

NATIONAL SMALL INDUSTRIES CORPORATION LIMITED

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RTGS/NEFT/DD/PO/B.Ch.No. _____ Dated _____
On _____

(Signature of the Tenderer)

(Strike-out whichever is not applicable)

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(To be filled by the tenderer)

The Earnest Money Deposit is remitted with the tender by

DD/PO/Bank Guarantee No _____ Dated _____

On _____

(Signature of the Tenderer)

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(FOR OFFICE USE DURING OPENING OF PART-A AND PART-B)

1. EMD Particulars : DD/PO/BG No..... for Rs.
drawn on/issued by
Bank Branch
2. Sl.No.of tender : out of..... tenders
3. Covering letter : Given / Not given
4. No.of pages :
5. Validity of tender:

Signature of Marketing Executive

Signature of Finance Executive

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NATIONAL SMALL INDUSTRIES
CORPORATION LIMITED
BRANCH OFFICE FARIDABAD

APPOINTMENT OF SUB CONSIGNMENT AGENT
FOR HANDLING AND STORAGE OF IRON AND STEEL MATERIALS OF VSP AT FARIDABAD
TRANSPORTATION OF STEEL CONSIGNMENTS FROM STOCKYARD TO CUSTOMER PREMISES
/OTHER STOCKYARDS OF RINL/VSP.

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NATIONAL SMALL INDUSTRIES
CORPORATION LIMITED

Branch Office
107, NISSAN HUT, NH-5
RAILWAY ROAD, FARIDABAD-121001
HARYANA
E-mail: bofaridabad@nsic.co.in

NOTICE INVITING TENDER

NATIONAL SMALL INDUSTRIES
CORPORATION LIMITED

BRANCH OFFICE FARIDABAD
(A Govt. of India Enterprise)
107, NISSAN HUT, NH-5, RAILWAY ROAD, FARIDABAD-121001
Phone: 0129-4311292/252
Visit us at www.nsic.co.in

OPEN TENDER NOTICE NO.: NSIC/FBD/VSP-SY/2019-20 DT 06.05.2019

Sealed tenders in the prescribed form are invited from experienced / established agencies for Appointment as Sub Consignment Agent at FARIDABAD for handling and storage of Pig Iron and Steel materials of VSP and transportation of Steel consignments from Stockyard to customer premises/other Stockyards of RINL/VSP. The details are given below:

1. **Availability of tender documents:** The tender documents shall be available for sale in the Branch Office of NATIONAL SMALL INDUSTRIES CORPORATION LIMITED, 107, NISSAN HUT, NH-5, RAILWAY ROAD, FARIDABAD-121001, on all working days except on the last date for submission of tender.

The tender document (Total number of Pages are 132 consisting of 117 pages in Volume I and 15 pages in Volume II) shall also be available on nsic's website www.nsic.co.in for downloading on all days except on the last date for submission of tender. It may be noted that the detailed NIT can be viewed from the company website. The tender documents downloaded from website shall be equally legally valid for participation in the tender process as tender documents purchased from the Company through manual process. For tender documents downloaded from website, the Demand Draft / Pay Order / Bankers Cheque towards cost of tender document should be submitted along with the tender.

NSIC shall not be responsible for any difficulty in downloading of clear and complete tender documents from its website. The tenderers shall be deemed to have read and understood the complete tender documents uploaded by NSIC on its website.

2. **Cost of Tender Document:** Rs.1000/- (Rupees One Thousand only). The cost of tender document should be paid by Account Payee Demand Draft/Pay order/ Bankers Cheque drawn in favour of NATIONAL SMALL INDUSTRIES CORPORATION LIMITED, BRANCH OFFICE FARIDABAD on any scheduled Bank payable at FARIDABAD. No other mode of payment shall be accepted.
3. **Last date and time for submission of tenders and scheduled time of opening:** upto 11.00 AM on 17/05/2019 in the Branch Office of NSIC at Faridabad at the above address.

Opening of Part-A and Part-B shall be done immediately after 11.00 AM. The Part-C will be opened at Faridabad at a later date with

intimation to the eligible tenderers. (Please refer clause no 44 of Instructions to tenderers).

4. **Contract Period:** 7 (seven) years with provision for (i) extension for another period of 1 year or (ii) till finalization of new contract whichever is earlier, at the option of NSIC. The extension shall be on existing terms and conditions of contract and the rates payable shall be the existing contract rates (with base date for price variation as per the existing contract) or the rates in the new contract (with base date for price variation as per the new contract), whichever is lower. No dispute on this account will be entertained by NSIC. In case the new tender rates are higher than the existing rates, NSIC will continue with the existing contract, till the expiry of extension period of 1 year, after which the new contract will come into effect.

5. **Special conditions:**

(i) The tenderers shall be Consignment Agents/ Handling Agents/ Stevedores having experience in operating all activities of unloading from trucks/trailers/rakes etc, stacking, loading etc. from the stage of receipt of material to the stage of dispatch of material and should have handled Pig Iron and/or Steel materials (semis & finished products)/ Heavy machinery /any metal products, for a minimum tonnage in any one of the preceding 5 financial years or current financial year, and should have minimum turnover and should have land for a minimum area either in their own name or held through a registered lease/Sub lease deed for nine years, as mentioned in the tabulation below. The experience certificate should also mention that the tonnage has been considered only once from the stage of receipt to delivery, even if the product undergoes changes during the process. The lowest tonnage out of receipts/stacking/delivery shall be considered as annual tonnage handled. (It may be noted that unless the quantity is handled from receipt to despatch, the same will not be considered as requisite experience).

Location	Earnest Money Deposit (in Rs.lakhs)	Minimum Tonnage handled per year (in MT)	Minimum annual turnover (in Rs.lakhs)	Area of Land Required (in Acres)	Minimum area of Land Required (in Acres)
FARIDABAD	75	100000	296	6.7 (*)	6.2

(*) The area of land required is 6.7 Acres. However, a minimum land area of 6.2 Acres is acceptable.

Location of Stockyard: The land to be offered for the CA Stockyard shall be within the state of Haryana. Further, the land offered should be within a radial distance of 40 KMS from any of the specified public sidings namely Ballabgarh/Faridabad. In case tenderer offers private siding, the land offered shall be within a radial distance of 40 KMS from any of the specified public sidings namely Ballabgarh/Faridabad. For this purpose, Station Master Office of the relevant public siding and Entry point of the offered land shall be considered as respective reference points for distance measuring purposes. NSIC/RINL/VSP shall avail the services of Govt. approved surveyors and the decision of NSIC/RINL/VSP shall be final & binding on the tenderers.

(ii) The tenderer should not have more than three Consignment Agency / Handling Contracts at stockyards of NSIC for the period beyond 31/12/2019.

(iii) As on the date of opening of tender, the tenderer should not have more than one Consignment Agency / Handling Contract(HC) for handling of Iron & Steel materials in Stockyard of any other Main Producers of Steel viz., SAIL, TISCO, JSPL, JSWL, ESSAR Steels and ISPAT INDUSTRIES LIMITED at the location for which tender is invited.

6. The tenderer should submit the documents as per details given in the tender document along with the tender.
7. NATIONAL SMALL INDUSTRIES CORPORATION LIMITED will not be responsible for any delay, loss or non-receipt of tender documents or tenders by post.
8. Please contact DGM (SBM), on the above mentioned contact numbers, for any queries.

DEPUTY GENERAL MANAGER (SBM)

Tender for appointment of Sub Consignment Agent (CA) at FARIDABAD for handling and storage of Iron and Steel materials of RINL/VSP and transportation of Steel consignments from Stockyard to customer premises/other Stockyards of RINL/VSP.

(I) Tender submission:

1. The tenderer should fill in the "Tender Form" and "Declaration of Particulars" forming part of the tender documents.
2. The tenderer should duly sign on every page of the tender documents including the Notice Inviting Tender (NIT), Instructions to tenderers (ITT), Integrity Pact Format, Form of Tender, Declaration of Particulars, Form of Agreement, Terms and Conditions of Contract and Schedule of Rates in token of acceptance thereof, along with the rubber seal of the Company/Firm, indicating the name and the status of the signatory.
3. The tenderer should not alter the Terms and Conditions of Contract and other documents forming part of the Tender Document issued by NSIC LTD or downloaded from the website of NSIC LTD.
4. The tenderers are required to submit certain documents (originals as well as photocopies as detailed in various paragraphs of ITT). Wherever a photocopy is submitted, the same should be duly authenticated by a Notary or by a Gazetted Government Servant. Wherever a document is submitted in a language other than English / Hindi, it should be accompanied by English translation from a Notary or an Advocate. Original documents like Experience Certificate as per Annexure-II of NIT & Financial standing certificate issued by Bankers as per Annexure-IV of NIT should not be dated prior to the date of Open Tender Notice.
5. The tender shall be submitted in three parts as follows:
 - a) Part-A in a sealed envelope which shall contain the following:
 - i) Earnest Money Deposit with covering letter.
 - ii) Cost of tender document in case it is downloaded from NSIC's website.
 - iii) Letter confirming that the tenderer has quoted for all the items, including the item for transportation, in the Schedule of Rates (mentioned at Annexure-2 of Price bid (Part-C)).

This envelope shall be superscribed as Part-A of the tender.

- b) Part-B (technical part) in a sealed envelope which shall contain five sets (original + 4 copies) of the following:
 - i) Covering letter.
 - ii) Form of Tender.
 - iii) Declaration of Particulars.
 - iv) All other documents and information except prices.
 - v) Tender Document issued by NSIC or downloaded from NSIC's website duly signed on all pages including the Terms and Conditions of Contract in token of acceptance.

This envelope shall be superscribed as Part-B of the tender.

- c) Part-C (Price Part) in a separate sealed cover, which shall contain Schedule of Rates (Bill of quantities) duly filled in (Refer clause no 44 under sub heading Evaluation of tenders in ITT). No conditions shall be enclosed in the price bid. This envelope shall be superscribed as Part-C of the tender.

The envelopes containing Part-A,B &C of the tender shall be kept in a fourth envelope and sealed. All the four envelopes shall be superscribed with "Tender for appointment of Sub Consignment Agent at Faridabad". Tender reference No. and Tender Submission Date shall also be mentioned on all four envelopes.

(II) Pre-Bid Conference:

6. Pre-Bid Conference: NSIC shall convene a Pre-bid Conference on 13/05/2019 at 11.00 AM to clarify queries, if any to the tenderers. During the Pre-bid conference or even otherwise the tenderers may discuss with the officers of Marketing Department of NSIC with a view to ascertain himself how the Stockyard is envisaged to be set up and operated and familiarize himself with the nature and magnitude of the services required of him including requirement of land, rail facilities, weighbridge, etc. By submitting a quotation, the tenderer will be deemed to have fully familiarized himself with and considered the scope of work, working conditions, labour laws including terms and conditions of contract forming part of the Tender Documents.

Attending the Pre-bid conference is not mandatory for the tenderers. Also, NSIC shall not be responsible for the ignorance of the tenderer in submitting tenders without proper data or documents or with insufficient/wrong/contradictory documents or information irrespective of the fact of him/her having attended/not attended the pre-bid conference.

(III) TENDER REQUIREMENTS:

The following are the major requirements in the subject tender, which along with other requirements, are detailed in the subsequent paragraphs of ITT.

Earnest Money Deposit (in Rs.lakhs)	Minimum Tonnage handled per year (in MT)	Minimum annual turnover (in Rs.lakhs)	Area of Land Required (in Acres)	Minimum number of own cranes	Security Deposit (In Rs lakhs)
75	100000	296	6.7 (*)	6	600

(*) The area of land required is 6.7 Acres. However, a minimum land area of 6.2 Acres is acceptable.

(i) Earnest Money Deposit (EMD):

7. Tenders should be accompanied by EMD in the form of account payee Demand Draft / Pay Order drawn in favour of NATIONAL SMALL INDUSTRIES CORPORATION LIMITED, BRANCH OFFICE FARIDABAD on any Scheduled Bank (excluding Co-operative Banks) payable at Faridabad or in the form of Bank Guarantee (BG) (valid for a period of 1 year) as per the format prescribed at Annexure-V. No other mode of payment will be accepted. The EMD submitted in the form of BG shall be accepted subject to their confirmation from the issuing Bank. Tenders without EMD shall be

summarily rejected and Part-B (Technical Part) and Part C (Price Part) of tender shall be returned unopened. Previous deposits with NSIC, if any, by way of EMD, Security Deposit (SD) or any other kind of deposit or financial securities cannot be adjusted for this purpose and offers with such requests shall be treated as without EMD. In the case of the successful tenderer the Earnest Money shall be retained by the company till SD as stipulated in the Contract for due fulfillment of the contract is submitted by him. In case the tenderer fails to submit the SD in the prescribed time after NSIC communicates acceptance of the tender or withdraws / varies the offer before the validity date, the Earnest Money shall be forfeited/encashed if the EMD is submitted in the form of BG. Any agency who had participated in any of the HC/CA tenders floated by Marketing department and having quoted the lowest price i.e.L-1 price and subsequently backed out/withdrawn their offer in the last one year, the offer if any, submitted by such agency will not be considered against the present tender. The period of one year for this purpose shall be reckoned backwards from the date of this tender till the date of withdrawal / backing out of the tender. This is without prejudice to other terms & conditions of NIT. In the case of the unsuccessful tenderer the EMD shall be refunded as early as possible. No interest shall be paid on EMD.

8. In case the EMD is submitted in the form of BG, NSIC reserves the right to ask the tenderer for extension of BG validity for a suitable period.
9. Micro and Small scale units (MSEs) registered under Single Point Registration Scheme of the NSIC for relevant service segment are eligible for exemption of EMD. For claiming such exemption, the certificate issued by NSIC should be valid at least upto the last date for submission of offers. Notarised copy of NSIC certificate to that effect is to be submitted as a proof for availing EMD exemption. The tenderer is also required to ensure validity of such certificate for a minimum period of 1 year from the last date for submission of offers.

(ii) Experience:

10. The tenderers shall be Consignment Agents/ Handling Agents/ Stevedores having experience in operating all activities of unloading from trucks/trailors/rakes etc., stacking, loading etc. from the stage of receipt of material to the stage of dispatch of material and should have handled Pig Iron and/or Steel materials (semis & finished products)/ Heavy machinery /any metal products for a minimum tonnage as mentioned in the Open Tender Notice in any one of the preceding five financial years or in the current financial year. The experience certificate should also mention that the tonnage has been considered only once from the stage of receipt to delivery, even if the product undergoes changes during the process. The lowest tonnage out of receipt/ stacking/ delivery shall be considered as annual handled quantity. (It may be noted that unless the quantity is handled from receipt to dispatch, the same will not be considered as requisite experience.)

