



RASHTRIYA CHEMICALS & FERTILIZERS LIMITED
(A Government of India Undertaking)
Administrative Building, Chembur, Mumbai 400 074.
Maharashtra, INDIA

Phone: 00 91 22 2552 2608 Fax: 00 91 22 2552 2320/2233

TC: AMMONIA TRANSPORTATION: 2011

18th March 2011.

Dear Sirs,

Sub: Notice Inviting Tender No. TC: AMMONIA TRANSPORTATION:2011-I dt 18.06.2011 FOR TRANSPORTATION OF AMMONIA FROM RCF, THAL TO RCF TROMBAY.

Enclosed please find herewith Notice Inviting Tender (NIT) No. **TC:AMMONIA TRANSPORTATION:2011-I** for Transportation of Ammonia from RCF, Thal, to RCF Trombay.

You are requested to submit your most competitive rates as per the Scope of Work mentioned in the enclosed NIT.

Your sealed offer should reach the office of the undersigned at the following address on or before **14.30 p.m. of 21.06.2011**:

**M/ s. Rashtriya Chemicals & Fertilizers Ltd.
Administrative Building,
Transportation & Clearance Section
Room No. 9 or 53, Ground Floor,
Chembur, Mumbai – 400 074.**

Thanking you,

Yours faithfully,

S G NARAVANE
Dy Materials Manager (T&C)

Encl: NIT (Pages 13)

RASHTRI YA CHEMI CALS & FERTI LIZERS LI MIT ED
(A GOVERNMENT OF I NDI A UNDERTAKI NG)
Administrative Building, Chembur, Mumbai-400 074.

Tel: 25522 2068 / 25522 227.

Fax: 25522 320 / 25522 231

MATERIALS DEPARTMENT

NOTI CE I NVI TI NG TENDER

TENDER NO.: TC: AMMONI A TRANSPORTATI ON: 2011 DT 18.06.2011

SUB: TRANSPORTATI ON OF ANHYDROUS AMMONI A FROM RCF, THAL TO RCF TROMBAY.

Earnest Money Deposit (EMD) : Rs.24,250/ - (Rupees Twenty Four Thousand Two Hundred Fifty only) by Demand Draft in favour of RCF Ltd. payable at Mumbai

Last date & time of receipt of tender : 21.06.2011 at 2.30 P.M.

Date & time of opening of tender : 21.06.2011 at 3.00 P.M.

**Place of tender submission & opening : Transport & Clearance Section
RCF Limited, Trombay Unit,
Administrative Building, Room No.53
Chembur, Mumbai – 400 074.**

Notes:

1. **Part-I** of the Tenders will be opened on the same day
2. Price bid may or may not be opened in the presence of the bidders.
The date of price bid opening will be intimated separately.

NOTICE INVITING TENDER
TENDER NO.: TC: AMMONI A TRANSPORTATION: 2011.

TERMS & CONDITIONS

1.00 DEFINITIONS:

- 1.01** The term '**CONTRACT**' shall mean and include the NOTICE INVITING TENDER (NIT) the instructions to tenderer, the tender, Letter of Intent accepting the tender in part or full., special and general terms and conditions, directions and comments conveyed in writing, the Work Order, and its subsequent variations if any, or any other authorized contract documents, and those general and special conditions that may be added subsequently or such other documents, specifications as may be prescribed.
- 1.02** The term '**CONTRACTOR**' shall mean the person(s) firm, or Company with whom the Contract has been entered into and shall be deemed to include their representatives, heirs, executors and administrations, successors, and permitted assignees of such person(s) firm, or Company.
- 1.03** The term '**RCF**' shall mean Rashtriya Chemicals & Fertilizers Ltd having its Registered Office at 'Priyadarshini', Eastern Express Highway, Sion, Mumbai - 400 022 and shall include the administrative and executive officers authorized to deal with all matters relating to the Contract and shall be deemed to include their successors and/or assignees.
- 1.04** The term '**TENDERER**' shall mean the person(s) firm, or Company who offer(s) a tender or quotation duly signed in response to the invitation to tender issued by 'RCF' and shall be deemed to include their representatives, heirs, executors and administrators, successors and permitted assignees of such person(s), firm, or company.

