



**TENDER FOR WAREHOUSING SERVICES FOR STORAGE AND
HANDLING OF POLY MERS IN THE CITY OF BENGALURU**

TENDER NO: NSIC/BNG/WAREHOUSE-2/POLYMER/2015-16

DUE ON 06/08/2015

TENDER DOCUMENTS

**The National Small Industries Corporation Limited,
(A Govt. Of India Enterprise)
No. 25, Ist Main Road, KSSIDC Industrial Estate,
6th Block Rajajinagar, Bangalore – 560010, Karnataka
Phone: 080-23109059,080-23307791,080-23417858
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Website: www.nsic.co.in**

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NOTICE INVITING TENDER**Sub- Tender for Warehouse and Warehousing Services for storage & handling of Polymers in the cities, Bangaluru,**

NSIC has initiated tendering for procurement of goods and services. Detailed instructions are available on the website.

NSIC Ltd invites electronic bids through its website [https:// www.nsic.co.in](https://www.nsic.co.in) under two bid system, (Part-I i.e. Techno-Commercial Part & Part-II, i.e. Price Part) for the subject work, from experienced service providers fulfilling the qualifying requirements stated hereunder:

Tender Type	Tender Validity (days)	Tender Download / Submit Period	Credential Bid opening date and time
Two Bid -Public tender	120	27/07/2015(1300 Hrs onwards) to 06/08/2015(1500 Hrs)	On 06/08/2015 1600 Hrs. Or after

1.0 Pre –qualifications:**1.1 Warehouse:** The bidder(s) must qualify one of the following criteria:

- (i) The bidder should own the premises offered, or
- (ii) The offered premises should be leased to the bidder by the owner (for a minimum period of 03(three) years from the date of opening of tender), or
- (iii) The bidder should have valid offer from the owner of the premises for leasing of the premises for Regional Sales Centre (Warehouse) for Polymers (the lease agreement with the owner for 03(three) years should be submitted within 10 days of issue of LOI) (Relevant documents to be attached).

(Note: The premises of the warehouse should not be in the premises of any polymer processor. The premises preferably are outside municipal limit of the particular city.

1.2 Regional Sales Centre (Warehouse) locations: The bidder(s) must have warehouse with sufficient space (to facilitate shifting of product laden containers from yard to warehouse for unloading and stacking inside the warehouse) at destinations as below:

Sl No	Location	Terminal	Proposed Location of RSCs (in and around)	Minimum covered carpet area (Sq ft)	Facility
1	Bangaluru	Devangonhi	Whitefield/ Peenya	15000	Adequate open space for loading/unloading/ movement and parking of trucks, etc. The minimum height of offered premises from floor to ceiling should be at least 20 feet.

1.3 Earnest Money Deposit (EMD): Bidder(s) shall be required to deposit a sum of Rs. 50,000/- as Earnest Money (in the form of a crossed Demand Draft/Bankers Cheque).

(Draft made out in favour of “National Small Industrial Corporation Ltd” payable at Bengaluru).

1.4 NSIC shall reserve its right to inspect the facilities before accepting and suggest changes as per requirement.**SIGNATURE OF TENDERER WITH SEAL**

TERMS & CONDITIONS

- (a) The subject tender can be downloaded from NSIC LTD website, www.nsic.co.in. Tender Document will be issued in person on payment. Mere obtaining tender document through NSIC LTD website shall, however, not be construed that the bidder/agency is considered qualified.
- i. Bidder shall download the Bidding Document in his own name and submit the bid directly. The Bidding Document is non-transferable.
 - ii. Bidders/Agencies shall ensure submission of complete information/documentations in the first instance itself. NSIC LTD reserves the right to complete the evaluation based on the details furnished by the agencies without seeking any subsequent additional information. Bids not in compliance with Bidding Document or with incomplete information documents are liable for rejection.
 - iii. Bids with any deviation/ queries will not be considered or accepted later on and bidders to ensure compliance of all provisions of the bidding document.
 - iv. NSIC LTD reserves the right to accept or reject any tender in part or full, without assigning any reason whatsoever.
 - v. NSIC LTD will not be held responsible for any sort of delay or the difficulties faced during the submission of bids due to local issues.
 - vi. Any addendum/corrigendum/sale date extension in respect of above tender shall be issued on our website: www.nsic.co.in only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep them updated.
 - vii. Bids can only be submitted and re-submitted before the last date and time of submission as per tender.

Bangalore.

Sr. Branch Manager

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Annexure-B Information to Bidders for participation in Tendering

Submission of Documents:

The Unpriced Technical Bids and Price Bid have to be submitted by hand to office only.

List of documents to be submitted along with the tender document:

S.N	Documents to be submitted as part of Credential bid
1	This complete Tender Document
2	Copy of audited balance sheet/P&L accounts for any one of the last three FY, which shall substantiate the turn over.
3	Relevant Purchase Order/Work Order/Contract Agreement copy along with Execution Certificate/Payment Certificate/Bank Certificate indicating payment against said order
4	Self-Certificate as per format, wherever required.
5	Bid Form (F-1)
6	Bidder's General Information (F-2)
7	Letter of Authority/Board Resolution (F-3)
8	Annual Turnover (F-4)
9	Declaration of Blacklisting/Holiday Listing (F-5)
10	Bank Account Details of Bidder (F-6)
11	No Deviation Confirmation (F-7)
12	Contract Agreement (Annexure-K) - F-8
13	Signed copy of Integrity Pact (Annexure-L) – F-9
14	Memorandum of Association & Certificate of Incorporation of Company as applicable
15	Partnership Deed of Partnership firm, if applicable
16	Self-Attested copy of PAN CARD
17	Other Relevant documents, as required, if any

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Minimum Requirements of Allied facilities in Warehouse

1. The approach road from main gate to warehouse should be suitable for movement of big truck / trailer.
2. The warehouse should have proper locking system.
3. The minimum height of offered premises from floor to ceiling should be at least 20 feet.
4. In order to prevent drain water entering the warehouse, especially during rainy season, the floor level of the warehouse should be higher as compared to the level of the immediate surrounding area.
5. The floor of the Warehouse should be RCC.
6. The warehouse should not have any loose electrical connections, hanging electrical wires and loose electrical fittings inside.
7. The warehouse should have proper ventilation and lighting arrangement.
8. The warehouse should not have any window which poses any security threat. If there is any window, it should be with proper iron grills.
9. The warehouse should have sufficient no. of fire extinguisher in accordance with the size of the storage area. However minimum of 4 properly maintained fire extinguishers are required to be placed inside the easily approachable warehouse area.
10. The warehouse should have weighing and stitching machines in working condition.
11. The warehouse should be easily accessible for big trucks.
12. No hazardous product should be store in the warehouse or in the immediate vicinity of the warehouse.
13. All material shall be stored by keeping polyethylene films on the floor and then placing the bags on the film. The grade wise stacking of the bags shall be done.
14. Small office space with facilities such as chairs/tables/shelves /PC/telephones/ Internet/ drinking water/Toilet/ first aid box/ security arrangement(24x7) etc shall be provided at warehouse.
15. Adequate open space should be available for loading/unloading/ movement and parking of trucks, etc.

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Annexure-C

EMD PAYMENT DETAILS

A) EARNEST MONEY DEPOSIT (EMD):

Demand Draft issued by Bank in favour of “National Small Industries Corporation Ltd” payable at Bengaluru towards EMD for subject tender.

Sl No.	Contract	Work description	Amount (Rs.)	DD No & Date	Remarks
1	Contract	Warehousing services.	50,000/-		

Tenders submitted without EMD shall be rejected summarily.

Earnest Money deposit shall be exempted in the following cases:

- (i) Small Scale Units registered with the National Small Industries Corporation Ltd.

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INVITATION TO BID

Sub: Tender for Warehouse and Warehousing Services for storage & handling of Polymers in the city of Bengaluru.

Ref: NSIC/BNG/WAREHOUSE-2/POLYMER/2015-16

Date:

1. Warehouse and Warehousing Services for storage & handling of Polymers in the city Bengaluru in complete accordance with our Tender Document and its attachments.
2. **Period:** Unless otherwise specified by the Corporation, the contract shall be awarded for 02 (two) years to be reckoned from the date of commencement of first supply. The contract shall have provision for extension of the contract for another term of 01 (one) year at the sole discretion of NSIC LTD on same rates, terms and conditions.
3. **Submission of Bids:** Bidders are advised to download Notice Inviting Tender along with other tender documents and submit the declarations and tender documents along with clear scanned copies of required documents to substantiate the claim towards their credentials. While the tender shall be submitted, the Earnest Money Deposit has to be submitted to tender inviting office as per tender instruction before the due date and time, failing which the tender shall be summarily rejected. A scanned copy of the instrument DD/BG or exemption certificate in case of NSIC or exempted category has to be enclosed along with the tender in the appropriate link. The price bid (BOQ) must be submitted only in the prescribed format. The tender and subsequent communications if any should be as a part of the bid. If the original EMD is sent by Registered Post/ Courier, the bidder should ensure that it reaches the tender inviting authority before closing date and time. Bidders should study the tender documents carefully before quoting.
4. **Filling of tender documents:** All interested bidders have to quote their rates in the format available in the tender. No other form of bid shall be accepted and the tender shall be summarily rejected.
 - 4.1 **Part-I:** Credential Bid complete with all technical and relevant details other than price shall be uploaded and this shall essentially contain the entire tender document.
 - 4.2 **Part-II:** "Price bid"- The price bid (BoQ) must be submitted only in the prescribed format.
5. Bidder is required to sign on all pages of the tender documents and approval/ authorization by proprietor / partner / Director Needs to be attached in case the documents have been signed by any person other than proprietor / partner / Director of the firm.
6. **TENDER OPENING: OPENING OF TECHNO-COMMERCIAL BID:**
 - 6.1 The Techno-commercial part of the Bid shall be opened on the date & time mentioned in the NIT. Bidder shall be required to be present in NSIC office.
 - 6.2 The Price Bids of only those bidders shall be considered for evaluation, whose bid is determined to be satisfying the prequalification criteria mentioned in NIT.

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7. **EARNEST MONEY DEPOSIT (EMD):** Scan copy of Earnest Money Deposit (EMD) shall be furnished by the bidder along with Credential Bid by way of demand draft drawn on behalf of **NSIC Ltd payable at Bengaluru** from any Bank recognized as Scheduled Bank by Reserve Bank of India which shall be subject to acceptance on verification confirmation from the issuing bank. Original DD (submitted towards EMD) must be submitted in physical form to concerned tendering authority on or before closing date of tender. Non submission of EMD in physical form before due date of opening by the concerned bidder (s) shall lead to rejection of that bid.
8. **Validity of quoted rates:** Quoted rates shall be valid for 120 days from the date of closing of tender unless extended by mutual consent in writing.
9. Correspondence Address of Concerned Tendering Authority should be addressed as per details given below:
Sr. Branch Manager,
The National Small Industries Corporation Limited,
(A Govt. Of India Enterprise)
No. 25, Ist Main Road, KSSIDC Industrial Estate,
6th Block Rajajinagar, Bangalore – 560010, Karnataka
10. Bidders to indicate the actual road distance of proposed warehouse location from the ICD.

Thanking you,

For & on behalf of
NSIC Ltd

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INSTRUCTION TO BIDDERS

1.0 GENERAL GUIDELINES:

- 1.1 Bidders are advised to carefully study all the terms and conditions given in the tender document before quoting their rates.
- 1.2 Before submitting the tender, each page of the tender documents along with the all its Annexure and Attachments must be signed by the Bidder in token of their acceptance of the same.
- 1.3 Tender documents are available as one set of credential bid and price bid documents separately. The complete set duly completed and signed is to be submitted to the Corporation.
- 1.4 Tender to be submitted only in the prescribed form downloaded from the website namely www.nsic.co.in or can be collected from the office.
- 1.5 Near relatives of an employee responsible for award and execution of this contract in the Corporation are NOT PERMITTED to quote. Bidders shall be obliged to intimate Corporation the names of persons who are near relatives of any employee of Corporation or in State or Central Government and who are working with the Bidder in their employment. Any violation of this condition, even if detected subsequent to the award of contract, would amount to breach of contract on Bidder's part entitling the Corporation to all rights and remedies available thereof.
- 1.6 The Bidder shall quote their rates with reference to each item and must tender for all the items shown in the attached price bid document.
- 1.7 Rates quoted would be valid and binding on the Bidder up to 120 days from the date of closing of tender unless extended by mutual consent in writing. Breach of this provision will entail forfeiture of the Earnest Money Deposit.
- 1.8 The Corporation reserves its right to:
 - a) Negotiate with any or all Bidders.
 - b) To reject any, or all tenders either in full or in part and/or accept any other tender, other than the lowest quotation without assigning any reason whatsoever.
- 1.9 Observance of safety instructions at the location of work is of utmost importance. Bidder shall be bound to bear all expenses on account of their personnel for any safety training. The Bidder will deploy only such laborers who have attended such training course.
- 1.10 The Bidder shall not be entitled to claim any costs, charges, expenses for or incidental to in connection with preparation and submission and subsequent clarification of his tender even if the Corporation decides to withdraw the invitation to tender or the tender is rejected and/or cancelled on any count.
- 1.11 Bidders will be required to quote for all the items of the Price Bid. The tender received with part quotes shall be summarily rejected.
- 1.12 In case of any dispute/difference arising out of interpretation of any of the clauses/terms/provisions, decision of the Corporation shall be final and binding on all parties including the Bidder.

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2.0 RATES

2.1 Rates are to be quoted in Indian Rupees for each item per unit against the item given in Schedule of Rates 'SOR'.

2.2 Rates quoted/subsequently agreed upon negotiations shall be all inclusive of all other taxes and statutory levies and/or duties for the entire related activities as per the items of price bid and shall be applicable for the entire contract period except mentioned in the escalation clause. The applicable service tax will be paid on actual applicable from time to time.

3.0 ELIGIBILITY CRITERIA FOR TENDERERS:

As notified in the **Notice Inviting Tender (NIT)**.