Proof of such experience should be submitted along with the tender in the following manner. (The experience of the tenderers as traders, experience of sister concerns (i.e., Companies /firms under the same management) and/or experience certified by sister concerns of the tenderer, experience certificate issued to the tenderer by traders will not be considered).

a) A certificate (in original) should be submitted from the Employer in the format enclosed as Annexure-II of ITT. The certificate should mention the tonnage handled. The certificate should also mention that the tonnage has been considered only once, from the stage of receipt to delivery, even if the product undergoes changes during the process. The lowest tonnage out of receipt/ stacking/ delivery shall be considered as annual tonnage handled (It may be noted that unless the quantity is handled from receipt to dispatch, the same will not be considered as requisite experience). In case the Employer is a private party, the certificate should be supported by copies of Work Order / Agreement and TDS Certificates.

(iii) Annual Turnover:

11. The tenderer should have annual turnover for a minimum value as mentioned in the Open Tender Notice in any one of the preceding five financial years. Photocopy of audited Balance Sheets and Profit and Loss Accounts certified by a Practicing Chartered Accountant for the preceding five financial years more particularly for the relevant qualifying year should be submitted. In case audited accounts were not finalized for any of the other four financial years, reasons for the same should also be certified by a practicing Chartered Accountant.
12. The tenderer shall submit reference letter (in original) in the format enclosed as Annexure-IV of ITT from the Bankers on the financial status of the tenderer issued subsequent to the date of tender notice.

(iv) Land:

13. The tenderer should have a single piece of land, area of which shall be as given in the appendix to the Terms and Conditions of Contract preferably of rectangular shape having length to breadth ratio of 3:1. The land offered by the tenderer shall be either in his own name or held by him through a registered lease/sub lease deed/License or other equivalent/ similar document issued by a Govt. Dept/PSU for the period as specified in the tender document/NIT i.e., for a period of 9(nine) years. For details please refer clauses 17 to 21 below.
- 13.1 The land to be offered for the CA Stockyard shall be within the state of Haryana. Further, the land offered should be within a radial distance of 40 KMs from any of the specified public sidings namely Ballabgarh / Faridabad. In case tenderer offers private siding, the land offered shall be within a radial distance of 40 KMs from any of the specified public sidings namely Ballabgarh /Faridabad. For this purpose, Station Master Office of the relevant public siding and Entry point of the offered land shall be considered as respective reference points for distance measuring purposes. NSIC shall avail the services of Govt. approved surveyors and the decision of NSIC shall be final & binding on the tenderers.
14. Since materials meant for the Stockyard will be dispatched in rake loads by rail also from the Plant, it is desirable that the Stockyard should have in its close proximity a Public siding point/Private siding for receipt and unloading of Iron and Steel materials to the proposed Stockyard. The Stockyard should have direct and independent access to the highway for dispatch of materials by road from the yard. The land offered

for Stockyard should have motorable access from the main road. The land offered should be for non-agricultural use only.

15 The rail receipts for Faridabad stockyard are envisaged at Ballabgarh/ Faridabad public siding and the tenderers shall quote for only one siding per tender with one or more lands (each land should be having minimum area as specified in clause no 13 under sub heading Land in ITT). In case the tenderer offers more than one land, NSIC shall have the option to select any of the lands offered. Once the Letter of Acceptance (LOA) is issued by NSIC after qualifying one of the lands offered by the tenderer, the tenderer is obliged to abide by all conditions wrt the land chosen. In case the tenderer wish to quote for a private railway siding, they are required to submit separate tenders for each such private railway siding. Each tender will be treated independently and each such separate tender has to comply with all NIT terms and conditions like separate EMD, price bid etc.

16. The land/s offered by the tenderer shall be inspected before opening of Part-C (Price Part) of offers. In case none of the land/s offered by the tenderer is/are found suitable for Stockyard operations of NSIC, the same shall be informed to the tenderer and the Part-C (Price Part) of offer shall be returned unopened. For the guidance of the tenderer, the factors that will lead to rejection of land/s offered is/are mentioned below:

- i) In case the land offered is too narrow to allow movement of cranes and vehicles inside the Stockyard.
- ii) In case the land offered is under overhead electrical lines impeding movement of cranes.
- iii) In case the land offered is without proper approach road for the vehicles carrying Iron and Steel materials.
- iv) In case at least one approach is not available to the Stockyard for 8 hours during day time due to time restrictions on traffic.
- v) In case the land offered for Stockyard is not having motorable access from the Main Road.
- vi) Any other shortcoming which, in the opinion of NSIC, cannot be rectified by the tenderer within the 3 (three) months time allowed for development of Stockyard, as per Clause No.7 of the Terms and Conditions of Contract, from the date of LOA.
- vii) In case the land offered for Stockyard is not for non-agricultural use.
- viii) In case the land offered for Stockyard is not fairly leveled land.

The decision of NSIC in this regard shall be final, binding and conclusive.

17. The tenderer should have land for a minimum area as mentioned in the Open Tender Notice in single piece either on his own or through a registered Lease /Sub lease deed/License or other equivalent/ similar document issued by a Govt. Dept/PSU. In case the tenderer offers more than one land, NSIC shall have the option to select any of the lands offered.

18. The tenderer shall submit photocopy of Title Deed (Registered Sale Deed / Revenue Record) in the name of the tenderer in case of own land / registered Lease / Sub lease deed from the land owner (lessor) for a period covering at least 9(Nine) years from the last date for submission of the offers in favour of the tenderer for usage as Iron and Steel

Stockyard (along with a photocopy of title deed in the name of the land owner in both the cases and in case of Sub-lease, photocopy of the parent lease deed, with the lessor) in case of leased land.

19. The tenderer is allowed to submit a registered/ unregistered lease/ sub-lease agreement (along with a photocopy of title deed in the name of the land owner in both the cases and in case of Sub-lease, photocopy of the parent lease deed, with the lessor) for a period of minimum one year with the condition therein for execution and registration of the lease/sub lease deed for a period of 9 years for usage as Iron & Steel stockyard in the event of tenderer being awarded the CA contract by NSIC. Such tenderer, who submits a lease/ sub lease agreement for one year shall be required to submit the registered lease/sub lease deed for the period of 9 years within 60 days from the date of LOA failing which the LOA shall stand withdrawn and EMD plus SD both will be forfeited. The tenderers submitting lease / sub-lease agreement for one year will be required to submit an Affidavit- α to this effect (as per the format enclosed at Annexure- III of NIT) along with tender.
20. In case of leased land, if owned by more than one person, lease deed should be submitted from all the land owners or from their attorney. In case any permission is required to be obtained for lease of land as per the requirements of State Government, a copy of such permission should also be submitted along with the tender.
21. The tenderer may also submit "License" or other equivalent/ similar document issued by a Govt. Dept/PSU indicating that the offered land is licensed/ permitted to be used by the tenderer for the purposes indicated in the tender in lieu of lease deed. In such case, the license will be considered as a valid document subject to verification by and satisfaction of NSIC. The tenderer shall submit a notarized affidavit- β (on Rs 100/-non judicial stamp paper) indemnifying NSIC from the losses, if any, incurred, in the event of withdrawal of such license by the licensing authority during the tenure of CA contract.
22. The tenderer shall submit photocopy of Nil encumbrance (*) certificate (in English / Hindi) i.e the land offered to NSIC shall be free from all encumbrances, mortgages as on date of submitting Tender, from Competent Authority, indicating encumbrances and registration particulars for the past 12 years up to the date of Open Tender Notice or from the date of registration in favour of the present land owner up to the date of Open Tender Notice, whichever period is longer. (*) In case land offered is under equitable mortgage / registered mortgage / encumbrances, the tenderer shall submit an affidavit- α (as per the format enclosed at Annexure-III of NIT) stating that the same shall be released within 60 days from the date of LOA failing which LOA shall stand withdrawn and both EMD and also SD will be forfeited. The tenderer shall also submit a self undertaking stating that the land shall be kept free of any encumbrance/mortgage during the entire tenure of the contract.
23. The tenderer shall submit the details, along with dimensional sketch, of land proposed to be used for the Stockyard, indicating proximity to railway unloading point, road approach etc. The plain table (PT) survey report shall also be submitted for the confirmation of the land area offered.
24. The tenderer shall submit photocopy of land utilization certificate /land conversion certificate /No objection certificate /any Govt notification issued by competent authority of State Government (Director General of

Directorate of Town and Country Planning, Haryana for land situated under the scheme of Master Plan or Out of Municipal Area/ Director General of Directorate of Urban local Bodies, Haryana for land situated within the limit of Municipal Area) based on which the land proposed can be used for storage of Iron and Steel materials OR the tenderer may submit an Affidavit- α as per format enclosed at Annexure-III mentioning that the documents in this regard will be submitted within 90 days from the date of LOA failing which LOA shall stand withdrawn and EMD plus SD both will be forfeited.

Notwithstanding the above, it is for the tenderer to ensure that the documents submitted/ to be submitted in this regard will be sufficient to use the offered land for storage of Iron and Steel materials. (Approval of plan for proposed constructions in the land should be obtained by successful tenderer after acceptance of tender. However, due to change in local law / regulation / acquisition of land by any appropriate authority, all liabilities direct or indirect during the currency as well as in future shall be borne by the Consignment Agent. No claim what so ever on this account will be entertained by the Company.

(v) Equipments :

25. The successful tenderer should be in a position to deploy required number of tyre mounted mobile cranes, Decoiling/Straightening and cutting machines for Plain Wire Rod Coils/ Rebar Coils and sufficient number of trailers /trucks, other ancillary equipments and manpower to carry out the handling and storage functions envisaged in the Stockyard and transportation of Steel consignments from Stockyard to customer premises/other Stockyards of RINL/NSIC. At least 50% of minimum number of tyre mounted mobile cranes as given in the appendix to terms and conditions of contract (rounded off to higher number in case 50% works out to be a fraction), each capable of handling materials up to 8 to 10 MT or more shall be owned by the tenderer. Proof of ownership of same **or** an Affidavit- α (as per the format enclosed at Annexure-III of NIT) to furnish the same within 60 days from the date of LOA, as detailed at clause no 27 under sub heading equipments in ITT below is to be submitted along with the tender.
26. The tenderer shall also submit a notarized affidavit- γ , on non judicial stamp paper (of Rs 100/-) that during the tenure of the contract, whenever the age of cranes deployed (own cranes as well as hired cranes) exceeds 5 years, the same shall be replaced with cranes of age not older than 5 years. Accordingly the own cranes shall be replaced with own cranes and hired cranes shall be replaced with either hired cranes or own cranes. Such cranes shall also be dedicated to NSIC for the entire period of contract. The compliance of the age of the cranes shall be ensured by the successful tenderer. The liability of deployment of cranes (own as well as hired cranes) not older than 5 years age at any point during the tenure of the contract shall be the whole and sole responsibility of successful tenderer. No dispute on this aspect shall be entertained by NSIC. The age of the cranes shall be ascertained from the purchase invoice / registration certificate / any other relevant documentary proof.
27. Along with the tender, the tenderer may either submit ownership documents for at least 50% of the number of tyre mounted mobile cranes specified in the Appendix to the Terms and Conditions of Contract (rounded off to higher number in case 50% works out to be a fraction) OR submit

Affidavit-α (as per the format enclosed at Annexure-III of NIT) declaring that copies of ownership documents for 50% of the number of tyre mounted mobile cranes as specified above shall be submitted within 60 days from the date of LOA failing which LOA shall stand withdrawn and EMD plus SD both will be forfeited. In the absence of either documents, tender shall not be considered.

28. The tenderer shall ensure that these Cranes should be deployed exclusively for NSIC and not committed in other tender / contract from the date of commencement of operations under this contract. The following undertaking / declaration shall be submitted by the tenderer along with their offer.

"I hereby declare that the own cranes, the details of which are submitted by me along with the tender / which shall be submitted after issue of LOA, shall be deployed exclusively for NSIC and shall not be committed in other tenders / contracts from the date of commencement of the operations of this contract".

29. The tenderer shall indicate, while submitting the tender, how he proposes to mobilize the tyre mounted mobile cranes, trailers/trucks and other equipment as and when required, which are not in his possession on the date of submission of the tender. The equipment should be in perfect working condition. The Company may decide to inspect the cranes and other equipment physically to assess their fitness and availability. The tenderer should submit to the Company a list of all such equipment proposed to be deployed by him for the subject work, along with all details.

30. As the rated capacities of new units under plant expansion will be achieved progressively over a period, 75% of minimum number of tyre mounted mobile cranes (either own or hired or combination of both including the minimum number of own cranes submitted along with the tender/ within 60 days from the date of LOA) as given in the appendix to terms and conditions of contract (in case 75% works out to be a fraction, the next higher number shall be considered) shall be made available for deployment by the successful tenderer, within 60 days from the date of LOA, during the first year of operation. The same cranes shall remain deployed and dedicated on all working days /hours and the company will not allow (temporary /permanent) withdrawal of any of these cranes throughout the period of contract except for replacement of cranes older than 5 years. Subsequently as per the operational requirement, the successful tenderer shall increase deployment of number of tyre mounted mobile cranes, (subject to the number as stipulated in the tender) as advised by Executive In charge from time to time.

31. The successful tenderer shall be in a position to install minimum 60 tonne Electronic Weighbridge in the yard. NSIC reserves the right to ask the successful tenderer to upgrade the existing weigh bridge or install/ provide one additional Weigh Bridge with same or higher capacity in case of any future requirement, with no additional costs to the company, whenever the actual quantities handled (average of receipts and deliveries in any financial year) exceed 125% of indicative handling quantity.

32. The annual indicative quantity for Decoiling/Straightening and Cutting of plain wire rod coils /Rebar Coils is mentioned at item no 4(d)(i)&4(d)(ii), in the Annexure-I to the ITT. The tenderer is required to submit a detailed proposal giving description, number, make and

capacity of Decoiling /Straightening and Cutting machines to be deployed (subject to minimum 2 nos of machines of capacity not less than 10 MT per day on single shift operation basis), in order to ensure output of at least 8.3% per month of annual indicative quantities mentioned against item 4(d(i)&4(d)(ii) put together in Annexure-I of ITT with a grace provision of (-1%) to accommodate eventualities like maintenance, breakdown of machinery and labour problems etc, subject to availability of coil materials and other amenities to facilitate Consignment Agent for Decoiling /straightening and cutting operations. The successful tenderer shall install & commission the machines to ensure commencement of output as above within 90 days from the date of LOA.

33. The tenderer shall submit list of equipments proposed to be deployed complying with the minimum requirements specified in the Terms and Conditions of Contract along with documentary proof of ownership of documents for possession of 50% tyre mounted mobile cranes as given in the Appendix to terms and conditions of contract, (rounded off to higher number in case 50% works out to be a fraction) each capable of handling heavy consignments of Iron & Steel materials up to 8 to 10 MT or more (OR) the tenderer may submit an Affidavit- α (as per format enclosed at Annexure- III of NIT) for submission of the same within 60 days from the date of LOA, failing which LOA shall stand withdrawn and EMD plus SD both will be forfeited, as detailed in clause no 27 under sub heading equipments in ITT, along with a notarized Affidavit- γ on non judicial stamp paper (of Rs 100/-) mentioning that during the tenure of the contract, whenever the age of the cranes deployed (own cranes as well as hired cranes) exceeds 5 years, the same shall be replaced with cranes of age not older than 5 years.(Please refer clause no 26 under sub heading equipments in ITT above).