2.00 INSTRUCTIONS FOR SUBMISSION OF TENDERS:

- 2.01** Every tender shall be made out in English language. All other information will also be supplied by the tenderer in English language and type written. All amounts shall be indicated by tenderer both in words as well as in figures, wherever if there is difference between prices quoted in figures and words, corresponding amount quoted in words shall prevail.

Tenders should be free from overwriting. All corrections should be duly attested by the tenderer. Tenders should be signed by tenderers manually in long hand by persons who are legally authorized to sign on behalf of the person or firm or company tendering and in case of firm/company tender should bear its seal or stamp. The legal instrument of authority either in original or a certified copy thereof empowering the person signing the tender should accompany the tender. No oral, telephonic or telegraphic tenders or modifications in the tenders shall be considered under any circumstances.

All tenderers are requested to submit their tenders STRICTLY as per the instructions given below. Tenders should either be submitted personally or sent by Registered post/Courier to the following address so as to reach well in advance of the closing date and time:

**Transport & Clearance Section,
Room No. 53, Administrative Building (Ground Floor),
Rashtriya Chemicals & Fertilizers Ltd., Trombay Unit,
Chembur, Mumbai - 400 074**

The envelopes containing the tender should be superscribed with the Tender No. and date of opening. The tenderers in their own interest are advised to notify by Fax/email, Date & Place of despatch of tenders. (Fax Nos. 5522320/ 5522233 email address: sgnaravane@rcfltd.com, dndivekar@rcfltd.com).

2.02 Submission of tenders:

Tenders should be type written. Tenders are to be submitted in two separate sealed covers as follows:

i) **EMD & Unpriced commercial part of tender- Part-I:**

The first sealed envelope should contain Earnest Money Deposit and all the documents and details sought in the Tender. The cover should be clearly marked “**Unpriced Commercial Part of Tender -Part-I**”.

ii) **Commercial part of tender with price- Part-II:**

The second sealed envelope (Part-II) should contain only the **Rates as sought in clause 13.00 of this NIT** in the prescribed form and in the units shown therein. The cover should be clearly marked with “**Part II of the tender – Price bid**”.

2.03 Both the envelopes should be put into an outer Envelope duly sealed. All these envelopes should be properly superscribed with the Tender No. and due date and brief description and the name of the Contractor for proper identification.

2.04 **Documents to be attached to the tender:**

The Tenderer should furnish the following document along-with the tender:

- 1) Earnest Money Deposit in the form of Demand Draft.
- 2) Company’s Income statement for the last three years.
- 3) Copy of the NIT duly signed and stamped on each page.
- 4) Certificate that the rates are valid for 60 days from the tender closing date for placement of Work Order.
- 5) A certificate showing that the rates shall be firm and valid during the entire contract period.
- 6) List of major Customers during last two years for similar work.
- 7) List of major Customers presently working for and doing similar work.
- 8) Income Tax Account No. PAN No. **AND** Service Tax Registration Certificate.
- 9) **List of tankers that will be provided for the subject job** indicating the capacity of each tanker along with documents of the said vehicles RTO registration and Tax Book. Please note, the successful bidder will have to transport minimum 100 MT of ammonia on per day basis.

All the documents furnished by the bidder, if not in original, shall be attested by the bidder.

If the tender submitted is not in the name of an individual the tenderer shall disclose the nature of constitution and registration of the tendering firm and shall be signed by the persons or a person duly authorized by him by means of reasonably valid document (a duly certified copy of the same) which shall be attached with the tender.

3.0.00 **CLARIFICATIONS:**

3.0.01 In case clarifications are required on invitation to tender, the tenderer shall approach RCF in writing well before the opening of the tender, and RCF will provide the information required in writing. However, failure to receive any addendum or clarification shall not relieve the tenderer of any of the obligations stipulated in the invitation to tender.

