

**Appointment of Contractors at
Daman/Silvassa/Vapi**

Sealed quotations are invited from reputed agencies/ individuals for storage and handling of Polymer products at Daman or Silvassa or Vapi or . Last date for purchase and submission of tender is 30.11.2018 up to 11.00 Hrs and opening at 15:00 Hrs. Details can be obtained/downloaded from below office address/website.

National Small Industries Corporation Ltd., 202-203,
Samruddhi Building, Opposite Sakar-III, Income Tax
Circle, Ashram Road, Ahmedabad-380014

Web: <http://www.nsic.co.in>

Tender no: NSIC/POLYMER/GUJ/2018-19

Date: 19.11.2018



**TWO BID TENDER FOR
RSC AND WAREHOUSING SERVICES FOR STORAGE AND
HANDLING OF POLYMERS IN THE CITY OF DAMAN OR
SILVASSA OR VAPI**

**TENDER NO: NSIC/POLYMER/GUJ/2018-19
DUE ON 30/11/2018**

TENDER DOCUMENTS

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD
202-203, SAMRUDHDHI BUILDING, OPP. SAKAR-III, NEAR
INCOME TAX, ASHRAM ROAD, AHMEDABAD-380014

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Annexure-A**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD**

202-203, SAMRUDHDHI BUILDING, OPP. SAKAR-III, NEAR
INCOME TAX, ASHRAM ROAD, AHMEDABAD-380014

NOTICE INVITING TENDER

Sub- Two Bid Public E-Tender for RSC and Warehousing Services for Storage and Handling of Polymers in the city of Daman or Silvassa or Vapi.

Indian Oil Corporation Ltd., (IOCL) a Govt. Company, (herein referred to as Principal Company also) has floated tenders for RSC and Warehousing Services for Storage and Handling of Polymers in the city of Daman or Silvassa or Vapi, National Small Industries Corporation Ltd. (NSIC), A Govt. of India Enterprise having Head Office at NSIC Bhavan, Okhla Indl. Estate, New Delhi – 20 and a Branch and Zonal office at 202-203, SAMRUDHDHI BUILDING, OPP. SAKAR-III, NEAR INCOME TAX, ASHRAM ROAD, AHMEDABAD-380014, (Gujarat) intend to participate in the tender floated by IOCL, for which NSIC is desirous of appointing a Sub -Contractor for carrying out the said operations on its behalf at above said location. NSIC has initiated tendering for procurement of goods and services through its website <https://nsic.co.in> All interested bidders are requested download the tender for submission to NSIC on or before the due date. The Tender is 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 Period	Credential Bid opening date and time
Two Bid tender	180	19/11/18 1400 hrs to 30/11/18 1100 hrs	30/11/18: 1500 Hrs or later

➤ **Pre –qualifications:**

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 05 (five) 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 (RSC) for Polymers (the lease agreement with the owner for at least 05(Five) years should be submitted within 15 days of issue of LOI).

(Relevant documents to be attached).

- Note:**
- a. The Premises of the warehouse should not be located inside the Premises of any Polymer Processors.
 - b. The owner includes Lessee, Sub Lessee of the premises (Land and warehouse) having legal rights under the registered lease deed/ sub lease deed to lease/further sub-lease the premises for use of RSC operations for polymers. All such lease/sub-lease must be registered and hold right of tenancy during entire currency of the contract. Where bidder is Lessee or sub Lessee of the premises, the copies of the registered lease deed /sub lease deed as applicable to be submitted. NSIC reserves the right to verify said copies from the original deeds.

2. Regional Sales Centre (RSC) locations: The bidder(s) must have warehouse with sufficient space to facilitate unloading/loading and stacking inside the warehouse at destinations as below:

Sl No	State	City of RSC	Proposed Location of RSCs	Annual Quantity (MT)	Minimum covered carpet area (Sq ft)
1	Gujarat	Daman/ Silvassa/ Vapi	Daman/ Silvassa/ Vapi	48000	20000

Note: The warehouse must be located at in and around and within maximum 15 KM radius of the proposed locations as mentioned above (wherever mentioned). In case of S.N 2, entire Daman, Silvassa and Vapi area would be considered.

The offered RSCs warehouse by bidders should meet the following minimum requirements of Allied facilities in Warehouse

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. There has to be proper covered area for loading and unloading in front/rear of Warehouse. At no stage will trucks be taken inside Warehouse for doing the same.
6. The floor of the RSC should be made of RCC concrete structure and floor has to be properly levelled.
7. The warehouse should not have any loose electrical connections, hanging electrical wires and loose electrical fittings inside the warehouse. All electrical lighting are to be covered and not exposed.
8. The warehouse should have proper ventilation and lighting arrangement.
9. The warehouse should not have any window which poses any security threat. If there is any window, it should be with proper iron grills.
10. The warehouse should have sufficient no. of fire extinguisher in accordance with the size of the storage area. Advisable that one Fire Extinguisher for every 200 sq. Mt of the Warehouse area. However minimum four no. properly maintained fire extinguishers of sufficient capacity are required to be placed inside the easily approachable warehouse area.

11. The warehouse should have weighing and stitching machines in working condition.
12. The warehouse should be easily accessible for big trucks.
13. No hazardous product should be store in the warehouse or in the immediate vicinity of the Warehouse.
14. All material shall be stored by keeping polyethylene films (at bidder"s cost) on the floor and then placing the bags on the film. The grade wise stacking of the bags shall be done.
15. Small office space size of at least 10feet x 8feet 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 at no extra cost to NSIC. This office area will be outside the space offered for storage of Polymer in the Warehouse and will not be counted for minimum storage space requirement mentioned in the tender.
16. Adequate covered space for loading/unloading and open space for movement and parking of Trucks should be available

(Document: - Bidder to upload the undertaking in their letter head complying all above 16 points with signature and seal, along with full address of warehouse offered and carpet area of warehouse in sq ft).

3. **Work Experience:** Warehouse operations for handling, storage and dispatching of solid products for an amount as given below during any of the last five years ending on last day of the month immediately previous to the month in which last date of bid submission falls.

S.N	RSC city	Single WO value (Rs in Lakhs) for similar work	Two single WO value (Rs in Lakhs) each for similar work	Three single WO value (Rs in Lakhs) each for similar work
1	Daman/ Silvassa/ Vapi	74.28	59.43	44.57

(Note: Similar work means warehousing & allied operations related to warehousing operations for any solid products)

(Note: All the prospective bidders have to submit their experience on the letter head of their client for which warehousing work for solid products has been executed.)

4. **Annual Turnover:** Document proof for having minimum annual turnover RSC location wise as per below tabulated data in any one of the last three preceding financial years i.e. 2015-2016, 2016-2017 & 2017-2018 to be uploaded in the tender site.

S.N	RSC City	Minimum Annual Turnover (In Rs. Lakh)
1	Daman/ Silvassa/ Vapi	89.13

Note: - If any Bidder is applied for Two RSCs (say Coimbatore & Durgapur) then their individual value to be added as a part of work experience requirement as per above tabulated amount requirement and so on.

(Documents: Bidder's copy of audited balance sheet/P&L accounts for any one of the last three FY which shall substantiate the turnover criteria need to be Submitted).

5. Earnest Money Deposit (EMD):

The proposed EMD amount against RSC as tabulated below shall be furnished by the bidder along with Credential Bid through NEFT/RTGS or by way of Bank Guarantee (BG) as per the attached format. Original BG (submitted towards EMD) must be submitted in physical form to NSIC on or before closing date of tender. Non submission of EMD by BG in physical form or through online submission before due date of opening by the concerned bidder (s) shall lead to rejection of that bid.

S.N	RSC City	EMD Amount (In Rs. Lakh)
2	Daman/ Silvassa/ Vapi	1.5 Lacs

Note:-

NSIC shall reserve its right to inspect the facilities before accepting and suggest changes as per requirement and acceptance of the offered location shall be as decided by the nominated committee or by authorized official of NSIC after physical visit to the site.

6. Integrity Pact: All Bidders to sign and submit the integrity pact as per format attached in the tender documents. If any Bidder(s) fail to submit Integrity pact their bid shall be summarily rejected.

7. Relaxation for "Start-up company":-

- No turnover and prior experience criteria with respect to start up shall be considered subject to meeting the quality and technical specification of the tendered items. To establish the quality and technical specification of the tendered items Technical capability following criteria to be ensured
 - All start up companies participating in the tender is required to submit valid certificate of recognition issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry, Govt of India. (Upload valid certificate along with other documents)
 - Further bidder as a start-up company to meet the above criteria and at least one of the Promoters must have similar experience/capability in providing services for warehousing operations for which relevant self attested document duly notarized to be submitted.
 - Nature of Business mentioned in application made to get Start-up accreditation. Nature of the business should be related to warehousing & allied operations related to warehousing operations for any solid products. (Self Certificate along with copy of application may be enclosed)
 - A detailed Business plan covering complete implementation of work with following points needs to be submitted
 - Methodology to execute tendered work
 - Resource allocation & planning
 - CV/Qualification of key executives
 - Working capital & finance management
 - Safety, Security & statutory aspect

- Any other important points which would be helpful to prove quality & technical capability
 - Based upon above documents/ details, if NSIC is not convinced on meeting quality and technical capability of the bidder on the tendered items is able to execute the subject tender, the bid may be rejected without any further notice/ communication to the bidder.
 - Start-up MSE companies are exempted from EMD amount.
 - There shall not be any tax benefit for Start-up Companies.
 - Security deposit is also applicable for Start-up companies.
8. **MSEs Bidders:** EMD is exempted for Micro & Small Enterprises (MSEs) registered with agencies/bodies as per Public Procurement Policy for Micro & Small Enterprises (MSEs) order 2012, issued by Ministry of Micro, Small and Medium Enterprises, Govt. of India. The certificate issued by the said agencies/bodies shall be valid on the date of opening of tender. All MSEs bidders are required to upload the valid certificates.

MSE In tender, participating Micro and Small Enterprises (MSEs) quoting rate within price band of L-1 + 15% (final L1 rate with or without negotiation shall be considered for this purpose) for any individual RSC location on total minimum financial outgo for the corporation will be allowed to 100% job if they match the L-1 rate subjected to tender condition.

Instructions for MSEs Bidder: MSEs bidders are also allowed to participate in the tender provided they have valid Udyog Aadhar Memorandum (UAM) and their such UAM should be mandatorily registered in the Central public procurement Portal (CPPP) failing which they are not entitled to get benefits as per public procurement policy for MSEs order 2012. For this MSEs Bidders are required to upload UAM registration document proof in CPPP.

Format for Experience Certificate to be submitted in client's letter head of Respective Bidder

All the prospective bidders are expected to submit their experience in the following format:

"This is to certify that M/s. _____ have worked as our warehouse handling contractor for the work of handling of solid packaged products.