4.0 EARNEST MONEY DEPOSIT (EMD):

As notified in the **Invitation to Bid (ITB)**.

5.0 EVALUATION: The price bid of only the technically qualified bidders will be opened.

5.1 Bidder shall have to mandatorily quote for all the items given in Schedule of Rates. In case the bidder does not quote for any one/more items given in SOR, the bid of the said bidder shall not be considered for further evaluation and same shall be rejected.

5.2 The evaluation of Price Bids shall be carried in the following manners:

- (i) Considering the door delivery rates for the distance of the offered warehouse location ex-ICD and the quoted Warehouse Operations Cost, the total financial implication for the individual Warehouse shall be determined.
- (ii) To arrive at the actual financial expenditure, the actual distance of offered warehouse locations from respective railhead/ICD (as indicated by the bidders in the bid) shall be considered.
- (iii) Based on the above, the total financial implications for respective RSCs shall be considered for determining the L-1 for respective RSCs.
- (iv) In case of tie at L-1 position among one/more bidder(s), discounts shall be sought from such L-1 bidders to determine the final L-1 bidder.
- (v) In case the tie still exists at L-1 position among one/more bidder(s), the preference in award of work shall be given to the bidder having highest annual turnover as submitted under tender's technical evaluation criteria.

5.3 No. of service provider: Based on the minimum financial outgo to the Corporation, the contracts as above shall be awarded to 01(one) or multiple service providers.

6.0 NEGOTIATION:

6.1 Corporation reserves the right to negotiate with any or all Bidders.

6.2 Bidders may be required to visit the office of the Corporation as advised to them for negotiations/ verification of documents entirely at the cost of Bidders.

6.3 Only the proprietor or Partner or an authorized representative of the firm or partnership firm or company of society should personally attend such negotiation as commitments made and or clarification given during negotiations will be binding on the Bidder. He should carry the necessary authorization to attend such negotiations and hand over the same to the Corporation's representatives participating in negotiation.

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6.4 Originals of the documents submitted as enclosures along with the tender documents to substantiate statements made in the tender documents are to be produced for the verification by the corporation during negotiations or at any time.

7.0 **NOTIFICATION OF AWARD** (Letter of Intent-LOI)

7.1 The Corporation will notify the award by Letter of Intent (LOI) to the successful Bidder, subject to the receipt of the work contract from the parent company (IOCL) to NSIC for warehousing services for storage and handling of polymers in the city of Bengaluru.

7.2 Prior to the expiration of the period of Tender validity, the Corporation will notify the successful Bidder by Letter of Intent (LOI) that Tender submitted by Bidder has been accepted by the Corporation and the " Letter of Intent " as above will constitute formation of Contract.

7.3 The successful Bidder on receipt of "Letter of Intent " shall convey their acceptance by return email /letter and to be confirmed by letter within 7 days.

7.4 Contract shall be effective from the date of "acceptance of LOI" or any such other date as notified by the Corporation.

8.0 **AGREEMENT:**

8.1 Successful Bidder(s) would be required before undertaking the contract, to execute an agreement (draft given at attachment) within 15 days from the date of Letter of Intent, failing which EMD is liable to be forfeited and the offer shall be withdrawn.

a) One specimen set of Agreement format is enclosed with tender documents. Bidders are advised to carefully read the same before submitting their tender.

b) Corporation would supply two sets of Agreement Form to the successful Bidder along with the LOI. Both sets are to be signed with the firm's seal and returned to the Corporation along with the letter-confirming acceptance of the LOI. One non-stamped copy will be returned to the successful Bidders duly signed by competent authority of the Corporation.

8.2 When the person signing the tender is not the sole proprietor, necessary Power of Attorney authorizing the signatory to act on behalf of the proprietor/firm should be produced before signing the agreement and an authenticated copy of the Power of Attorney should be submitted for the Corporation record.

Failure to execute Agreement within prescribed time may render the bidder liable for forfeiture of Earnest Money Deposit (EMD) and withdrawal of offer without further notice and also without prejudice to the rights of the Corporation to recover damages under law.

9.0 **DUPLICATION OF CLAUSE:** Whenever there is duplication of clause either in the terms and conditions or in the Agreement, the clause, which is beneficial to the contracting Corporation, will be considered applicable at the time of any dispute.

10.0 **SCHEDULE OF QUANTITIES**

The quantities indicated in Schedule of Rates (SOR) are only an approximate estimate of the annual volume expected under various heads of activities which may vary as per actual requirement and shall not form the basis of any dispute whatsoever.

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GENERAL TERMS AND CONDITIONS

DEFINITIONS:

1.0 SPECIAL CONDITIONS OF CONTRACT:

1.1 In case of any difference between any terms of the General Conditions of Tender/Work Order /Contract and that of the Special Conditions of Tender/Work Order/Contract the terms of the Special Conditions shall supersede and prevail over the terms of the General Conditions.

1.2 This Tender/Contract shall be subject to these General Terms and Conditions and any additional/Specific conditions referred to in the Tender/Contract, and no deviations shall be made from the requirement of the Tender/ Contract or from the General and Special Terms and Conditions unless deviations are approved in writing by the Corporation.

2.0 DEFAULT: In the event of any default of the Bidder to comply with any of the provisions or requirements hereof, the Corporation shall have the right to terminate and cancel the Tender/Contract with or without notice and without prejudice to any other rights, options, or remedies the Corporation may have, and the Corporation shall be relieved from any further obligations to the Bidder hereunder. In the event of such cancellation of order, the Corporation shall be entitled to arrange for the balance work including supply of equipment, materials and services from alternate Service Providers at the risk & cost of Bidder. The waiver of one default shall not be considered an automatic waiver of any other defaults.

3.0 RESOLUTION OF DISPUTES/ARBITRATION:

3.1 All questions, disputes and differences arising under or in relation to this Agreement shall be referred to the sole arbitration of the CHAIRMAN CUM MANAGING DIRECTOR of the Corporation. If CHAIRMAN CUM MANAGING DIRECTOR is unable or unwilling to act as the sole arbitrator, the matter shall be referred to another officer of the Corporation as may be decided by CHAIRMAN CUM MANAGING DIRECTOR in his place, who is willing to act as such sole arbitrator. It is known to the parties herein that the Arbitrator appointed hereunder is an employee of the Corporation and may be Shareholder of the Corporation. The arbitrator to whom the matter is originally referred, whether he is the CHAIRMAN CUM MANAGING DIRECTOR or any other officer, as the case may be, on him being transferred or vacating his office or being unable to act, for any reason, the CHAIRMAN CUM MANAGING DIRECTOR shall designate any other person to act as arbitrator in accordance with the terms of the Agreement and such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also the term of this Agreement that no person other than the CHAIRMAN CUM MANAGING DIRECTOR or the person designated by the CHAIRMAN CUM MANAGING DIRECTOR as aforesaid shall act as arbitrator. The award of the Arbitrator so appointed shall be final, conclusive and binding on all the parties to the Agreement and provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the Rules made there

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under and for the time being in force shall apply to the arbitration proceedings under this clause.

3.2 The performance of all obligations under this contract shall not stop for any reason whatsoever during the said dispute/proceeding, unless the Tender is specifically directed by the Corporation to desist from working in this behalf.

3.3 The venue of arbitration shall be Bengaluru and the language of proceedings shall be English. The Laws governing the substantive issues between the parties shall be the Laws of India.

4.0 **GOVERNING LAW AND JURISDICTION**: The Parties agree that the contract would be Deemed to have been entered into at Delhi and would, therefore, shall be under the exclusive jurisdiction of Bengaluru Courts. All actions at law or suits arising out of, or in connection with this contract or the subject matter thereof and whether as to construction or otherwise shall be instituted in any court with competent jurisdiction in Bengaluru.

5.0 **SUSPENSION**: If at any time after the commencement of the work, the Corporation for any reason whatsoever does not require the whole/part thereof of work as specified in the tender to be carried out, the Corporation can also give notice in writing of the fact to the Service Provider for suspending whole/part of the specified work. The Service Provider shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have otherwise derived from the execution of work in full, but which he did not derive in consequence of the full amount of the work not having been carried out. The Service Provider shall not have any claim for compensation by reasons of any alterations having been made in original specifications and instructions, which involve any curtailment of the work, as originally contemplated.

6.0 TERMINATION: In the event of repeated instances of unsatisfactory service or any failure at any time on the part of the Service Provider to comply with the terms and provisions of this contract to the satisfaction of NSIC (who shall be the sole judge and whose decision shall be final), or any breach of the terms and conditions of the Contract by the Service Provider, NSIC shall have the right to terminate the Contract as a whole or in part without any liability, by giving **three months' notice** in writing, provided however, that it shall be obligatory on the part of the Bidder to complete its contractual obligation during the period of such notice.

6.1 In the event of such termination of the contract, NSIC shall be entitled to:

(i) Get the balance/remaining work done by making alternative arrangements as deemed necessary and until such time as able to appoint a new regular Service Provider; and recover from the Service Provider (appointed under this tender) any extra expenditure incurred by NSIC in getting the work done and damages which NSIC may sustain as a consequence of such action.

6.2 If the extra expenditure incurred by NSIC on account of unsatisfactory performance of the Service Provider as mentioned in paragraphs above may be recovered by deducting the said amount from pending bills of the Service Provider under this tender or from money due to the Service Provider by NSIC under this or any other contract or otherwise. The Service Provider shall have no claim

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whatsoever against NSIC, in consequence on such recoveries or termination of the contract, as stated above.

6.3 The certificate of NSIC as to the sum payable to the new agency, if the work in question had been carried out by him under the terms of contract, shall be final and binding on the Service Provider.

6.4 If at any time the Service Provider becomes insolvent or files an application for insolvency or any creditor of his moves the court for adjudicating him as an insolvent or, if he is convicted by any court of law, NSIC will have the absolute option of terminating the contract forthwith and he shall have no right for damages or compensations on this account.

7.0 DEBARRING OF BUSINESS DEALINGS

- (i) In the event of premature termination of contract in terms of provisions of clause 7 above, NSIC shall also be entitled to debar the Service Provider for participation in future tenders of NSIC for a period as deemed fit ranging from one (01) to three (03) years.
- (ii) Further, in case if it comes to the notice of NSIC that the bidder/Service Provider has used forged documents or misrepresented the facts in any manner either to get the contract or during the pendency of the contract, in all such cases NSIC at its sole discretion may terminate the contract and debar such Service Provider for a period ranging from 1 to 3 years, as deemed fit. In all such cases, the provisions of clause 7, above (Termination of contract) will become applicable.

8.0 SERVICE PROVIDER'S RESPONSIBILITIES & DUTIES:

8.1 The bidder are advised to acquaint themselves with the exact location, road approaches, conditions, the facilities at the desired location of Polymers Manufacturing plant (the location of origin for rail movement), and the procedures and with the industrial areas in and around Plant. They are also advised to familiarize themselves with the procedures and method of working at this particular location. The tenderer can visit the said location on any working day prior to submitting the tender and acquaint themselves of these aspects.

8.2 All the workers and/or person employed by the Service Provider shall be engaged by them as their own employees/workmen in all respect implied or expressed. The Service Provider shall be responsible against any liabilities of accident, partial or full disability, death etc. of their worker or third party. The Service Provider shall keep NSIC indemnified against liabilities arising out of the contract on this account.

8.3 The Service Provider shall be solely responsible for compliance of all applicable laws and the statutory provisions enshrined therein; and the Service Provider shall specifically ensure compliance of all such various Laws, Acts, etc, including but not limited to the following (wherever applicable):

- (i) Contract Labor (Regulation & Abolition) Act 1970 and Rules made there under.
- (ii) The Employees (Provident Fund & Miscellaneous Provisions) Act 1952.

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- (iii) The Employees State Insurance Act 1948 wherever applicable (in case ESI Act is not applicable the Workmen Compensation Act 1923 and Maternity Benefit Act 1961 will be applicable.)
- (iv) The Minimum Wages Act 1948.
- (v) The Payment of Bonus Act 1965.
- (vi) The Payment of Gratuity Act 1972.
- (vii) The Payment of Wages Act 1936.
- (viii) The Motor Vehicle Act. Etc

8.4 The Service Provider shall maintain all the Registers and records, file the returns, display notices as required under the provisions and rules of various applicable labour and transport laws.

8.5 Apart from the indemnity provided to the principal employer under the various labour laws, the Service Provider shall fully indemnify NSIC against all the payments, claims and liabilities whatsoever incidentally arising out of or for the compliance with or endorsement of the provisions of any labour or other laws to the extent of their applicability to the establishment/work in NSIC.

8.6 It shall be the responsibility of the Service Provider to get all employees/workmen deployed at NSIC premises duly screened and verified, preferably through police verification. NSIC shall have the right to object and require the Service Provider to remove forthwith from the premises any personnel employed by them, if in the opinion of NSIC such person's conduct is not commensurate with the requirements, discipline, decorum and decency of NSIC and/or the person is not desirable with proper performance of the work.

8.7 The Service Provider shall pay not less than minimum wages rate as notified by the appropriate Government to the employees/workers engaged by him. The disbursement of the wages shall be in the manner as prescribed under law.

8.8 The Service Provider shall provide adequate number of trained supervisors, equipment/vehicle operators/drivers and other workers at all the desired operational points, to ensure proper and timely movement of containers, including performance of incidental and general services, expeditiously and to the satisfaction of NSIC officials.

8.9 The Service Provider shall provide, at his own cost, all workers and other employees with necessary tools, safety helmets, shoes, jackets, etc. for effective and efficient discharge of the work contemplated in the contract. Necessary inventory for consumables and certain critical components of Road Transportation vehicles should also be provided by them at PPMC so that the work is not hampered at the terminal.

8.10 The Service Provider will be required to keep its premises and/or workshop in the NSIC premises neat and clean in all respects. The Service Provider should also be equipped with suitable firefighting arrangement in the area nominated for the positioning of his trailers/equipment in the terminal premises.