(vi) Affidavits:

34. The tenderer shall submit (i) notarised Affidavit - β (on Rs 100/- stamp paper) as mentioned at clause no 21 of ITT (ii) notarised Affidavit - γ (on Rs 100/- stamp paper) as mentioned at clause no 26 of ITT.

A notarized affidavit- α (in original) in the format enclosed as Annexure-III of ITT mentioning that the tenderer is not under liquidation or court receivership or similar proceedings or debarred/blacklisted from participation in Tenders by Government Departments and Public Sector Undertakings and that none of their Directors/proprietor/partners who got tainted in course of their conducting business with NSIC earlier and as well as other Government Departments and Public Sector Undertakings, have controlling interest in their Organization and that the financial net worth of the tenderer is not negative during the preceding three financial years, should also be submitted, besides the other affidavits mentioned at para-34 above.

The affidavit- α shall also mention that the tenderer is not having or would not be having more than three Consignment Agency / Handling contracts for the period beyond 31/12/2019 at stockyards of Marketing Dept, NSIC. The affidavit shall also mention that the tenderer is not having or would not be having more than one Consignment Agency / Handling contract as on the date of opening of tender for handling of Iron & Steel materials in Stockyard of any other Main Producers of Steel viz. SAIL, TISCO, JSPL, JSWL, ESSAR STEELS and ISPAT INDUSTRIES LIMITED at the location for which tender is invited.

(vii) Statutory:

35. Since NSIC is an establishment covered under PF Act, the Contractors working for NSIC would automatically get covered under PF Act, irrespective of the number of persons employed. Hence, the tenderer shall be required to submit along with the tender either a photocopy of PF Registration Certificate or an undertaking to submit the same to NSIC, before commencement of work of the contract. Photocopies of PF Challan / Application for PF Registration/ Acknowledgement for the application of PF Registration/ Sub Contractor's PF Registration etc. will not be considered. Under no circumstances the contract work will commence without PF registration certificate.
36. Tenderer shall submit photocopy of partnership deed and proof of registration of the Firm in case of Partnership Firms and certified photocopy of Articles and Memorandum of Association in case of Companies.
37. Tenderer shall submit copy of Goods and Service Tax (GST) Registration certificate.
38. Tenderer shall submit photocopy of the ESI registration Certificate (if applicable) indicating their ESI code number. In case, the same is not available, letter of undertaking to furnish the same before commencement of work of the contract shall be submitted.
39. Tenderers shall note that Central Government is now the appropriate Government for NSIC and the contractors are required to pay the minimum wages as notified by the Department of Labour, Government of India.

(viii) OFFER VALIDITY:

40. Tenders should be kept valid for a period of 5 (five) months from the last date for submission of tender.

(IV) Evaluation of tenders:

41. Tenderers shall note that NSIC, after opening of tender/bid document may seek, in writing, document/clarifications which are necessary for evaluation of tender/bid document from the tenderers/bidders or issuing authority for confirmation of eligibility /Pre-qualifications stipulated in the NIT.
42. NSIC shall give 3 (three) weeks time for further clarification /rectification of any deficiencies in the tender (subject to exceptions mentioned hereinafter) and seek clarifications /confirmations /documents /withdrawal of deviations from the terms and conditions of contract without any revision in prices. Any deficiency in the documents submitted shall be allowed to be rectified within 3 weeks from the date of such first written communication to the tenderer. However the experience and title deed (in case of own/lease land) prevailing as on TOD shall only be considered. In case of failure to rectify the deficiencies within 3 (three) weeks time, the tender would be rejected summarily and Part-C (Price Part) of tender would be returned unopened and EMD would be

refunded/returned. In case none of the tenderers rectify the deficiencies within 3 (three) weeks time, NSIC reserves the right to give further time at its sole discretion.

43. Fatal conditions for opening of Part-B or Part-C or both:

NSIC shall not give time, as mentioned above, for submission of Earnest Money Deposit (either DD/Pay order /BG)

In case the tender is not accompanied by adequate Earnest Money Deposit, the tender shall be rejected summarily and Part-B (technical part) and Part-C (Price Part) shall be returned unopened.

44. Evaluation of the Tender/L-1 rates

(i) In the Schedule of rates/Bill of quantities (BOQ) which are available as Part-C (Price Part), the indicative quantities of each item are mentioned. The Fixed rate shall be given by NSIC in respect of those items where the indicative quantity is shown as 1 MT and indicated separately at Annexure-1 of Price bid.

(ii) The tenderer shall quote their rates in the BOQ/schedule of rates for individual items (in words and figures) shown at Annexure-2 of price bids. In case of any discrepancy between rate quoted in figures and words, the rate quoted in words will prevail. By submission of the tender it is implied that the tenderer has accepted the fixed rates declared by NSIC for the items where the indicative quantities are mentioned as 1 MT and are shown at Annexure-1 of price bid.

(iii) Based on the above, the tenderer shall arrive at the total contract value (which shall include the value of all the individual items of BOQ mentioned at Annexure-2 and the same shall be considered for the purpose of evaluation) and quote this value and submit their sealed bids along with their technical offer as mentioned at Clause 5 above. In case of any error between total contract value quoted in the Schedule of Rates/Bill of Quantities (BOQ) and sum of individual value of each item of BOQ (mentioned in Annexure-2 of price bid), the lower of either total contract value quoted in the BOQ or sum of individual value of each item would be considered. In case total contract value quoted is lower, the difference would be adjusted proportionately on each individual item of BOQ mentioned at Annexure-2 of price bid for arriving at the individual item rate.

(iv) In case of any error in arriving at the value of individual items mentioned at Annexure-2 of price bid, while multiplying the individual item rates with respective indicative quantities, the rate/value that is advantageous to the Company shall be considered.

(v) All the tenderers are expected to quote the rates of all the individual items of BOQ mentioned at Annexure-2 of price bid in figures and words. In case the rate is not quoted for any of the items mentioned at Annexure-2 of price bid, such offer will be summarily rejected. It is informed to the tenderers that the value quoted for the BOQ item pertaining to transportation shall also be considered for evaluation purpose for arriving at financial ranking.

(vi) NSIC conducts reverse e-auction for finalizing the tender, in all the cases except RST (Resultant single tender). In such case, all the technically qualified tenderers may participate in the reverse e auction.

Details of online bidding procedure and User manual etc shall be communicated to all the techno commercially qualified bidders at an appropriate time.

(vii) During the reverse e-auction process, the bidders shall bid their total contract value per annum on online basis with minimum bid decrement value as decided by the Company.

(viii) After the reverse e-auction is conducted, the sealed price bids (Part-C) of all the technically qualified tenderers received along with the Techno Commercial offers, irrespective of whether they have participated in the Reverse E auction or not, shall be opened within a reasonable period.

(ix) A composite comparative statement shall be made considering Reverse e auction data and sealed price bids data of all the technically qualified bidders, based on which the final L-1 contract value will be arrived.

(x) Finalization of BOQ item rates shall be as follows:

(a) In case the L-1 contract value is lower in Reverse E auction, then the corresponding manual price bid individual BOQ item rates {excluding for the items where the rates are fixed by the Company at tendering Stage mentioned at Annexure-1 of Price Bid (Part-C)} would be proportionately reduced to equal to the quoted value in the reverse e auction bid and considered for award of contract, along with the items mentioned at Annexure-1 of Price Bid (Part-C) with the rates fixed by the Company. In cases where the factor of proportionate reduction is more than two decimal places, the factor would be limited to two decimal places by rounding off to the next higher decimal.

(b) In case the L-1 contract value is lower in manual bidding, the individual BOQ item rates (mentioned at Annexure-2 of Price Bid) quoted in the manual price bid and the items where the rates are declared by the Company at Tendering Stage (mentioned at Annexure-1 of Price Bid) shall be considered for award of contract to the tenderer.

For illustration please refer Annexure-4 of Part-C (Price Bid).

(xi) A blank price bid format (provided at Annexure-VII of ITT) duly signed by the tenderer shall be submitted along with the offer, as token of acceptance and familiarity to NSIC's tendering system as described in the NIT.

45. However, in case online bidding is not conducted, NSIC will open the sealed price bid submitted by the bidder and processes the tender as per the prevailing tendering procedures of NSIC.

46. The tenderers may note that in case of online bidding/reverse e auction

(a) The quoted contract value shall be valid for a period of 4 months from the date of reverse E auction.

(b) The base date shall be the last date for submission of manual price bid/Revised price bid (in case of rates settled through negotiations, the base date shall be the date of confirmation of such rates by the tenderer unless otherwise agreed).

(c) Before proceeding towards offering the bid value in the reverse e-auction, the public siding at Ballabgarh/Faridabad (or) Private Siding offered by the tenderer as per the details/declaration given in the blank price bid will be frozen and the authorization will be given for participation in the e auction from that siding name chosen by the tenderers. The bid value submitted by the tenderer in the reverse e auction shall be accordingly loaded with the differential freight depending upon the railway freight from Faridabad to the respective public/private siding in the system itself, for arriving at the competitive price for that particular siding. This means, the differential freight amount will be added to the bid value quoted by the tenderer automatically by the system and the same will be considered and displayed as the quoted value by the tenderer for L-1 determination purposes.

47. For the purpose of Price variation provided in the Terms and Conditions of Contract, the base date shall be the last date for submission of tender (in case of rates settled through negotiations, the base date shall be the date of confirmation of such rates by the tenderer, unless otherwise agreed). (Also refer clause no 44 under sub heading Evaluation of tenders mentioned above).

(V) INTEGRITY PACT:

48. The Company requires that bidders/suppliers/contractors under this contract, observe the highest standard of ethics during the execution of this contract. In pursuance of this policy, the Company defines, for purpose of these provisions, the terms set forth below as follows. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a Public official in contract execution and "fraudulent practice" means a misrepresentation of facts in order to influence the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Company of the benefits of free and open competition. The Company will reject a proposal for award of work if it determines that the bidder recommended for award had engaged in corrupt or fraudulent practices in competing for the tender in question. The Company will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded contract/contracts if it any time determines that the bidder has engaged in corrupt, or fraudulent practices in competing for, or in executing, the contract.
49. The tenderer is required to unconditionally accept the Integrity pact enclosed at Annexure-VI of ITT and shall submit the same duly signed along with his offer. The offer of the tenderers received without duly signed integrity pact format, shall not be considered.

(VI) General Instructions:

50. The tenderer should not have more than three Consignment Agency / Handling contracts for the period beyond 31/12/2019 at stockyards of Marketing Dept, NSIC. In case of tenderers having two such contracts

already beyond 31/12/2019, all other offers of the tenderer shall be ignored once he becomes L-1 for one more contract. In case of tenderers having one such contract already beyond 31/12/2019, all other offers of the tenderer shall be ignored once he becomes L-1 for two more contracts. In case of tenderers having no such contracts beyond 31/12/2019, all other offers of the tenderer shall be ignored once he becomes L-1 for three contracts.

In case of a tie as a result of the tenderer becoming L-1 for more than one contract in the Price Bids opened on a single day, preference for award of contract shall be given by breaking the tie in the order mentioned below:

(a) Location where the tenderer is the existing Consignment Agent/ Handling Contractor shall be given preference to the location where he is not.

(b) Location where the indicative quantity for Deliveries from the Stockyard is more shall be given preference to the location where it is less.

51. NSIC shall not be responsible for any difficulty in downloading of clear and complete tender documents from its website. The tenderers shall be deemed to have read and understood the complete tender documents uploaded by NSIC on its website. NSIC will not be responsible for any delay, loss or non-receipt of tender documents or tenders by post.
52. NSIC reserves their right to accept/reject any or all tenders either in part or in full without assigning any reason thereof and without any liability to NATIONAL SMALL INDUSTRIES CORPORATION LIMITED.
53. Offers received from tenderers debarred/blacklisted by Government Departments and Public Sector Undertakings will not be considered. Companies /Proprietorship/Partnership firms where any individual who got tainted in course of conducting business with NSIC/any other PSUs/Government Departments in the past, has controlling interest, will not be considered. In this regard, the Company's decision shall be final and binding.
54. Tenders submitted against the NIT/Tender shall not be returned in case the tender opening date is extended/ postponed. Tenderers desirous to modify their offer/terms may submit their revised /supplementary offer(s) within the extended TOD, by clearly stating the extent of updation done to their original offer and the order of prevalence of revised offer vis-à-vis original offer. The employer reserves the right to open the original offer along with revised offer(s).
55. The tenderer should be in a position to produce originals of all the documents (attested Photocopies of which were submitted along with the tender) whenever called for. Failure to produce such originals would result in disqualification and forfeiture of EMD.
56. If it comes to the notice of NSIC at any stage right from request for tender document that any of the certificates / documents submitted by tenderer is found to be false / fake / doctored, they shall be debarred from participation in all NSIC tenders for a period of 5 years including termination of contract, if awarded. EMD, Security Deposit etc., if any, shall be forfeited. The Contracting Agency in such cases shall make good to NSIC any loss or damage resulting from such termination. Contracts in

operation anywhere in NSIC shall also be terminated with attendant fall outs like forfeiture of EMD, Security Deposit, if any, and recovery of risk and cost charges etc. Decision of NSIC Management shall be final and binding.

57. Similarly, if any of the declarations given in the affidavit by the tenderer is found incorrect or not adhered to, then the tenderer shall be debarred from participation in all NSIC tenders for a period of 5 years including termination of contract, if awarded. EMD, Security Deposit etc., if any, shall be forfeited. The tenderer shall make good to NSIC any loss or damage resulting from such termination. Contracts in operation anywhere in NSIC shall also be terminated with attendant fall outs like forfeiture of EMD and Security Deposit if any, and recovery of risk and cost charges etc. Decision of NSIC Management in this regard shall be final and binding.
58. If it is found that the tenderer has either submitted a false/incorrect affidavit OR the tenderer fails to comply with promises made in the Affidavit- α (in the format enclosed as Annexure-III)/undertaking(s) submitted during tender evaluation, vis a vis any of the conditions given therein, the tenderer along with all their sister concerns / associates etc. having one or more common directors/Partners will be debarred from participating in NSIC tenders for a period of 5 years
59. **Formal Agreement:** The successful tenderer shall be required to conclude a formal agreement with the company in the prescribed Format on a non-judicial stamp paper of Rs.100/- purchased in Andhra Pradesh after the Company conveys acceptance of the tender.
60. While no guarantee can be given by the Company about the quantity of materials to be handled/ transported at any time, during the contract, an indicative pattern is given in Annexure-I of ITT. These are estimated quantities and projected only to enable the tenderer in arriving at the value of the tender and the approximate facilities required to be provided by him. The Company will not be liable in any way if the actual quantities handled / stored /transported differ from the above. Since the quantities mentioned against individual items shall be subject to wide variation without any limit, the rates quoted should be self-sustaining.
61. A checklist format is enclosed at Annexure-VIII of ITT, for ready reference of the tenderers. The same may be made use for submitting the tender document.