The details of materials handled by them during the previous _____ years

S. No.	Year	Work Description	Value of the work in Rs.	Place of work	Ref of relevant document- Work order, execution/completion certificate (To be uploaded in tender website)
1					
2					

Date:

Signature:
Name:
Designation of signing authority:
(Bidder's client with name and full address)

TERMS & CONDITIONS

- (a) All eligible and interested bidders are mandated to participate in the tender
- (b) The subject tender can be downloaded from NSIC website, <https://nsic.co.in> Tender Document will not be issued in person or sent by post. Mere obtaining tender document through NSIC website shall, however, not be construed that the bidder/agency is considered qualified.
 - i. Bidders are advised to read the instructions for participating in the tendering
 - ii. Bidder shall download the Bidding Document and submit the bid directly. The Bidding Document is non-transferable.
 - iii. Bidders/Agencies shall ensure submission of complete information/documentations in the first instance itself. NSIC 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.
 - iv. 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.
 - v. NSIC reserves the right to accept or reject any tender in part or full, without assigning any reason whatsoever.
 - vi. NSIC will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
 - vii. Any addendum/corrigendum/sale date extension in respect of above tender shall be issued on our website: <https://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.

SBM

Ahmedabad.

Annexure-B**Information to Bidders for participation in E-Tendering**

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

List of Documents		
S.N	Documents to be submitted as part of Credential bid	File Type
1	This complete Tender Document	.pdf
2	Copy of audited balance sheet with P&L accounts for any one of the last three FY, which shall substantiate the turn over criteria.	.pdf
3	Relevant Purchase Order/Work Order/Contract Agreement copy along with Execution Certificate/Payment Certificate/Bank Certificate indicating payment against said order	.pdf
4	Self-Certificate as per format, wherever required.	.pdf
5	Bid Form (F-1)	.pdf
6	Bidder's General Information (F-2)	.pdf
7	Letter of Authority/Board Resolution (F-3)	.pdf
8	Annual Turnover (F-4)	.pdf
9	Declaration of Blacklisting/Holiday Listing (F-5)	.pdf
10	Details of Relationship with Directors (F-6)	.pdf
11	Bank Account Details of Bidder (F-7)	.pdf
12	DD/BG for EMD drawn on a scheduled Bank, payable at Ahmedabad in favour of NSIC Limited (F-8)	.pdf
13	BG for Security Deposit(F-9)	.pdf
14	No Deviation Confirmation (F-10)	.pdf
15	Contract Agreement(Annexure-K)	.pdf
16	Memorandum of Association & Certificate of Incorporation of Company as applicable	.pdf
17	Partnership Deed of Partnership firm, if applicable	.pdf
18	Self Attested copy of PAN CARD and GSTIN	.pdf
19	Other Relevant documents, as required, if any	.pdf

Annexure-C

EMD PAYMENT DETAILS

EMD Payment:

EMD payment through Demand Draft (DD), Bankers Cheque (BC) shall be accepted. For payment of EMD, bidders shall follow the following process:

If bidder opts for payment of EMD/SD in the form of bank guarantee, in such case, bidder has to submit copy of SFMS (Structured Financial Messaging System) message which has been transmitted from BG issuing bank to beneficiaries bank . For this purpose, Beneficiary Bank Branch Name, Address and IFSC Code details are attached.

Earnest Money deposit shall be exempted in the following cases:

- (i) Micro and Small Scale Units having UAM Or registered with NSIC.

Tenders submitted without EMD shall be rejected summarily.

Annexure-D

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD

202-203, SAMRUDHDHI BUILDING, OPP. SAKAR-III, NEAR
INCOME TAX, ASHRAM ROAD, AHMEDABAD-380014

INVITATION TO BID

Sub: - Two Bid Tender for RSC and Warehousing Services for Storage and Handling of Polymers in the city of Daman or Silvassa or Vapi.

Ref: NSIC/POLYMER/GUJ/2018-19

Date:19.11.2018

1. RSC and Warehousing Services for Storage and Handling of Polymers in the city of Daman or Silvassa or Vapi, in complete accordance with our Tender Document and its attachments.
2. **Mobilization Period:** Warehouse offered by the bidder should be ready for RSC operation within 15 days of issuance of Letter of Intent (LOI) by NSIC.
3. **Period of Contract:** Unless otherwise specified by the Corporation, the contract shall be awarded for **03 (three)** years to be reckoned from the date of receipt of first supply at the warehouse or date of start of work as mentioned in work order. The contract shall have provision for extension of the contract for another term of **02 (two)** years at the sole discretion of NSIC on the same rates, terms and conditions.

The contractor shall abide by to continue the contract for 3 more months or till the award of the new contract, whichever is earlier, after expiry of the contract, at the same rates, terms and conditions of contract, if there is any delay in finalization of next contract and so intimated by NSIC.

The contract can be terminated by giving three (03) months notice if so required by the NSIC without assigning any reason.

4. **Submission of Bids:** Bidders are advised to download Notice Inviting Tender along with other tender documents and submit the declarations and tender 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. Original instrument BG or exemption certificate in case of Micro & Small Industries or exempted category has to be uploaded along with the tender in the appropriate link. The price bid (BoQ) must be submitted only in the prescribed format available as a part of the tender. 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.

5. **Filling of tender documents:** All interested bidders have to quote their rates in the format available in the tender to be submitted to NSIC. No other form of bid shall be accepted and the tender shall be summarily rejected.
- 5.1 **Part-I:** Credential Bid complete with all technical and relevant details other than price shall be submitted and this shall essentially contain the entire tender document.
- 5.2 **Part-II:** "Price bid".- The price bid (BoQ) must be submitted separately only in the prescribed format available as a part of the tender
6. Bidder is required to sign on all pages of the tender documents.
7. **TENDER OPENING: OPENING OF TECHNO-COMMERCIAL BID:**
- 7.1 The Techno-commercial part of the Bid shall be opened on the date & time mentioned in the NIT. Bidders shall be required to be present in NSIC office for Tender opening process.
- 7.2 The Price Bids of only those bidders shall be considered for opening and evaluation, whose bid is determined to be satisfying the prequalification criteria mentioned in NIT.
8. **SECURITY DEPOSIT (SD):** Security towards maximum stock to be stored in RSC will be as follows:
 - 8.1 Considering maximum stock in respective RSCs, the security deposit shall be calculated as elaborated below: -

(The highest price of Polymer grade (ZGTP at RSC Location) shall be considered as on the 1st day of the previous month of the opening of the technical bid).

 - (a) A bank guarantee/Demand draft amounting to 30% of the value of stock to be kept in RSC will be given by RSC operator. The bank Guarantee shall be valid for the entire tenure of the contract and the claim period shall be valid up to at least six months beyond the expiry of the Agreement. This will also cover the risks involved with regard to performance of RSC Operator.
 - (b) To calculate security amount:
 - a. Maximum stock to be kept in RSC will be taken as 1 MT of product per 10 square feet of carpet area.
 - b. The highest price of Polymers (ZGTP at RSC location) shall be considered as on the 1st day of the previous month of the last date of bid submission for the respective tender.
 - (c) SD amount shall be based on maximum stock to be stored at RSC. The price considered for SD shall be reviewed every six month for upward revision only.
 - (d) Security deposit shall be waived off in case of MSME having UAM or registered with NSIC.

- 8.2 Stock position at RSC shall be reviewed in every six month for any upward revision in Security Deposit. The contractor shall submit the addition amount of security deposit if there is any upward revision in the same and so intimated by NSIC.
- 8.3 Security of the total product at RSC is the responsibility of RSC operator.
- 8.4 BG issuing bank, in case of BG value equal to INR 2 Crore and above, must satisfy following criteria
- a. Any nationalized /PSU bank appearing in Schedule bank list except United Bank of India.
 - b. Other Private bank as approved by NSIC
- 8.5 In case of non-fulfilment of the contract, 10% of the contract value will be deducted from the Bank Guarantee submitted by the RSC operator for the purpose of 'Security of NSIC stock' as above.
- 8.6 No interest shall be payable on Security Deposit.
- 8.7 Any loss/damages arising out of the Contract would be adjustable first against the Security Deposit. Any damages in excess of the Security Deposit will be recovered from payments due to the Service Provider under the Contract or deposits/payments due to the Service Provider under any other contract. Any leftover amount in this respect shall be payable by the Service Provider to NSIC.
- 8.8 Adjustment of EMD towards Security Deposit can be made on requests of the bidder.
- 8.9 Security deposit shall be submitted by the bidder within 15 days of issuance of LOI.
- 8.10 Security Deposit would be refunded after 6 (six) months of the satisfactory completion of the Contract and on written request from the Service Provider.
9. **Validity of quoted rates:** Quoted rates shall be valid for 180 days from the date of closing of tender unless extended by mutual consent in writing.
10. Correspondence Address of Concerned Tendering Authority should be addressed as per details given below:

Sr. BRANCH MANAGER
THE NATIONAL SMALL INDUSTRIES CORPORATION LTD
202-203, SAMRUDHDHI BUILDING, OPP. SAKAR-III, NEAR
INCOME TAX, ASHRAM ROAD, AHMEDABAD-380014

Email Id: boamd@nsic.co.in

Thanking you,

For & on behalf of
NSIC Ltd
SBM

Annexure-E**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD**

202-203, SAMRUDHDHI BUILDING, OPP. SAKAR-III, NEAR
INCOME TAX, ASHRAM ROAD, AHMEDABAD-380014

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 should be submitted only in the prescribed form downloaded from the website namely www.nsic.co.in
- 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 180 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 workers 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.

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 GST 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 Evaluation shall be done without any GST implication on the quoted price and based on minimum financial outgo to the Corporation.

5.2 Bidders are allowed to quote in BoQ (Price Bid) part. The minimum financial outgo to the Corporation shall be considered while selecting the bidder(s).

5.3 Bidders 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.

5.4 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.

5.5 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 per last audited financial year i.e. 2017-2018 as submitted under tender's technical evaluation criteria shall be considered.

6.0 **MSEs Bidders**: In tender, participating Micro and Small Enterprises (MSEs) quoting rate within price band of L-1 + 15% on total minimum financial outgo for the corporation will be allowed to 100% job if they match the L-1 rate. In case of tie among MSEs bidders then same clause 5.4 & 5.5 as above would be applicable to arrive at L1 Bidder.

7.0 **No. of service provider**: Based on the minimum financial outgo to the Corporation, the contracts as above shall be awarded to only 01(one) service provider as the job for individual RSC is nonsplitable.

8.0 NEGOTIATION:

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

8.2 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.

8.3 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.

8.4 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.

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

9.1 The Corporation will notify the award by Letter of Intent (LOI) to the successful Bidder.

9.2 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.