8.11 In every case in which, by virtue of the provisions of the aforesaid Acts or the Rules, NSIC is obliged to pay any amount of wages to a workman employed by the Service Provider in execution of the work or to incur any expenditure in providing welfare and health amenities required to be provided under the aforesaid Act and the Rules or to incur

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any expenditure on account of the contingent liability of NSIC due to the Service Provider's failure to fulfill his statutory obligations under the aforesaid Acts and the Rules, NSIC shall be at liberty to withhold from the bills of the Service Provider the amount of wage as paid or the amount of expenditure so incurred, and without prejudice to the rights of NSIC under relevant sections of the concerned Acts. NSIC shall be at liberty to recover such amount or part thereof by deducting it from any sum due by NSIC to the Service Provider whether under the particular contract or otherwise, NSIC shall not be bound to contest any claim made against it under any sections of any of the Acts, except on the written request of the Service Provider and upon their giving to NSIC security for all costs for which NSIC might become liable in contesting such claim. The decision of NSIC regarding the amount actually recoverable from the Service Provider as stated above shall be final and binding on the Service Provider.

8.12 If NSIC, at any time, considers the mode adopted by the Service Provider of paying their workmen objectionable, it shall have the power of requiring a change of system within one week from the date of notice in writing to the effect, and in case of non-compliance with such notice, all payment to the Service Provider may be withheld

9.0 EMPLOYEES PROVIDENT FUND & ESI

9.1 The onus of deposit of PF/ESI dues shall be on the Service Provider. Payment against Service Provider's bills will be released only when notarized copies of relevant challans, PF Registration / Code Number along with photocopies of attendance and payment registers are provided for the previous month (i.e. one month prior to the period for which the bill pertains).

9.2 It shall be mandatory for the Service Provider to obtain (or at least apply for) labour licence before the commencement of the work. (To enable the Service Provider to apply for labour licence, necessary certificate of award of work shall be given by NSIC).

10.0 LICENCE/PERMISSION/REGISTRATION

10.1 Wherever any Licence/Permission from or Registration with Local or State or Central Authorities is required under the above Acts/Law or any other Laws Governing the work contracted for, the Service Provider shall at his own cost arrange for such Licence/Permission/Registration. Service Provider shall also be liable for producing for inspection such certificates and licences as may be required by the Local/State/Central Authorities/Railways or NSIC as and when required. The Service Provider shall pay all levies, fees, taxes and charges etc. to appropriate authorities and other bodies as required by them under their rules for, vehicles / trailers, employees or workers engaged by him. These charges shall be borne by the Service Provider. However, if any new tax is levied, subsequent to the signing of the contract, reimbursement of the same may be considered by the Competent Authority on the basis of written proof regarding imposition of new tax. The vehicle/trailer shall not carry load in excess of the GVW as mentioned in the RC Book of the vehicle/trailer concerned. No claim or compensation for reimbursements, made against NSIC by Service Provider shall be entertained by NSIC for any breach of the provisions/Acts or laws by the Service Provider.

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11.0 INSURANCE:

11.1 It is advisable for Service Provider to take a suitable insurance policy for transportation and terminal handling of containers, and also for allied activities/risks, if any. This is in the interest of the Service Provider to cover himself from risks involved in Handling and Transportation of containers. Since this is a policy which protects the Service Provider, it is advisable that they take such a policy for a value as they may feel appropriate. NSIC, however, will be recovering the value of any damage to cargo that has arisen while the containers were in the custody of the Service Provider from Service Provider's bills/Security Deposit/BG etc. irrespective of whether insurance policy has been taken by Service Provider or not.

12.0 JOINT SURVEY:

12.1 Situations may arise during the course of handling / transportation of containers when a Container or cargo meets with an accident. The Service Provider may avail the services of a Surveyor on his own, at his own cost, if he so desires, to carry out a Joint Survey along with the Surveyor of NSIC / Insurance Company, etc. for assessment of loss/damage to cargo and / or container. In case the Service Provider does not provide their own surveyor for the joint survey, the Service Provider shall not raise, subsequently, any dispute regarding the assessed value of loss/damage to cargo and/or container. Moreover, the Service Provider shall be under obligation to issue "Damage Certificate" to the Consignor/Consignee, within 30 days, enabling the Consignor/Consignee to claim compensation from the Insurance Company, in the format as desired by NSIC.

12.2 Settlement of claims of with Insurance Company should not lead to the conclusion on the part of the Service Provider that his liability is over. The Service Provider shall be required to settle all claims/liabilities, whatsoever, against NSIC, which come to NSIC under all such situations. The Service Provider may undertake to repair the damaged container, which has met with an accident under their custody, at their own initiative. This they will do to the complete satisfaction of the concerned shipping line / NSIC to which the container belongs to at the time of accident.

13.0 SAFETY

13.1 It shall be the duty of the Service Provider to acquaint themselves with all safety regulations regarding handling equipment and Road Transportation of all types of containers. The Service Provider shall follow the safety requirements mentioned here and as applicable by laws, rules and regulations all the time during the period of contract.

13.2 The Service Provider shall indemnify NSIC against any violation of safety laws, rules and regulations while carrying-out operations as required by the contract. Service Provider would have to ensure that NSIC LTD's laid down guidelines on safety are fully complied, any mishap that occurs due to noncompliance of the same would invite penal action, which will depend on the severity of the incident, on the Service Provider. The safety of all personnel working inside the Warehouse would be the responsibility of the Service Provider.

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13.3 No unauthorized person should be allowed to work on the Trailers/equipment etc. The drivers and crane operators should have valid license and should be proficient in their work. No person without a valid driving license should be allowed to drive the vehicle.

13.4 In case of minor injuries, incident/accident if any to contactor's person and NSIC pays for the treatment of employees/persons engaged of service provider. The same will be recoverable from monthly bill of the service provider with additional charge of Rs.5000/- per case for every event of safety violations.

14.0 **FORCE MAJEURE:**

14.1 The terms and conditions hereof shall be subject to Force Majeure. Neither the Corporation nor the Bidder shall be considered in default in the performance of their respective obligations hereunder, if such performance is prevented or delayed because of: a) Any war of hostilities;
b) Any riot of civil commotion;
c) Any earthquake, flood, tempest, lightning or other natural physical disaster, impossibility of the use of any Railway, Port, Airport, Shipping services or other means of transport.
d) Any strike or lockout (only those exceeding 10 continuous days in duration) affecting the performance of the obligations of the Corporation or that of the Service Provider or the ultimate buyer of POLYMER.

14.2 The Bidder shall be entitled to the benefit of this clause only if he informs of the circumstances amounting to force majeure to the Corporation of the happening thereof by e-mail, immediately followed by a confirmatory letter. In the event of the Bidder, pleading any grounds as constituting force majeure, the opinion of the Management of the Corporation on that behalf alone shall prevail and, if in the opinion of the Management, the grounds pleaded by the Bidder do not constitute force majeure, then the Bidder shall not be entitled to plead the same and/or claim any relief under this clause. In case an event of force majeure continues for more than 30 days, the Corporation and the Bidder shall consult each other to find measures of settlement.

15.0 LIABILITY OF CLAIMS: NSIC LTD shall not be liable for payment of any claim for charges arising out of or in consequence of negligence on the part of the Service Provider or any of his employees to any property belonging to third parties or the Service Provider or NSIC LTD and any accident/untoward happening involving employees of the Service Provider/any other agency. It shall be sole responsibility and liability of the Service Provider and he shall indemnify and keep indemnified and saved harmless NSIC LTD against the same at all times.

15.1 Items of work not covered in this tender will be mutually discussed. The decision of NSIC LTD will be final, conclusive and binding on the Service Provider.

15.2 In the event of the Service Provider performing any job which, according to the Service Provider, is not covered under the rates quoted and is chargeable in addition to other rates quoted, then the Service Provider should get this confirmed including the charges from NSIC LTD before performing such jobs and decision of NSIC LTD is final and binding on the Service Provider.

16.0 **CONFIDENTIALITY:**

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- 16.1 For the purposes of this Agreement, "Confidential Information" shall include, but is not limited to all data, information, reports, records, prototypes, samples, models, designs, depictions, film, audio-visual material, software, firmware, tapes, discs, formulae, specifications or other documents or things that may be supplied or made available by NSIC LTD to the Service Provider. Confidential Information also shall include information that has come to the knowledge of the Service Provider relating to the business (including future or possible business) of NSIC LTD its related and associated companies or its Service Providers or customers pursuant to any dealings, discussions, negotiations, agreements or contracts entered into between the parties which is confidential or which NSIC LTD should reasonably have assumed to be confidential or that the Service Provider has generated/developed using NSIC LTD resources.
- 16.2 The Service Provider shall keep confidential Information confidential and secret, and shall not by default whether intentional or inadvertent disclose the information in a manner other than as set out in (i) to (iii) below;
- a) only use Confidential Information for the purposes of, and to the extent required, by this Agreement;
 - b) only disclose Confidential Information:
 - i) to staff working on matters relating to this Agreement; or
 - ii) to the employees of the Service Provider, if any, who have executed a confidentiality covenant in a form agreed by NSIC LTD and whose duties require such disclosure; or
 - iii) in accordance with a valid order or a court or tribunal requiring the disclosure of the Confidential Information, but to no other persons; and
 - c) Disclose confidential Information in any other case only with NSIC LTD's prior written consent and upon such terms and conditions as NSIC LTD, may in its absolute discretion from time to time require.
- 16.3 The Service Provider accepts the responsibility of taking all reasonable steps to prevent disclosure by any person to whom the Service Provider has disclosed Confidential Information, and in any event of applying to Confidential Information no less than the same security and protection that it affords to its own information which it regards as secret and confidential.
- 16.4 Notwithstanding the parties agreement to submit disputes in respect of this Agreement to arbitration, the Service Provider agrees and acknowledges that a breach of its obligations under this Clause will cause irreparable harm to NSIC LTD and would entitle NSIC LTD, to seek immediate ex parte relief in a court of competent jurisdiction to restrain further misuse and/or dissemination of Confidential Information in addition to any other remedies to which NSIC LTD, would be entitled in law or in equity.
- 16.5 **No derogation:** The undertakings contained in these Clauses are in addition to and shall in no way derogate from the obligations of the Service Provider in respect of secret and confidential information at law or under any statute or trade or professional custom or use.

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SPECIAL TERMS AND CONDITIONS

1.0 The Special Conditions of Contract shall be read in conjunction with Schedule of rates, and any other documents forming part of contract, wherever the context so requires.

2.0 LOCATION:

2.1 **Warehouse locations:** Warehousing and Warehouse operations under this contract shall be at Bengaluru.

2.2 The warehouse must be located at in and around the ICD/Railhead as mentioned below:

Sl No	Location	Min covered carpet area (Sq ft)	Rail head/ ICD	Proposed Location of RSCs (in and around)
1	Bengaluru	15000	Devangonhi	Whitefield/ Peenya

2.3 Bidders shall be required to mention road distance of proposed warehouse location from the railhead/ICDs in the BoQ.

3.0 LOSS/DAMAGE:

3.1 The Service Provider shall be fully and exclusively responsible for the safety of the Container and Product, including packaging thereof, identified in the Railway Forwarding Note during the Transitional Stage. SERVICE PROVIDER acknowledges that it shall be liable for all loss and damage arising out of or attributable to the following:

- (i) Loss of Product,
- (ii) broken/tampered safety seal,
- (iii) tampered product packaging,

3.2 In case of any loss / damage of product during transportations, receipt, storage and dispatch, attributable to the Service Provider, the Service Provider's liability will be the actual invoice value. The damaged product, after recovery of loss, shall belong to the Service provider. Any shortage observed at the monthly inventory between book stock and physical stock would be recovered from the Service Provider.

3.3 The Service Provider shall not stop work at any point due to any reason, which may affect the performance of the contract.

4.0 TERMS OF PAYMENT: Payment shall be made as per "SOR" and as per terms of payment mentioned in the Contract Agreement.

4.1 In consideration of the Service Provider performing the services and fulfilling its obligations, NSIC LTD agrees to pay charges only as per the quoted/finalized rates for each item given in "SOR" for Warehouse operations Warehouse operations

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including Rent for warehouse space, Warehouse Service Charges and Cargo Handling Charges.

4.2 As the contract shall commence from the date of issuing of work order (WO) so the remuneration/payment shall be entertained only from work order issuing date. No payment shall be entertained between the periods of LOI and WO.

4.3 NSIC LTD shall pay to the service Provider all amounts related to Warehouse operations within 15(fifteen) Working Days of receipt of duly submitted bills against respective RSCs.

4.4 Service Tax will be charged extra at actual, as applicable from time to time.

5.0 INCOME TAX/ SALES TAX/WORKS CONTRACT TAX:

Tax deduction shall be made from all payments to the Service Provider as per rules and regulation in force in accordance with the Income Tax Act prevailing from time to time. NSIC LTD will issue the necessary certificate for Tax deduction at source. The Service Provider should have valid registration for Sales Tax, Income Tax and Service Tax.

6.0 MISCELLANEOUS:

All obligations arising of labour deployment, labour laws to meet the necessary statutory requirement would solely lie on the Service Provider. The Service Provider would be solely responsible for safety and security of materials during transit.

7.0 TERMINATION OF CONTRACT:

NSIC LTD reserves the right to terminate the entire contract or part thereof by giving 3(three) months' notice without assigning any reason.

8.0 CONTRACT AGREEMENT:

On award of the contract, the Service Provider shall enter into an agreement with NSIC LTD in the prescribed Performa within 15 days of the issue of LOA/LOI. The agreement shall be executed on non-judicial stamp paper (issued from Bengaluru) of RS. 100/- or as applicable as per Law.

AGREEMENT:

a) One specimen set of Agreement format is enclosed with tender documents. The Service Provider is advised to carefully read the same before submitting their tender.

9.0 SUPERVISION OF WORK:

The Service Provider or its authorized representative(s) shall be available at site all times, during the progress of the work.

No. of Supervisors: - Supervisor to be deployed as and when required during unloading of containers, stacking inside the warehouse and loading of polymer bags into trucks for delivery to customers to ensure correct loading.

10.0 ADHERENCE TO SAFETY REGULATIONS:

The Service Provider shall ensure that all safety precautions required one observed at all times during the execution of the job.