- 3.0.02 The Invitation to tender with Annexures will be considered to have been read, understood and accepted by the tenderers unless otherwise specifically stated by them in writing well before the scheduled opening of the commercial part of the tender.
- 3.0.03 The terms and conditions as embodied in the Contract shall be final and no changes shall be allowed there from unless mutually agreed.
- 4.0.00 **TENDER OPENING:**
- 4.0.01 Tenders will be opened in two stages, hence both **Part I & Part II** should be in two separate sealed envelopes duly superscribed with our Tender number, due date and indicating Part-I and Part-II as under:
- Part - I** - Unpriced Commercial part of the tender, and shall include all document listed in 2.0.04.
- Part – II** - Commercial part of the tender with Schedule of Rates (Price bid)
- 4.0.02 The Unpriced Commercial part of Tender (Part-I) will be opened in the presence of tenderer's representative who choose to remain present.
- 4.0.03 The commercial part of tender (Part - II Price Bid) with Schedule of rates shall be opened after the following:
1. The tenderer has fulfilled the Prequalification criteria.
 2. The tenderer's unpriced commercial bid is fully compliant with the NIT requirements and found acceptable.
 3. All the clarifications have been received and accepted by RCF.
- Note: The date of price bid opening (Part-II) will be intimated separately.**
- 5.0.00 **EARNEST MONEY DEPOSIT:**
- 5.0.01 Earnest Money Deposit should be furnished in the form of a Demand Draft payable at Mumbai drawn in favour of Rashtriya Chemicals & Fertilizers Limited.
- 5.0.02 Any request to adjust Earnest Money Deposit out of the tenderer's running bills or pending payments will not be considered and the Tender will be treated as without Earnest Money Deposit.
- 5.0.03 Tenders received without Earnest Money Deposit or with the Earnest Money Deposit in a manner other than what is mentioned above will not be accepted.
- 5.0.04 Govt. of India Undertaking and small-scale industries registered under single point registration with national small-scale Industries Corporation are exempted from the payment of Earnest Money Deposit.
- 5.0.05 **Forfeiture of Earnest Money Deposit:** If for any reason whatsoever any tenderer withdraws his tender at any time prior to expiry of the validity period or after issue of the Letter of Intent, Work Order, fails or refuses to execute the order or to furnish the Security Deposit for faithful performance of the Contract within the stipulated time the amount of Earnest Money Deposit is liable to be forfeited.
- 5.0.06 **Refund of Earnest Money:** Earnest Money Deposit will not carry any interest. Earnest Money Deposited by the unsuccessful tenderers will be refunded as soon as possible. Earnest Money Deposit of successful tenderers will be refunded after the successful tenderer furnishes the required Security Deposit.

6.0.0 **VALIDITY OF TENDERS:** All tenders should be kept valid for acceptance for 60 days from the tender closing date. Tenders of lesser validity period may not be considered. No Tenderer can withdraw his tender or revoke the same within the validity period. If the Tenderer withdraws / revokes / revises the tender rate his Earnest Money Deposit shall stand forfeited.

7.0.00 **SECURITY DEPOSIT:** Security Deposit will be deducted from the running bills for the above transportation job.

(The Security Deposit for faithful performance of the Contract has to be furnished by every successful tenderer. No exemption will be made. The scale of Security Deposit to be furnished is as under:

For the first Rs.10 lakhs of Contract value	: 10%
For the next Rs.10 lakhs of Contract value	: 7.5%
For the next Rs.10 lakhs of the Contract value & above	: 5%

Alternatively The contractor may have to give Security Deposit within one month of awarding the contract as specified in the tender in the form of either a Demand Draft in favour of Rashtriya Chemicals & Fertilizers Ltd. payable at Mumbai, or by means of Bank Guarantee on a stamp paper of Rs.200/- as per RCF's proforma (attached as **Annexure-A**), from any Nationalized/Scheduled Bank approved by RCF (list enclosed at **Annexure-B**). The Security Deposit shall be furnished to RCF, for a suitable period as prescribed by RCF in the tender. The Bank Guarantee should be forwarded by the Contractor's Banker's directly to RCF with the covering letter of the issuing bank.)