9.3 The successful Bidder on receipt of "Letter of Intent " shall convey their acceptance by return email /letter and to be confirmed by letter within 5 days.

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

10.0 **AGREEMENT:**

10.1 Successful Bidder(s) would be required before undertaking the contract, to execute an agreement (draft given at attachment) within 5 days from the date of Letter of Intent, failing which EMD is liable to be forfeited and the offer shall be withdrawn. Failure to execute Agreement and/or furnish required security deposit 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.

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.

10.2 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.

11.0 **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.

12.0 **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. NSIC has right to increase the carpet area of RSCs as per market requirement during currency of contract for which NSIC will pay the rental to the finalized bidder at the same finalized rate, terms & conditions as mentioned in LOI/LOA (Letter of intent) for the additional space seeking for. Under such circumstances, finalized bidder to arrange the additional carpet area as and when required by NSIC within the same city

Annexure-F**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD**

202-203, SAMRUDHDHI BUILDING, OPP. SAKAR-III, NEAR
INCOME TAX, ASHRAM ROAD, AHMEDABAD-380014

GENERAL TERMS AND CONDITIONS**1.0 DEFINITIONS:**

- 1.1 "**CORPORATION**" shall mean National Small Industries Corporation Limited (shall also mean to include NSIC as referred to in various parts of the Tender Document).
- 1.2 "**SERVICE PROVIDER**" shall mean the person, firm or corporation with whom upon successful tendering process; the Corporation shall execute the Work order/Contract for providing warehousing, packaging and handling facility for Polymer.
- 1.3 **CONTRACT/WORK ORDER** shall mean the Order and all its attachments and exhibits along with the Tender Document and its Attachments and Annexure.
- 1.4 **ASSIGNMENT AND SUBLETTING:** Except with the prior written permission of the CORPORATION, the SERVICE PROVIDER shall not assign its rights and obligations under this CONTRACT/WORK ORDER either in full or in part thereof to any other person or entity.
- 1.5 **Tenderer/Bidder:** A person, society, firm or company willingly participating in tender in given terms and conditions, is tenderer/ bidder.
- 1.6 **Tender:** Tender means the tender document (both technical and commercial) submitted by the tenderer for consideration by NSIC.
- 1.7 **Name of Tender:** means the work i.e. RSC and Warehousing Service for storage and handling of Polymers at destinations in the cities as mentioned in NIT of this tender document.
- 1.8 **Pre-Qualification Bid:** means documents regarding eligibility conditions as stipulated in the tender document for qualifying the bidder for consideration of opening of the Financial Bid.
- 1.9 **Schedule of Rates:** means the rates quoted by the tenderer in the prescribed format for various activities to be performed by the Service Provider.
- 1.10 **Price Bid:** means the document containing the Schedule of Rates to be considered for the purpose of evaluation and award of contract.
- 1.11 **RSC:** Regional Sales Centre.
- 1.13 **Unsatisfactory Performance:** The unsatisfactory working will include the following:
- I. Repeated failure to adhere to the work schedule.
 - II. Repeated occurrences of go-slow/strike or acts of indiscipline on the part of manpower deployed by Service Provider.
 - III. Repeated instances of improper work.
 - IV. Repeated instances of failure to comply with instructions of NSIC.
 - V. Repeated instances of safety violations.
 - VI. Breach of terms of the contract.

2.0 SPECIAL CONDITIONS OF CONTRACT:

- 2.1 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.
- 2.2 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.
- 3.0 **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 equipments, 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.

4.0 RESOLUTION OF DISPUTES/ARBITRATION:

- 4.1 In case any dispute arises between the contractor and the owner and no settlement can be arrived at mutually, the contractor/owner may ask for the appointment of an arbitrator as per terms of agreement. Following points shall be kept in view in such cases: It should be ensured that the appointment of arbitrator is made within the period stipulated under the provisions of the Arbitration / Conciliation Act.
- 4.2 Venue of the arbitration shall be Ahmedabad, provided that the Arbitrators, with the consent of the owner and contractor, agree upon any other venue. The parties hereby agree that the court in State of Ahmedabad alone shall have jurisdiction to entertain any application or any award/s made by the Sole Arbitrator or other proceedings in respect of anything arising under this Agreement. 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.
- 4.3 The parties hereby agree that the court in city of Ahmedabad alone shall have jurisdiction to entertain any application or any award/s made by the Sole Arbitrator or other proceedings in respect of anything arising under this Agreement.
- 4.4 This Agreement covers entire understanding between the parties including the terms and conditions detailed in tender document/LOI/Work Order. No alteration / variation of any of the terms of this Agreement shall be valid unless made with the consent of both the parties and evidenced in writing duly signed by authorized representatives of both the parties.
- 4.5 The performance of all the obligations under the Contract shall not stop for any reason whatsoever during the said dispute/proceeding, unless the Vendor is specifically directed by Corporation to desist from working in this behalf.

- 4.6 The venue of arbitration shall be Ahmedabad and the language of proceedings shall be English.
- 5.0 **GOVERNING LAW AND JURISDICTION**: The Parties agree that the contract would be deemed to have been entered into at Ahmedabad and would, therefore, shall be under the exclusive jurisdiction of Ahmedabad 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 Ahmedabad.
- 6.0 **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.
- 7.0 **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.
- 7.1 In the event of such termination of the contract, NSIC shall be entitled to:
- (i) Forfeit the security deposit as it may consider fit;
 - (ii) Get the balance/remaining work done by making alternative arrangements as deemed necessary and until such time NSICs 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.
- 7.2 If the extra expenditure incurred by NSIC on account of unsatisfactory performance of the Service Provider as mentioned in paragraphs above is more than the Security Deposit proposed to be forfeited, the expenditure over and in excess of the Security Deposit 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 whatsoever against NSIC, in consequence on such recoveries or termination of the contract, as stated above.
- 7.3 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.
- 7.4 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.

8.0 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.

9.0 SERVICE PROVIDER'S RESPONSIBILITIES & DUTIES:

- 9.1 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.
- 9.2 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.
 - (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
 - (IX) The Bonus Act
- 9.3 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.
- 9.4 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.

- 9.5 It shall be the responsibility of the Service Provider to get all employees/workmen deployed at 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.
- 9.6 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.
- 9.7 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.
- 9.8 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.
- 9.9 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.
- 9.10 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 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 Security Deposit and / or by invocation of bank guarantee 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.
- 9.11 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

10 EMPLOYEES PROVIDENT FUND & ESI

- 10.1 The onus of deposit of PF/ESI dues for their employees shall be on the Service Provider. Payment against Service Provider's bills will be released only when copies of relevant challans, PF Registration / Code Number along with photocopies of attendance and payment registers are to be provided for the previous month (i.e. one month prior to the period for which the bill pertains).
- 10.2 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).

11.0 LICENCE/PERMISSION/REGISTRATION

- 11.1 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.

12.0 INSURANCE:

- 12.1 It is advisable for Service Provider to take a suitable insurance policy to cover himself from risks involved in Handling and Warehousing of Polymers. 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 loss or damage to product 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.

13.0 SAFETY

- 13.1 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's and or IOCL laid down guidelines on safety are fully complied, any mishap that occurs due to non compliance 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. It will be responsibility of service provider to impart necessary safety training to all personnel working at RSC.

- 13.3 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 30 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 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 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 against the same at all times.
- 15.1 Items of work not covered in this tender will be mutually discussed. The decision of NSIC 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 before performing such jobs and decision of NSIC is final and binding on the Service Provider.
- 16.0 **CONFIDENTIALITY:**
- 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 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 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 should reasonably have assumed to be confidential or that the Service Provider has generated/developed using NSIC 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 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's prior written consent and upon such terms and conditions as NSIC, 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 and would entitle NSIC, 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, 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.

17.0 **Reverse Auction (RA):**

- 17.1 "Bidders are informed that Reverse Auction will be conducted for finalizing this Tender. Please note that the highest bid received in Price Bid (BoQ) against this Tender shall not be eligible to participate in the Reverse Auction process and his bid will be rejected by the system. (In case of multi-lot Auction, Item wise H1 bidder will be disqualified for respective line item). Intimation by mail/SMS shall be provided to the eligible bidders for Reverse Auction along with its scheduled start time and other details.
- 17.2 The lowest price shall be available on the Reverse Auction screen at any point of time during the Auction process. This displayed price is the evaluated price based on which the lowest bid is determined as per evaluation criteria / Tender Terms & conditions. Accordingly the bidder will put his quote in the Auction window if he wants to offer the reduced price considering the evaluation criteria as per Price Bid (BoQ) / Tender Terms & Conditions.
- 17.3 Wherever required, the Evaluation factor/criteria shall be informed to the bidders before start of RA. In other cases the bidder shall calculate his final evaluated price as per BoQ or evaluation criteria mentioned in the tender document and quote accordingly.

- 17.4 The lowest quote after end of Reverse Auction shall be considered for further processing.
- 17.5 RA shall be done on total cost for individual RSC. Bidder has to submit his item wise work rates of final quoted amount. NSIC reserves the right to accept work item wise rates break up of final quoted amount or to apply percentage reduction in original work item wise rates based on final quoted amount in RA.
- 17.6 For the purpose of extending MSE or any other preference /benefit as per guidelines, the latest quote of respective MSE bidder(s) during the tender-cum-auction process shall be considered.
- 17.7 NSIC reserves the right to conduct price negotiation with overall L1 bidder based on price quoted in BoQ and RA.

Annexure-G**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD**

202-203, SAMRUDHDHI BUILDING, OPP. SAKAR-III, NEAR
INCOME TAX, ASHRAM ROAD, AHMEDABAD-380014

SPECIAL TERMS AND CONDITIONS

1. 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. **LOCATION:**

RSC locations: Warehousing and RSC operations under this contract shall be at Daman or Silvassa or Vapi.

 - 2.1. The warehouse must be located as per proposed locations within city as mentioned in NIT.
3. **LOSS/DAMAGE:**
 - 3.1. The Service Provider shall be fully and exclusively responsible for the safety of the Product during receipt, storage and handling. SERVICE PROVIDER acknowledges that it shall be liable for all loss and damage arising out of or attributable to the following:
 - (i) Loss/down gradation of Product,
 - (ii) Tampered product packaging,
 - (iii) Bags getting wet in storage.
 - 3.2. 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.
 - 3.3. Any customer complaint from customer relating to a non-manufacturing issue will be the responsibility of the Service Provider and loss if any will be borne by the same.
- 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 agrees to pay charges only as per the quoted/finalized rates for each item given in "SOR" for RSC operations Warehouse operations 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 ad WO.
 - 4.3 NSIC shall pay to the service Provider all amounts related to RSC operations within 15 (fifteen) Working Days of receipt of duly submitted bills against respective RSCs.
 - 4.4 GST will be charged extra at actual, as applicable form 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 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 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 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 Ahmedabad) 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.