11.0 NUISANCE:

The Service Provider or its representative shall not at any time cause any nuisance on the site or do anything which shall cause unnecessary disturbance to other Service Provider at site.

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12.0 CARE OF WORKS:

- 12.1 From the commencement to completion of the work, The Service Provider shall take full responsibility for the care for all works including all temporary works in case any damages, loss or injury shall happen to the work or to a part thereof or to any temporary works from any reason.
- 12.2 Disputes, if any, shall be amicably resolved within the provisions of the contract.

13.0 JURISDICTION:

- 13.1 All questions, disputes and differences arising under or in relation to this Agreement shall be referred to the sole arbitration of the CHAIRMAN CUM MANAGING DIRECTOR of the Corporation. If CHAIRMAN CUM MANAGING DIRECTOR is unable or unwilling to act as the sole arbitrator, the matter shall be referred to another officer of the Corporation as may be decided by CHAIRMAN CUM MANAGING DIRECTOR in his place, who is willing to act as such sole arbitrator. It is known to the parties herein that the Arbitrator appointed hereunder is an employee of the Corporation and may be Shareholder of the Corporation. The arbitrator to whom the matter is originally referred, whether he is the CHAIRMAN CUM MANAGING DIRECTOR or any other officer, as the case may be, on him being transferred or vacating his office or being unable to act, for any reason, the CHAIRMAN CUM MANAGING DIRECTOR shall designate any other person to act as arbitrator in accordance with the terms of the Agreement and such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also the term of this Agreement that no person other than the CHAIRMAN CUM MANAGING DIRECTOR or the person designated by the CHAIRMAN CUM MANAGING DIRECTOR as aforesaid shall act as arbitrator. The award of the Arbitrator so appointed shall be final, conclusive and binding on all the parties to the Agreement and provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

- 14.0 EFFECTIVE DATE OF WORK:** The agreement would come into force with the effective date of contract. Effective date will be from the date of issue of offer letter awarding the job or such other date as may be notified by NSIC LTD.

15.0 CREW/LABOURERS/OPERATORS/SUPERVISORS

- 15.1 It will be the responsibility of The Service Provider to ensure that the crew skilled/unskilled/semi-skilled laborers also are to be trained on safe operating practices and procedures at the cost of The Service Provider and to the satisfaction of NSIC LTD.
- 15.2 The employees of The Service Provider shall be solely and exclusively engaged by The Service Provider and shall at all times remain the employees of The Service Provider and they shall work under the supervision and control of The Service Provider. They shall under no circumstances be deemed to be the employees of NSIC LTD for what so ever purposes.
- 15.3 The Service Provider to nominate qualified & trained persons along with Site in charge, for supervision, co-ordination and, liaison for the implementation of the safety plan.
- 15.4 SERVICE PROVIDER to comply with all the security arrangements of NSIC LTD.

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16 OTHER ISSUES

- 16.1 **LIABILITY OF CLAIMS:** NSIC LTD shall not be liable for payment of any claim for charges arising out of or in consequence of negligence on the part of The Service Provider or any of his employees to any property belonging to third parties or The Service Provider or NSIC LTD and any accident/untoward happening involving employees of The Service Provider /any other agency. It shall be sole responsibility and liability of The Service Provider and shall indemnify and keep indemnified and saved harmless NSIC LTD against the same at all times.
- 16.2 **INDEMNITY:** Notwithstanding the expiry of the term of the Contract or its earlier termination and without prejudice to any other provisions in this Contract, The Service Provider shall be bound to keep NSIC LTD, its representative and/or employees and its properties and assets fully indemnified at all times, from any action, claim or proceeding, for any reasons whatsoever or under any applicable provision of law, rules, regulations, bye laws, notifications, direction or order having the force of law, for anything done or omitted to be done by The Service Provider in contravention of any such provisions or for the infringement or violation thereof by The Service Provider in the course of performance of the obligations by The Service Provider. In such an event, if NSIC LTD or any of its representatives, as the case may be, is adjudged to be liable to any penalties or to pay any compensation, the same shall be liability of the Service Provider. In the event, if NSIC LTD is required, for any reason, to take over the liabilities, then the same shall be adjusted from any other amounts, which may be due and payable by NSIC LTD to The Service Provider under this Contract or any other contracts or any other account and without prejudice to any other rights or remedies available to NSIC LTD under law or otherwise.
- 16.3 **INCREASE IN SCOPE OF WORK/NEW ITEMS:** NSIC reserves its right to increase or decrease scope of work under this contract as and when there is a requirement as per market conditions. For the items as already specified in the SOR, the rates shall remain the same for the increased scope and no compensation shall payable for reduction in scope of work.
- 16.4 On written instruction from NSIC LTD, The Service Provider shall perform any additional jobs in connection with the work. The Service Provider will have the right to represent in writing to NSIC LTD within 14 days in case of any extra claim for such services. If no such representation in writing is received within the said period, The Service Provider's right to claim for the extra job performed will be deemed to have been waived. The decision of NSIC LTD whether such additional work is covered under the existing work obligation of The Service Provider or not shall be final, conclusive and binding on the parties.
- 16.5 Items of work not covered in this tender will be mutually discussed. The mutually agreed decision will be final, conclusive and binding on both.
- 16.6 In the event of The Service Provider performing any job which, according to The Service Provider, is not covered under the rates quoted and is chargeable in addition to other rates quoted, then The Service Provider should get this confirmed including the charges from NSIC LTD before performing such jobs and rates will be finalized after mutual discussion.

17 CONFIDENTIALITY:

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- 17.1 For the purposes of this contract/tender, "Confidential Information" shall include, but is not limited to all data, information, reports, records, prototypes, samples, models, designs, depictions, film, audio-visual material, software, firmware, tapes, discs, formulae, specifications or other documents or things that may be supplied or made available by NSIC LTD to The Service Provider. Confidential Information also shall include information that has come to the knowledge of The Service Provider relating to the business (including future or possible business) of NSIC LTD, its related and associated companies or its customers pursuant to any dealings, discussions, negotiations, agreements or contracts entered into between the parties which is confidential or which NSIC LTD, should reasonably have assumed to be confidential or that The Service Provider has generated/developed using NSIC LTD resources.
- 17.2 The Service Provider agrees to:
- (i) Keep confidential Information confidential and secret, and shall not by default whether intentional or inadvertent disclose the information.
 - (ii) Only use Confidential Information for the purposes of, and to the extent required, by this Agreement;
 - (iii) Only disclose Confidential Information:
 - a. to staff working on matters relating to this Agreement; or
 - b. to Service Provider, if any, who have executed a confidentiality covenant in a form agreed by NSIC LTD and whose duties require such disclosure; or
 - c. In accordance with a valid order or a court or tribunal requiring the disclosure of the Confidential Information, but to no other persons; and
 - d. Disclose confidential Information in any other case only with NSIC LTD's prior written consent and upon such terms and conditions as NSIC LTD, may in its absolute discretion from time to time require.
- 17.3 The Service Provider accepts the responsibility of taking all reasonable steps to prevent disclosure by any person to whom The Service Provider has disclosed Confidential Information, and in any event of applying to Confidential Information no less than the same security and protection that it affords to its own information which it regards as secret and confidential.
- 17.4 Notwithstanding the parties agreement to submit disputes in respect of this Agreement to arbitration, The Service Provider agrees and acknowledges that a breach of its obligations under this Clause will cause irreparable harm to NSIC LTD and would entitle NSIC LTD, to seek immediate ex parte relief in a court of competent jurisdiction to restrain further misuse and/or dissemination of Confidential Information in addition to any other remedies to which NSIC LTD, would be entitled in law or in equity.
- 17.5 No derogation: The undertakings contained in these Clauses are in addition to and shall in no way derogate from the obligations of The Service Provider in respect of secret and confidential information at law or under any statute or trade or professional custom or use.
- 17.6 Each Party shall keep strictly confidential and shall not disclose to any third party the contents of this Agreement, any information provided to such Party ('Receiving Party') by the other Party ('Disclosing Party') pursuant to this Agreement or relating to the negotiations or performance of this Agreement. The Service Provider shall ensure that its employees, agents, partners, The Service Provider, consultants have similar obligation of confidentiality.

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17.7 Nothing contained herein shall prevent the Receiving Party from disclosing any confidential information received from the Disclosing Party if and to the extent; (i) required to do so by law or any court, governmental or regulatory authority, provided that the Receiving Party shall give the Disclosing Party a complete description of the required disclosure; (ii) disclosed to the professional advisers or auditors of such Party; (iii) such information has come into the public domain through no fault of the Receiving Party; or (iv) the Disclosing Party has given its prior written consent to such disclosure.

18 GENERAL:

18.1 The Service Provider shall observe and implement all the laws of the land, the rules framed there under which are beneficial to the staff employed by them and that NSIC LTD shall in no event, be liable or responsible for any default that will arise out of non-observance of such laws/rules on the part of The Service Provider and The Service Provider shall indemnify and keep indemnified NSIC LTD against the same and from all proceedings in respect thereof.

18.2 The Service Provider shall comply with all statutory provisions relating to trade/business/profession including their own employees or employees engaged by The Service Provider and NSIC LTD shall not be responsible for any omission or commission.

18.3 Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause, which is beneficial to NSIC LTD, will be considered applicable at time of any dispute.

18.4 As per the prevalent laws, the Income Tax will be deducted at source at the prevailing rates from time to time while making payment of bill.

18.5 The Service Provider shall be liable for claims towards any damage/injury caused to the NSIC LTD's employees or other Service Providers etc., or NSIC LTD's property, if caused due to the negligence of The Service Provider's employees. NSIC LTD accepts no responsibility for any injury to any person, whether The Service Provider's employee or otherwise, caused due to negligence by The Service Provider and/or its workmen.

18.6 Engagement of The Service Provider by NSIC LTD under this contract is on non-exclusive basis. Accordingly, The Service Provider acknowledges that NSIC LTD shall be entitled to engage one or more service providers with respect to all or any part of the service provided/intended to be provided by The Service Provider under this contract, for one or more destinations, and that The Service Provider shall have no objection to the same.

18.7 NSIC LTD shall not be responsible for any damage to the rake/container/ trailer or any other equipment used by the service provider during the course of operations, unless the damage is solely attributable to negligence of the part of NSIC LTD.

19 Insurance:

19.1 The Service Provider shall at all times maintain valid insurance for all personnel, buildings, equipments and other structures at the Warehouse during the term of the Agreement with respect to Warehouse premises and third party liability.

19.2 NSIC LTD shall at all times maintain valid insurance policy for all risks insurance cover with respect to the Product.

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DETAIL SCOPE OF WORK

- 1.1 National Small Industries Corporation (NSIC) intends to handle 1500 MT of Polymers per month from warehouses at the following locations by rail/road.

Sl No.	Location (Outside Municipal Area)	Area(Sqft)	Quantity(MT)
1	Bengaluru	15000	1500

- 1.2 The quantities as above are indicative only with +/-20% variation, without any additional financial implication in finalized rates.
- 1.3 **The Warehouse Operator** must have warehouse with sufficient space (to facilitate shifting of product laden containers from yard to warehouse for unloading within the allowable time limit) at destinations as mentioned above.
- 1.4 After getting Letter of Intent (LOI), all necessary statutory formalities strictly to be completed at the earliest by Warehouse operators so as necessary work order shall be issued before commencement of work.
- 1.5 Based on the minimum financial outgo to the Corporation, the contracts as above shall be awarded as below:
- (i) One service provider for each Warehouse or the entire job for all the RSCs to one service provider.

2.0 Job responsibility:

- 2.1 **Job responsibility of Warehouse operator:** The Warehouse operator shall be responsible for the following:

- 2.1.1 **Warehouse and warehousing services for polymers** at various destinations across the country. The Warehouse operator shall provide warehousing facilities for storage and handling of PP Bags at various destinations across the country, as may be specified in the Indent. The Warehouse operator's Scope of Work shall include the following:

- (i) Ensure the seal of the product laden container is intact.
- (ii) Shortage/loss/damage during operations at the Warehouse shall be the responsibility of the Warehouse operator.
- (iii) Arrange for unloading and handling of Product laden Containers (of Polymers) at destination Warehouses.
- (iv) Unloading of bags from containers/trucks (received via rail/road) and stacking upto designated height inside the warehouse.
- (v) Stacking inside warehouse minimum of 20 bags (rows) with adequate facility.
- (vi) Rebagging/stitching of damaged bags.

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- (vii) Loading of customers' trucks for delivery to customers.
- (viii) Order processing, documentation, invoicing, MIS etc.,
- (ix) Security & Safety of product.
- (x) Proper housekeeping.
- (xi) Ensuring quality & quantity of product in custody.
- (xii) Arrangement/ co-ordination of trucks for transportation from Warehouse to customer for delivered supplies.
- (xiii) Providing adequate manpower.
- (xiv) Monthly Inventory to be done on 1st of every month and signed by both vendor and NSIC LTD representative.
- (xv) Ensure availability of empty bags/stitching machine/thread etc required for re bagging (to be supplied by NSIC).
- (xvi) Provide all warehousing facilities at the Warehouse.
- (xvii) Portable stitching machine to be provided by Vendor
- (xviii) Arrange for delivery to consignee as specified in the Indent (given by NSIC representative-records of indent to be maintained) - by loading the PP woven sacks onto the trucks/vehicles placed by consignee.
- (xix) Filing of **excise returns** without any extra cost to NSIC.
- (xx) Warehouse to have adequate firefighting equipment's to tackle any emergency as per the safety norms of any warehouse.

