under this guarantee thereafter.

5. We _____ Bank Ltd., further agree with the RCF that the RCF shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the Contractor(s) from time to time or to postpone for anytime or from time to time any of the powers exercisable by the RCF against the said Contractor(s) and to forebear or enforce any of the terms and conditions relating to the said Order and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the RCF or any indulgence by the RCF to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. Our liability under this guarantee is restricted to Rs. -----(RUPEES ----- LAKHS ONLY) and shall remain in full force up to _____ unless a demand or claim under this guarantee is made on us in writing within Six months from the date of expiry viz. _____ we shall be discharged from all liabilities under the guarantee hereafter.

7. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

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

Dated the _____ day of _____ 200

for _____ Bank Ltd.

seal

Rs.100/- STAMP PAPER

AGREEMENT FOR HANDLING & TRANSPORT

THIS AGREEMENT made at Jaipur on the _____ of _____ 200 between **Rashtriya Chemicals & Fertilizers Ltd**, Registered under Companies Act,1956 having its Registered Office at "PRIYADARSHINI", EASTERN EXPRESS HIGHWAY, MUMBAI- 400 022, (hereinafter called as "Company") of the One Part AND M/S _____, (hereinafter called the 'Contractor') of the Other Part. And whereas the Rashtriya Chemicals & Fertilizers Ltd., has invited tenders on _____ for handling & transporting fertilizers from _____ rake point/Warehouse. And whereas the tender submitted by the contractor has been accepted by .RCF and the contractor has accordingly been informed of the decision subject to the following terms and conditions:-

The Terms and Conditions of empanelment (Annexure-A), Terms and Conditions of NIT (Schedule-I), Quotation offer letter dated (Schedule-II) and work order No. Mktg/CG/ dated _____ will form the part of the contract.

2) The contractor agrees to work as Handling & transport contractor for handling fertilizers at _____ rake point and transporting fertilizers from _____ rake point/warehouse to various destinations in _____ district and in rare cases in neighboring districts and districts of _____ area.

3) The contractor agrees to supply on demand as many trucks per day as requisitioned within the framework of NIT.

4) In the event of non supply of trucks as per requisition of company liquidated damages as indicated in clause no.9.03 and 20.00 of the NIT shall be payable by contractor.

5) Due to contractor's inability, failure or negligence to execute the contract, any loss incurred by the company, will be on contractor's account. General manager (M) of the company or his authorised representative at his entire discretion may also terminate the contract in part or full, without any notice or assigning any reason, if in his opinion the work under the contract is not being done in accordance with the terms and conditions of the contract. General Manager (M) of the company also reserves the right to get the work done by any other agency as and when the situation warrants, the additional cost of which will be recovered from contractor's bill/Bank Guarantee/security deposit.

6) The contractor shall ensure that only the trucks in good condition are used for loading of the bags. In addition it will be the contractors responsibility to ensure that the bags are adequately covered to prevent any damage to the bags in transit.

7) The contract involves handling of fertilizers without use of hooks at railhead and during transportation of the same to various destinations. In case of cut and torn bags or bags having hook marks, a deduction of Rs. 20/- (Rs. Twenty only) per bag will be made from the transportation bills as damages in addition to the cost of the material lost.

8) The contractor shall deliver the goods to the consignee nominated by the company within 3 days from dispatch date. Transshipment of material enroute is not permitted. Delayed delivery beyond the specified time limit as above will entail the liquidated damages of Rs.100/-(Rs.One hundred only) per truck load per day from the expiry of 3 days from the date of loading.

9) In case of damage to the material in transit, cost of bags, cost of re bagging and value of material received short will be recovered from the contractor. The rate of recovery will be at retention price in the case of Urea and MRP plus subsidy in the case of decontrolled fertilizers.

10) Bills with acknowledgement should be submitted on fortnightly basis and not later than 30 days from the date of dispatch from the plant. Penalty for non-submission of acknowledgement / bills beyond this period will be Rs.100/- per truck per week or part of week.

11) The contractor shall be paid at the following rates: -

<u>Sl.No.</u>	<u>Name of the block</u>	<u>Rate (Rupees per M.T)</u>
1		
2		
3		
4		

11) Transport Charges include Warai charges but do not include loading at the originating point and unloading at the destination unless otherwise specified.

12) The Company reserves the right to divert the material to any other destination while in transit.

13) The agreement shall be effective from ----- and shall remain valid up to ----- . The contractor has deposited Rs.----- towards Security Deposit which shall be refunded on termination of the contract and submission of No Dues Certificate from the Company's Transport Department. No interest is payable on such deposits.

14) Every effort will be made to settle the transport bills within thirty days of submission of the same complete in all respects as mentioned in clause No.32.00. The contractor will however have no right to claim any interest in case of delay in payment.

15) The Company retains option to extent of contract by six months on the same terms and conditions except in regard to increase in the price of fuel. In the case of increase in the price of diesel the rate will be revised on the basis of one Litre = 4 KMs / 10 MTs which means for every 40 paise of increase per litre in diesel price 1 paisa per KM / MT will be allowed. The same formula will apply in the case of decrease in the price of diesel. No adjustment in transport rate will be allowed in case of price increase or decrease of any other accessories, equipments, tools etc.

The calculation purpose lead km of particular block will be considered.

16) The contractor will comply with all the rules and regulations of Govt. of India, State Govt. and Municipal Authorities.

17) The contract will be governed by all other terms and conditions given in the Tender Document (NIT).

18) The contract is entered into at Mumbai (Maharashtra) and Competent Courts of Mumbai shall have jurisdiction.

19) All disputes and differences arising out of the contract shall be referred to the sole arbitration of the General Manager (M) of the company or some other officer of the Company so authorized to act as arbitrator whose award shall be reasoned, final, conclusive and binding on both parties.

The parties shall be governed by the Indian conciliation and Arbitration Act 1996 and the venue of the arbitration shall be at Mumbai.

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

1) -----

2) -----

(Dy. Marketing Manager)

WITNESSES:-

1) -----

2) -----

* * * *