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.

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:

The CONTRACT shall be governed by and constructed according to the laws in force in INDIA. The jurisdiction of the Courts shall be Ahmedabad for the purpose of disputes, actions and proceedings arising out of the CONTRACT.

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.

15.0 LABOURERS/OPERATORS/SUPERVISORS

- 15.1** It will be the responsibility of the Service Provider to ensure that their employees viz. skilled/unskilled/semi-skilled labours also are to be trained on safe operating practices and procedures at the cost of the Service Provider and to the satisfaction of NSIC.
- 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 for what so ever purposes.
- 15.3** The Service Provider to nominate qualified & trained persons along with Site in charge, for supervision, data entry, store keeping, co-ordination and, liaison for the implementation of the safety plan.
- 15.4** Service provider shall file GST returns and comply all statutory requirement related to polymer business in warehousing.
- 15.5** SERVICE PROVIDER to comply with all the security arrangements of NSIC.

16 OTHER ISSUES

- 16.1 LIABILITY OF CLAIMS:** NSIC 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 and any accident/untoward happening involving employees of the 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 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, 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 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 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 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 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, 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 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 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 before performing such jobs and rates will be finalised after mutual discussion.

17 CONFIDENTIALITY:

- 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, Panipat & Paradip 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, Panipat & Paradip, 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, Panipat & Paradip should reasonably have assumed to be confidential or that The Service Provider has generated/developed using NSIC 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 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's prior written consent and upon such terms and conditions as NSIC, 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 and would entitle NSIC, 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, 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.
- 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 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 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 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, 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's employees or other Service Providers etc., or NSIC's property, if caused due to the negligence of The Service Provider's employees. NSIC 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 under this contract is on non-exclusive basis. Accordingly, The Service Provider acknowledges that NSIC 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 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.

19 Insurance:

- 19.1 The Service Provider shall at all times maintain valid insurance for all personnel, buildings, equipments and other structures at the RSC during the term of the Agreement with respect to RSC premises and third party liability.
- 19.2 NSIC shall at all times maintain valid insurance policy for all risks insurance cover with respect to the Product (Polymer granules) only.
- 20 **GST Compliance:** As per the current provisions, GST as applicable shall be paid by NSIC as per the regulation in force. Hence, rate quoted by the Bidder should not include the GST. Bidder to provide the GSTIN number to NSIC and all the bills raised by vendor should be GST compliant so as NSIC may avail input tax credit (ITC), if any. In case vendor fails to submit GST compliant invoice then the loss/liability of NSIC due to above ITC claim shall be recovered from the vendor's bill.

21 Vendor Performance Rating:

Vendor performance rating for this contract may be used as one of the parameters for technical evaluation of internal bidders in future tender/s for same/similar work/supply to be floated by NSIC.

Indicative performance parameters for vendor performance are as below:

S. No.	Parameters	Weightage (W) %	Maximum marks (Max)	Weighted Marks
1	Adequate and Trained Manpower	25	100	25
2	Stock Accuracy (Physical Vs. Book)	10	100	10
3	Truck Turn Around Time (TTAT)	15	100	15
4	Bin Management	15	100	15
5	Documentation and Record Keeping	10	100	10
6	Compliance to all statutory obligations- timely payment of minimum wage, ESI, PF, Bonus etc.	15	100	15
7	HSE compliance	10	100	10
Total marks				100

Methodology for rating the performance on each of the above mentioned parameters are detailed below.

1) Adequate Trained Manpower index:

Adequacy of trained manpower to execute the work	Marks out of 100
100%	100
95-99%	80
90-94%	50
<90%	0

2) Stock Accuracy Index:

Accuracy	Marks out of 100
100%	100
99.74-99.99%	50
<99.74%	0

3) TTAT Index:

TTAT (Hrs)	Marks out of 100
0-2	100
2-3	50
3-4	25
>4	0

4) Bin Management Index:

Bin in order (%)	Marks out of 100
100	100
99-95	80
94-90	50
<90	0

5) Documentation and Record Keeping :

Quality	Marks out of 100
Excellent	100
Very Good	80
Good	50
Poor	0

6) Compliance to all statutory obligations:

Compliance to all statutory obligations	Marks Obtained Out of
100 %	100
Any deviation	0

7) Safety Compliance Index:

Instances of safety violation in a month	Marks Obtained Out of
Nil instance	100
Any safety violation	0

Annexure-H**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD**

202-203, SAMRUDHDHI BUILDING, OPP. SAKAR-III, NEAR
INCOME TAX, ASHRAM ROAD, AHMEDABAD-380014

DETAIL SCOPE OF WORK

- 1.1 NSIC intends to operate proposed warehouse at the RSC location as mentioned in NIT.
 - 1.2 The quantities as mentioned in NIT are indicative only. The actual quantity would fluctuate as per Market dynamics and demand for which bidder shall not have any right to claim compensation.
 - 1.3 **The RSC 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 RSC operators so as necessary work order shall be issued before commencement of work. Warehouse offered by bidder should be ready in all aspect for RSC operation within 15 days of issuance of LOI.
 - 1.5 Based on the minimum financial outgo to the Corporation, the contracts as above shall be awarded to one service provider for each RSC or the entire job for all the RSCs to only one service provider.
- 2.0 Job responsibility:**
- 2.1 **Job responsibility of RSC operator:** The RSC operator shall be responsible for the following:
 - 2.1.1 **RSC and warehousing services for polymers** at proposed cities in the tender document. The RSC operator shall provide warehousing facilities for storage and handling of PP & PE Bags at proposed cities as per NIT of this tender document and allied loading operations in the trucks placed by NSIC customer or by NSIC for dispatch to various destinations across the country, as may be specified in the Indent and placed by NSIC's customer. The RSC operator's Scope of Work shall include the following:
 - Ensure the no. of bags received is the same as the number mentioned in the invoice.
 - Shortage/loss/damage during warehousing operations at the RSC shall be the responsibility of the RSC operator.
 - Unloading of cargo will be in the scope of transporter for road movement from NSIC supply point. In case rail movement from NSIC supply point, then unloading will be in the scope of RSC operator. Transporter will unload the material till the loading bays only and further shifting of cargo from loading bays of warehouse to inside warehouse for stacking will be in the scope of RSC operator. At present NSIC plan to send the consignment by road dispatch from its supply point. But in future for dispatch by rail mode will not be ruled out.
 - Unloading of bags from containers (received via rail) and stacking up to designated height inside the warehouse.

- Stacking inside warehouse minimum of 20 bags (high) with adequate facility. Ensure tarpaulin or plastic sheet coverage on the floor before stacking of bags.
- Re bagging/stitching of damaged bags.
- Loading of cargo into customers" trucks for delivery to customers.
- Order processing, documentation, invoicing, MIS etc.,
- Security & Safety of product.
- Proper housekeeping.
- Ensuring quality & quantity of product in custody.
- Co-ordination with customers for trucks placement for transportation from RSC to customer point. Release of truck only after authorised by NSIC
- Providing adequate manpower.
- Monthly Inventory to be done on 1st day of every month and signed by both vendor and NSIC representative.
- Ensure availability of empty bags/thread etc required for re bagging (to be supplied by NSIC).
- Portable stitching machine to be provided by Vendor
- Provide all warehousing facilities at the RSC. This includes having proper amenities in and around the Warehouse. Drinking water and washroom facility to be there.
- 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.
- Filing of GST returns without any extra cost to NSIC.
- Warehouse to have adequate fire fighting equipments to tackle any emergency as per the safety norms of any warehouse.

2.1.2 **Receiving Container/Trucks:** The RSC operator shall, based on Intimation and advise, provide „warehousing services“, in compliance with all Requirements/ guidelines and manuals provided by NSIC, including but not limited to:

- (A) Services upon arrival of Container/Truck-Inbound (Ex panipat & paradip on stock transfer basis):
- The RSC 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.
 - The RSC 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.
 - The RSC operator/representative shall arrange weighment of at least fifteen (15) bags from each Truck (on random basis) and in case the weight varies beyond permissible limits (as advised by NSIC), then all bags in such Truck are required to be checked for weight and recorded. Instances to be logged on variation observed.
 - The quality and quantity particulars recorded pursuant to above, shall be specified by the RSC 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 RSC 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).
 - The RSC 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 so as penalty can be booked into transporter's account for the losses observed during transit.

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

2.1.3 Storage inside warehouse: The RSC operator/representative shall ensure that the bags containing the Product are stored and stacked in the RSC in such a manner so as to ensure that the bags are fit for use by NSIC customer. For such purpose the RSC 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.
- (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 RSC 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 at later stage at agreed tariff within the RSC But excluding the storage area demarcated for storing polymer bags to be exclusively used for the purposes of this Agreement. The RSC operator/representative shall maintain within the RSC, exclusive office facilities for NSIC (area of which will not be included/considered in carpet area for product storage/ warehouse) which shall include;

- (i) A proper office room with furniture/ fixtures and telephone facility,
- (ii) Minimum of 2 (two) computers, printers (dot matrix and coloured Laser jet printers having printing speed up to 28 PPM and Network connectivity in the same for printing of A4) and scanner of capacity and specification as advised by NSIC with required computer operator(s) for undertaking documentation as per requirements of NSIC,
- (iii) Proper internet connection at all times and connectivity between the RSC and NSIC's ERP system,
- (iv) The RSC operator/representative shall deploy adequate manpower for handling the Product and the warehouse in charge shall be the person responsible for co-ordination and communication with NSIC as per the terms in this Agreement.
- (v) The RSC operator/representative shall also ensure that a check scale is available for use at all the time.
- (vi) NSIC will provide software as well as training to computer operator. For connectivity between the RSC and NSIC's ERP system, SERVICE PROVIDER shall facilitate the same.

- (vii) **Working Hours:** The RSC operator/representative shall ensure that operations at the RSC are conducted **between 1000 am to 0600 pm** (indicative only for reference) 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. For operating on holidays, advanced intimation of 24 hours will be provided to the Operator for making the RSC operational as per NSIC requirement.