2.1.2 Receiving Container/Trucks: The Warehouse operator shall, based on Intimation and Advise, provide 'warehousing services', in compliance with all Requirements/ guidelines and manuals provided by NSIC LTD, including but not limited to:

- (A) Services upon arrival of Container/Truck-Inbound (Ex panipat on stock transfer basis):
 - (i) The Warehouse operator/representative shall tally the Truck no./ container no. with the no. specified in the Stock Transfer Challan and check the physical condition of the Truck/ container.
 - (ii) The Warehouse operator/representative shall visually check the physical condition of each bag containing the Product for dust, damage, leak, moisture and presence of water/ greasy material/etc.
 - (iii) The Warehouse operator/representative shall arrange weighment of at least fifteen (15) bags on each Truck (on random basis) and in case the weight varies beyond permissible limits (as advised by NSIC LTD), then all bags in such Truck are required to be checked for weight and recorded. Instances to be logged on variation observed.
 - (iv) The quality and quantity particulars recorded pursuant to para (b) and (c) above, shall be specified by the Warehouse operator/representative in all copies of the Stock Transfer Challan to be furnished by the driver of the Truck (Inbound) and each such copy shall be duly signed and stamped by the Warehouse operator/representative. All such copies of the Stock Transfer Challan shall be countersigned by the driver of the Truck (Inbound). The transporter's copy of the Stock Transfer Challan shall be handed over to the driver of the Truck (Inbound).
 - (v) The Warehouse operator/representative will also ensure that any shortages observed on unloading of Truck/ Container should be acknowledged in the Invoice and signature of driver taken.

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- (vi) The Warehouse operator/representative shall arrange for offloading the TruckInbound, within 04 (four) hours of the Truck reporting at Point of destination.
- (vii) The Warehouse operator/representative shall ensure that the bags containing the Product are off-loaded from the Truck/ container at the Warehouse in a safe and secure manner. The bags containing the Product shall be stored / stacked in an area demarcated exclusively for NSIC LTD Product. The Warehouse operator/representative shall ensure that bags, which do not meet the quality and quantity norms as advised by NSIC LTD, shall be segregated and identified as such within the Warehouse allocated space.

2.1.3 Storage inside warehouse: The Warehouse operator/representative shall ensure that the bags containing the Product are stored and stacked in the Warehouse in such a manner so as to ensure that the bags are fit for use by NSIC LTD customer. For such purpose the Warehouse operator/representative shall take the following minimum precautions:

- (i) Tarpaulin sheet shall be spread on the ground.
- (ii) Ensure cleanliness of the area for absence of dust, bird nest, water, greasy material etc. and avoid ingress of water/moisture particularly during rainy season.
- (iii) Ensure that the area remains no-smoking at all times and relevant signage to such effect should be displayed prominently.
- (iv) Ensure proper handling of the polymer bags.
- (v) Ensure that the polymer bags are stored in minimum 20 bags (height) stack arrangement.
- (vi) The ground area should be covered first before stacking the second row.
- (vii) Full documentation on all product stored with proper history cards to made available at all the time

2.1.4 Warehouse space and other infrastructure: The Warehouse operator/representative shall demarcate space as mentioned in exhibit as per requirement of NSIC at the time of signing of Agreement or more if required by NSIC LTD at later stage at agreed tariff within the Warehouse to be exclusively used for the purposes of this Agreement. The Warehouse operator/representative shall maintain within the Warehouse, exclusive office facilities for NSIC LTD which shall include;

- (i) A proper office room with furniture/ fixtures and telephone facility,
- (ii) Minimum of 2 (two) computers and printer with required computer operator(s) for undertaking documentation as per requirements of NSIC LTD,
- (iii) Proper internet connection at all times and connectivity between the Warehouse and supplier's ERP system,
- (iv) The Warehouse operator/representative shall deploy adequate manpower for handling the Product and the Terminal in charge shall be the person responsible for coordination and communication with NSIC LTD as per the terms in this Agreement.
- (v) The Warehouse operator/representative shall also ensure that a check scale is available for use at all the time.
- (vi) NSIC LTD will provide software as well as training to computer operator. For connectivity between the Warehouse and supplier's ERP system, SERVICE PROVIDER shall facilitate the same.

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- (viii) **Working Hours:** The Warehouse operator/representative shall ensure that operations at the Warehouse are conducted **between 1000 am to 0600 pm** on all working days in a week in general, which may be extended during increase of demand or any such requirement at any time during execution of the contract, without any extra cost to NSIC.

2.1.5 Dispatch from Warehouse: Based on Advise issued by NSIC LTD Representative from time to time, the Warehouse operator/representative shall ensure that the Product is loaded on Truck (Outbound) in a safe and sound manner. For such purpose the Warehouse operator/representative shall take the following minimum precautions:

- (i) Polymer bags shall be loaded on the basis of first-in first-out as as may be advised by NSIC from time to time.
- (ii) Each Polymer bag shall be visually checked for dust, damage, soiling, moisture, water, greasy material, leak, stitch seams, damage in any loop etc.
- (iii) Fifteen (15) Polymer bags per truck shall be weighed. In case the weight is beyond permissible limits (as advised by NSIC LTD), such bag is not to be dispatched and shall be segregated and stored in a separate place identified for the same within the Warehouse and proper record shall be maintained. Further, in such event, all bags in such Truck are required to be checked for weight and recorded.
- (iv) The Truck (Outbound) shall be checked for absence of dust, mud, moisture, water, greasy material, protruding object etc.
- (v) The Warehouse operator/representative shall obtain due acknowledgment for Product received in good condition from transporters after loading the trucks (outbound).
- (vi) The Warehouse operator/representative shall complete all documentation in connection with despatch of Products by the Trucks (Outbound), including billing in the name of NSIC LTD in case of sale of Product in the format and rates specified by NSIC LTD from time to time.
- (vii) NSIC LTD shall make available to The Warehouse operator/representative necessary printed stationery required by The Warehouse operator/representative to comply with obligations specified in this clause.
- (viii) The Warehouse operator/representative will ensure that all documentation is maintained on stock handled, receipt, dispatched and any sweep generated on the day. There has to be proper records on any bags damaged and torn during handling.

2.1.6 Sweep Disposal: The sweep generated in handling polymer at the Warehouse shall be handled as below:

- (i) C&T (Cut and Torn) Bags generated to be rebagged under strict supervision by the Warehouse operator/representative
- (ii) Any receipt of bags and products in unacceptable condition is to be noted in Invoice.
- (iii) Product to be downgraded to Sweep and Sweep Grade as maintained in PPMC in SAP be extended to all Warehouse Locations
- (iv) Booking of loss and shortage would be done by PPMC after monthly verified report from NSIC LTD Officer I/C of RSC's.

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- (v) Any damaged bag through road to be booked to transporters and cost recovered accordingly, Warehouse will not accept any unacceptable bags.
- (vi) With regards to bags receipt through rail, PPMC to ensure fit containers are placed at Loading Bay to nullify bags damaged due to container damaged.
- (vii) The Warehouse operator/representative to ensure supervision of only okay bags are loaded at loading point to ensure that okay bags are only received at RSCs.
- (viii) Wet Bags receipt through the CTO due to improper container is to be noted and informed to NSIC representative for reimbursement of cost on this account from the CTO.
- (ix) All Sweeps generated on account of handling at RSC's are to be booked on the Warehouse operator/representative and NSIC LTD Officer to have clear demarcation on sweep generated due to handling and that received through Truck. Sweep on account of handling is to be recovered from the Warehouse operator/representative.
- (x) Sale of sweep can be done by the Warehouse operator/representative on their own or by NSIC LTD and reimburse the amount to the Warehouse operator/representative, as the case may be.

2.1.7 Maintenance of warehouse: The Warehouse operator/representative shall ensure that the Warehouse, especially the portion demarcated for NSIC LTD Products, is maintained in clean and proper condition, suitable for storage of Product, at all times and undertake any repairs, maintenance, modifications and additions as may be necessary to carry out obligations under this Agreement and further ensure that the all Requirements are compiled within the storage and handling of the Product.

2.1.8 The Warehouse operator/representative shall ensure that all necessary manpower, equipment, such as check scale (min 50 kg with tolerance limit of 100 gm), are available in good and proper condition at the Warehouse so as to enable loading and off-loading of the Product onto/from Trucks.

2.1.9 Attending NSIC LTD Customers: The Warehouse operator/representative shall appropriately attend to NSIC LTD's customers at the Warehouse during Working Hours.

2.1.10 Warehouse Expenses: The Warehouse operator shall be responsible for all costs and expenses at the Warehouse incurred in complying with its obligations under this Agreement, including electricity charges, water tax charges, postages, telephone, telex charges, municipal taxes and any other expenses and levies.

2.1.11 Security Arrangements: The Warehouse operator/representative shall be responsible for all security arrangements, whether during Working Days or holidays, as may be required or deemed fit by The Warehouse operator/representative for the purpose of performing its obligations under the Agreement.

2.1.12 The Material Safety Data Sheet (MSDS) with respect to the Product is attached hereto as **Exhibit 4**, so as to assist the CTO/Warehouse operator/representative in taking special handling and storage care that is required in relation to the Product. Without prejudice to the aforesaid, the Warehouse operator/representative shall take particular care in ensuring that the Warehouse remains free and safe from moisture and pests.

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Annexure-I

Price Bid

Warehouse and Warehousing Services for storage & handling of Polymers in the cities of Ahmedabad, Bangaluru, Chennai and Hyderabad.

ICD to RSC delivery expenses					(Schedule of Rates)									
ICD/Rail head	Proposed RSC location	Distance from ICD (KM)	Rate for delivery to RSC (Rs./KM/MT)	Monthly Amount for delivery to RSC from ICD(Rs.)	Name of RSC	Warehouse Operations							Amount (Rs.) per Annum	Total amount per annum(RSC expenses +ICD to RSC delivery)
						Item Description	Unit	Quantity (Monthly)	Rate (Rs./ Sqft)	Rate (Rs./ Month)	Rate (Rs./ MT)			
Devangonthi	Whitefield/ Peenya		4.18	0	RSC Bangalore	Rent for warehouse space	Sq ft	15000					0	
						WH service Charges	LS	1					0	
						Cargo handling charges	MT	1530					0	
Total amount per annum(Rs.)				0								0	0	

Note:

- 1 Rates are to be quoted in enclosed Schedule of Rates:
- 2 TEU is Twenty Equivalent Unit i.e. 20' /22' container. In case of Use of 40' container, the rate shall be mutually agreed rate for Rail Freight and Handling charges per TEU, except cargo handling which is on per tonne basis.
- 3 Rates are to be quoted in Indian Rupees for the unit given along each item.
- 4 Rates quoted shall be inclusive of all taxes, duties, levies, etc. whatsoever applicable during currency of contract period. Service Tax will be paid extra as applicable.
- 5 Any cutting / alterations are to be properly authenticated by authorized signatory of The Service Provider at all places.
- 6 Service tax will be paid at applicable rates.

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FORMS AND FORMATS

F-1-BID FORM

F-2- BIDDER'S GENERAL INFORMATION

F-3- LETTER OF AUTHORITY

F-4-ANNUAL TURN OVER

F-5- PERFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING

F-6- – BANK DETAILS OF BIDDERS

F-7 NO DEVIATION CONFIRMATION

F-8 Contract AGREEMENT

F-9 INTEGRITY PACT

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F-1

BID FORM

To,

**The National Small Industries Corporation Limited,
(A Govt. Of India Enterprise)**

No. 25, Ist Main Road, KSSIDC Industrial Estate,
6th Block Rajajinagar, Bangalore – 560010, Karnataka
Phone: 080-23109059,080-23307791,080-23417858
Fax: 080-23300070, Website: www.nsic.co.in

Dear Sir,

Subject: Tender for

Contract: Warehouse and Warehousing Services for storage & handling of Polymers in the city of Bengaluru.

TENDER NO. : NSIC/BNG/WAREHOUSE-2/POLYMER/2015-16

With reference to your subject tender, we confirm having carefully read, studied and understood various conditions/documents supplied with the tender and submit them duly signed and stamped as having accepted in TOTO in conformity with, the said Bid Documents, including Addenda/corrigenda Nos. _____.

We confirm that this bid is valid for a period of four (04) months from the date of opening of Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period

Until a final Agreement is prepared and executed, the bid together with your written acceptance thereof in your notification of award shall constitute a binding Agreement between us.

We understand that Bid Document is not exhaustive and any action and activity not mentioned in Bid Documents but may be inferred to be included to meet the intend of the Bid Documents shall be deemed to be mentioned in Bid Documents unless otherwise specifically excluded and we confirm to perform for fulfilment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

We understand that you are not bound to accept the lowest price or any bid that you may receive.

We submit herewith our quotation, duly signed.

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BIDDER's GENERAL INFORMATION

1. Name of the firm:
- 2(a) Registered office address of the firm:
- (b) Address for correspondence:
3. Phone Nos.:
4. Fax Nos.:
5. Mobile Nos.:
6. E-mail address:
7. Status of the Applicant (Individual, Proprietorship, Partnership, Limited Liability Partnership, Limited Company, Co-operative Society):
8. Registration No.:
9. Year of establishment:
10. Permanent Account No. (PAN issued by Income Tax Dept.):
11. Name and address of Proprietor/ Partners/ Directors:

Sr.	Name	Status	Address

12. Whether bidder/ Prop. / any of the Partners/ Directors are related (as defined under Companies Act 1956) to any of Directors of Company to which tender is being submitted. If so, name of Director of Corporation & nature of relationship:_____
13. We confirm that we are not involved in any litigation, which would render the performance of any obligation impossible in case, the contract is awarded to us.
14. We confirm that rates offered by us will remain valid for acceptance by you up to 180 days from the date of opening of this tender.

SIGNATURE OF TENDERER WITH SEAL

F-3

LETTER OF AUTHORITY

**PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT
NEGOTIATIONS/CONFERENCES**

Ref. No.

Date:

To,

**Sr. Branch Manager
The National Small Industries Corporation Limited,
(A Govt. Of India Enterprise)
No. 25, 1st Main Road, KSSIDC Industrial Estate,
6th Block Rajajinagar, Bangalore – 560010, Karnataka**

Dear Sir,

We _____ hereby authorize following representative(s) to attend unpriced bid opening and price bid opening and for any other correspondence and communication against above Bidding Document:

1) Name & Designation _____ Signature _____
2) Name & Designation _____
Signature _____

We confirm that we shall be bound by all commitments made by aforementioned authorized representatives.