The tender will be evaluated on the basis of the following quantities for financial ranking only:

<u>Item No. in the Schedule of Rates</u>	<u>Unit</u>	<u>Indicative Quantity per year for the purpose of evaluation of Tender for financial ranking only</u>	
		<u>Pig Iron</u>	<u>Steel</u>
1 (a)	MT	1(*)	272000
1 (b)	MT	1(*)	1000
2	MT	1(*)	270000
3	MT	1(*)	8000
4 (a)	MT	NA	120000
4 (b)	MT	NA	100
4 (c)	MT	NA	1(*)
4 (d) (i)	MT	NA	16320
4 (d) (ii)	MT	NA	7680
5	MANDAY (8hours/day/man)	NA	1(*)
6	KM-MT	NA	244550(#)

(#) Out of which 3204 MT is indicative quantity for transportation
(For details, please refer Annexure-3 of Price Bid (Part-C).

KIND ATTENTION:

Please note that the above mentioned quantities are purely indicative and will be considered for the purpose of evaluation of financial ranking of the tenders only, (*)except items for which indicative quantity is 1 MT. The Company will not be liable in case of any change in actual quantity from an indicative pattern as indicated above after award of the contract and also no claim on account of increase or decrease in the quantities handled shall ever be entertained by the Company.

(TO BE ISSUED BY THE EMPLOYER ON THEIR LETTER HEAD)

To,

NATIONAL SMALL INDUSTRIES
CORPORATION LIMITED
BRANCH OFFICE FARIDABAD
107, Nissan Hut, NH-5
Railway Road
Faridabad

Dear Sir,

Sub: Experience Certificate for participation in tender
Issued by NSIC.

1. This is to certify that M/s _____
(Name and address of the Agency) have the experience in unloading from trucks/trailors/rakes etc, stacking, loading etc. from the stage of receipt of material to the stage of dispatch of the same of _____ (name of the commodity) in our organization _____ (name of the organization) for the tonnages mentioned below during the period _____ to _____. The tonnage has been considered only once, from the stage of receipt to delivery, even if the product undergoes changes during the process. The lowest tonnage out of receipt/stacking/delivery shall be considered as annual handled quantity. (It may be noted that unless the quantity is handled from receipt to dispatch, the same will not be considered as requisite experience).

Item No	Description	2014-15	2015-16	2016-17	2017-18	2018-19	Current FY
1	Receipts in MT						
2	Stacking in MT						
3	Deliveries in MT						
Quantity considered(*)							

(*)Lower of items 1, 2 and 3 should be considered as tonnage handled.

- 2 Their overall performance has been found good

Date: _____ (_____)
Place: _____ Authorized Signatory

Seal: _____ Name: _____
Designation: _____

(The Employer, while issuing the above certificate, is requested to fill in all the columns and rows of above table with relevant data)

(TO BE EXECUTED ON A NON-JUDICIAL STAMP PAPER (Rs 100/-) BEFORE A NOTARY)

AFFIDAVIT-α

1. I, _____, S/o _____, aged _____ years, _____ (Designation) of M/s _____ (Name of the organization), a Proprietary Firm / Partnership Firm / Company, having its Registered / Head Office at _____ do hereby solemnly affirm and state as follows:
- i) I am the deponent herein and I am authorized to swear this affidavit on behalf of the organization, M/s _____.
 - ii) I submit that our organization, M/s _____ is not under liquidation or court receivership or similar proceedings or debarred/blacklisted from participation in tenders by Government Departments and Public Sector Undertakings and none of our Directors/Proprietor/partners who got tainted in course of conducting business with NSIC earlier and as well as other Government Departments and Public Sector Undertakings, has controlling interest in our Organization.
 - iii) I further submit that the financial net worth of our organization M/s _____ is not negative during the preceding three financial years.
 - iv) I also submit that our organization, M/s _____ is not having or would not be having more than three Consignment Agency / Handling contracts at stockyards of Marketing Dept, NSIC for the period beyond 31/12/2019.
 - v) I also submit that our organization, M/s _____ is not having or would not be having more than one Consignment Agency / Handling contract as on the date of opening of tender for handling of Iron & Steel materials in Stockyard of any other Main Producers of Steel viz. SAIL, TISCO, JSPL, JSWL, ESSAR STEELS and ISPAT INDUSTRIES LIMITED at the location for which tender is invited.
 - vi) I also submit that I have furnished Copy of title deeds in the name of my firm/ company (OR) Copy of a registered lease/sub lease deed for the offered land for a period of 9 years from the last date for submission of offers (OR) copy of registered /unregistered lease/ sub lease agreement for a period of one year with the undertaking therein for execution and registration of a lease deed for a period of 9 years for usage as Iron & Steel stockyard within 60 days from the date of Letter Of Acceptance (LOA) failing which the LOA shall stand withdrawn and Earnest Money deposit (EMD) and also Security Deposit (SD) both will be forfeited and will be debarred from participating in NSIC tenders for a period of 5 years as detailed at clause no 19 of Instructions to tenderers (ITT) (or) copy of "License" or other equivalent/ similar document issued by a Govt. Dept/PSU indicating that the offered land is licensed/ permitted to be used for the purposes indicated in the tender.
 - vii) I further submit that I have furnished copy of land utilization certificate /land conversion certificate /No objection certificate /any Govt notification issued by competent authority of State Government (Director General of Directorate of Town and Country Planning, Haryana for land situated under the scheme of Master Plan or Out of Municipal Area/ Director General of Directorate of Urban local Bodies, Haryana for land situated

within the limit of Municipal Area) based on which the land proposed can be used for storage of Iron and Steel materials (OR) I shall furnish copy of land utilization certificate /land conversion certificate /No objection certificate /any Govt notification issued by competent authority of State Government (Director General of Directorate of Town and Country Planning, Haryana for land situated under the scheme of Master Plan or Out of Municipal Area/ Director General of Directorate of Urban local Bodies, Haryana for land situated within the limit of Municipal Area) based on which the land proposed can be used for storage of Iron and Steel materials, within 90 days from the date of Letter Of Acceptance (LOA) failing which the LOA shall stand withdrawn and Earnest Money deposit (EMD) and also Security Deposit (SD) both will be forfeited and will be debarred from participating in NSIC tenders for a period of 5 years as detailed at clause no 24 of ITT.

viii) I also submit that the proof of ownership documents of at least 50% of minimum number of tyre mounted mobile cranes as given in the appendix to terms and conditions of contract (rounded off to higher number in case 50% works out to be fraction) each capable of handling materials up to 8 to 10 MT or more (i) has been given (OR) (ii) shall be submitted within 60 days from the date of Letter Of Acceptance (LOA) failing which the LOA shall stand withdrawn and Earnest Money deposit (EMD) and also Security Deposit (SD) both will be forfeited and will be debarred from participating in NSIC tenders for a period of 5 years as detailed at clause no 27 of ITT.

ix) I also submit that I have furnished copy of nil encumbrance certificate stating that the land offered to NSIC is free from all encumbrances, mortgages as on date of submitting Tender from Competent Authority, indicating encumbrances and registration particulars for the past 12 years up to the date of Open Tender Notice or from the date of registration in favour of the present land owner up to the date of Open Tender Notice, whichever period is longer. (or) I also submit that in case land offered to NSIC is under equitable mortgage / registered mortgage / encumbrances, the same shall be released within 60 days from the date of Letter Of Acceptance (LOA) failing which the LOA shall stand withdrawn and Earnest Money deposit (EMD) and also Security Deposit (SD) both will be forfeited and will be debarred from participating in NSIC tenders for a period of 5 years as detailed in clause no 22 of ITT.

(*Strike out the non relevant portions

2. I declare that the above said facts are true and correct.
3. I understand that if any of the above declarations is found incorrect or not adhered to then our organization shall be debarred from participation in all NSIC tenders for a period of 5 years, including termination of contract, if awarded. EMD and Security Deposit, if any, shall be forfeited. Our organization shall make good to NSIC any loss or damage resulting from such termination. Contracts in operation anywhere in NSIC shall also be terminated with attendant fall outs like forfeiture of EMD and Security Deposit, if any, and recovery of risk and cost charges etc. Decision of NSIC Management in this regard shall be final and binding.

Deponent

Solemnly affirmed and signed before me at _____ on this _____ day of _____, 2019.

Seal

Notary

(TO BE ISSUED BY THE BANK ON THEIR LETTER HEAD)

To,

NATIONAL SMALL INDUSTRIES
CORPORATION LIMITED
BRANCH OFFICE FARIDABAD
107, NISSAN HUT, NH-5
RAILWAY ROAD, FARIDABAD

Dear sir,

Sub: Financial standing of M/s _____

This is to certify that M/s _____ (Name of the tenderer), a _____ (Proprietorship Firm / Partnership Firm / Company) with Sri / Smt _____ as _____ (Proprietor / Partners / Directors) having their Registered / Head Office at _____ have been banking with us since _____. The operation of their _____ (nature of account) No. _____ with us is satisfactory. The financial standing of M/s _____ is sound based on the transactions dealt with us. This is also to certify that M/s _____ is solvent worth Rs. _____ (value of BG/security deposit specified against this work).

Date:
Place:

()
Authorized Signatory

Seal:

Name:
Designation:

FORM OF BANK GUARANTEE FOR EMD

(ON NON JUDICIAL STAMP PAPER OF VALUE NOT LESS THAN Rs 100/-PURCHASED IN THE
NAME OF EXECUTING BANK)

(FROM A SCHEDULE BANK)

1. Name & Address of the Bank:
(Full Postal Address & PIN code to be given)
2. Bank Guarantee No. & Date:
3. Limit of liability: _____
4. Expiry Date: One Year from the date of issue of BG
5. Tender Notice Ref No _____ Date _____
6. Name of the work: For Handling and storage of Iron and Steel Materials of
RINL at FARIDABAD Stockyard and transportation of Steel
consignments from Stockyard to customer premises/other
Stockyards of RINL.

To
NATIONAL SMALL INDUSTRIES
CORPORATION LIMITED., 107,
NISSAN HUT, NH-5
RAILWAY ROAD, FARIDABAD

Sub: Earnest Money Deposit.

1. In consideration of M/s National Small Industries Corporation Limited, BRANCH OFFICE FARIDABAD having its Head office at NSIC Bhawan, Okhla Industrial Estate, New Delhi - 110020. (hereinafter called "the Company") which expression shall unless repugnant to the subject or context includes his successors and assigns having agreed to exempt M/s..... (hereinafter called "the tenderer") from demand under the terms and conditions of the tender No. Dt..... issued by the Company for the work for Handling and storage of Iron and Steel Materials of RINL at FARIDABAD Stockyard and transportation of Steel consignments from Stockyard to customer premises/other Stockyards of RINL/VSP. (hereinafter called the said "Document") from deposit of Earnest Money for the due fulfillment of the tenderer of terms and conditions contained in the said documents on production of a Bank Guarantee for Rs..... (Rupees only).

2. We, the Bank (hereinafter referred to as "the said Bank") a Company under the Companies Act, 1956 and having our Registered Office at do hereby undertake and agree to indemnify and keep indemnified the Company to the extent of Rs..... of (Rupees.....only) against any loss or damage costs, charges and expenses caused to or suffered by or that may be caused or suffered by the Company by reasons of any breach or breaches by the tenderer of any of the terms and conditions contained in the said documents and unconditionally pay the amount claimed by the Company on demand and without demur to the extent

aforesaid.

3. We, the,Bank further agrees that if the tenderer commits any breach of the terms and conditions of the said documents in respect of which the tenderer has been exempted from depositing the Earnest Money because of the guarantee furnished by the Bank to the Company and the Company has become entitled to forfeit the Earnest Money or any part thereof, the Bank hereby unconditionally and irrevocably agrees and undertakes to pay to the Company on demand and without demur the amount of the Earnest Money required to be furnished by the tenderer under the conditions of the said documents in respect of which the breach is committed to the extent of Rs..... (Rupeesonly).

4. We, the, Bank further agrees that the company shall be the sole judge of and as to whether the tenderer has committed any breach or breaches or any of the terms and conditions of the said documents and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company on account thereof to the extent of the Earnest Money required to be deposited by the tenderer in respect of the said document and the decision of the Company that the tenderer has committed such breach and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the Company shall be final and binding on us.

5. We, the said Bank, further agree that the guarantee herein contained shall remain in full force and effect until it is released by the company, provided, always the guarantee shall in no event remain in force after the day of..... without prejudice to the claims of the Company arisen and demanded from or otherwise notified to us in writing on or before the said date which will be enforceable against us not withstanding that the same are enforced after the said date.

6. The Company shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee or Indemnity from time to time to vary any of the terms and conditions of the said contract supply or to extend time of performance by the tenderer or to postpone for any time and from time to time any of the powers exercisable by it against the tenderer and either to enforce or forbear from enforcing any of the terms and conditions governing the said document or securities available to the Company and the said Bank shall not be realized from its liability under these presents by any exercise of the Company of the liberty with reference to the matters aforesaid or by reason of time being given to the tenderer or any other forbearance act or omission on the part of the Company or any indulgence by the Company to the tenderer or of any other matter or thing whatsoever which under the law relating to sureties would but for these provision have the effect or so releasing the Bank from its liability.

7. It shall not be necessary for the Company to proceed against the tenderer before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank not withstanding any security which the Company may have obtained or obtain from the tenderer shall at the time when proceeding (s) are taken against the Bank hereunder be outstanding or unrealized.

8. We, the said bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing and agree that any change in the constitution of the Company or the tenderer, the Bank shall not discharge our liability hereunder.

9. We (mention the name of the Bank), hereby agree that any claim due and arising under this guarantee shall be enforceable against our Bank's Branch ---
----- (mention the name and address of the Branch) at

FARIDABAD and they shall honour such demand in any case not later than next working day.

10. Issuance of this Bank Guarantee may also be got confirmed from our controlling branch/ office/higher Authority as per the name & address mentioned below:

Place

Signature

Date

Name

Note: Instructions to the Bank: Not to be reproduced in the Bond Paper.

The following are to be filled up in the blank space indicated thus:

All pages of bank guarantees shall have the Rubber Stamp and signature of the Officer of the Bank.

All corrections shall be attested by Rubber Stamp and Stamp of the Officer of Bank.