2.1.5 **Despatch from RSC:** Based on Advise issued by NSIC Representative from time to time, the RSC operator/representative shall ensure that the Product is loaded on Truck (Outbound) in a safe and sound manner. For such purpose the RSC 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), such bag is not to be despatched and shall be segregated and stored in a separate place identified for the same within the RSC 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 RSC operator/representative shall obtain due acknowledgment for Product received in good condition from transporters after loading the trucks (outbound).
- (vi) The RSC operator/representative shall complete all documentation in connection with despatch of Products by the Trucks (Outbound), including billing in the name of NSIC in case of sale of Product in the format and rates specified by NSIC from time to time.
- (vii) NSIC shall make available to The RSC operator/representative necessary printed stationery required by The RSC operator/representative to comply with obligations specified in this clause.
- (viii) The RSC 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 RSC shall be handled as below:

- (i) C&T(Cut and Torn) Bags generated to be re bagged under strict supervision by the RSC 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 RSC Locations
- (iv) Booking of loss and shortage would be done by PPMC after monthly verified report from NSIC Officer I/C of RSC's.
- (v) Any damaged bag through road to be booked to transporters and cost recovered accordingly, RSC will not accept any unacceptable bags.
- (vi) The RSC operator/representative to ensure supervision of only okay bags are loaded at loading point to ensure that okay bags are only received at RSCs.
- (vii) 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.

- (viii) All Sweeps generated on account of handling at RSC's are to be booked on the RSC operator/representative and NSIC 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 RSC operator/representative for the cost differential as per Market price.
- (ix) Sale of sweep can be done by the RSC operator/representative on their own or by NSIC and reimburse the amount to the RSC operator/representative, as the case may be.

2.1.7 **Maintenance of warehouse:** The RSC operator/representative shall ensure that the RSC, especially the portion demarcated for NSIC 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.

2.1.8 The RSC 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 RSC so as to enable loading and off-loading of the Product onto/from Trucks.

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

2.1.10 **RSC Expenses:** The RSC operator shall be responsible for all costs and expenses at the RSC 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 RSC operator/representative shall be responsible for all security arrangements, whether during Working Days or holidays, as may be required or deemed fit by The RSC 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 2**, so as to assist the CTO/RSC operator/representative in taking special handling and storage care that is required in relation to the Product. Without prejudice to the aforesaid, the RSC operator/representative shall take particular care in ensuring that the RSC remains free and safe from moisture and pests.

2.1.13 **Reports:** The service provider shall have to submit daily/monthly reports in the formats as advised by NSIC.

2.1.14 **Stock Reconciliation:** The reconciliation of RSC stock shall be carried out on 1st day every month and records maintained.

2.1.15 **Escalation:** On completion of initial 3 years of the contract, if the contract is extended by NSIC for another term of 2 years in line with period of contract mentioned in the tender, Escalation of 3% on each line item of finalised Schedule of Rates (SOR) shall be applied for extended period of another two years.

2.1.16 Penalty against unsatisfactory services: Compensation against loss would arise out of delay/unsatisfactory services in warehousing are as elaborated below:-

The conditions which shall attract penalty against loss during the execution of the contract are listed below:

- Penalty against wrong loading: Rs. 25000/- per instance.
- Penalty against complain of dirty bags from customer: Rs 1000/- per instance.
- Interruption/stoppage/strike: Rs. 25000/- per instance of >30 minutes continuously plus the amount attributed to consequential damage for the corporation, if any, arises.

Annexure-I**Price Bid**

Sub: Two Bid Public E-Tender for RSC and Warehousing Services for Storage and Handling of Polymers in the city of Daman or Silvassa or Vapi.

BOQ2: For RSC & warehousing services at **Vapi/Daman/Silvassa**

Sl No.	ITEM	Unit	Quantity (Monthly)	Quoted Rate (Rs./Unit)	Total amount per month
1	Rent for warehouse space	sq ft	20000		
2	WH service Charges-including infrastructure (PC, Printer, consumables, furniture, manpower for invoicing, housekeeping, supervising, security, filing GST etc. all complete).	LS	1		
3	Cargo Handling Charges: (Stacking from loading bays to warehouse Bins, de stacking, Loading, quality control, safety, provision of ancillary facilities/services and documentation as per NSIC norms, invoicing etc all complete). Unloading of cargo by Road dispatch ex-NSIC supply point is within transporters scope till loading bays point of warehouse only.	MT	4000		
4	Unloading charges for Rail containers if received by Rail mode from NSIC supply point to RSC. Unloading of such cargo is within RSC operator scope.	MT	4000		

Note:

- 1 Please do not quote your rates in the tender document. Rates are to be quoted in enclosed BoQ only at NSIC tender portal.
- 2 Bidders to quote one or more than one RSC locations. But Bidders to quote all line items mandatorily against each BoQ, in case any bidder quoted partial line item rate or not quoted all the line items against any particular BoQ, their price bid would be summarily rejected.
- 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.
- 5 Any cutting / alterations are to be properly authenticated by authorised signatory of the Service Provider at all places.
- 6 GST as applicable would be paid extra.

Annexure-J

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 –RELATIONSHIP WITH NSIC DIRECTORS

F-7-BANK DETAILS OF BIDDERS

F-8 – BG IN LIEU OF EARNEST MONEY DEPOSIT

F-9- BANK GUARANTEE FOR SECURITY DEPOSIT

F-10- NO DEVIATION CONFIRMATION

F-1

BID FORM

To,

Sr. BRANCH MANAGER
THE NATIONAL SMALL INDUSTRIES CORPORATION LTD
202-203, SAMRUDHDHI BUILDING, OPP. SAKAR-III, NEAR
INCOME TAX, ASHRAM ROAD, AHMEDABAD-380014

Dear Sir,

Subject: Two Bid Public E-Tender for RSC and Warehousing Services for Storage and Handling of Polymers in the city of Daman or Silvassa or Vapi.

TENDER NO. NSIC/POLYMER/GUJ/2018-19

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 180 days** 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. If our bid is accepted, we will provide the security deposit as mentioned in the tender clause within 15 days of issuance of Letter of Intent (LOI) by NSIC.

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 fulfillment 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.

E-2**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.

F-3

LETTER OF AUTHORITY

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

Ref. No.

Date:

To,

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD
202-203, SAMRUDHDHI BUILDING, OPP. SAKAR-III, NEAR
INCOME TAX, ASHRAM ROAD, AHMEDABAD-380014

Dear Sir,

We _____ hereby authorize following representative(s) to attend un-priced 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.

F-4**Annual Turn Over****Each Bidder must fill in this form**

Annual Turnover data for the last three (3) years

Year	Year – year	Amount (INR)
Year 1	2017-2018	
Year 2	2016-2017	
Year 3	2015-2016	

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.

Bidder Tax Information:

S. No.	Description	Input
i	GSTIN of bidder	
ii	Whether the bidder is exempted/ taxable/ SEZ/ non-taxable person under GST.	
iii	Whether the bidder is registered as regular taxpayer or under composition scheme under GST.	
iv	PAN	
v	HSN Code of Material	
vi	Whether the bidder shall be making intra-state supplies or inter-state supplies to the recipient location	

F-5

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 Ltd. 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 Ltd. 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 Ltd. 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 Ltd. 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.

F-6
DETAILS OF RELATIONSHIP WITH DIRECTORS

Bidders should furnish following details in the appropriate part based on their organization structure.

Organizational structure	Part of the form applicable.
Proprietary Firm	PART – A
Partnership Firm	PART – B
Company (Private / Public) / Co- operative Society	PART – C

PART – A

(Applicable where Firm is Proprietary)

1. Name of the Proprietor:
2. Address:
3. State whether bidder is related to any of the Director(s) of the Corporation: YES / NO
4. If „ YES „ to 3, State the name(s) of the Director(s) and Bidder"s relationship with him / her.

Strike off whichever is not applicable.

Date:

Signature _____
Name of Person signing the tender _____
Bidder's Name and address with seal _____

PART – B

(Applicable where the Tender is from a partnership firm)

1. Name of the partnership firm responding to the tender:
2. Address:
3. Names of partners:
4. State whether any of the partner of the bidder is a Director of NSIC: Yes/No
5. If „Yes" to (4) state the name(s) of the Director(s).
6. State whether any of the partner of the bidder is related to any of the Director(s) of NSIC: Yes/No
7. If „Yes" to (6) state the name(s) of the Director(s) & the bidder partner's relationship with him/ her.

Strike off whichever is not applicable.

Date:

Signature _____
Name of Person signing the tender _____
Bidder's Name and address with seal _____

PART – C
(Applicable where the Firm is a Public / Pvt. Ltd. Company/ Co-op. Society)

1. Name of the Company/ Co-operative Society responding the tender:
2. Address of: (a) Registered Office:
(b) Principal Office:
3. State whether the Company is a Pvt. Ltd. Co. or Public Co. or Co-operative Society:
4. Names of Directors of the Company/ Co-operative Society:
5. State whether any of the Director Of the Bidder/ Company is a Director of NSIC: Yes/No
6. If „Yes“ to (5) state the name(s) of the Director(s):
7. State whether any of the Director of the Bidder Company is related to any of the Director(s) of NSIC: Yes/No
8. If „Yes“ to (7) state the name(s) of the Director(s) & the Concerned Director"s (of the bidder Co.) relationship with him /her.
Strike out whichever is not applicable.

Date: _____ Signature _____
Name of Person signing the tender _____
Bidder's Name and address with seal _____

DECLARATION „I“

We declare that we have complied with and have not violated any clause of the standard Agreement.

Date: _____ Signature _____
Name of Person signing the tender _____
Bidder's Name and address with seal _____

DECLARATION „II“

We declare that we do not have any employee who is related to any officer of the Corporation/ Central/ State Government.

OR

We have the following employees working with us who are relatives of the officers of the Corporation/ Central /State Government.

Name of the Employee Of the Service Provider	Name and Designation of the Officer of the Corporation / Central / State Government and relationship.
1. _____	_____
2. _____	_____

Strike off whichever is not applicable.

Date: _____ Signature _____
Name of Person signing the tender _____
Bidder's Name and address with seal _____

DECLARATION „III'

The Bidder is required to state whether he/ she is a relative of any Director of the Corporation or the bidder is a firm in which Director of Corporation or his relative is a partner or is any other partner of such a firm or alternatively the Bidder is a private company in which Director of Corporation is member or Director, (the list of relative(s) for this purpose is given below)

N.B: Strike off whichever is not applicable. If the bidder employs any person subsequent to signing the above declaration and the employee so appointed happens to be relative of the Officer of the Corporation/ Central/ State Government, the bidder should submit another declaration furnishing the names of such employees who is/are related to the Officer/s of the Corporation/ Central/ State Government.