Yours faithfully,

Signature _____ :

Name & Designation :

For and on behalf of

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder. Not more than two persons are permitted to attend techno –commercial un-priced and price bid opening.

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F-4

Annual Turn Over

Each Bidder must fill in this form

Annual Turnover data for the last three (3) years

Year	Amount (INR)
Year 1	
Year 2	
Year 3	

1. The information supplied should be the annual turnover of the bidder
2. A brief note should be appended describing thereby details of turnover as per audited results.

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DECLARATION OF BLACK LISTING/HOLIDAY LISTING

In the case of a Proprietary Concern:

I hereby declare that neither I in the name of my Proprietary concern M/s _____ which is submitting the accompanying bid/tender no. any other concern in which I am proprietor nor in any partnership firm in which I am involved as a Managing Partner have been placed on black list or holiday list declared by NSIC or its Administrative Ministry, except as indicated below:

(Here give particulars of blacklisting or holiday listing and in absence thereof state "NIL") In the case of a

Partnership Firm:

We hereby declare that neither we, M/s _____ submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor of any firm or concern have or has been placed on blacklist or holiday list declared by NSIC. or its Administrative Ministry, except as indicated below:

(Here give particulars of blacklisting or holiday listing and in absence thereof state "NIL") In the case of

Company:

We hereby declare that we have not been placed on any holiday list or black list declared by NSIC or its Administrative Ministry, except as indicated below:

(Here give particulars of blacklisting or holiday listing and in absence thereof state "NIL")

It is understood that if this declaration is found to be false in any particular, NSIC or its Administrative Ministry, shall have the right to reject my/our Bid, and if the Bid has resulted in a contract, the contract is liable to be terminated.

SIGNATURE OF TENDERER WITH SEAL

F-6
BANK ACCOUNT DETAILS OF THE BIDDER

Dated:

To,

Sr. Branch Manager
The National Small Industries Corporation Limited,
(A Govt. Of India Enterprise)
No. 25, Ist Main Road, KSSIDC Industrial Estate,
6th Block Rajajinagar, Bangalore – 560010, Karnataka

Dear Sir,

With reference to your advice, we hereby agree to accept the payment of our bills through “RTGS/NEFT/Electronic Mode”.

The desired bank account details are given below:

1.	Name of Beneficiary (i.e NSIC LTD Vendor)	
2.	Name of the Beneficiary’s Bank	
3.	Address of the Beneficiary’s Bank Branch	
4.	Contact details of Branch with STD Code	
5.	Beneficiary’s Bank Account No. (as per cheque copy)	
6.	Beneficiary’s Account Type (SB/CC/CA)	
7.	Beneficiary’s Bank IFSC Code (11 Digit)	
8.	Mobile No of Beneficiary (One Number only)	
9.	E-Mail Id of Beneficiary (One Mail Id only)	

A blank cancelled cheque leaf relating to the above bank account is enclosed for verifying the accuracy of the bank details.

I hereby declare that the particulars given above are correct and complete. I agree to receive transactional SMS / E-Mail Alerts from NSIC LTD with regard to my bill payments

(Signature of Account Holder)
Seal of the Vendor

Encl: Cancelled Cheque

**** We hereby confirm that the above bank account details of beneficiary are correct in all respects and the account of Beneficiary (NSIC LTD vendor) is maintained at our bank branch.

(Name of Bank & Branch)
Authorized Signatory

**** Verification required only in case vendors name is not printed/appearing on the cancelled cheque leaf being submitted to NSIC LTD office

SIGNATURE OF TENDERER WITH SEAL

F-7

NO DEVIATION CONFIRMATION

To,

Sr. Branch Manager
The National Small Industries Corporation Limited,
(A Govt. Of India Enterprise)
No. 25, Ist Main Road, KSSIDC Industrial Estate,
6th Block Rajajinagar, Bangalore – 560010, Karnataka

Dear Sir,

We understand that any deviation/exception in any form may result in rejection of bid. We, therefore, certify that we have not taken any exceptions/deviations anywhere in the bid and we agree that if any deviation/exception is mentioned or noticed, our bid may be rejected.

(SEAL AND SIGNATURE OF BIDDER)

SIGNATURE OF TENDERER WITH SEAL

Unless repugnant to the meaning or context hereof, terms used in this agreement in the uppercase form shall have the meaning as given below:

‘Advise’ shall mean the advice issued by NSIC LTD Representatives to Warehouse OPERATOR Representatives for dispatch of product from Warehouse to the customer.

‘Agreement’ shall mean this Agreement entered into between NSIC LTD and Warehouse OPERATOR including any amendments hereto.

‘Effective Date’ shall have the meaning assigned to it in Clause 2.

‘Intimation’ shall mean the intimation issued by NSIC LTD Representatives to Warehouse OPERATOR Representatives for product dispatch by NSIC LTD.

‘Liabilities’ shall mean all direct, indirect and consequential losses, costs, damages, expenses, penalties, interest, claims (including third party claims) and liabilities imposed, claimed or levied or assessed against NSIC LTD, attorneys’ fees and disbursements of any kind or any nature whatsoever imposed upon NSIC LTD, whether incurred directly or indirectly by NSIC LTD.

‘Party’ shall mean NSIC LTD and Warehouse OPERATOR individually and ‘Parties’ shall mean NSIC LTD and Warehouse OPERATOR collectively.

‘Person’ shall mean, without limitation, an individual, corporation (including a non-profit corporation), partnership, joint venture, trust, association, organization, or other entity or governmental authority and shall include any successor (by merger or otherwise) of such entity.

‘Point of Origin’ shall mean the gate of the premises of the Warehouse.

‘Point of Destination’ shall mean the location as specified in the relevant Advise.

‘Product’ shall mean POLYMER (in various grades) stuffed in 25 Kg PP Woven Sacks (POLYMER BAG), depending on the context in which the expression is used.

‘Requirement’ shall mean requirement as per any legislation, rule, judicial order or any order of any person having the force of law, prevailing as on the day compliance is sought.

‘Stock Transfer Challan’ shall mean the stock transfer challan bearing the signature of NSIC LTD Representative certifying amongst other things the quantity and quality of the Product in the relevant Truck (Inbound).

‘Transitional Period’ shall mean with respect to the Product, the period commencing from the Point of Origin till the loading of Product on outbound truck.

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‘Truck’ shall mean the trucks used for loading of Product and carriage as envisaged in the Agreement.
‘Truck (Inbound)’ shall mean Truck containing Product and reporting/intended to report at the Warehouse.

‘Truck (Outbound)’ shall mean Truck containing Product and dispatched from the Warehouse.

‘Working Days’ shall mean, as to any location, any day other than notified holiday observed by NSIC LTD.

‘Working Hours’ shall mean 1000 am to 0600 pm on all Working Days.

1.2 Interpretation

- (i) Unless otherwise specified, any reference to Clauses, Sub-Clauses, Paragraphs and or Exhibits is intended to refer to Clauses, Sub-Clauses, Paragraphs and or Exhibits of the Agreement.
- (ii) Titles of Clauses, Sub-Clauses, Paragraphs and or Exhibits are intended for convenience of reading only and do not represent nor shall they be construed to represent any other meaning.
- (iii) References in this Agreement to any agreement or document shall be construed as a reference to each such agreement or document as the same may have been, or may from time to time be, amended, varied, notated, replaced or supplemented.
- (iv) Unless otherwise specified, expressions such as ‘hereby’, ‘hereunder’ or the like are intended as ‘by this Agreement’ and ‘under this Agreement’ or the like as applicable and not by or under a specific Clause or Paragraph.
- (v) Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.

2.0 Effective Date: This Agreement shall come into full force and effect as on the date of _____

3.0 Scope

3.1 During the term of this Agreement, Warehouse OPERATOR shall render services, based on Intimation and Advise issued by NSIC LTD from time to time. The engagement by NSIC LTD of Warehouse OPERATOR in terms of this Agreement is on a non-exclusive basis and nothing contained herein shall affect the right of NSIC LTD to engage services of other Persons for similar services.

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- 3.2 Warehouse OPERATOR shall, during the Transitional Period and at all hours, be fully and exclusively responsible for the safety, quantity and quality of Product as specified in the relevant stock transfer challan as held in their custody in performance of this agreement.

4.0 Obligations of Warehouse OPERATOR

4.1 Services:

Warehouse OPERATOR shall, based on Intimation and Advise, provide 'warehousing services', in compliance with all Requirements/ guidelines and manuals provided by NSIC LTD, including but not limited to:

- 4.1.1 Warehouse and warehousing services for polymers at various destinations across the country and the Warehouse operator shall provide warehousing facilities for storage and handling of PP Bags at various destinations across the country, as may be specified in the Indent. The Warehouse operator's Scope of Work shall include the following:

- (i) Ensure the seal of the product laden container is intact.
- (ii) Shortage/loss/damage during operations at the Warehouse shall be the responsibility of the Warehouse operator.
- (iii) Arrange for unloading and handling of Product laden Containers (of Polymers) at destination Warehouses.
- (iv) Unloading of bags from containers/trucks (received via rail/road) and stacking up to designated height inside the warehouse.
- (v) Stacking inside warehouse minimum of 20 bags (height) with adequate facility.
- (vi) Rebagging/stitching of damaged bags.
- (vii) Loading of customers' trucks for delivery to customers.
- (viii) Order processing, documentation, invoicing, MIS etc.,
- (ix) Security & Safety of product.
- (x) Proper housekeeping.
- (xi) Ensuring quality & quantity of product in custody.
- (xii) Arrangement/ co-ordination of trucks for transportation from Warehouse to customer for delivered supplies.
- (xiii) Providing adequate manpower.
- (xiv) Monthly Inventory to be done on 1st of every month and signed by both vendor and NSIC LTD representative.
- (xv) Ensure availability of empty bags/stitching machine/thread etc required for re-bagging (to be supplied by NSIC).
- (xvi) Provide all warehousing facilities at the Warehouse.
- (xvii) Portable stitching machine to be provided by Vendor
- (xviii) Arrange for delivery to consignee as specified in the Indent, by positioning the Product laden Container onto the trucks/vehicle placed by consignee; or arrange delivery of Product to such consignee by de-stuffing the Containers and loading the PP woven sacks onto the trucks/vehicles placed by consignee.

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- (xix) Filing of excise returns without any extra cost to NSIC.
- (xx) Warehouse to have adequate firefighting equipment's to tackle any emergency as per the safety norms of any warehouse.

4.1.2 **Receiving Container/Trucks:** The Warehouse operator shall, based on Intimation and Advise, provide 'warehousing services', in compliance with all Requirements/ guidelines and manuals provided by NSIC LTD, including but not limited to:

- (A) Services upon arrival of Container/Truck-Inbound (Ex panipat on stock transfer basis):
 - (i) The Warehouse operator/representative shall tally the Truck no./ container no. with the no. specified in the Stock Transfer Challan and check the physical condition of the Truck/ container.
 - (ii) The Warehouse operator/representative shall visually check the physical condition of each bag containing the Product for dust, damage, leak, moisture and presence of water/ greasy material/etc.
 - (iii) The Warehouse operator/representative shall arrange weighment of at least fifteen (15) bags on each Truck (on random basis) and in case the weight varies beyond permissible limits (as advised by NSIC LTD), then all bags in such Truck are required to be checked for weight and recorded. Instances to be logged on variation observed
 - (iv) The quality and quantity particulars recorded pursuant to Para (b) and (c) above, shall be specified by the Warehouse operator/representative in all copies of the Stock Transfer Challan to be furnished by the driver of the Truck (Inbound) and each such copy shall be duly signed and stamped by the Warehouse operator/representative. All such copies of the Stock Transfer Challan shall be countersigned by the driver of the Truck (Inbound). The transporter's copy of the Stock Transfer Challan shall be handed over to the driver of the Truck (Inbound).
 - (v) The Warehouse operator/representative will also ensure that any shortages observed on unloading of Truck/ Container should be acknowledged in the Invoice and signature of driver taken.
 - (vi) The Warehouse operator/representative shall arrange for offloading the Truck Inbound, within 04 (four) hours of the Truck reporting at Point of destination.
 - (vii) The Warehouse operator/representative shall ensure that the bags containing the Product are off-loaded from the Truck/ container at the Warehouse in a safe and secure manner. The bags containing the Product shall be stored/stacked in an area demarcated exclusively for NSIC LTD Product. The Warehouse operator/representative shall ensure that bags, which do not meet the quality and quantity norms as advised by NSIC LTD, shall be segregated and identified as such within the Warehouse allocated space.

4.1.3 **Storage inside warehouse:** The Warehouse operator/representative shall ensure that the bags containing the Product are stored and stacked in the Warehouse in such a manner so as to ensure that the bags are fit for use by NSIC LTD customer. For such purpose the Warehouse operator/representative shall take the following minimum precautions:

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- (i) Tarpaulin sheet shall be spread on the ground.
- (ii) Ensure cleanliness of the area for absence of dust, bird nest, water, greasy material etc. and avoid ingress of water/moisture particularly during rainy season.
- (iii) Ensure that the area remains no-smoking at all times and relevant signage to such effect should be displayed prominently.
- (ix) Ensure proper handling of the polymer bags.
- (x) Ensure that the polymer bags are stored in minimum 20 bags (rows) stack arrangement.
- (xi) The ground area should be covered first before stacking the second row.
- (xii) Full documentation on all product stored with proper history cards to made available at all the time

4.1.4 **Warehouse space and other infrastructure:** The Warehouse operator/representative shall demarcate space as mentioned in exhibit as per requirement of NSIC at the time of signing of Agreement or more if required by NSIC LTD at later stage at agreed tariff within the Warehouse to be exclusively used for the purposes of this Agreement. The Warehouse operator/representative shall maintain within the Warehouse, exclusive office facilities for NSIC LTD which shall include;

- (i) A proper office room with furniture/ fixtures and telephone facility,
- (ii) Minimum of 2 (two) computers and printer with required computer operator(s) for undertaking documentation as per requirements of NSIC LTD,
- (iii) Proper internet connection at all times and connectivity between the Warehouse and ERP system of Manufacturer,
- (iv) The Warehouse operator/representative shall deploy adequate manpower for handling the Product and the Terminal in charge shall be the person responsible for coordination and communication with NSIC LTD as per the terms in this Agreement.
- (v) The Warehouse operator/representative shall also ensure that a check scale is available for use at all the time.
- (vi) NSIC LTD will provide software as well as training to computer operator. For connectivity between the Warehouse and ERP system of Manufacturer, SERVICE PROVIDER shall facilitate the same.
- (xiii) Working Hours: The Warehouse operator/representative shall ensure that operations at the Warehouse are conducted between 1000 am to 0600 pm on all working days in a week in general, which may be extended during increase of demand or any such requirement at any time during execution of the contract, without any extra cost to NSIC.