7.0.01 In the event of any breach of any of the terms and conditions of the Contract or the Contractor neglects, delays or failure to perform the Contract, RCF shall have the right to forfeit the security deposit. The security deposit shall not bear any interest

7.0.02 The Security Deposit shall remain at the entire disposal of RCF as a Security for the satisfactory execution and completion of the work in accordance with the condition of the contract. RCF shall be at liberty to deduct and appropriate from the security deposit, such losses, damages, penalties and dues as may be payable by the Contractor under this contract and the amount by which the security deposit is reduced by such appropriation will be made good by the Contractor immediately, failing which the Contract is liable for termination in addition to forfeiture of Security Deposit.

7.0.03 On due satisfactory performance and completion of the Contract in all respects and certified by Chief Materials Manager (T&C), the Security Deposit will be returned to the Contractor without any interest. The payment of Security Deposit by RCF absolves all and any liabilities and in full and final settlement of the Contract and no further claims shall be entertained by RCF.

8.00 **SCOPE OF WORK, TERMS & CONDITIONS:**

The scope involves transportation of 3,000 MT +/-5% of Anhydrous Ammonia @ 100-150 MT per day in suitable tankers from RCF, Thal to RCF, Trombay. The successful bidder will have to deploy seven to ten Ammonia Tankers on day to day basis.

The scope of work shall include all other connected and allied jobs from receipt of material in tankers at RCF, Thal Unit, transportation of Anhydrous Ammonia to RCF, Trombay and unloading at RCF Trombay plant.

The scope shall include but not be limited to the following activities:

- a. **RECEIPT OF CONSIGNMENT**: You shall keep in touch with Operations Manager (Ammonia-I) RCF, Trombay regarding availability of material and place suitable tankers for loading round the clock as per requirement/instructions and as per schedule prescribed by RCF.
- b. **CO-ORDINATION**: You shall be responsible for proper co-ordination with concerned authorities at RCF, Thal, for issue of challan, loading of the material and Excise clearance at Thal works. You will also provide necessary assistance at loading and unloading points as required by the respective Plant authorities.
- c. **TRANSPORTATION & UNLOADING OF MATERIAL**: You shall transport the materials collected from RCF, Thal and unload the same at earmarked location at RCF Trombay and in the manner prescribed by RCF, Thal. The road tankers shall be weighed for tare, gross and net weight both at the Weigh-bridge of RCF, Thal and RCF, Trombay. You shall obtain clean receipt for the Ammonia delivered to RCF, Trombay and submit the receipted challan along-with the Invoice.
- d. **CRITERIA FOR TANKERS** : The contractor will ensure that the tankers coming to RCF will be in road-worthy and carrier-worthy condition manned by necessary and competent personnel. All the valves provided on the tanker should be operational and properly maintained so that there is no leakage of the product. Suitable accessories such as valves, gaskets, glands etc. with proper material of construction should be used. The contractor has to take due care to see that the tanker is fit in all respects before loading the product and there should not be any kind of problem en-route and at the time of unloading. The vehicle should be maintained in good working condition for the entire period of the contract. The tankers deployed shall be suitable and certified fit by competent authorities for transportation of Anhydrous Ammonia.

All the tankers in the service should have the following documents and the same shall be checked at the time of loading:

- i) Valid certificate/Licence from Chief Controller of Explosives for transportation of Anhydrous Ammonia.
- ii) Valid Relief Valve Testing Certificate.
- iii) Valid RTO book, endorsed with transportation of Hazardous Chemicals.
- iv) TREM Card.
- v) Valid pollution under control (PUC) certificate from Government approved agency.

Apart from this, the tankers must fulfill the following conditions-

- i. **The tankers should be suitable for loading 10 MT-15 MT Anhydrous Ammonia. No tankers will be loaded beyond the GVW (Gross Vehicle Weight) of the vehicle. Please note that tanker of 15 MT capacities will be given preference while loading/ unloading. All penalties levied by any authorities for overloading of tankers beyond GVW will be to your account.**
- ii. The tankers should have HAZCHEM display for Ammonia transportation.
- iii) The tankers should have Case cover for liquid and vapour valves.
- iv) Requisite metallic Dip stick/rod approved by competent authorities must be available for confirming loaded quantity.
- v) The tankers should have all safety equipment for transportation of hazardous chemicals (First Aid Box, BA set, PVC Suit, Gumboot etc.)