LIST OF RELATIVES

A person shall be deemed to be a relative of another, if any and only if,

- i) He / She / They are members of Hindu Undivided family or
- ii) He / She / They are Husband & Wife or
- iii) The one is related to the other in the manner indicated below.
 1. Father
 2. Mother (including Step Mother)
 3. Son (including Step Son)
 4. Son's Wife
 5. Daughter (including Step Daughter)
 6. Father's Father
 7. Father's Mother
 8. Mother's Mother
 9. Mother's Father
 10. Son's Son
 11. Son's Son's Wife
 12. Son's Daughter
 13. Son's Daughter's Husband
 14. Daughter's Husband
 15. Daughter's Son
 16. Daughter's Son's Wife
 17. Daughter's Daughter
 18. Daughter's Daughter's Husband
 19. Brother (including Step Brother)
 20. Brother's Wife
 21. Sister (including Step Sister)
 22. Sister's Husband

E-7
BANK ACCOUNT DETAILS OF THE BIDDER

Dated:

To,

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD
 202-203, SAMRUDHDHI BUILDING, OPP. SAKAR-III, NEAR
 INCOME TAX, ASHRAM ROAD, AHMEDABAD-380014

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.	Vendor Code allotted by NSIC in SAP	
2.	Name of Beneficiary (i.e NSIC Vendor)	
3.	Name of the Beneficiary's Bank	
4.	Address of the Beneficiary's Bank Branch	
5.	Contact details of Branch with STD Code	
6.	Beneficiary's Bank Account No. (as per cheque copy)	
7.	Beneficiary's Account Type (SB/CC/CA)	
8.	Beneficiary's Bank IFSC Code (11 Digit)	
9.	Mobile No of Beneficiary (One Number only)	
10.	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 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 vendor) is maintained at our bank branch.

(Name of Bank & Branch)
 Authorized Signatory

F-8**FORM OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT**

(On non-judicial stamp paper of appropriate value)
 (Validity of Bank Guarantee shall be at least for six months)

BG NO: _____
 DATED: _____
 VALID UPTO: _____

To,
THE NATIONAL SMALL INDUSTRIES CORPORATION LTD
 202-203, SAMRUDHDHI BUILDING, OPP. SAKAR-III,
 NEAR INCOME TAX, ASHRAM ROAD, AHMEDABAD-380014

Ref: Tender No : NSIC/POLYMER/GUJ/2018-19

Sub: Two Bid Public E-Tender for RSC and Warehousing Services for Storage and Handling of Polymers in the city of Daman or Silvassa or Vapi,

Dear Sirs,

1. In consideration of the National Small Industries Corporation Ltd. (hereinafter called the "Corporation") having agreed to accept from _____(Name of the bidder) _____(hereinafter referred to as the "Bidder"). Earnest Money in the form of Bank Guarantee, under the terms and conditions of tender no. _____dated _____in connection with Two Bid Tender For RSC And Warehousing Services For Storage And Handling Of Polymers At Daman or Silvassa or Vapi Across The Country" (hereinafter called "the said tender"), for the due observance by the said bidder of the stipulation to keep the offer open for acceptance for a period of _____days from the date of the opening of the tender and other stipulations of the tender . We, _____(indicate the name of the bank) hereinafter referred to as "the Bank" at the request of _____(mention the name of the bidder)do hereby undertake to pay on demand to the National Small Industries Corporation Limited an amount not exceeding Rs.____in the event of the said tendered having incurred forfeiture of earnest money as aforesaid or for the breach of any of the terms or conditions or the stipulations of the said tender and/or the contract if awarded including but not limited to non performance of the contract caused due to revision in price/pricing basis after close of the pricing part of the tender under an order of the National small Industries Corporation Limited.
2. We _____(indicate the name of Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the National small Industries Corporation Limited stating that the amount claimed is due by way of forfeiture of earnest money or any loss or damage caused to or suffered or would be caused to or suffered by the National small Industries Corporation Limited by reason of breach by the said tendered any of the terms or conditions or stipulations contained in the said tender or by reasons of the bidder"s failure to perform the stipulations of the said tender. Any said such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs._.

3. We____ (indicate the name of the bank) undertake to pay to the National small Industries Corporation Limited any money so demanded notwithstanding any dispute or disputes raised by the tendered in any suit or proceeding pending before any court or Tribunal or arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by the bank under this bond shall be a valid discharge of our liability for payment there under and the bidder shall have no claim against us for making such payment.
4. We _____(Name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the terms, conditions or stipulations of the said tender and that it shall continue to be enforceable till all the dues of the National small Industries Corporation Limited under or by virtue of the said tender/ contract have been fully paid and its claims satisfied or discharged or till National small Industries Corporation Limited certifies that the terms and conditions of the said tender and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before we shall be discharged from all liability under this guarantee thereafter.
5. We _____(name of the bank) further agree with the National small Industries Corporation Limited that the National small Industries Corporation Limited shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender or to extend time of performance by the said bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the National small Industries Corporation Limited against the said bidder and to forbear or enforce any of the terms or conditions relating to the said tender and shall not be relieved from our liability by reason of any such variation, or extension being granted to the said bidder or for any forbearance, act or omission on the part of National small Industries Corporation Limited or any indulgence by the National small Industries Corporation Limited to the said bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the bank or the bidder.
7. We, _____(name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the National small Industries Corporation Limited in writing.

Dated the ___ day of _____ 201 ___

For _____

Place :

Date:

(indicate the name of the bank)

F-9
BANK GUARANTEE-SECURITY DEPOSIT
(ON NON-JUDICIAL STAMP PAPER OF THE REQUIRED VALUE)

BG No.:

Date:

Amount:

Validity:

To,
 National small Industries Corporation Limited
 202-203, SAMRUDHDHI BUILDING, OPP. SAKAR-III,
 NEAR INCOME TAX, ASHRAM ROAD, AHMEDABAD-380014

Ref: Tender No : NSIC/POLYMER/GUJ/2018-19

Sub: Two Bid Public E-Tender for RSC and Warehousing Services for Storage and Handling of Polymers in the city of Daman or Silvassa or Vapi

Dear Sir,

- A. In consideration of M/s National small Industries Corporation Limited having its registered office at NSIC BHAWAN, Okhla Industrial Estate, New Delhi-110020 and one of its branch office at ----- (hereinafter called the Corporation) having agree to exempt M/s _____ having its office at _____ (hereinafter called the "said contractor") from the demand under the terms and conditions of the Agreement/Contract/offer letter/work order no. _____ dated _____ made between the Corporation and M/s. _____ the contractor(s) (for hereinafter called the said agreement) of the security deposit for the due fulfilment by the said contractor(s) of the terms and conditions contained in the said Agreement on production of a Bank guarantee for Rs. _____ (Rupees _____ only). We _____ (hereinafter referred to as Bank) at the request of M/s. _____ (Contractor(s)) do hereby undertake to pay to the Corporation an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered by the Corporation by the reasons of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.
- B. We _____ (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Corporation stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Corporation by reasons of breach of the said contractor(s) of any of the terms and conditions contained in the said agreement or by reason of the contractor's failure to perform the said Agreement. Any such demand made in the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
- C. We undertake to pay the Corporation any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceedings pending before any court or

Tribunal or Arbitrator relating there to our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

D. We _____ (name of Bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the corporation certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____ we shall be discharged from all liability under this guarantee thereafter.

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

F. This guarantee will not be discharged due to the change in the constitution of the bank or the contractor(s).

G. The bank agrees that this guarantee may be invoked on a number of occasions but so that the total amount payable hereunder shall not exceed Rs. _____.

H. We _____ (name of the Bank) undertake not to revoke this Guarantee during its currency except with the previous consent of the Corporation in writing. Notwithstanding anything contained hereinabove,

a. The liability of the Bank under this Guarantee shall not exceed the amount of Rs. _____ (Rupees _____ only).

b) This guarantee shall remain valid for a period of _____ (state period of validity) from the date hereof.

Dated _____ day of _____ 201 _____

(Name & Signatures of the bank)

Note: Validity of Bank Guarantee shall be beyond six months of Validity of Contract

F-10

NO DEVIATION CONFIRMATION

To,

National small Industries
Corporation Limited 202-203
Samruddhi Bldg, Opp. Sakar-III
Ashram Road, Ahmedabad-110024

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)

Annexure-K**[To be transcribed on stamp paper]****NATIONAL SMALL INDUSTRIES
CORPORATION LIMITED
(Branch Office Ahmedabad)
CONTRACT AGREEMENT**

FOR

**NATIONAL SMALL INDUSTRIES
CORPORATION LIMITED
(Branch Office Ahmedabad)**

CONTRACT AGREEMENT FOR RSC and Warehousing Services for Storage and Handling of Polymers in the city of Daman or Silvassa or Vapi.

This Agreement has been entered into on the [] day of [], 201_, at Ahmedabad, by and between M/s National small Industries Corporation Limited, a company incorporated, existing and functioning under laws of India, presently having its registered office at NSIC Bhawan, Okhla Industrial Estate, New Delhi-110020, having one of its branch office at 202-203, Samruddhi Building, Opp- Sakar-III, Ashram Road, Ahmedabad-380014 (hereinafter referred to as „NSIC“, which expression shall, unless repugnant to the subject or context, be deemed to include its successors, administrators and permitted assigns) of the One Part;

and

M/s _____, (name of RSC Operator) having its Registered Office _____(address) and having its corporate office at _____(address) (hereinafter referred to as „ RSC Operator“, which expression shall, unless repugnant to the subject or context, be deemed to include its successors, administrators and permitted assigns) of the Other Part.**Whereas**

- A. NSIC wishes to provide services to IOCL „Regional Sales Centre“s at _____ so as to enable distribution and sale of POLYMER in an efficient manner.
- B. RSC OPERATOR has represented that it has adequate resources and experience to render services required to set up and operate a „regional sales centre“ as desired by NSIC.
- C. Parties wish to reduce into writing their understanding as set forth below.

Parties agree as follows:

- 1.0 Definitions and Interpretation
- 1.1 Definitions

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 Representatives to RSC OPERATOR Representatives for dispatch of product from RSC to the customer. „Agreement“ shall mean this Agreement entered into between NSIC and RSC 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 Representatives to RSC OPERATOR Representatives for product dispatch by IOCL, Panipat & Paradip intended for RSC. „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, attorneys’ fees and disbursements of any kind or any nature whatsoever imposed upon NSIC, whether incurred directly or indirectly by NSIC. „Party“ shall mean NSIC and RSC OPERATOR individually and „Parties“ shall mean NSIC and RSC 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 RSC. „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. „RSC“ shall mean the Regional Sales Centre located _____ (address) at described in Exhibit 1 attached hereto.

„Stock Transfer Challan“ shall mean the stock transfer challan bearing the signature of NSIC 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. „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 RSC. „Truck (Outbound)“ shall mean Truck containing Product and dispatched from the RSC. „Working Days“ shall mean, as to any location, any day other than notified holiday observed by NSIC.

- (i) „Working Hours“ shall mean 1000 am to 0600 pm on all Working Days 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.

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 first supply ex NSIC's plant located at PPMC, Panipat, Haryana or Paradip, Odhisa whichever is earlier.