INTEGRITY PACT FORMAT

National Small Industries Corporation Limited (NSIC) hereinafter referred to as "The Principal",
And

..... hereinafter referred to as "**The Bidder/Contractor**"

Preamble

The Principal intends to award, under laid down organizational procedures, a Consignment Agency contract for handling and storage of Iron and Steel Materials of RINL at FARIDABAD and transportation of Steel consignments from Stockyard to customer premises/other Stockyards of RINL against NIT Ref NO.

----- . The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness/transparency in its relations with its Bidder(s) and /or Contractor(s).

The Principal will nominate an Independent External Monitor(s) (IEM(s)) by name at the tender stage/will appoint in case of receipt of any reference, from the panel of IEMs, for monitoring the tender process and the execution of the contract in order to ensure compliance with the Integrity Pact by all the parties concerned.

Section 1 - Commitments of the Principal:

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or for third person, any material or non material benefit which the person is not legally entitled to.
 - (b) The Principal will, during the tender process treat all bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal will inform Chief Vigilance Officer of NSIC and in addition can initiate disciplinary action.

Section 2 - Commitments of the Bidder(s)/contractor(s) :

(1) The Bidder(s)/ Contractor(s) commit to take all measures necessary to prevent corruption. He commits to observe the following principles during his participation in the tender process and during the contract execution.

- (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the 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 or to vitiate the Principal's tender process or contract execution.
- (b) The Bidder(s)/ Contractor(s) will not enter with other Bidders 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 introduce cartelization in the bidding process or to vitiate the Principal's tender process or execution of the contract.
- (c) The Bidder(s)/Contractor(s) will not commit any offence under the IPC/ PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposals and business details including information contained or transmitted electronically.
- (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agent(s)/representative(s) in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian Nationality shall furnish the name and address of the foreign supplier/contract Agency, if any. Further details, as mentioned in the Guidelines on Indian Agents of Foreign "Suppliers/contract agencies", shall be disclosed by the Bidder(s)/Contractor(s) wherever applicable. Further, as mentioned in the Guidelines, all the payments made to the Indian agent(s)/representative(s) have to be in Indian Rupees only.

Copy of the Guidelines on Indian Agents of Foreign "Suppliers/contract agencies" is enclosed.

- (e) The Bidder(s)/ Contractor(s) will, when presenting his bid, disclose any and all payments he has made or 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)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts:

- (1) A transgression is considered to have occurred, if the principal after due consideration of the available evidence, concludes that a reasonable doubt is possible.
- (2) If the Bidder(s)/Contractor(s), before award of contract or after award of contract has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) from the tender process or to terminate the contract, if already awarded, for that reason, without prejudice to other remedies available to the Principal under the relevant GCC of the tender/contract.
- (3) If the bidder/Contractor has committed a transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal is entitled also to exclude the bidder / Contractor from future tenders/Contract award processes. The imposition and duration of the exclusion will be determined by the principal keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the bidder /Contractor and the amount of the damage.
- (4) If it is observed after payment of final bill but before the expiry of validity of Integrity pact that the contractor has committed a transgression through a violation of any of the terms under Section 2 above during the execution of contract, the Principal is entitled to exclude the Contractor from future tenders/Contract award processes.
- (5) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.
- (6) If the bidder / Contractor can prove that he has restored/ recouped the damage to the principal caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion before the expiry of the period of such exclusion.

Section 4 - Compensation for Damages:

- (1) If the Principal has disqualified the bidder from the tender process prior to the award in accordance with Section 3 above, the Earnest Money Deposit (EMD)/Bid security furnished, if any, along with the offer as per the terms of the Invitation to Tender (ITT) shall be forfeited. This is apart from the disqualification of the Bidder as may be imposed by the Principal as brought out at Section 3 above.
- (2) If the Principal has terminated the Contract in accordance with Section 3 above, or if the Principal is entitled to terminate the Contract in accordance with Section 3 above, the Security Deposit/performance bank guarantee furnished by the contractor, if any, as per the terms of the ITT/Contract shall be forfeited without prejudicing the rights and remedies available to the principal under the relevant General conditions of contract. This is apart from the disqualification of the Bidder, as may be imposed by the Principal, as brought out at Section 3 above.

Section 5 - Previous transgressions:

- (1) The Bidder declares that, to the best of his knowledge, no previous transgression occurred in the last five (05) years with any Company or

Organization or Institution in any country or with any Government in any country conforming to the anti-corruption approach 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. The contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors:

- (1) The Bidder(s)/Contractor(s) undertakes to demand from all his subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before seeking permission for such subcontracting.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s) /Contractor(s)/ subcontractor(s):

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Subcontractor or of any employee or a representative or an associate of a Bidder/Contractor/ Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to CVO of NSIC.

Section 8 - Independent External Monitor(s) (IEM(s)):

- (1) The Principal appoints competent and credible Independent External Monitor(s) with clearance from Central Vigilance Commission & Transparency International (India). The IEM(s) reviews independently, the cases referred to him/them to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.
- (2) In case of noncompliance of the provisions of the Integrity pact, the complaint/noncompliance is to be lodged by the aggrieved party with the Nodal Officer only appointed by CMD/NSIC. The Nodal Officer shall refer the complaint / non compliance so received by him to the IEM, already appointed or to be appointed for that case.
- (3) The IEM is not subject to instructions by both the parties and performs his functions neutrally and independently. The IEM(s) will submit report to the CMD, NSIC.
- (4) The Bidder(s)/Contractors(s) accepts that the IEM has the right to access without restriction, to all tender/contract documentation of the Principal including that provided by the Bidder/Contractor. The Bidder/Contractor

will also grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his tender/contract documentation. The same is applicable to Subcontractors also. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/Subcontractor(s) with confidentiality.

- (5) The Principal will provide to the IEM sufficient information about all meetings among the parties related to the tender/contract for the cases referred to IEM, provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The Parties offer to the IEM the option to participate in such meetings.
- (6) As soon as the IEM notices, or believes to notice, a violation of this pact, he will so inform the Principal and request the Principal 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.
- (7) The IEM will submit a written report to the CMD, NSIC within four (04) to six (06) weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for corrective actions for the violations or the breaches of the provisions of the agreement noticed by the IEM.
- (8) IEM may also submit a report directly to the CVO of NSIC and the Central Vigilance Commission, in case of suspicion of serious irregularities attracting provisions of the IPC/ PC Act.
- (9) Expenses of IEM shall be borne by NSIC as per terms of appointment of IEMs.
- (10) The word 'Monitor' means Independent External Monitor and would include both singular and plural.

Section 9 - Duration of the Integrity Pact:

- (1) This Pact comes into force upon signing by both the Principal and the Bidder/Contractor. It expires for the Contractor twelve (12) months after the last payment under the contract, and for all unsuccessful Bidders, six (06) months after the contract has been awarded and accordingly for the Principal after the expiry of respective periods stated above.
- (2) If any claim is made/ lodged during the valid period of the IP, the same shall be binding and continue to be valid even after the lapse of this pact as specified above, unless it is discharged/determined by CMD of NSIC.

Section 10 - Other provisions:

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the principal, i.e. Faridabad, State of Haryana, India.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements to this pact have not been made.
- (3) If the Contractor is a partnership firm/ consortium, this agreement must be signed by all partners/ consortium members, or their Authorized Representative(s) by duly furnishing Authorization to sign Integrity Pact.
- (4) Should one or several provisions of this agreement turnout to be invalid, the remaining part of this agreement remain valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Wherever he or his is indicated in the above sections, the same may be read as he/she or his/her, as the case may be.

(For & On behalf of the Principal)

(For & On behalf of Bidder/Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:
(Name & Address)

Witness 2
(Name & Address)

**GUIDELINES FOR INDIAN AGENTS OF
FOREIGN "SUPPLIERS/CONTRACT AGENCIES"**

There shall be compulsory registration of Indian Agents of foreign suppliers/contract Agencies with NSIC in respect of all Global (Open) Tenders and Limited Tenders. An agent who is not registered with NSIC shall apply for registration in the prescribed Application Form.

Registered agent needs to submit before the placement of order by NSIC, an Original certificate issued by his foreign supplier/ contract Agency (or an authenticated Photostat copy of the above certificate duly attested by a Notary Public) confirming the agency agreement and giving the status being enjoyed by the agent along with the details of the commission /remuneration /salary /retainer being paid by them to the agent(s).

Wherever the Indian representative has communicated on behalf of their foreign supplier/contract Agency and/or the foreign supplier/contract Agency have stated that they are not paying any commission to their Indian agent(s) but paying salary or retainer, a written declaration to this effect given by the foreign supplier/contract Agency should be submitted before finalizing the contract.

DISCLOSURE OF PARTICULARS OF AGENT(S)/REPRESENTATIVE(S) IN INDIA, IF ANY:

Bidders of Foreign nationality shall furnish the following details in their quotation/bid:

The name and address of their agent(s)/representative(s) in India, if any, and the extent of authorization and authority given to them to commit them. In case the agent(s)/representative(s) is a foreign Company, it shall be confirmed whether it is a really substantial Company and details of the company shall be furnished.

The amount of commission/remuneration included in the quoted price(s) for such agent(s)/representative(s) in India.

Confirmation of the Bidder that the commission/remuneration if any, payable to his agent(s)/representative(s) in India, may be paid by NSIC in Indian Rupees only.

DISCLOSURE BY INDIAN AGENT(S) OF PARTICULARS OF THEIR FOREIGN SUPPLIER/CONTRACT AGENCY AND FURNISHING OF REQUISITE INFORMATION:

Bidders of Indian Nationality shall furnish the following details/certificates in/along with their offers:

The name and address of foreign supplier/contract agency indicating their nationality as well as their status, i.e., manufacturer or agent of manufacturer holding the Letter of Authority.

Specific Authorization letter by the foreign supplier/contract agency authorizing the agent to make an offer in India in response to tender either directly or through their agent(s)/representative(s).

The amount of commission/remuneration included for bidder in the price (s) quoted

Confirmation of the foreign supplier/contract Agency of the Bidder, that the commission/remuneration, if any, reserved for the Bidder in the quoted price (s), may be paid by NSIC in India in equivalent Indian Rupees.

In either case, in the event of materialization of contract, the terms of payment will provide for payment of the commission/remuneration payable, if any, to the agent(s)/representative(s) in India in Indian Rupees, as per terms of the contract.

Failure to furnish correct information in detail, as called for in para 2.0 and/or 3.0 above will render the bid concerned liable for rejection or in the event of materialization of contract; the same is liable for termination by NSIC. Besides this, other actions like banning business dealings with NSIC, payment of a named sum etc., may also follow.

Note: The following persons have been appointed as Independent External Monitors (IEMs) to oversee the implementation of 'Integrity Pact' in NSIC.

1. Sri SM Nomaan (Sr. Branch Manager)

Blank format of price bid

FOR HANDLING AND STORAGE OF IRON AND STEEL MATERIALS OF RINL AT FARIDABAD

(Annexure-1 of Price Bid (Part-C))

S.NO	Description of Item PIG IRON	Indicative Quantity (MT) per anum (PIG IRON)	Rate fixed by NSIC for Pig iron Items in Rs PMT
1	Receipt and clearing of consignments, unloading, including hand shunting in case of wagons, lifting / loading into trucks or trailers, carrying / transportation to Stockyard / stacking point, unloading at stacking point, stacking with dunnage underneath as advised by the company in good countable order, product wise, size wise and grade wise, marking and painting of bay nos. and putting up bin-wise painted boards as required by the company and storage in the yard. Material for dunnage shall be provided by the Company. Rates shall be inclusive of charges for security of the material from the stage of dispatch from the Plant, sorting, cost of paint and painting boards. No separate charges shall be payable for these operations.		
1(a)	Wagons received at Public Railway Siding at Faridabad	1	165.19
1(b)	Trucks / Trailers received in the Stockyard by road from Vizag Plant / RINL Stockyards and other locations (including weighment at the Stockyard weighbridge).	1	45.88
2	Removal of material from stack as advised by the company, loading into customers transport / CA's transport after taking tare weight and taking final weighment on weighbridge installed in Stockyard.	1	36.70
3	Removal of materials from stack for stock verification or any other purpose attributable to the Company, loading into trucks/trailers after taking tare weight and taking final weighment on weighbridge installed in Stockyard and restacking the same in good countable order.	1	60.57

S.NO	Description of Item STEEL	Indicative Quantity(MT) per annum (STEEL)	Rate fixed by NSIC for Steel Items in Rs PMT
4	Carrying out various operations as below as per the requirement of the Company on Steel material. The rate shall be deemed to be inclusive of charges for removal from stack, bundling (strapping/tying at minimum 6 places for each bundle) and restacking wherever required. (All strapping materials generated from opening the Coils shall be reused first for bundling. In case no strapping material is available the bundling wire will be used). Bundling wire shall be issued by RINL free of cost.		
4(c)	Bundling of material	1	150.38
5	Deployment of Unskilled labour for executing job assigned by the Executive In charge. (Rate shall be per day of 8 hours per man).	1	513.33

- (1) By submission of the tender, the tenderer accepts the rates fixed by NSIC for all items mentioned at Annexure-1 of Price Bid (Part-C) except item no 1(a) for private siding.

In case of Private siding for item no 1(a) of Annexure 1 of Price Bid of (Part C), lower of the following will be applicable:

- (a) rate finalized for Steel item no 1(a) of Annexure 2 of Price Bid (Part C) or
(b) rate indicated for PI item no 1(a) of annexure 1 of Price Bid (Part C) with Faridabad siding (161.54).
- (2) It may be noted that the above rates are fixed by NSIC and the base date for these items shall be same as the base date of other items of Annexure-2 of Price Bid (Part-C) (to be quoted/awarded)
- (3) In case the rates are finalised for the public siding other than Faridabad, the same rate mentioned above for Pig Iron i.e item 1(a) will be applicable.