- e. **PAYMENT OF ALL LOCAL TAXES i.e. GOODS TAX/ SURCHARGE, INFRINGEMENT CHARGES, TOLL TAX ETC.**: All the said taxes and duties as applicable at present and made applicable subsequently by any statutory authorities during the tenure of contract or for extended period of contract for transportation of the material covered under the contract will have to be borne by Contractor and no claim will be entertained by RCF Ltd.
- f. **SAFETY IN TRANSPORT**: You shall comply with all the RTO rules and statutory provisions/ regulations in force in carrying hazardous chemicals. You shall ensure complete safety of the chemical during transit.
- In case of accident or leakage of Ammonia from the Road Tanker, the driver/cleaner should immediately contact Ammonia Plant at RCF, Trombay or RCF, Thal whichever is nearer to the site of mishap. The contact Nos. are 25522211/25522270/71.
- g. **TRANSPORTATION TIME**: The tanker after loading at RCF, Thal should report to RCF Trombay within the shortest possible time. In case of unforeseen exigencies and circumstances beyond the control of the transport Contractor, RCF may at its discretion allow further time for transportation and effecting delivery of the material at destination. Such events shall be informed to RCF immediately.
- h. **DAMAGE/ LOSS DURING TRANSPORTATION**: You shall be responsible for all loss, destruction, damage, contamination or deterioration of or to the materials from any cause whatsoever while material is in your custody and in the course of transit. You shall take all precautions and positive steps that are necessary to ensure the materials under your charge are protected from loss, shortage, damage, contamination or deterioration and the same is transported and delivered safely to the consignee without any shortage. In case of any contamination, loss/shortage, the entire cost of the material shall be recovered from the Contractor. In addition suitable penalty shall also be imposed on the Contractor. The Contractor shall have to make good to RCF any loss due to the negligence or failure on his part to take proper and prompt action or to exercise proper vigilance and economy or to comply with the provisions of the relevant Acts, Rules and regulations applicable in transporting, handling, despatch of such goods. The Contractor shall indemnify RCF from all third party claims arising out of property loss, damage due to accidents, injury or death caused by his equipment or personnel or any other penalty/fine imposed by any authority.
- i. **WEIGHT TOLERANCE**: A shortage up to 1.0% on cumulative monthly fortnightly basis shall be allowed towards variation in weights recorded in loading & unloading points. The Contractor will be responsible for any shortage beyond 1.0%, and recovery towards shortage over 1.0% shall be deducted at Basic Price (**Current RCF sale price**) + Taxes + 15% financial charges. The deductions towards shortages, if any, shall be recovered from the bill.
- j. **TRANSHIPMENT**: No transshipment of consignment is allowed.

Contd....7

9.0 INSURANCE:

- A) Material transit insurance: RCF shall arrange only for transit insurance for the Anhydrous Ammonia handed over to the transport Contractor for transportation from RCF, Trombay Unit to RCF, Thal or vice versa if required.
- B) The Contractor shall arrange for Public Liability Insurance, Insurance cover for vehicles and employees. The Contractor shall have a valid Comprehensive Insurance Policy from a reputed Insurance Company for each vehicle deployed to cover all the risks including damage by road tankers to RCF property. The Contractor shall furnish the said Insurance Policy as and when demanded by RCF.

Contractor shall ensure that all necessary steps required to get insurance claim will be taken in case of any damage or loss to the material. The Contractor will also assist RCF in realizing the claim under the RCF POLICY for transit insurance.

10.0 DETENTION CHARGES: No detention charges are payable. RCF will make all efforts to load/unload the tankers in the shortest possible time.