4.1.5 **Dispatch from Warehouse:** Based on Advise issued by NSIC LTD Representative from time to time, the Warehouse operator/representative shall ensure that the Product is loaded on Truck

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(Outbound) in a safe and sound manner. For such purpose the Warehouse operator/representative shall take the following minimum precautions:

- (i) Polymer bags shall be loaded on the basis of first-in first-out as may be advised by NSIC from time to time.
- (ii) Each Polymer bag shall be visually checked for dust, damage, soiling, moisture, water, greasy material, leak, stitch seams, damage in any loop etc.
- (iii) Fifteen (15) Polymer bags per truck shall be weighed. In case the weight is beyond permissible limits (as advised by NSIC LTD), such bag is not to be dispatched and shall be segregated and stored in a separate place identified for the same within the Warehouse and proper record shall be maintained. Further, in such event, all bags in such Truck are required to be checked for weight and recorded.
- (iv) The Truck (Outbound) shall be checked for absence of dust, mud, moisture, water, greasy material, protruding object etc.
- (v) The Warehouse operator/representative shall obtain due acknowledgment for Product received in good condition from transporters after loading the trucks (outbound).
- (vi) The Warehouse operator/representative shall complete all documentation in connection with dispatch of Products by the Trucks (Outbound), including billing in the name of NSIC LTD in case of sale of Product in the format and rates specified by NSIC LTD from time to time.
- (vii) NSIC LTD shall make available to The Warehouse operator/representative necessary printed stationery required by The Warehouse operator/representative to comply with obligations specified in this clause.
- (viii) The Warehouse operator/representative will ensure that all documentation are maintained on stock handled, receipt, dispatched and any sweep generated on the day. There has to be proper records on any bags damaged and torn during handling.

4.1.6 **Sweep Disposal**: The sweep generated in handling polymer at the Warehouse shall be handled as below:

- (i) C&T(Cut and Torn) Bags generated to be rebagged under strict supervision by the Warehouse operator/representative
- (ii) Any receipt of bags and products in unacceptable condition is to be noted in Invoice.
- (iii) Product to be downgraded to Sweep and Sweep Grade as maintained in SAP of the supplier be extended to Warehouse Location.
- (iv) Booking of loss and shortage would be done by supplier after monthly verified report from NSIC LTD Officer I/C.
- (v) Any damaged bag through road to be booked to transporters and cost recovered accordingly, Warehouse will not accept any unacceptable bags.
- (vi) With regards to bags receipt through rail, supplier to ensure fit containers are placed at Loading Bay to nullify bags damaged due to container damaged.
- (vii) The Warehouse operator/representative to ensure supervision of only okay bags are loaded at loading point to ensure that okay bags are only received at Warehouse.
- (viii) Wet Bags receipt through the CTO due to improper container is to be noted and informed to NSIC representative for reimbursement of cost on this account from the CTO.

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- (ix) All Sweeps generated on account of handling at warehouse are to be booked on the Warehouse operator/representative and NSIC LTD Officer to have clear demarcation on sweep generated due to Handling and that received through Truck. Sweep on account handling is to be recovered from the Warehouse operator/representative.
- 4.1.7 **Maintenance of warehouse**: The Warehouse operator/representative shall ensure that the Warehouse, especially the portion demarcated for NSIC LTD Products, is maintained in clean and proper condition, suitable for storage of Product, at all times and undertake any repairs, maintenance, modifications and additions as may be necessary to carry out obligations under this Agreement and further ensure that the all Requirements are complied within the storage and handling of the Product.
- 4.1.8 The Warehouse operator/representative shall ensure that all necessary manpower, equipment, such as check scale (min 50 kg with tolerance limit of 100 gm), are available in good and proper condition at the Warehouse so as to enable loading and off-loading of the Product onto/from Trucks.
- 4.1.9 **Attending NSIC LTD Customers**: The Warehouse operator/representative shall appropriately attend NSIC LTD's customers at the Warehouse during Working Hours.
- 4.1.10 Warehouse Operator shall at all times maintain valid insurance for all personnel, buildings, equipment's and other structures at the Warehouse during the term of the Agreement with respect to Warehouse premises and third party liability.
- 4.1.11 **Warehouse Expenses**: The Warehouse operator shall be responsible for all costs and expenses at the Warehouse incurred in complying with its obligations under this Agreement, including electricity charges, water tax charges, postages, telephone, telex charges, municipal taxes and any other expenses and levies.
- 4.1.12 **Security Arrangements**: The Warehouse operator/representative shall be responsible for all security arrangements, whether during Working Days or holidays, as may be required or deemed fit by The Warehouse operator/representative for the purpose of performing its obligations under the Agreement.
- 4.1.13 The Material Safety Data Sheet (MSDS) with respect to the Product is attached hereto as Exhibit 4, so as to assist the Warehouse operator/representative in taking special handling and storage care that is required in relation to the Product. Without prejudice to the aforesaid, the Warehouse operator/representative shall take particular care in ensuring that the Warehouse remains free and safe from moisture and pests.
- 4.1.14 **Liability for Payments**: Warehouse OPERATOR shall be solely responsible for any payment (whether by way of salary or other benefits or compensation, statutory or otherwise) to be made to any person including its employees or any other persons retained by Warehouse OPERATOR or the account of such person, who is involved in providing any part of operations carried out in the Warehouse.

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4.1.15 **Timely Service:** As time is the essence of the Agreement, Warehouse OPERATOR agrees to provide all infrastructure and service in a manner necessary to effect the timely and safe implementation of the Agreement.

4.1.16 **Compliance with Requirements:** Warehouse OPERATOR shall ensure compliance with all Requirements and maintain all records (including statutory records and documentation) as may be applicable in the performance of the Agreement, including provisions of the Motor Vehicles Act, excise laws and various labor laws. Without prejudice to the generality of the aforesaid, Warehouse OPERATOR shall be liable for payment of service tax, compliance with obtaining and maintaining all applicable licenses/permits required to perform in terms of this Agreement.

4.1.17 **Reporting:** Warehouse OPERATOR shall furnish reports and other records in a timely manner, as per the formats and periodicity advised by NSIC LTD from time to time. Such reports shall be accurate and be signed by Warehouse OPERATOR Representative.

5.0 Obligations of NSIC LTD

5.1 Make Payments

NSIC LTD shall make payments to Warehouse OPERATOR in accordance with sub-Clause 7.1.

5.2 **Product Insurance:** NSIC LTD shall be responsible for maintaining adequate insurance cover with respect to Product stocked in the Warehouse pursuant to the Agreement.

5.3 **Stationery:** NSIC LTD shall make available to Warehouse OPERATOR necessary printed stationery required by Warehouse OPERATOR to comply with obligations specified in Clause 4.1.3.

5.4 **Place of Business:** NSIC LTD shall arrange for notification of the Warehouse as a 'place of businesses as applicable under provisions relating to Sales Tax and Excise Tax. Sales tax registration with respect to the Warehouse shall be the responsibility of NSIC LTD.

6.0 Inspection

6.1 NSIC LTD shall be entitled to visit the Warehouse and any process carried therein to ensure compliance by Warehouse OPERATOR of this Agreement. Warehouse OPERATOR shall, at the request of NSIC LTD make available for inspection by NSIC LTD such records/documents bearing connection with the performance of the Agreement by Warehouse OPERATOR and also furnish photocopies of documents and may be requested by NSIC LTD. Provided however,

- (i) any such inspection is a right of NSIC LTD and not its obligation,
- (ii) Such inspection by NSIC LTD shall not in any manner relieve Warehouse OPERATOR of its obligation or responsibilities under the Agreement.

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7.0 Indemnity

7.1 Indemnity by Warehouse OPERATOR

- (i) Warehouse OPERATOR agrees to indemnify NSIC LTD in case any representations or warranty under the Agreement is found to be untrue or inaccurate.
- (ii) Warehouse OPERATOR shall be liable to fully indemnify NSIC LTD against all Liabilities, in case of any loss caused to NSIC LTD or any of its employees, directors or consultants, authorized representatives, agents, subsidiaries, successors and assigns, in the course of performance of the Agreement by Warehouse OPERATOR.
- (iii) Without prejudice to the generality of the aforesaid clause, Warehouse OPERATOR agrees to indemnify NSIC LTD against all Liabilities by virtue of, or in connection with, or arising out of any:
 - (a) Failure of Warehouse OPERATOR to maintain or take appropriate licenses/permits/consent to carry out the purposes of the Agreement;
 - (b) Claims made by any employees or agents of Warehouse OPERATOR, including any claim by Warehouse OPERATOR personnel that they are NSIC LTD employees for any purpose; and
 - (c) Claims arising from the negligence of Warehouse OPERATOR in performing its obligations under the Agreement.
 - (d) Third party claims e.g., discharge of effluent into nearby drains- neighborhood.
 - (e) The foregoing indemnities in paragraphs (a) to (c) above shall not apply to the extent such liability arises from or as a result of any negligent act or omission of NSIC LTD.

7.2 **Indemnity by NSIC LTD:** NSIC LTD agrees to indemnify Warehouse OPERATOR in case any representations or warranty under the Agreement is found to be untrue or inaccurate.

7.3 **Encumbrance:** Warehouse OPERATOR acknowledges that it has no right to create any lien over the Product stored therein pursuant to the Agreement under any circumstance.

7.4 **Handover upon Termination:** Upon expiration or termination of this Agreement for whatever reason, Warehouse OPERATOR shall facilitate a smooth transition by rendering all such co-operation, including but not limited to handing over all stocks, materials, stationery belonging to NSIC LTD, furnishing all relevant documents/records, as may be requested by NSIC LTD, for a period of at least 30 (thirty) days from the date of such expiration or termination.

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8.0 Payments and Taxes

- 8.1 NSIC LTD agrees to pay the charges for providing services in terms hereof, as specified in Schedule of Rates given in Work Order/Letter of Intent, within 15 (fifteen) Working Days of receipt of the invoice by NSIC LTD.
- 8.2 If NSIC LTD disputes the validity of any portion of any invoice, NSIC LTD will timely pay Warehouse OPERATOR the undisputed portion and will notify Warehouse OPERATOR of the invoice dispute. NSIC LTD and Warehouse OPERATOR will work diligently and in good faith to resolve any invoice dispute. Meanwhile, Warehouse OPERATOR agrees that it shall continue to perform under the Agreement.
- 8.3 Except as expressly specified in the Agreement, NSIC LTD shall not be liable to pay any amounts whatsoever to Warehouse OPERATOR or to any person claiming through Warehouse OPERATOR.
- 8.4 **Invoice:** Warehouse OPERATOR shall raise invoice with respect to rent and charges, by the 7th of every calendar month. Invoice for any particular calendar month shall be raised in the immediately following calendar month.
- 8.5 **Taxes:** Warehouse OPERATOR shall be responsible for any and all taxes, levies and other costs as may be applicable in the course of performing under this Agreement and shall be responsible for filing all applicable returns.

9.0 Representations and Warranties

9.1 Representations and Warranties of NSIC LTD

NSIC LTD hereby represents and warrants to Warehouse OPERATOR as follows:

- (i) NSIC LTD is competent to enter into the Agreement and perform in terms thereof.
- (ii) Execution of this Agreement or performance hereof by NSIC LTD shall not violate any rule, regulation, law, order of court or contract by which NSIC LTD is bound.

9.2 Representations and Warranties of Warehouse OPERATOR

Warehouse OPERATOR hereby represents and warrants to NSIC LTD as follows:

- (i) Warehouse OPERATOR is competent to enter into the Agreement and perform in terms thereof.
- (ii) Execution of this Agreement or performance hereof by Warehouse OPERATOR shall not violate any rule, regulation, law, order of court or contract by which Warehouse OPERATOR is bound.
- (iii) Warehouse OPERATOR is fully entitled to operate the Warehouse and the equipment in terms of the Agreement and the same are not encumbered in any manner and nor has Warehouse OPERATOR entered into any agreement whereby the same may be subject to encumbrance.

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10.0 Other Provisions

10.1 Term and Termination

10.1.1 This Agreement shall be for a period of two year from the Effective Date, unless terminated earlier in terms hereof, renewable at the sole option of NSIC LTD.

10.1.2 This Agreement may be terminated by either Party without assigning any reasons, by giving 01 (one) month notice in writing to the other Party.

10.2 Upon termination of this Agreement;

- (i) rights and obligation accrued by either Party prior to the date of termination shall not be affected,
- (ii) all rights granted by NSIC LTD to Warehouse OPERATOR under this Agreement, shall come to an end,
- (iii) the obligation of Warehouse OPERATOR shall not be affected in any manner, and
- (iv) Warehouse OPERATOR shall forthwith return to NSIC LTD all unused stationery and promotional literature and material given by NSIC LTD to Warehouse OPERATOR hereunder and shall remove all NSIC LTD signage from the Warehouse. Warehouse OPERATOR shall ensure that signage is left mutilated.

10.3 Termination of this Agreement shall not affect provisions, which are intended by their very nature to survive termination of the Agreement, including provisions relating to indemnity.