SCHEDULE OF RATES (To be quoted by Tenderer in Price bid (Part-C) only but not here)

(Annexure-2 of Price bid (Part-C))

FOR HANDLING AND STORAGE OF IRON AND STEEL MATERIALS OF RINL AT FARIDABAD

S No	Description of Item	Rate (in figures and words)	
		PIG IRON	STEEL
1	<p>Receipt and clearing of consignments, unloading, including hand shunting in case of wagons, lifting / loading into trucks or trailers, carrying / transportation to Stockyard / stacking point, unloading at stacking point, stacking with dunnage underneath as advised by the company in good countable order, product wise, size wise and grade wise, marking and painting of bay nos. and putting up bin-wise painted boards as required by the company and storage in the yard. Material for dunnage shall be provided by the Company. Rates shall be inclusive of charges for security of the material from the stage of dispatch from the Plant, sorting, cost of paint and painting boards. No separate charges shall be payable for these operations.</p> <p>(Rate for the above work shall be quoted separately for consignments received through each of the following)</p>	<p align="center">No rates to be quoted in this space. Detailed rate to be quoted separately for consignments received through each of the following.</p>	

FOR HANDLING AND STORAGE OF IRON AND STEEL MATERIALS OF RINL AT FARIDABAD

	Please fill in the name of the private/public siding for which the rates are quoted for : <div style="border: 1px solid black; width: 250px; height: 30px; margin-left: 100px; margin-top: 10px;"></div>
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SCHEDULE OF RATES (To be quoted by Tenderer in Price bid (Part-C) only but not here)

SL No	Description of Item	Indicative Quantity (MT) per annum	Rates to be quoted by tenderer (in words and figures) Rs/MT	Individual value of each item in Rs (in words and figures) (Indicative qty X Rate)
		STEEL	STEEL	STEEL
1(a)	Wagons received at Public Railway Siding at Ballabgarh/Faridabad (*)	272000	XXXX	XXXX
1(b)	Trucks / Trailors received in the stock yard by road from Vizag Plant / RINL Stockyards and other locations (including weighment at the stockyard weighbridge).	1000	XXXX	XXXX
2	Removal of material from stack as advised by the company, loading into customers transport / CA's transport after taking tare weight and taking final weighment on weighbridge installed in Stockyard.	270000	XXXX	XXXX
3	Removal of materials from stack for stock verification or any other purpose attributable to the Company, loading into trucks/trailors after taking tare weight and taking final weighment on weighbridge installed in Stockyard and restacking the same in good countable order.	8000	XXXX	XXXX

(Signature of Tender issuing Authority)

(Signature and seal of tenderer)

Blank Price Bid-ITT

SCHEDULE OF RATES

**(To be quoted by tenderer in Price bid (part-C) only but not here)
FOR HANDLING AND STORAGE OF IRON & STEEL MATERIALS OF RINL/VSP AT FARIDABAD**

S No	Description of Item	Indicative Quantity per annum(MT) (For steel only) (STEEL)	Rates to be quoted by tenderer(in words and figures)Rs/MT (STEEL)	Individual value of each item in Rs (in words and figures) (Indicative qty X Rate) (STEEL)
4	Carrying out various operations as below as per the requirement of the Company on Steel material. The rate shall be deemed to be inclusive of charges for removal from stack, bundling (strapping/tying at minimum 6 places for each bundle) and restacking wherever required.(All strapping materials generated from opening the Coils shall be reused first for bundling. In case no strapping material is available the bundling wire will be used). Bundling wire shall be issued by RINL free of cost.			
4(a)	Cutting of material into two pieces and bundling the same wherever required (Not applicable for Longitudinal Cutting).	120000	XXXX	XXXX
4(b)	Bending of material and bundling the same wherever required.	100	XXXX	XXXX
4(d) i	Decoiling, straightening and cutting of Plain Wire Rod coils / Rebars in coils into straight length of 9-12 meters and bundling the same.	16320	XXXX	XXXX
4(d) ii	Decoiling, straightening and cutting of Plain Wire Rod coils / Rebars in coils into straight length of 9-12 meters, bending and bundling the same.	7680	XXXX	XXXX
6	Transportation of Steel materials to various destinations.	(please refer Annexure-3 of price bid for details)	The total value, to be arrived from Annexure -3 of Price Bid and filled up here (in words and figures)	
	Total Quoted Contract Value per annum in Rs { $\sum 1(a)+1(b)+2+3+4(a)+4(b)+4(d)(i)+4(d)(ii)+6$ }		(XXXX) In Words (XXXX) In Figures	

(Signature of Tender issuing Authority)

(Signature and seal of tenderer)

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Blank Price Bid-ITT

Seal and Signature of the tenderer

(*)The public siding at Faridabad is the reference railway siding in NIT. If any other public/ private siding quoted by the tenderer is nearer/farther from Faridabad as compared to Faridabad, the freight advantage/disadvantage, if applicable, will be factored in while evaluation of tenders. In other words, incase different tenderers quote for different public/private sidings, the differential freight from Faridabad to the public/private siding(s) quoted by the respective tenderers shall be factored in suitably for like to like price comparison. It may be noted by the tenderers that comparison of quoted rates in case of item 1(a) Rail Receipt shall be as follows accordingly:

For the tenderer quoting Faridabad : Rs Nil

For the tenderer quoting Ballabgarh : Rs Nil (as the same is falling within the same freight zone of Faridabad from Faridabad)

For the tenderer quoting private siding which is nearer from Faridabad as compared to Faridabad : (-) minus Rs (**) per year

For the tenderer quoting private siding which is farther from Faridabad as compared to Faridabad : (+)plus Rs (**) per year

(**)Indicative qty per year X {difference in rail freight (average freight of all seasons, all products) between Faridabad to Faridabad and Faridabad to private siding quoted}.In case the private siding falls within the same freight zone of Faridabad from Faridabad, then the loading factor would be nil.

The above loading procedure shall be applicable while participating in the reverse e auction also.

The name of the Public/private siding specified in the blank price bid (Part-B: Technical Bid) is final and the same name shall be specified by the tenderer in manual price bid (Part-C) also. In case of any mismatch, the siding name given at Part-B shall be final.

In a single tender, the tenderer is allowed to opt for only one siding. However, the tenderers can submit more than one tender in case of offering a different land from alternative siding.

Note: BOQ means Bill of Quantities/Schedule of rates

1. The above rates are inclusive of all taxes, duties, levies and other liabilities which are applicable or which may become applicable to the CA, in connection with discharge of his obligations under this contract, but are exclusive of Goods and Service Tax (GST).

2. The rate for Extra over Item No. 1(a) of BOQ above, (rate fixed by NSIC & given at Annexure-1 above in respect of Pig Iron and Rate to be quoted /awarded by NSIC in respect of Steel, as mentioned at Annexure-2 above), for an additional distance of 1 km or part thereof of alternative siding shall be paid @ Rs 2.14 per KM/MT(subject to revision as per price escalation formula applicable for respective steel and PI items in T&C). The same rate shall be operated for deduction in case the alternative siding is nearer than the Public siding at 1(a).

While operating the item 1(a) (handling of rail receipts at Public siding), the additional lead rate of Rs. 2.14 per KM/MT (subject to revision as per

price escalation formula applicable for respective steel and PI items in T&C) shall also be applicable in case of change in route to Stockyard due to route restrictions imposed by Govt notifications. Payment for extra lead will be made only when route restriction is imposed for 10 hours & above in a day and the restriction period is lasting for 6 months and more. This extra lead payment will be effective from the date of staking claim for payment for extra lead item, following the notification date.

Operation of this item will be felt only during the subsistence of the contract and not during the evaluation stage for deciding the financial ranking and also the said route restriction may not be applicable to all the tenderers who have participated in the tender. To ensure that the position of L-1 tenderer always remain the same, the payment for this item shall be restricted upto the overall contract value of L-2 considering the indicative quantities (and also the factored in differential rail freight (if any) in case different public siding is offered) vis a vis the L-1 contract value considering the indicative quantities and also extra lead implication for item 1(a) i.e. handling rate for rail receipts at Public siding (including escalation if any).

3. The tenderer shall quote their rates against each individual item (in words and figures) of BOQ mentioned at Annexure-2 above. Items where the indicative quantity is 1MT and Fixed rates are given by NSIC as mentioned at Annexure-1 above will not be considered for evaluation purpose / financial ranking purpose.

4. In case of any discrepancy between rate quoted in figures and words, the rate quoted in words will prevail.

5. By submission of the tender, it is implied that the tenderer has accepted the Fixed Rates declared by NSIC for the items (mentioned at Annexure-1 of Price Bid (Part-C) above) where the indicative quantities are mentioned as 1MT.

6. The tenderer has to arrive at the total contract value by adding the value of all individual items (mentioned at Annexure-2 above). In case of any error between total contract value quoted in BOQ and sum of individual value of each item of BOQ, the lower of either total contract value quoted in the BOQ or sum of individual value of each item of BOQ would be considered .In case total contract value quoted is lower, the difference would be adjusted proportionately on each individual item of BOQ (mentioned at Annexure-2 above) for arriving at the individual item rate. The BOQ items for which Fixed Rate is provided by NSIC (mentioned at Annexure-1 above), proportionate adjustment will not be done.

7. In case of any error in arriving at the value of individual items (mentioned at Annexure-2 above), while multiplying the individual item rates with respective indicative quantities, the rate/amount that is advantageous to the Company shall be considered.

8. All the tenderers are expected to quote the rates of all the individual items of BOQ (mentioned at Annexure-2 above) in figures and words. In case the rate is not quoted for any one of the items (mentioned at Annexure-2 above) such offers will be summarily rejected.

9. For final evaluation of the tender, please refer to clause no 44 and 45 of Instructions to tenderer. For illustration please refer Annexure-4 of price bid (Part-C).

ANNEXURE - 3 of Price Bid (Part-C)

S. no	Category name	Distance range	Indicative Qty (Truck+ Trailer) for various locations within the category per annum (MTs)	Indicative Distance for the slab(KMs) (Minimum of the slab range)	Rate quoted by the tenderer for truck/trailer (Rs./MT/KM)	Transportation Value (Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	7= (4)x(5)x(6)
1	Category A	> 50 KM to 100 KM	2189	50	<i>R1(to be quoted by tenderer)</i>	A= R1*109450
2	Category B	> 100 KM to 300 KM	889	100	<i>R2(-do-)</i>	B=R2*88900
3	Category C	> 300 KM to 500 KM	84	300	<i>R3(-do-)</i>	C=R3*25200
4	Category D	> 500 KM	42	500	<i>R4(-do-)</i>	D=R4*21000
Total Item value for Road Transportation			(In figures)	Total=A+B+C+D=		
(Sum of Values of all rows under column no. (7) above):			(In words)	(Rupees..... only)		

Note

- 1.0
- The Rates in Rs per KM per MT i.e. R1, R2, R3 and R4 shall be filled in both Figures & Words by tenderer.
 - The sub contract Value A, B, C and D shall be filled in both Figures & Words by tenderer.
 - The Total contract value for item no 6 shall be the cumulative of A, B, C and D which shall be filled in figures and words. The total contract value thus arrived shall be filled against Item no 6 in BOQ at Annexure 2 of Price Bid (Part-C).
 - In case of any discrepancy between words & figures, the rates filled in words will prevail.
 - In case of any error in arriving at the individual sub contract values viz A, B, C and D (i.e. while multiplying the respective per MT-KM with the rate in Rs/KM/MT) or while totaling the individual sub contract values, the rate/amount that is advantageous to the Company shall be considered. The individual rates viz R1, R2, R3 and R4 shall be apportioned /adjusted accordingly.
 - In case of any discrepancy while filling the value against Item No 6 in BOQ, (at Annexure-2 of price bid) ,the lower of the value arrived at above or the value filled against Item No 6 in BOQ shall be considered, for item No 6.The individual rates viz R1,R2,R3 and R4 shall be apportioned /adjusted accordingly.

By submission of tender, the tenderer conveys their consent to carry out transportation work for all the distance categories mentioned in the NIT and for any number of new destinations and also for any other transportation work (like bringing back customer rejected material to the Stockyard etc.) that may be added by NSIC, NSIC from time to time, during the contract. The relevant transportation rate quoted/awarded (per KM/MT) as per the above categories shall be applicable for new destinations/ any other transportation work that may be added by NSIC from time to time. In

case of existing destinations/ new destinations or any other transportation work that may be added by NSIC from time to time, which are upto 50 KMs, the payment shall be made for 50 KMs as per the rate quoted/awarded under the category of >50 KM to 100 KM range. In case of future route restrictions & new routes etc. while operating transportation work, the actual distance travelled will be considered based on CA's claim for the same and supplemented by Govt notification. The distance thus may become higher or shorter depending upon the type of restriction and the payment will be made accordingly.

Distances for all destinations are arrived based upon the distance and route maps shown in the website www.mapsofindia.com or any government notifications and after due adjustments of the local distances and the same shall be mentioned in the Transportation Work Order (TWO) / Delivery Order (DO)/Stock Transfer Advice (STA). By submission of tender, the tenderer conveys their consent to accept the distance calculation made by NSIC, NSIC as final and binding for the contract.

The rates awarded (item no 6 of BOQ) shall be applicable for transportation of material from the originating station to the destination station.

Quantities may vary to any extent on either side for the above locations and there will be no restriction on quantities for the new locations.

In case unloading of materials at destination station is required to be arranged by the CA as per the DO the CA shall be paid Rs.30/- (Rupees thirty only) per MT over and above the rates mentioned above.

Acceptance of the tenderer

We here by giving our acceptance and familiarity to NSIC's tendering system of quoting individual rates and item wise contract value and total contract value and the evaluation of tender, as mentioned in the said NIT.

We further accept that the rates quoted in the price bid (Part-c) are for the public siding* at ----- or Private siding* at

In case of any mismatch with Part-C (Price bid), the siding name given herein above shall be final.

Seal & Signature of the tenderer

***Strike off whichever is not applicable**

Blank Price Bid - ITT**Checklist for the help of the tenderer****(A) Part - A:**

The following documents are to be submitted in Part-A in a separate sealed cover.

S.no	Description	Submitted (Yes/No)
1	EMD in the form of DD/PO/BG	
2	Cost of tender documents in the form of DD/PO in case downloaded from website	
3	Letter confirming that all the items, including the item for transportation, has been quoted in the Schedule of Rates (mentioned at Annexure-2 of Price bid (Part-C))	

(B) Part - B (5 sets = 1 Original + 4 Copies):

The following documents are to be submitted in Part-B in a separate sealed cover.