11.00 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 throughout the period of contract. However, an estimated quantity of 3,000 MT +/- 5% is to be transported during the contract period of three months @ 100-150 MT per day or as per RCF requirement. This quantity is purely tentative and payment will be done for the actual quantity transported. **The Contractor will mobilize sufficient tankers to lift a quantity of minimum 100 MT per day or as per RCF requirement.**

12.00 PERIOD OF CONTRACT: The job of transportation is to commence tentatively within a weeks time from the last date of the offer submission date. The contract will be valid for **three months from the date of issue of Work Order** and the same is extendable by one more month at the sole discretion of RCF subject to satisfactory performance of the Contractor, on the same price/terms and conditions and no escalation on any ground for this period will be permissible. RCF shall be entitled to terminate the contract without any notice if in the opinion of RCF the performance of the Contractor is not satisfactory.

13.00 FREIGHT RATE: The rate shall be quoted on PMT basis for transportation of Anhydrous Ammonia from RCF, Thal to RCF, Trombay exclusive of Service Tax. The Service Tax will be paid direct to the authorities by RCF. However, the Contractor shall give the following declaration while invoicing:

- a) *We have not availed the credit on inputs or capital goods under the provision of the Cenvat Credit Rules, 2004.*
- b) *We have not availed the benefit under the Notification No. 12/2003- Service Tax dated 20/06/2003.*

The rate should be firm and fixed for the entire contract period and no escalation in transportation rate will be permitted under any circumstances.

14.00 SUBMISSION OF BILLS & PAYMENT TERMS: The bill in duplicate shall be submitted to Chief Materials Manager (T&C), RCF Ltd., Trombay, together with clean receipt of materials accompanied by a statement of material transported in the format prescribed below:

DETAILS OF GOODS TRANSPORTED FOR THE PERIOD						
Tanker No.	Invoice/Challan No.	Date	Invoice Quantity	Unloading Date	Quantity unloaded	Shortages/ Excess Quantity

Bills are to be submitted in one lot for the job carried out every fortnight (1 to 15th, 16th to 30th) for the job done during the previous fortnight. The payment for the bills raised for the 1st fortnight (1st to 15th) of each month will be made within 30 days from 8th of the said month and similarly payment for bills raised for the 2nd fortnight (16th to 30th/31st) of each month will be made within 30 days of 23rd of the said month subject to submission of the bills within 8 days.

The payment will not be released till the submission of proper receipt of the material delivered. The payment will be made for the quantity of Ammonia transported as per the weight recorded at RCF, Trombay or RCF, Thal whichever is lower.

15.00 RECOVERY OF GOVERNMENT DUES: RCF will not deduct as Income Tax (TDS) at the time of settlement of their bills as tax deduction at source provided copies of the PAN is provided at the time of submitting the offer.

16.00 LIQUIDATED DAMAGES: Liquidated damages will be imposed for any delay in placement of tankers at the loading point as per schedule prescribed by RCF. The Liquidated Damages will be recovered @ 0.5% per day, of the freight amount applicable on the consignment delayed for lifting beyond one day, subject to maximum of 5% of the freight amount applicable on the consignment.

17.00 TERMINATION/ ALTERNATIVE HANDLING OF CONTRACT: RCF Ltd. reserves the right to terminate the contract at any time and without assigning any reasons thereof by giving written intimation to the Contractor and the Contractor shall not be entitled to any compensation whatsoever by reason of such termination.

In the event of failure at any time during the tenure of the contract on the part of the Contractor to place tanker and arrange transportation of material as per the stipulated schedule, RCF shall have the right to get the job done through any other agency at the entire risk and cost of the Contractor.

18.00 SPLITTING / PARALLEL CONTRACT: Rashtriya Chemicals & Fertilizers Limited, reserves the right to split the Tender in parts and award the Contract in full or in parts simultaneously or at any time during the period of the contract with one or more Contractors as deemed fit. **The order quantity will be split in the ratio of 70:30 between L1 bidder and next lowest bidder in sequence, who matches the price quoted by L1 bidder. If the successful bidder is not able to transport minimum 100 MT on daily basis, the quantity not lifted will automatically get transferred to other contractor/ s without reference to the such contractor who fails to transport minimum 100 MT of Ammonia on daily basis.**

In case the Contractor's performance on award of Contract is not satisfactory, RCF reserves the right to revise the awarded quantity downwards or cancel the Contract and award the same to other party at the risk and cost of the Contractor.