11.0 Force Majeure

11.1 Any delay or failure by a Party in the performance of this Agreement (with the exclusion of confidentiality obligations under Clause 9.6 and payment obligations under this Agreement) shall be excused if and to the extent caused by force majeure event. Events of force majeure shall mean the following: (i) Acts of God;

- (ii) Acts of war of the public enemy, hostilities, or warlike operations (whether war be declared or not), invasion, act of foreign enemy, civil war or acts of terrorism;
- (iii) Public disorders, insurrection, revolution, rebellion, sabotage, riots, mutiny, usurpation of military power, conspiracy, civil commotion or violent demonstrations;
- (iv) Explosions, fires, earthquake, landslide, volcanism, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or inclement weather condition, nuclear and pressure waves or other natural calamities;
- (v) order of any governmental authority; and
- (vi) Sabotage, embargo, import restriction, port congestion, lack of usual means of public transportation and communication (where caused by circumstances that are themselves

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events of force majeure), industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine or plague;

It is understood that commercial hardship, third party breach, equipment breakdown, strike and shutdown or lockout of the Warehouse OPERATOR shall not constitute an event of force majeure.

11.2 The Party suffering a force majeure event shall notify the other Party immediately in writing of the beginning and the cessation of the above circumstances.

11.3 In case of occurrence of an event of force majeure, each Party shall bear any costs incurred by it resulting there from. The Party affected by an event of force majeure shall use all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of delays occasioned by such event of force majeure including recourse to alternate acceptable sources of services and reasonable adjustment of work activities.

11.4 No Partnership: nothing contained herein shall be construed to mean any relationship of partnership between the Parties.

12.0 RESOLUTION OF DISPUTES/ARBITRATION:

12.1 All questions, disputes and differences arising under or in relation to this Agreement shall be referred to the sole arbitration of the CHAIRMAN CUM MANAGING DIRECTOR of the Corporation. If CHAIRMAN CUM MANAGING DIRECTOR is unable or unwilling to act as the sole arbitrator, the dispute shall be referred to another officer of the Corporation as may be nominated by CHAIRMAN CUM MANAGING DIRECTOR in his place, who is willing to act as such sole arbitrator. It is known to the Parties herein that the Arbitrator appointed hereunder is an employee of the Corporation and may be Shareholder of the Corporation and the Bidder/Contractor expressly waives any objection to the appointment of the arbitrator on this ground. The arbitrator to whom the matter is originally referred, whether the CHAIRMAN CUM MANAGING DIRECTOR or officer, as the case may be, on his being transferred or vacating his office or being unable to act, for any reason, the CHAIRMAN CUM MANAGING DIRECTOR shall designate any other person to act as arbitrator in accordance with the terms of the Agreement and such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also the term of this Agreement that no person other than the CHAIRMAN CUM MANAGING DIRECTOR or the person designated by the CHAIRMAN CUM MANAGING DIRECTOR as aforesaid shall act as arbitrator. The award of the Arbitrator so appointed shall be final, conclusive and binding on all the Parties to the Agreement and provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or reenactment thereof and the Rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

12.2 The performance of all the obligations under the Contract shall not stop for any reason whatsoever during the said dispute/proceeding, unless the Contractor is specifically directed by Corporation to desist from working in this behalf.

12.3 The venue and the place of arbitration shall be Bengaluru and the language of proceedings shall be English. The substantive Laws governing the dispute shall be the Laws of India.

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13.0 Assignment

Warehouse OPERATOR shall not assign this Agreement or any part hereof without the prior written consent of NSIC LTD. NSIC LTD shall be free to assign this Agreement.

14.0 Confidentiality

- 14.1 Each Party shall keep strictly confidential and shall not disclose to any third party the contents of this Agreement, any information provided to such Party ('Receiving Party') by the other Party ('Disclosing Party') pursuant to this Agreement or relating to the negotiations or performance of this Agreement. Warehouse OPERATOR shall ensure that its employees, agents, partners, contractors, consultants have similar obligation of confidentiality.
- 14.2 Nothing contained herein shall prevent the Receiving Party from disclosing any confidential information received from the Disclosing Party if and to the extent; (i) required to do so by law or any court, governmental or regulatory authority, provided that the Receiving Party shall give the Disclosing Party a complete description of the required disclosure; (ii) disclosed to the professional advisers or auditors of such Party; (iii) such information has come into the public domain through no fault of the Receiving Party; or (iv) the Disclosing Party has given its prior written consent to such disclosure.
- 14.3 **Entire Agreement:** This Agreement represents the entire agreement between the Parties in relation to the subject matter contained herein. Any amendment to this Agreement shall be in writing as may be mutually agreed between the Parties.
- 14.4 **Severability:** If any provision of this Agreement shall be determined to be void or unenforceable under applicable law such provisions shall be deemed to be amended or deleted in so far as is reasonably inconsistent with the provision of this Agreement and to the extent necessary to conform with applicable laws and the remaining provisions of the Agreement shall remain valid and enforceable in accordance with its terms.
- 15.0 **Waiver:** Failure of either Party to enforce at any time or for any period of time any provision hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce each and every provision; nor shall any single or partial exercise of any right, power or privilege preclude any other future exercise thereof operate as a waiver.

16.0 Concurrent Rights

Parties shall be free to exercise any one or more of their rights concurrently.

- 17.0 Notice: Any notice required herein or otherwise shall be delivered to the address of each Party mentioned below or shall be served by registered mail, courier, or facsimile (followed by a letter in original) to the proper address mentioned below:

If intended for NSIC LTD:

**The Senior Branch Manager,
The National Small Industries Corporation Limited,
No. 25, 1st Main Road, KSSIDC Industrial Estate,
6th Block Rajajinagar, Bangalore – 560010, Karnataka**

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If intended for Warehouse OPERATOR:

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18.0 Counterparts

This Agreement shall be executed in two counterparts and each of them shall be an original but both the counterparts together shall constitute one and the same instrument.

In witness whereof, the Parties hereto have signed and executed this Agreement on the date first mentioned hereinabove.

Witness

(Signature)

For M/s National Small Industries Corporation
Limited
(Authorized Signatory)

Name and Designation:
Date:

Signature:

Name:

Particulars:

Address:

Date:

(Signature)

For M/s _____
(Authorized Signatory)

Name and Designation:
Date:

Witness

Signature:

Name:

Particulars:

Address:

Date:

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Exhibit 1
[Ref- clause 1.1]
Description of Warehouse

S.N	Name of Warehouse	Location	State
1	Warehouse Bengaluru	Whitefield/Peenya	Karnataka

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F-9: INTEGRITY PACT

Covering Letter required to be signed and submitted by SERVICE PROVIDER

Ref :

Dated:

To,

National Small Industries Corporation Limited

Sub: Submission of Offer for Tender no. _____ for

Dear Sir

The Service Provider acknowledges that National Small Industries Corporation Limited (NSIC LTD) has signed the MOU with Transparency International India for the adoption of the Integrity Pact Program and stands committed to following the principles thereof as enumerated in the Integrity Agreement enclosed with the tender document.

The Service Provider agrees that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that The Service Provider will sign the enclosed Integrity Agreement, which is an integral part of tender documents, failing which the tenderer will stand disqualified from the tendering process. The Service Provider acknowledges that the Bid would be kept open in its original form without variation or modification for a period of _____ days (state the number of days from the last date for the receipt of tenders stated in the NIT) AND THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

The Service Provider confirms acceptance and compliance with the Integrity Agreement in letter and spirit and further agrees that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when bid is finally accepted by NSIC LTD. The Service Provider acknowledges and accepts the duration of the Integrity Agreement, which shall be in line with Article 8 of the enclosed Integrity Agreement.

The Service Provider acknowledges that in the event of The Service Provider’s failure to sign and accept the Integrity Agreement, while submitting the Bid, NSIC LTD shall have unqualified, absolute and unfettered right to disqualify the tenderer and reject the Bid in accordance with the terms and conditions of the tender.

Yours faithfully,

(Duly authorized Signatory of The Service Provider) (Note - One copy of this letter along with the Integrity Agreement duly signed must be returned along with offer).

(To be executed on plain paper and submitted along with Technical Bid/Tender documents. To be signed by The Service Provider and same signatory competent/authorised to sign the relevant contract on behalf of NSIC LTD).

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INTEGRITY AGREEMENT

This Integrity Agreement is made at _____ on this _____ day of _____, 2015

BETWEEN

National Small Industries Corporation Limited, a company duly incorporated and validly existing under the provisions of Companies Act, 1956 and having its registered office at NSIC Bhawan, Okhla Industrial Estate, New Delhi – 110 020, India (hereinafter referred as the ‘Principal/Owner’, which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns) And

..... (Name and address of the Individual/firm/Company/consortium members through _____ (mention details of duly authorized signatory) hereinafter referred to as the “The Service Provider” and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns. Preamble

WHEREAS the Principal/Owner has floated a tender (Tender No. : _____) (hereinafter referred to as “Tender”) and intends to award, under laid down organizational procedures, contract/s purchase order/work order for (Name of contract/order) or items covered under the tender hereinafter referred to as the “Contract”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with The Service Provider(s).

AND WHEREAS, in order to achieve these goals, the Principal/Owner has appointed Independent External Monitors (IEM), to monitor the Tender process and the execution of the Contract for compliance with the principles as laid down in this Agreement.

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “Integrity Pact” or “Pact”), the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnessed as under:

Article 1: Commitment of the Principal/Owner:

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal/ Owner, personally or through any of his/her family members, will, in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

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- b) The Principal/Owner will, during the Tender process, treat all The Service Provider (s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all The Service Provider (s) the same information and will not provide to The Service Provider (s) confidential I additional information through which The Service Provider (s) could obtain an advantage in relation to the Tender process or the Contract execution.
- c) The Principal/Owner shall endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) /Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2-Commitments of SERVICE PROVIDER(s)/SERVICE PROVIDER(s)

- 1) The Service Provider (s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Service Provider (s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Service Provider (s) will not enter with other Service Provider(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Service Provider (s) will not commit any offence under the relevant IPC/PC Act. Further The Service Provider (s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or document provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Service Provider (s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly The Service Provider (s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he would not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/ parallel tender for the same item. Copy of CVC guidelines dated 21/4/2004 is annexed hereto as (Annexure A).

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- e) The Service Provider (s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 2) The Service Provider (s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Article 3-Disqualification from Tender Process and exclusion from future contracts

1. If The Service Provider (s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner is entitled to disqualify The Service Provider (s) from the Tender process or terminate the Contract, if already executed or exclude The Service Provider from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in the guidelines for holiday listing of the Principal/Owner.
2. The Service Provider accept and undertake to respect and uphold the Principal/Owner's absolute right to resort to and impose such exclusion.
3. Apart from the above, the Principal/Owner may take action for banning of business dealings/holiday listing of The Service Provider as deemed fit by the Principal/Owner.

Article 4-Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by The Service Provider (s):

- 1) **Forfeiture of EMD/Security Deposit:** If the Principal/Owner has disqualified SERVICE PROVIDER(s) from the Tender process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according to Article 3, the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the Earnest Money Deposit/ Bid-Security amount of The Service Provider.
- 2) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a The Service Provider, or of an employee or a representative or an associate of The Service Provider or The Service Provider which constitutes corruption within the meaning of PC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to the Chief Vigilance Officer.

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Article 5- Previous Transgression:

- 1) The Service Provider declares that no previous transgressions occurred in the last 3 years with any other Company in any country confirming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the Tender process.
- 2) If The Service Provider makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of The Service Provider as deemed fit by the Principal/ Owner.
- 3) If The Service Provider can prove that he has resorted \recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion as per laid down organizational procedures, revoke the exclusion prematurely.

Article 6- Equal Treatment of all Service Provider/SERVICE PROVIDERs/Sub-Service Providers:

- 1) The Service Provider (s) undertake(s) to demand from all sub-Service Providers a commitment in conformity with this Integrity Pact. The Service Provider shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-Service Providers, / subService Provider.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Service Providers.
- 3) The Principal/Owner will disqualify Service Provider, who do not submit, the duly signed Pact between the Principal/Owner and Service Provider, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 7-Independent External Monitor (IEM):

- 1) The Principal/Owner has appointed competent and credible Independent External Monitor(s) (IEM) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 2) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, National Small Industries Corporation Limited.
- 3) The Service Provider (s)/Service Provider(s) accept that the IEM has the right to access, without restriction, to all Project documentation of the Principal/Owner including that provided by the Service Provider. The Service Provider will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Subservice Provider's project documentation. . The IEM is under contractual obligation to treat the information and documents of Service Provider/Service Provider(s)/Subservice Provider(s) with confidentiality.
- 4) In case of tenders having estimated value of Rs 150 Crores or more, the Principal/Owner will provide to the IEM sufficient information about all the meetings among the parties related to the Project and shall keep the IEM apprised of all the developments in the Tender Process.

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- 5) As soon as the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal/Owner and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6) The IEM will submit a written report to the Chairman, National Small Industries Corporation Limited within 6 to 8 weeks from the date of reference or intimation to him by the Principal/Owner and, should the occasion arise, submit proposals for correcting problematic situations.
- 7) If the IEM has reported to the Chairman, National Small Industries Corporation Limited a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman, NSIC LTD has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEM may also transmit the information directly to the Central Vigilance Commissioner.
- 8) The word “IEM” would include both singular and plural.

Article 8- Duration of the Pact:

This Pact begins when both the parties have legally signed it. It expires for the Service Provider 12 months after the completion of work under the Contract or till the continuation of defect liability period, whichever is more and for all other Service Provider, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by the Chairman, NSIC LTD.

Article 9-Other Provisions:

- 1) This Pact is subject to Indian law, place of performance and jurisdiction is the Head Office/Headquarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If Service Provider is a partnership or a consortium, this Pact must be signed by all the partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Owner/Principal in accordance with this Agreement/ Pact or interpretation thereof shall **not** be subject to arbitration.

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Article 10- LEGAL AND PRIOR RIGHTS:

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Pact will have precedence over the Tender/Contract documents with regard any of the provisions covered under this Pact.

IN WITNESS WHEREOF the parties have signed and executed this Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of Principal/Owner)

(For and on behalf of SERVICE PROVIDER)

WITNESSES:

1. _____ (signature, name and address)
2. _____ (signature, name and address)

Note: In case of Purchase Orders wherein formal agreements are not signed references to witnesses may be deleted from the last part of the Agreement.

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