S.No	Description	Original/ Notarised/ Attested by Gazetted Govt. Servant	Submitted (Yes/No)
1	Covering Letter duly signed	Original	
2	Tender form duly signed	Original	
3	Declaration of Particulars duly signed on all pages	Original	
4	Tender documents issued by NSIC/NSIC (or) Tender documents downloaded from NSIC's website duly signed on all pages	Original	
5	Experience Certificate as per the prescribed format	Original	
6	Photocopies of work order(s) / Agreement(s) and TDS certificates in support of experience, in case the employer is a private party	Notarised/ Attested by Gazetted Govt. Servant	
7	(a) Photocopies of audited Balance sheets	Notarised/ Attested by Gazetted Govt. Servant	
	(b) P/L account certified by CA	Notarised/ Attested by Gazetted Govt. Servant	
	(c) Proof of Turnover for the last 5 FYs (CA certificate)	Original / Notarised/ Attested by Gazetted Govt. Servant	
8	(a) Details of land proposed for the stockyard along with dimensional sketch	Notarised/ Attested by Gazetted Govt. Servant	
	(b) PT survey report for the land area offered	Notarised/ Attested by Gazetted Govt. Servant	

8	(c)	<p>Copy of Land utilization certificate / Land conversion certificate / No Objection Certificate / Any Govt Notification issued by competent authority of State Govt.(as specified in 24 of ITT) based on which the land proposed can be used for storage of Iron and Steel materials (OR) an Affidavit as per Annexure-III mentioning that the documents in this regard will be submitted within 90 days from the date of LOA</p>	<p>Notarised/ Attested by Gazetted Govt. Servant</p> <p>On Non- Judicial stamp paper of not below Rs.100/- (Duly notarised)</p>	
9 Land documents as stipulated at clause no. 18,19,21&22 of ITT				
a)		<p>In case of own land: Photocopy of Title Deed (Registered Sale Deed / Revenue Record) in the name of the tenderer</p>	<p>Notarised/ Attested by Gazetted Govt. Servant</p>	
b)		<p>In case of leased land for 9 years period: A registered Lease / Sub lease deed from the land owner (lessor) for a period covering at least 9(Nine) years from the last date for submission of the offers in favour of the tenderer for usage as Iron and Steel Stockyard (along with a photocopy of title deed in the name of the land owner in both the cases and in case of Sub-lease, photocopy of the parent lease deed, with the lessor) in case of leased land.</p>	<p>Notarised/ Attested by Gazetted Govt. Servant</p>	
c)		<p>In case of leased land for 1 year period: A registered / unregistered lease / sub-lease agreement (along with a photocopy of title deed in the name of the land owner in both the cases and in case of Sub-lease, photocopy of the parent lease deed, with the lessor) for a period of minimum one year with the condition therein for execution and registration of the lease /sub lease</p>	<p>Notarised/ Attested by Gazetted Govt. Servant</p>	

9		deed for a period of 9 years for usage as Iron & Steel stockyard in the event of tenderer being awarded the CA contract by NSIC.		
	d)	Photocopy of "License" or other equivalent/ similar document issued by a Govt. Dept/PSU	Notarised/ Attested by Gazetted Govt. Servant	
	e)	In case of 9(c): Affidavit as stipulated at clause no. 19 of ITT	Notarised/ Attested by Gazetted Govt. Servant	
	f)	Photocopy of NIL EC /mortgages as specified in Clause No Clause No 22 of ITT. (or) an affidavit mentioning that the same shall be released within 60 days from the date of LOA as specified in Clause No 22 of ITT.	Notarised/ Attested by Gazetted Govt. Servant on Non- Judicial stamp paper of not below Rs.100/- (Duly notarised)	
	g)	A self undertaking stating that the land shall be kept free of any encumbrance / mortgage during the entire tenure of the contract as mentioned at clause no. 22 of ITT	Original	
10		Photocopy of PF registration Certificate (or) an undertaking to submit the same before commencement of work of the contract	Notarised/ Attested by Gazetted Govt. Servant	
			Original	
11		Photocopy of ESI Registration Certificate (if applicable) (or) an undertaking to submit the same before commencement of work of the contract	Notarised/ Attested by Gazetted Govt. Servant	
			Original	
12		Photocopy of GST registration Certificate	Notarised/ Attested by Gazetted Govt. Servant	
13		Affidavit as per clause no 34.1 of ITT mentioning that tenderer is not under liquidation or court receivership etc.	Notarised Original	
14		Financial standing reference letter from the Banker as per Annexure-IV of NIT	Original	
15		List of equipments proposed to be deployed	Original	

16	Photocopies of Ownership documents of Tyre mounted mobile cranes along with an undertaking as mentioned at clause no 25 / 27 of ITT (or) Affidavit on non-judicial stamp paper (not below Rs. 100/-) for submission of ownership documents within 60 days from the date of LOA as stipulated at clause no 25/ 27 of ITT		Notarised/ Attested by Gazetted Govt. Servant	
			Original	
17	Detailed proposal giving description, number, make and capacity of Decoiling /Straightening and Cutting machines to be deployed as per clause 32 of ITT.		Original	
18	Blank price bid format duly signed on all pages		Original	
19	Integrity Pact format duly signed on all pages (along with witnesses signatures)		Original	
20	Undertaking/declaration by the tenderer regarding exclusive deployment of Cranes for NSIC as per clause no. 28 of ITT		Original	
21	Affidavit for Replacement of cranes older than 5 years as per clause no. 26 of ITT		On Non- Judicial stamp paper of not below Rs.100/- (duly notarised)	
22	Details of the tenderer:	a) In case of Partnership Firms	Copies of Partnership Deed	Notarised/ Attested by Gazetted Govt. Servant
			Copy of Certificate of Registration of the Firm	Notarised/ Attested by Gazetted Govt. Servant
		b) In case of Companies	Copy of Memorandum & Articles of Association	Notarised/ Attested by Gazetted Govt. Servant
			Copy of Certificate of Incorporation/ Commencement of business	Notarised/ Attested by Gazetted Govt. Servant
23	List of Assets/properties owned privately by the Proprietor / Partner(s)/ Director(s) with values		Original	
24	Banker' letter in case overdraft / cash credit limit is sanctioned by any Public Sector Banks		Original / Notarised/ Attested by Gazetted Govt. Servant	
25	Copy of Income Tax Permanent Account No			

(C) Part - C: Price Bid

S. No	Description	Submitted (Yes/No)
1	Price bid is submitted in a separate sealed cover	

NSIC VIGILANCE: TOLL FREE NO. 1800425 8878

NATIONAL SMALL INDUSTRIES
CORPORATION LIMITED.
BRANCH OFFICE FARIDABAD

TENDER FORM

From

To
SR. BRANCH MANAGER
NATIONAL SMALL INDUSTRIES CORPORATION
LIMITED
BRANCH OFFICE
FARIDABAD -121001

Dear Sir,

Sub: Tender for appointment of Consignment Agency for handling and storage of Iron and Steel materials of RINL/VSP at FARIDABAD and transportation of Steel consignments from Stockyard to customer premises/other Stockyards of RINL/VSP.

In response to your tender notice no.....dtd. inviting offers for appointment of Consignment Agent for handling and storage of iron and steel materials of NSIC at FARIDABAD and transportation of Steel consignments from Stockyard to customer premises /other Stockyards of RINL/VSP, I/We.....a Company / partnership firm / an association / sole proprietor (in the case of a firm, an association or a syndicate, please set out here full names of all partners or members) carrying business athereby submit our offer in the prescribed proforma at the rates quoted in the Schedules enclosed in a separate sealed cover.

I/we agree that this offer shall be valid for a period of 5 (five) months from the last date for submission of tender.

I/we also agree that in case NSIC finalizes this tender through online competitive bidding i.e. reverse E auction, our contract value quoted in online bidding shall be valid for a period of 4 months from the date of online bidding.

I/we hereby declare that we have read and understood and agreed to abide by and fulfill your terms and conditions of contract for handling and storage of iron and steel materials of RINL/VSP which shall be deemed to form an integral part of this offer and I/we return herewith one copy thereof duly attested on each page as token of my/our acceptance thereof.

I/we hereby further agree to notify you at any time whether before or after acceptance of my/our tender of any change in the constitution of

my/our firm, association/syndicate, either by death, exclusion or retirement of any partner or member or by the admission of a new partner or member (this clause shall apply where the tenderer is a firm/association or syndicate).

I/we enclose herewith an account payee Demand Draft / Pay Order on Bank for Rs. (Rupees..... only) in favour of NATIONAL SMALL INDUSTRIES CORPORATION LIMITED, BRANCH OFFICE FARIDABAD, payable at Faridabad or BG for an amount of Rs issued by (name of the Banker) in favour of NSIC/BRANCH OFFICE FARIDABAD as per the format prescribed at Annexure-V being Earnest Money Deposit.

I/We hereby declare that this tender on acceptance communicated by you shall constitute a valid and binding contract between us.

Date:

Yours faithfully,

Encl: Terms and conditions of Contract and Schedule of Rates duly signed with seal on each page in two separate sealed envelopes.

Seal and Signature of the tenderer

**NATIONAL SMALL INDUSTRIES
CORPORATION LIMITED. BRANCH
OFFICE FARIDABAD**

DECLARATION OF PARTICULARS

- 1 Details of tenderer:
- A) In the case of Proprietary Firms
- i) Name, style and address of the :
Firm
- ii) Full Name and address of the :
Proprietor
- B) In case of Partnership Firms:
- i) Name, style and address of the :
Firm
- ii) Full Name, Address & Share of
each Partner (Copies of
Partnership Deed and Certificate
of Registration of the Firm to
be submitted)
- C) In case of companies:
- i) Name, style and registered
address of the Company
- ii) Full name and addresses of all :
the Directors (Copies of
Memorandum and Articles of
Association and certificate of
incorporation / commencement of
business to be submitted)
- iii) Provision of Memorandum of :
Association for the nature of
business covered in the tender
- iv) Authorized, Subscribed & Paid :
up capital
- 2 Assets / properties owned :
privately by the Proprietor /
Partner(s) / Director(s) with
values (List to be furnished)
- 3 Details of activities of the :
Firm/ Company in the past and
present
- 4 Are you (Firm / Company) having

experience in operating all activities of unloading, from trucks/trailers/rakes etc stacking, loading etc. from the stage of receipt of material to the stage of dispatch of material in respect of handling of Pig Iron and/or Steel materials (semis& finished products)/ Heavy machinery /any metal products in any one of the preceding five financial years or in the current financial year? If yes, indicate the details of experience indicating clearly tonnage delivered / dispatched during the preceding five financial years and the current financial year (Certificates to be submitted).

Quantity handled in 2014-15	:	MT
2015-16	:	MT
2016-17	:	MT
2017-18	:	MT
2018-19	:	MT
2019-20	:	MT

5. Turnover during each of the last five financial years (proof to be submitted)

Turnover in	2014-15	:	Rs.
	2015-16	:	Rs.
	2016-17	:	Rs.
	2017-18	:	Rs.
	2018-19	:	Rs.

6 Profits in the last five financial years

Profits in	2014-15	:	Rs.
	2015-16	:	Rs.
	2016-17	:	Rs.
	2017-18	:	Rs.
	2018-19	:	Rs.

7 What is your Income Tax Permanent Account No? :

8 Are you doing business in any :

other name? If so, details thereof and extent of interest of your Directors / Partners / Sole Proprietor, in that business?

- 9 Are you / your partners / directors having any relatives working in NSIC, NSIC? If so, furnish details. :
- 10 Name and address of your Bankers : :
- 11 Do you have any overdraft / cash credit limit from any of the Public Sector Banks? If so, amount thereof along with a copy of Banker's letter to that effect to be submitted. :
- 12 Bank reference (A certificate from the Bankers of the tenderer about financial soundness of the firm is to be enclosed) :
- 13 Are you under liquidation or court receivership or similar proceedings or debarred/blacklisted from participation in tenders by Government Departments and Public Sector Undertakings? or Does any of your Directors / proprietor / partners, who got tainted in course of conducting business with NSIC/NSIC earlier and as well as other Government Departments/Public Sector Undertakings, have controlling interest in your Organization? :
- 14 Has your financial net worth been negative during the preceding three financial years? :
- 15 Are you having or would you be having more than three Consignment Agency / Handling contracts for the period beyond 31/12/2019 at stockyards of NSIC? :
- 16 Are you having or would you be having more than one Consignment Agency / Handling Contract as on the date of opening this tender for handling of Iron & Steel materials in Stockyard of any other Main Producers of Steel viz. SAIL, TISCO, JSPL, JSWL, :

ESSAR STEELS and ISPAT INDUSTRIES LIMITED at the location for which tender is invited? (notarized affidavit is to be submitted against Points-13,14,15 & 16 above)

- 17 Have you got land for the purpose envisaged in the tender? :
- a) Do you own this land or do you hold it under a lease? :
- b) Is it in your possession at present? :
- c) Is it being utilized for any other purpose? If so details :
- d) (i) Give details of location, shape and dimensions (Plan / sketch, indicating landmarks for identification to be provided along with plain table (PT) survey report). :
- ii) Address/ Survey Nos./Plot No. of the land
- e) Is it a leveled land?
- f) Is there any covered go-down for office on the land? If so give details and dimensions :
- g) Are there any roads in the land for smooth movement of trucks / trailers / mobile cranes? :
- h) How much material can be stacked at a time in the open and covered godown? (if any). :
- i) Is the land within Octroi territory? If so, what is the rate of Octroi duty for Iron and Steel?
- j) Is the land permitted to be used for storage of Iron and Steel materials? (Attach copy of Land Utilization Certificate /Land Conversion Certificate /No Objection Certificate/Any Govt notification issued by competent authority of State Government (Director General of Directorate of Town and Country Planning, Haryana for land situated under the scheme of Master Plan or Out of Municipal Area/ Director

General of Directorate of Urban local Bodies, Haryana for land situated within the limit of Municipal Area) based on which the land proposed can be used for storage of Iron and Steel materials). If the same is not available, an affidavit on Rs. 100/- non judicial stamp paper shall be furnished, stating that these certificates shall be submitted within 90 days from the date of LOA, failing which the LOA shall stand withdrawn and EMD and SD will be forfeited as detailed at Clause No 24 of ITT.

k) Is the land offered is free from equitable mortgage / registered mortgage / encumbrances as on date of submitting tender (Attach copy of nil encumbrances, mortgages certificate). If the same is not available, an affidavit on Rs 100/- non judicial stamp paper shall be furnished, stating that the same shall be released within 60 days from the date of LOA failing which the LOA shall stand withdrawn and EMD and SD will be forfeited as detailed at Clause No 22 of ITT.

l) Does the land offered for Stockyard has motorable access from the Main Road?

m) Is the land offered for non-agricultural use only?

18 Is there any Railway Siding in the land?

a) If so, length, capacity, number of lines, engine escape, platform etc.

b) If there is no Railway Siding in the land, which is the nearest Public Railway Booking point and its distance from the land.

19 Have you got a road weighbridge? Indicate make, capacity and date of last certification by Weights & Measures Authorities?

20 If you do not have a road weighbridge, how soon can you

arrange to install one as per requirement?

- 21 Do you have any other weighing equipment like weighing scales? Give details?
- 22 Do you have, own 50% of tyre mounted mobile cranes as specified in the appendix to terms and conditions of contract, (rounded off to higher number in case 50% works out to be a fraction) each capable of handling heavy consignments of Iron & Steel materials up to 8 to 10 MT or more. Furnish details of Make, Capacity, Registration No. etc. and a notarized affidavit as stipulated at clause 26 of ITT. Documents in Proof of ownership are to be submitted along with tender). If the same are not available, an affidavit on Rs 100/- non judicial stamp paper shall be furnished, stating that the same shall be submitted within 60 days from the date of LOA failing which the EMD and SD will be forfeited as detailed at Clause No.25&27 of ITT.
- 23 For balance, how do you propose to mobilize them?
- 24 Do you own any trucks, trailers, forklifts etc? If so, furnish details of Make, Capacity, Registration No. etc.
- 25 If you are not owning the same, please indicate the plan for mobilizing them.
- 26 Do you have adequate labour and supervisory personnel to carry out simultaneously all operations like unloading from wagons / trucks / trailers, transportation from siding to the stacking point, stacking, weighments, delivery (including Free on road (FOR) deliveries and Inter Branch Stock transfer (IBST) to other Stockyards of NSIC), cutting / bending, watch and ward and all related clerical / book keeping

work?