19.00 FORCE MAJEURE: Neither the Contractor nor RCF shall be considered in default in the performance of their obligations as per the Contract, so long as such performance is prevented or delayed for reasons, such as Acts of God, severe earthquake, typhoon or cyclone (except monsoon) floods, lightning, land-slide, fire or explosion, plague or epidemic, strikes lockouts accepted by Port Authorities, sabotage, blockages, war, riots, invasion, act of foreign enemies,

hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection or military usurped power or confiscation or trade embargoes or destruction or requisition by order of any Government or any public authority. The proof of existence of force majeure shall be provided by the party claiming it to the satisfaction of the other.

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

Should one or both the parties be prevented fulfillment of the contractual obligations by a state of force majeure lasting continuously for a period of six weeks the two parties shall consult each other regarding the future implementation of the Contract. The mere shortage of labour, materials or utilities shall not constitute force majeure unless caused by circumstances which are themselves force majeure.

Tenderer shall endeavour to prevent, overcome or remove the causes of force majeure.

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

20.00 DISPUTE AND ARBITRATION: In the event of any question, dispute or difference arising, under the Contract, the same shall be referred to the sole arbitration of a person appointed to be the Arbitrator by CMD, RCF. There will be no objection that the Arbitrator is in service of RCF, that he had to deal with the matters to which the Contract relates or that in the course of his duties as an employee of RCF he had expressed views on all or any of the matters in dispute or difference. The Arbitrator shall give a reasoned or speaking award. The award of the Arbitrator shall be final and binding on the parties to the contract. In the event of death of the Arbitrator, neglecting or refusing to act or resigning or being unable to act for any reason, it shall be lawful for the CMD, RCF to appoint another Arbitrator in place of outgoing Arbitrator in the manner aforesaid. The venue of arbitration shall be Mumbai and the proceedings shall be under the Arbitration and Conciliation Act 1996.

21.00 CENTRAL AND STATE LAWS: The Contractor shall be responsible for strictly complying with all central and State laws as well as Rules, Regulations, Bye-laws and orders of the local authorities and Statutory Bodies as may be in force from time to time. The Contractors shall give to the Statutory Bodies, Local Authorities, Police and other authorities all such notices, etc as may be required by Law and obtain all requisite licenses, permits and pay all fees, taxes etc in connection therewith as may be leviable on account of the operations involved under this contract and RCF shall have the right to recover the cost of damage from dues payable or security deposit of the Contract.

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

RCF reserves the right to accept or reject any offer, without giving any reason whatsoever.

TENDERER SHOULD READ THIS NIT CAREFULLY BEFORE SUBMISSION OF THE QUOTATION. NO QUERY OR CHANGE WILL BE ENTERTAINED AFTER SUBMISSION OF THE QUOTATION.

ANNEXURE-A

BANK GUARANTEE TOWARDS SECURITY DEPOSIT AND PERFORMANCE BOND
(To be furnished on a stamp paper of Rs.200/-)

In consideration of M/s. Rashtriya Chemicals & Fertilizers Limited. (Hereinafter referred to as 'RCF' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns) having agreed to exempt M/s. _____ (hereinafter referred to as 'supplier / Contractor' which expression unless repugnant to the context and meaning thereof shall include its successors and assigns) from depositing with RCF a sum of Rs. _____ (Rs. _____) towards security/performance guarantee in lieu of the said supplier/Contractor having agreed to furnish a Bank Guarantee for the said sum of Rs. _____ (Rs. _____) as required under the terms and conditions of Contract/Work Order/Purchase Order No. _____ dated _____ (hereinafter referred as 'the order') placed by RCF on the said supplier/Contractor, we _____ the bank (hereinafter referred to as ' the bank' which expression shall include its successors and assigns) do hereby undertake to pay RCF an amount not exceeding Rs. _____ on the demand made by RCF on us due to breach committed by the said supplier/Contractor of the terms and conditions of the Order.