3.0 **Period of Contract:** Unless otherwise specified by the Corporation, the contract shall be awarded for 03 (three) years to be reckoned from the date of commencement of first supply ex PPMC, Panipat, Haryana or Paradip, Odhisa. The contract shall also have provision for extension for another term of 02 (two) years at sole discretion of NSIC on same rates, terms and conditions.

The contractor shall abide by to continue the contract for 3 more months or till the award of the new contract, whichever is earlier, after expiry of the contract, at the same rates, terms and conditions of contract, if there is delay in finalization of next contract and so intimated by NSIC.

The contract may be terminated by giving three (03) months notice if so required by the NSIC (Corporation).

4.0 Scope

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

4.2 RSC 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.

5.0 Obligations of RSC OPERATOR

5.1 Services:

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

RSC and warehousing services for polymers at Ahmadabad, Bengaluru, Chennai & Hyderabad. The RSC operator shall provide warehousing facilities for storage and handling of PP & PE Bags at Ahmadabad, Bengaluru, Chennai & Hyderabad (strike out whichever is not applicable) and allied loading operations in the trucks placed by NSIC's customer or by NSIC for dispatch to various destinations across the country, as may be specified in the Indent and placed by NSIC's customer. The RSC operator's Scope of Work shall include the following:

- Ensure the no. of bags received is the same as the number mentioned in the invoice.
- Shortage/loss/damage during warehousing operations at the RSC shall be the responsibility of the RSC operator.
- Unloading of cargo will be in the scope of transporter for road movement from NSIC supply point. In case rail movement from NSIC supply point, then unloading will be in

the scope of RSC operator. Transporter will unload the material till the loading bays only and further shifting of cargo from loading bays of warehouse to inside warehouse for stacking will be in the scope of RSC operator.

- Unloading of bags from containers (received via rail) and stacking up to designated height inside the warehouse.
- Stacking inside warehouse minimum of 20 bags (high) with adequate facility.
- Re bagging/stitching of damaged bags.
- Loading of cargo into customers" trucks for delivery to customers.
- Order processing, documentation, invoicing, MIS etc.,
- Security & Safety of product.
- Proper housekeeping.
- Ensuring quality & quantity of product in custody.
- Co-ordination with customers for trucks placement for transportation from RSC to customer point.
- Providing adequate manpower.
- Monthly Inventory to be done on 1st day of every month and signed by both vendor and NSIC representative.
- Ensure availability of empty bags /thread etc required for re bagging (to be supplied by NSIC).
- Portable stitching machine to be provided by Vendor
- Provide all warehousing facilities at the RSC.
- 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.
- Filing of GST returns without any extra cost to NSIC.
- Warehouse to have adequate fire fighting equipments to tackle any emergency as per the safety norms of any warehouse.

4.2 **Receiving Container/Trucks:** The RSC operator shall, based on Intimation and advise, provide „warehousing services“, in compliance with all Requirements/ guidelines and manuals provided by NSIC, including but not limited to:

- (A) Services upon arrival of Container/Truck-Inbound (Ex panipat & Paradip on stock transfer basis):
- The RSC 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.
 - The RSC 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.
 - The RSC operator/representative shall arrange weighment of at least fifteen (15) bags from each Truck (on random basis) and in case the weight varies beyond permissible limits (as advised by NSIC), then all bags in such Truck are required to be checked for weight and recorded. Instances to be logged on variation observed.
 - The quality and quantity particulars recorded pursuant to above, shall be specified by the RSC 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 RSC 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).

- The RSC 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 so as penalty can be booked into transporter's account for the losses observed during transit.
- The RSC operator/representative shall ensure that the transporter to offload the Truck-Inbound, within 04 (four) hours of the Truck reporting at Point of destination.
- The RSC operator/representative shall ensure that the bags containing the Product are off-loaded from the Truck/ container at the RSC in a safe and secure manner. The bags containing the Product shall be stored / stacked in an area demarcated exclusively for NSIC Product. The RSC operator/representative shall ensure that bags, which do not meet the quality and quantity norms as advised by NSIC, shall be segregated and identified as such within the RSC allocated space.

4.3 **Storage inside warehouse:** The RSC operator/representative shall ensure that the bags containing the Product are stored and stacked in the RSC in such a manner so as to ensure that the bags are fit for use by NSIC customer. For such purpose the RSC 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.
- (vii) Full documentation on all product stored with proper history cards to made available at all the time

4.4 **Warehouse space and other infrastructure:** The RSC 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 at later stage at agreed tariff within the RSC to be exclusively used for the purposes of this Agreement. The RSC operator/representative shall maintain within the RSC, exclusive office facilities for NSIC (area of which will not be included/considered in carpet area for product storage/ warehouse as required in the tender document) which shall include;

- (i) A proper office room with furniture/ fixtures and telephone facility,
- (ii) Minimum of 2 (two) computers, printers (dot matrix and coloured Laser jet printers having printing speed up to 28 PPM and Network connectivity in the same for printing of A4) and scanner of capacity and specification as advised by NSIC with required computer operator(s) for undertaking documentation as per requirements of NSIC
- (iii) Proper internet connection at all times and connectivity between the RSC and NSIC's ERP system,
- (iv) The RSC operator/representative shall deploy adequate manpower for handling the Product and the Terminal in charge shall be the person responsible for co-ordination and communication with NSIC as per the terms in this Agreement.
- (v) The RSC operator/representative shall also ensure that a check scale is available for use at all the time.

- (vi) NSIC will provide software as well as training to computer operator. For connectivity between the RSC and NSIC's ERP system, SERVICE PROVIDER shall facilitate the same.
- (vii) Working Hours: The RSC operator/representative shall ensure that operations at the RSC 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.

4.5 **Despatch from RSC:** There would be inter or intra state dispatches from RSC as advised by NSIC. Based on Advise issued by NSIC Representative from time to time, the RSC operator/representative shall ensure that the Product is loaded on Truck (Outbound) in a safe and sound manner. For such purpose the RSC 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), such bag is not to be dispatched and shall be segregated and stored in a separate place identified for the same within the RSC 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 RSC operator/representative shall obtain due acknowledgment for Product received in good condition from transporters after loading the trucks (outbound).
- (vi) The RSC operator/representative shall complete all documentation in connection with despatch of Products by the Trucks (Outbound), including billing in the name of NSIC in case of sale of Product in the format and rates specified by NSIC from time to time.
- (vii) NSIC shall make available to The RSC operator/representative necessary printed stationery required by The RSC operator/representative to comply with obligations specified in this clause.
- (viii) The RSC 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.

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

- (i) C&T(Cut and Torn) Bags generated to be re bagged under strict supervision by the RSC 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 RSC Locations
- (iv) Booking of loss and shortage would be done by PPMC after monthly verified report from NSIC Officer I/C of RSC's.
- (v) Any damaged bag through road to be booked to transporters and cost recovered accordingly, RSC will not accept any unacceptable bags.
- (vi) The RSC operator/representative to ensure supervision of only okay bags are loaded at loading point to ensure that okay bags are only received at RSCs.

- (vii) 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.
- (viii) All Sweeps generated on account of handling at RSC's are to be booked on the RSC operator/representative and NSIC 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 RSC operator/representative.
- (ix) Sale of sweep can be done by the RSC operator/representative on their own or by NSIC and reimburse the amount to the RSC operator/representative, as the case may be.

- 4.7 **Maintenance of warehouse:** The RSC operator/representative shall ensure that the RSC, especially the portion demarcated for NSIC 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.
- 4.8 The RSC 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 RSC so as to enable loading and off-loading of the Product onto/from Trucks.
- 4.9 **Attending NSIC Customers:** The RSC operator/representative shall appropriately attend NSIC's customers at the RSC during Working Hours.
- 4.10 RSC Operator shall at all times maintain valid insurance for all personnel, buildings, equipments and other structures at the RSC during the term of the Agreement with respect to RSC premises and third party liability.
- 4.11 **RSC Expenses:** The RSC operator shall be responsible for all costs and expenses at the RSC 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.
- 4.12 **Security Arrangements:** The RSC operator/representative shall be responsible for all security arrangements, whether during Working Days or holidays, as may be required or deemed fit by The RSC operator/representative for the purpose of performing its obligations under the Agreement.
- 4.13 The Material Safety Data Sheet (MSDS) with respect to the Product is attached hereto as Exhibit 2, so as to assist the RSC operator/representative in taking special handling and storage care that is required in relation to the Product. Without prejudice to the aforesaid, the RSC operator/representative shall take particular care in ensuring that the RSC remains free and safe from moisture and pests.
- 4.14 **Liability for Payments:** RSC 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 RSC OPERATOR or the account of such person, who is involved in providing any part of operations carried out in the RSC.

- 4.15 **Liability for Payments**: RSC 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 RSC OPERATOR or the account of such person, who is involved in providing any part of operations carried out in the RSC.
- 4.16 **Timely Service**: As time is the essence of the Agreement, RSC OPERATOR agrees to provide all infrastructure and service in a manner necessary to effect the timely and safe implementation of the Agreement.
- 4.17 **Compliance with Requirements**: RSC 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, GST laws and various labor laws. Without prejudice to the generality of the aforesaid, RSC 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.

Penalty against unsatisfactory services: Compensation against loss would arise out of delay/unsatisfactory services in warehousing are as elaborated below:-

The conditions which shall attract penalty against loss during the execution of the contract are listed below:

- Penalty against wrong loading: Rs. 25000/- per instance.
 - Penalty against complain of dirty bags from customer: Rs 1000/- per instance.
 - Interruption/stoppage/strike: Rs. 25000/- per instance of >30 minutes continuously plus the amount attributed to consequential damage for the corporation, if any, arises.
- 4.18 Reporting: RSC OPERATOR shall furnish reports and other records in a timely manner, as per the formats and periodicity advised by NSIC from time to time. Such reports shall be accurate and be signed by RSC OPERATOR Representative.

5 Obligations of NSIC

5.1 Make Payments

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

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

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

5.4 Place of Business: NSIC shall arrange for notification of the RSC as a „place of businesses as applicable under provisions relating to GST. GST registration with respect to the RSC shall be the responsibility of RSC Operator, whereas supporting documents, if any will be provided by NSIC/Principal Company.

6. Inspection

6.1 NSIC shall be entitled to visit the RSC and any process carried therein to ensure compliance by RSC OPERATOR of this Agreement. RSC OPERATOR shall, at the request of NSIC make available for inspection by NSIC such records/documents bearing connection with the performance of the Agreement by RSC OPERATOR and also furnish photocopies of documents and may be requested by NSIC. Provided however, any such inspection is a right of NSIC and not its obligation, Such inspection by NSIC shall not in any manner relieve RSC OPERATOR of its obligation or responsibilities under the Agreement.