1. We, _____ the bank hereby undertake to pay the amount under the guarantee without any demur merely on a demand from RCF stating that there is a breach by the Supplier/Contractor of any of the terms and conditions contained in the Order or by the reasons of the Supplier's/Contractor's failure to comply with the terms and conditions as stipulated in the Order or amendment(s) thereto. The demand made on the bank shall be conclusive as to the breach of the terms and conditions of the Order and as regard to the amount due and payable by the bank under this guarantee notwithstanding any dispute or disputes raised by the said Supplier/Contractor regarding the validity of such breach and we agree to pay the amount so demanded by RCF without any demur. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
2. We, _____ the bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Order and that it shall continue to be enforceable till the dues of RCF under or by virtue of the said Order have been fully paid and its claim satisfied or discharged or till RCF certifies that the terms and conditions of the Order have been fully and properly carried out by the Supplier/Contractor and accordingly discharge the guarantee.
3. We, _____ the bank, undertake to pay to RCF any money so demanded notwithstanding any dispute or disputes raised by the said Supplier/Contractor in any suit or proceedings pending before any court or tribunal relating thereto as our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the said Supplier / Contractor shall have no claim against us for making such payment.

4. We, _____ the bank further agree that RCF shall have full liberty, without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the Order or to extend time of performance by the said Supplier/Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the RCF against the said Supplier/Contractor and to for bear or enforce any of the terms and conditions relating to the Order and shall not be relieved from our liability by reason of any such variation or extension being granted to the said Supplier/Contractor or for any forbearance, act or omission on the part of the RCF or any indulgence by the RCF to the Supplier/Contractor or by an such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.
5. Our liability under this guarantee is restricted to Rs. _____ and shall remain in force up to _____ unless demand or claim under this guarantee is made on us in writing within 6 months from the date of expiry viz _____. We shall be discharge from all liabilities under this guarantee thereafter.
6. This guarantee will not be discharged due to change in the constitution in the bank or the said Supplier/Contractor.
7. The bank hereby agrees to address all the future correspondence in regard to this bank guarantee to Chief Finance Manager, Rashtriya Chemicals & Fertilizers Limited, _____
8. We _____ the bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the RCF in writing.

Signed on the _____ day of _____

For the Bank

Signature

Witness:

Name (s) & Designation (s)
Name And address

ANNEXURE-B

LIST OF RCF APPROVED BANKERS FOR BANK GUARANTEES

A)- STATE BANK OF INDIA AND IT'S ASSOCIATE BANKS:

1. State Bank of India,
2. State Bank of Bikanar & Jaipur,
3. State Bank of Hyderabad,
4. State Bank of Mysore,
5. State Bank of Patiala,
6. State Bank of Travancore.

B)- NATIONALISED BANKS:

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.

C)- OTHER PRIVATE SECTOR BANKS:

1. Axis Bank Ltd.,
2. Catholic Syrian Bank Limited
3. City Union Bank Ltd
4. Housing Development Finance Corporation Ltd., (HDFC)
5. ICICI Bank Limited,
6. IDBI Bank Limited,
7. ING Vysya Bank
8. Kotak Mahindra bank Ltd.,
9. South Indian Bank Ltd.,
10. Tamilnad Merchantile Bank Ltd.,
11. The Federal Bank Ltd.,
12. The Jammu & Kashmir bank Limited,
13. The Karnatka Bank Limited,
14. The Karur Vysya Bank Ltd

D) - FOREIGN BANKS:

1. American Express Bank Limited,
2. Bank of American National Trust & Saving Association,
3. Bank of Tokyo –Mitsubishi UFJ Limited,
4. Barclays Bank PLC
5. BNP Paribas
6. Calyon Bank
7. Citibank N.A.,
8. Deutsche Bank,
9. Development Bank of Singapore (DBS)
10. Hong Kong & Shanghai Banking Corporation Limited,
11. JP Morgan Chase Bank
12. Royal Bank of Scotland
13. Standard Chartered Bank,

E)- Co-operative SECTOR BANKS:

1. Bombay Merchantile Co-operative Bank
2. District Co-operative Bank in the state of Maharashtra up to a sum of Rs. 5 Lakhs
3. State Apex Co-operative Banks