7. Indemnity

7.1 Indemnity by RSC OPERATOR

- (i) RSC OPERATOR agrees to indemnify NSIC in case any representations or warranty under the Agreement is found to be untrue or inaccurate.
- (ii) RSC OPERATOR shall be liable to fully indemnify NSIC against all Liabilities, in case of any loss caused to NSIC or any of its employees, directors or consultants, authorized representatives, agents, subsidiaries, successors and assigns, in the course of performance of the Agreement by RSC OPERATOR.
- (iii) Without prejudice to the generality of the aforesaid clause, RSC OPERATOR agrees to indemnify NSIC against all Liabilities by virtue of, or in connection with, or arising out of any:
 - a. Failure of RSC 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 RSC OPERATOR, including any claim by RSC OPERATOR personnel that they are NSIC employees for any purpose; and
 - c. Claims arising from the negligence of RSC OPERATOR in performing its obligations under the Agreement.
 - d. Third party claims e.g., discharge of effluent into nearby drains- neighborhood.
 - e. The a 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.

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

7.3 Encumbrance: RSC 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, RSC 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, furnishing all relevant documents/records, as may be requested by NSIC, for a period of at least 30 (thirty) days from the date of such expiration or termination.

8. Payments and Taxes

- 8.1** NSIC 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 subject to payment received from Principal Company.
- 8.2** If NSIC disputes the validity of any portion of any invoice, NSIC will timely pay RSC OPERATOR the undisputed portion and will notify RSC OPERATOR of the invoice dispute. NSIC and RSC OPERATOR will work diligently and in good faith to resolve any invoice dispute. Meanwhile, RSC OPERATOR agrees that it shall continue to perform under the Agreement.
- 8.3** Except as expressly specified in the Agreement, NSIC shall not be liable to pay any amounts whatsoever to RSC OPERATOR or to any person claiming through RSC OPERATOR.
- 8.4 Invoice:** RSC 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:** RSC 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. Representations and Warranties

9.1 Representations and Warranties of NSIC

NSIC hereby represents and warrants to RSC OPERATOR as follows:

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

9.2 Representations and Warranties of RSC OPERATOR

RSC OPERATOR hereby represents and warrants to NSIC as follows:

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

10. Other Provisions

10.1 Term and Termination

10.1.1 This Agreement shall be for a period of three years from the Effective Date with provision of extension for another period of two years at sole discretion at the same rate, terms & condition.

10.1.2 The contract can be terminated by giving three (03) months notice if so required by the NSIC without assigning any reason. The service provider does not have any right to terminate the contract during currency of contract.

10.2 Upon termination of this Agreement;

10.2.1 Rights and obligation accrued by either Party prior to the date of termination shall not be affected,

10.2.2 All rights granted by NSIC to RSC OPERATOR under this Agreement, shall come to an end,

10.2.3 The obligation of RSC OPERATOR shall not be affected in any manner, and

10.2.4 RSC OPERATOR shall forthwith return to NSIC all unused stationery and promotional literature and material given by NSIC to RSC OPERATOR hereunder and shall remove all NSIC signage from the RSC. RSC 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. 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 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 RSC 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. RESOLUTION OF DISPUTES/ARBITRATION:**
- 12.1** All In case any dispute arises between the contractor and the owner and no settlement can be arrived at mutually, the contractor/owner may ask for the appointment of an arbitrator as per terms of agreement. Following points shall be kept in view in such cases: It should be ensured that the appointment of arbitrator is made within the period stipulated under the provisions of the Arbitration / Conciliation Act.
- 12.2** Venue of the arbitration shall be Ahmedabad, provided that the Arbitrators, with the consent of the owner and contractor, agree upon any other venue. The parties hereby agree that the court in Ahmedabad alone shall have jurisdiction to entertain any application or any award/s made by the Sole Arbitrator or other proceedings in respect of anything arising under this Agreement. 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 parties hereby agree that the court in city of Ahmedabad alone shall have jurisdiction to entertain any application or any award/s made by the Sole Arbitrator or other proceedings in respect of anything arising under this Agreement.
- 12.4** This Agreement covers entire understanding between the parties including the terms and conditions detailed in tender document/LOI/Work Order. No alteration / variation of any of the terms of this Agreement shall be valid unless made with the consent of both the parties and evidenced in writing duly signed by authorized representatives of both the parties.
- 12.5** The performance of all the obligations under the Contract shall not stop for any reason whatsoever during the said dispute/proceeding, unless the Vendor is specifically directed by Corporation to desist from working in this behalf.
- 12.6** The venue of arbitration shall be Ahmedabad and the language of proceedings shall be English.
- 13. Assignment**
RSC OPERATOR shall not assign this Agreement or any part hereof without the prior written consent of NSIC. NSIC shall be free to assign this Agreement.
- 14. Confidentiality**

- 10.1. 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. RSC OPERATOR shall ensure that its employees, agents, partners, contractors, consultants have similar obligation of confidentiality.
- 10.2. 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.
- 10.3. 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.
- 10.4. 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.
- 11 **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.
- 12 **Concurrent Rights**
Parties shall be free to exercise any one or more of their rights concurrently.
- 13 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:

SBM

National Small Industries Corporation Ltd , 202-203,
Samrudhdhi Building, Opp. Sakar-III, Ashram Road,
Ahmedabad

If intended for RSC OPERATOR:

14 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:

Annexure-M

Covering Letter with each tender on NSIC Letter Head

Ref :

Dated:

To,

Sub: Tender no. _____ for _____

Dear Sir

Declaration by National small Industries Corporation Limited

National Small Industries Corporation Ltd (NSIC) hereby declares that NSIC has signed an MOU dated _____ with Transparency International India for the adoption of the Integrity Pact Program and stands committed to following the principles of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the Integrity Agreement, which is an integral part of tender documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

Yours faithfully,

For and on behalf of National Small Industries Corporation Limited

(Authorized Signatory)

Annexure-L

NATIONAL SMALL INDUSTRIES CORPORATION LIMITED**INTEGRITY PACT****Covering Letter required to be signed and submitted by the Tenderer**

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

Ref :
To,
National Small Industries Corporation Ltd

Dated:

Sub: Submission of Offer for Tender no. _____ for

Dear Sir,

The Bidder acknowledges that National small Industries Corporation Limited (NSIC) 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 Bidder agrees that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder 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 Bidder 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.

Bidder 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. The Bidder acknowledges and accepts the duration of the Integrity Agreement, which shall be in line with Article 8 of the enclosed Integrity Agreement.

Bidder acknowledges that in the event of Bidder's failure to sign and accept the Integrity Agreement, while submitting the Bid, NSIC 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 Bidder)
(Note - One copy of this letter along with the Integrity Agreement duly signed must be returned along with offer).

Signature of Tenderer with Seal

NATIONAL SMALL INDUSTRIES CORPORATION LIMITED
(Branch office-Ahmedabad)
INTEGRITY AGREEMENT

Tender no. : NSIC/POLYMER/GUJ/2018-19

This Integrity Agreement is made at _____ on this _____ day of _____, 201_

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 Bhavan, Okhla Industrial Estate, New Delhi-110020, having one of the branch office at Ahmedabad (hereinafter referred as the Corporation", 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 "Bidder/Vendor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns. **Preamble**

WHEREAS the Corporation 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 Corporation values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Vendor(s).

AND WHEREAS, in order to achieve these goals, the Corporation 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 Corporation

Signature of Tenderer with Seal

- 1) The Corporation commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Corporation, 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.
 - b) The Corporation will, during the Tender process, treat all Bidder(s) with equity and reason. The Corporation will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - c) The Corporation shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Corporation 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 Corporation 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 the Bidder(s)/Vendor(s)

- 1) The Bidder(s)/Vendor(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 Bidder(s)/Vendor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Corporation'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 Bidder(s)/Vendor(s) will not enter with other Bidder(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 Bidder(s)/Vendor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Vendor(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 Corporation as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Vendor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Vendor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if

Signature of Tenderer with Seal

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**.

- e) The Bidder(s)/Vendor(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 Bidder(s)/Vendor(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 Bidder(s)/Vendor(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 Corporation is entitled to disqualify the Bidder(s)/Vendor(s) from the Tender process or terminate the Contract, if already executed or exclude the Bidder/ Vendor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Corporation. 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 Corporation.
2. The Bidder/ Vendor accept and undertake to respect and uphold the Corporation's absolute right to resort to and impose such exclusion.
3. Apart from the above, the Corporation may take action for banning of business dealings/holiday listing of the Bidder/Vendor as deemed fit by the Corporation.

Article 4-Consequences of Breach

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

- 1) **Forfeiture of EMD/Security Deposit:** If the Corporation has disqualified the Bidder(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 Corporation apart from exercising any legal rights that may have accrued to the Corporation, may in its considered opinion forfeit the Earnest Money Deposit/ Bid-Security amount of the Bidder/Vendor.
- 2) **Criminal Liability:** If the Corporation obtains knowledge of conduct of a Bidder or Vendor, or of an employee or a representative or an associate of a Bidder or Vendor which constitutes corruption within the meaning of PC Act, or if the Corporation has substantive suspicion in this regard, the Corporation will inform the same to the Chief Vigilance Officer.

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Article 5- Previous Transgression

- 1) The Bidder 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 Bidder 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 Bidder/ Vendor as deemed fit by the Corporation.
- 3) If the Bidder/Vendor can prove that he has resorted \recouped the damage caused by him and has installed a suitable corruption prevention system, the Corporation may, at its own discretion as per laid down organizational procedures, revoke the exclusion prematurely.

Article 6- Equal Treatment of all Bidders/Vendors/Subvendors

- 1) The Bidder(s)/Vendor(s) undertake(s) to demand from all subvendors a commitment in conformity with this Integrity Pact. The Bidder/Vendor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-vendors, / sub-bidders.
- 2) The Corporation will enter into Pacts on identical terms as this one with all Bidders and Vendors.
- 3) The Corporation will disqualify Bidders, who do not submit, the duly signed Pact between the Corporation and the bidder, 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 Corporation 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 Bidder(s)/Vendor(s) accept that the IEM has the right to access, without restriction, to all Project documentation of the Corporation including that provided by the Vendor. The Vendor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Vendor's project documentation. . The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Vendor(s)/Subvendor(s) with confidentiality.
- 4) In case of tenders having estimated value of Rs 150 Crores or more, the Corporation 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 Corporation 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 Corporation 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 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 Vendor/Bidder 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 Bidders, 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.

Article 9-Other Provisions

- 1) This Pact is subject to Indian law, place of performance and jurisdiction is the Head Office/Head quarters of the Division of the Corporation, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Vendor 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 Corporation in accordance with this Agreement/Pact or interpretation thereof shall **not** be subject to arbitration.

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

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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 Bidder/Vendor)

(For and on behalf of Corporation)

WITNESSES:

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

Signature of Tenderer with Seal

SIGNATURE OF TENDERER WITH SEAL