- 27 Have you submitted a detailed proposal giving description, number, make and capacity of Decoiling/Straightening and Cutting machines to be deployed (subject to minimum 2 nos of machines of capacity not less than 10 MT per day on single shift operation basis), in order to ensure output of at least 8.3% per month of the annual indicative quantities mentioned against item 4(d)(i)&4(d)(ii) put together in Annexure-1 of ITT with a grace provision of (-1%) to accommodate eventualities like maintenance, breakdown of machinery and labour problems etc.
- 28 Are you registered with PF Authorities? (Copy of registration certificate from PF authorities to be enclosed in Part-B) If the same is not available, a letter of undertaking to furnish the same before commencement of the work of the contract is to be submitted. Copies of PF Challan / Application for PF Registration/Acknowledgement for the application of PF Registration/Sub Contractor's PF Registration etc. will not be considered.
- 29 Are you registered with GST Authorities in any one place? (Copy of registration certificate in any one place to be enclosed)?
- 30 Are you registered with ESI Authorities? Copy of Registration Certificate from ESI Authorities to be enclosed (If the same is not available, a letter of undertaking to furnish the same before commencement of work of the contract is to be submitted)

For

Signature _____
Full Name _____

Date:

Seal/Rubber Stamp

NATIONAL SMALL INDUSTRIES
CORPORATION LIMITED. BRANCH
OFFICE FARIDABAD

FORM OF AGREEMENT

This Agreement made this..... day of Two Thousand_ between NATIONAL SMALL INDUSTRIES CORPORATION LIMITED, BRANCH OFFICE FARIDABAD, a Company registered under the Companies Act 1956 having its head office at NSIC BHawan, Okhla Industrial Estate, New Delhi - 110020, hereinafter called the "Company" (which expression shall, unless excluded by or repugnant to the context, include its successors and assigns) of ONE PART and M/s.....an existing Company or a Company registered under the Companies Act 1956 having its registered office at..... hereinafter called the "Consignment Agent" (which expression shall, unless excluded by or repugnant to the context, include its successors or assigns) of the OTHER PART.

Whereas pursuant to the Company's advertisement inviting offer for handling and storage of Iron and Steel materials at FARIDABAD and transportation of Steel consignments from Stockyard to customer premises/other Stockyards of RINL/VSP _____ the Consignment Agent vide his letter no _____ dated. _____ offered to do the job. And whereas by its letter no. _____ dated. _____ the Company accepted the offer of the Consignment Agent and whereas it is necessary and expedient to set out the terms and conditions of appointment in an instrument in writing.

NOW THESE PRESENTS witness and it is hereby agreed to and declared by and between the parties as follows:

1. In consideration of the payments to be made at the time and upon the terms and conditions as hereinafter mentioned, the Consignment Agent covenants and agrees with the Company that the Consignment Agent shall undertake the job of handling and storage of Iron and Steel materials of the Company and transportation of Steel consignments from Stockyard to customer premises/other Stockyards of RINL/VSP on the terms, stipulations and conditions and in such manner and in all respects as are mentioned in the annexure hereto and the Consignment Agent agrees to do and perform all such acts, works or jobs as are mentioned or described in the said annexure or as may be reasonably necessary or incidental for completion of such acts, works or jobs in accordance with the true intent and meaning thereof in the manner and subject to the terms and conditions and stipulations as herein mentioned.
2. The documents set out below and hereto annexed marked respectively Annexure I to XI shall form part of the Contract for the purpose of construction, interpretation of the effect and scope of the Contract Terms and Conditions.

Annexure-I : Letter of Acceptance No.....
Dated..... from the Company

Annexure-II : Letter no. Date. from
M/s.....

Annexure-III : Notice Inviting Tender

- Annexure-IV : Instructions to tenderers
- Annexure-V : Tender form
- Annexure-VI : Declaration of particulars
- Annexure-VII : Form of Agreement
- Annexure-VIII: Terms and Conditions of Contract for Handling and storage of Iron and Steel materials of Rashtriya Ispat Nigam Limited at FARIDABAD and transportation of Steel consignments from Stockyard to customer premises/other Stockyards of RINL/VSP on Consignment Agency basis.
- Annexure-IX : Schedule of Rates
- Annexure-X : Integrity Pact
- Annexure-XI : All relevant pages extracted from Reverse e-Auction process, if any

3. In consideration of the due performance, execution and completion of the works covered by this Agreement the Company covenants and agrees to pay the Consignment Agent at the agreed rates as aforesaid but subject in all respects to the Conditions of Contract contained in Annexure I to XI.
4. The contract shall be effective from and shall remain in force for a period of 7 (seven) years with provision for extension (i) for another period of 1 year or (ii) till finalization of new contract whichever is earlier, unless terminated earlier by the Company.
5. The contents of the correspondence between the parties hereto in respect of the contract except in so far as they have been specially incorporated in the Annexure hereto shall not in any way affect this Agreement which will in all respects be governed by the provisions contained herein and the Annexure hereto. There is no other Agreement or understanding between the parties in respect of anything said or done in connection with the Agreement apart from the contents of these presents or the said Annexure hereto.
6. No modification or amendment of this Agreement shall be valid and binding between the parties unless the same is made in writing and is signed by the parties and termed as amendment to this Agreement.
7. Failure to enforce any of the terms and conditions contained in this Agreement shall not operate as a waiver of the terms or breach thereof.
8. In case of any conflict between the Annexure-III to XI, the Terms and Conditions of Contract at Annexure-VIII will prevail. Mutually agreed deviations to the terms and conditions as contained in Letter of Acceptance at Annexure-I shall prevail over Annexure-III to XI.
9. All disputes arising out of or in any way connected with the Agreement shall be deemed to have arisen in Andhra Pradesh and only the Courts in Andhra Pradesh shall have jurisdiction to determine the same.

IN WITNESS WHEREOF both parties have set their hands and subscribed their signature to this instrument after fully going through the contents hereof and after fully understanding the implications and significance.

Signed, Sealed and Delivered for and on behalf of NATIONAL SMALL INDUSTRIES CORPORATION LIMITEDat

Witness:
Name and Address

Signed, Sealed and Delivered for and on behalf of M/s.

Witness:
Name and Address

NATIONAL SMALL INDUSTRIES
CORPORATION LIMITED.
BRANCH OFFICE FARIDABAD

TERMS AND CONDITIONS OF CONTRACT FOR HANDLING AND STORAGE OF IRON AND STEEL MATERIALS OF RINL/VSP AT FARIDABAD AND TRANSPORTATION OF STEEL CONSIGNMENTS FROM STOCKYARD TO CUSTOMER PREMISES/OTHER STOCKYARDS OF RINL/VSP ON CONSIGNMENT AGENCY BASIS.

Clause-1

In the Contract the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires:

- i) The "Company" shall mean NATIONAL SMALL INDUSTRIES CORPORATION LIMITED, BRANCH OFFICE FARIDABAD, having its head office at NSIC BHawan, Okhla Industrial Estate, New Delhi - 110020 and includes its representatives, successors and assigns.
- ii) The word "Consignment Agent" shall mean the person / persons / firm or Company whose tender has been accepted by the Company and includes the Consignment Agent's representative(s), successors and permitted assignees.
- iii) "Yard" shall mean the Stockyard/ Stockyard of the consignment Agent approved by the Company for storage of Company's materials.
- iv) "Company's materials" / "materials" shall mean Iron and Steel materials dispatched from Company's Plant at Faridabad and / or imported material / materials from other Stockyards / locations or other Iron and Steel materials received from time to time in the Stockyard on Company's account.
- v) "Branch Sales Office (BSO)" / "Branch Office" shall mean the office of the Company located/assigned to control the sale of materials from the said yard.
- vi) The word "Executive In charge" shall mean the Senior Branch Manager/Branch Manager In charge of the respective Branch Sales office as communicated by the Company from time to time.
- vii) The word "Consignment Agent 's Manager or " CA Manager" shall mean the Authorized representative of Consignment Agent who is posted in the Stockyard as their whole time employee and is responsible to receive instructions from company from time to time and ensure due compliance of the same towards satisfactory performance of the contract. The Consignment Agent shall designate the "CA Manager" at the beginning of the Contract through a written Communication to the Company and also will notify the Company in the same manner, in case of any change.
- viii) The word "Fine" wherever it occurs shall mean a sum of money to be imposed by the company in the event of non compliance of a contractual obligation by the Consignment Agent.

Clause -2

The Contract shall be effective from the date of letter of acceptance(LOA) of the tender for a period of 7 (seven) years, with

provision for extension (i) for another period of 1 year or (ii) till finalization of new contract whichever is earlier, at the option of the Company. The extension shall be on existing terms and conditions of contract and the rates payable shall be the existing contract rates (with base date for price variation as per the existing contract) or the rates in the new contract (with base date for price variation as per the new contract), whichever is lower. No disputes on this account shall be raised by the tenderer and no dispute shall be entertained by the Company on this account. However, the Company shall have the option to terminate the Contract at any time during the period of the Contract by giving one month written notice without assigning any reason. No compensation shall be payable on this account. In case the new tender rates are higher than the existing rates, NSIC/NSIC will continue with the existing contract, till the expiry of extension period of 1 year, after which the new contract will come into effect. No disputes on this account shall be raised by the tenderer and no dispute shall be entertained by the Company on this account.

Submission of Licenses /Registration Certificates /Insurance Policies etc. pertaining to engagement of Labour and Statutory matters

Before commencement of work of the contract, the Consignment Agent shall submit the following documents to the Executive In charge:

(i) On receipt of the Work Order/Letter of Acceptance (LOA), the Consignment Agent shall provide all the necessary details to the Executive In charge, based on which the Executive In charge, in the capacity of Principal Employer, will issue **Form III**, in favour of the Consignment Agent. The Consignment Agent shall be required to register himself, with the Labour Department, Ministry of Labour & Employment, Government of India, under whose jurisdiction the location of the Stockyard is covered as per the provisions of Contract Labour (Regulations and Abolition) Act 1970 and Contract Labour (Regulation and Abolition) Central Rules 1971 framed there under (including amendments thereof). If the Number of Labourers engaged is 20 or above, the Consignment Agent shall obtain a Labour License, and submits a copy of the same to the Executive In charge before commencement of work of the contract.

(ii) In case, at the time of commencement of work of the contract, the number of labourers engaged by the Consignment Agent is less than 20, the Consignment Agent will be required to obtain a labour license, as and when the number of labourers engaged exceeds 20, and submits a copy of the same to the Executive In charge.

(iii) If a copy of PF Registration Certificate issued by PF Authorities in favour of the Consignment Agent, indicating the PF Code No, is not submitted at the time of submission of the tender, the same may be submitted to the Executive In charge before commencement of work of the contract.

(iv) If a copy of ESI Registration Certificate issued by ESI Authorities in favour of the Consignment Agent, indicating the ESI Code No, is not submitted at the time of submission of the tender, the same may be submitted to the Executive In charge before commencement of work of the contract. If ESI coverage is not available in a state, the Employees' Compensation Act, 1923 shall be applicable for the workmen engaged by the Consignment Agent and the Consignment Agent shall be required to obtain Insurance under the Indian Workmen Compensation Act, to cover all the

employees including the contract Labour and submit copies of such Insurance Policies to the Executive In charge, before commencement of work of the contract.

(v) The Consignment Agent shall obtain Insurance policy and submit a copy of the same to the Executive In charge, covering ex gratia payment of Rs 5,00,000/- (Rupees Five Lakhs Only) for deaths arising out of accidents on duty to the contract labour engaged by him. The Consignment Agent shall be required to submit copies of such Insurance Policies to the Executive In charge, before commencement of work of the contract. This Insurance is in addition to the statutory Insurances under Employees' State Insurance Act, 1948/Employees' compensation Act, 1923, Public Liability Insurance Policy (Third Party Insurance) or any other insurance taken by the Consignment Agent or any other agency to cover the workmen. The Consignment Agent shall update and renew such insurance policies from time to time to ensure that the same are kept valid throughout the period of contract.

(vi) The Consignment Agent shall obtain Third Party Insurance policy (Public Liability Insurance Policy) for Rs 50,000/- (Rupees Fifty Thousand only) and submit a copy of the same to the Executive In charge before commencement of work of the contract.

Clause-3

The Consignment Agent shall be required to furnish Security Deposit for the amount as given in the appendix by way of Bank Guarantee in the format enclosed at Annexure-B issued by a Scheduled Bank for proper performance of his obligations under this contract within 30 (thirty) days from the date of LOA. Bank Guarantee shall remain valid for a period of one year beyond the date of the expiry of the contract. The Consignment Agent may furnish one or more Bank Guarantee(s). Material will be dispatched only after submission of Security Deposit by Consignment Agent. The Security Deposit shall not carry any interest.

The Bank Guarantee may be submitted initially for a period of 3 (three) years, subject to extension of the same for 5 (five) more years later in stages of 3 years and 2 years, in that order. The extension of Bank Guarantee should be done at least three months ahead of the date of expiry. In case of extension of contract, the BG shall be extended for one more year from the date of its last extended period (except in case of the BGs submitted for 8 years at a time). In case the BG is submitted initially for 8 years period, the same shall be extended for one more year.

In case the Consignment Agent fails to furnish the Security Deposit within the specified period of 30 (thirty) days from the date of LOA, a fine of Rupees one lakh per week or part thereof for delayed submission of BG beyond the specified period of 30 days from the date of LOA will be levied. In case of failure of the Consignment Agent to submit the Security Deposit at the end of 45 days from the date of LOA, the Company shall forfeit the EMD and terminate the contract at the risk and cost of the successful tenderer.

In case of any loss / damage suffered by the Company due to any negligence / failure or non-performance on the part of the Consignment Agent of any of the provisions of the agreement the Company reserves the right to recover such losses and damages from the Consignment Agent by

adjusting from Consignment Agent's bills or by encashing the Bank Guarantee furnished by the Consignment Agent.

The decision of the Company as to the amount of the loss / damage suffered by the Company in such cases shall be final and binding on the Consignment Agent. The recoveries set out above shall be without prejudice to the rights of the Company under the agreement or under law.

In the event of the Bank Guarantee being inadequate or wholly forfeited the balance of the total sum recoverable shall be deducted from any sum due to the Consignment Agent under any other Contract with the Company. Should such sum also be not sufficient to cover the full amount recoverable the Consignment Agent shall on demand pay the balance due to the Company and it shall be deemed a debt due from the Consignment Agent to the Company and shall be recovered accordingly.

The Bank Guarantee shall be released only after the expiry / termination of the Contract and satisfactory performance of the work and on completion of all the obligations by the Consignment Agent under the terms and conditions of the Contract. The decision of the Company regarding satisfactory completion of the work is final and binding on the parties. Before release of the Bank Guarantee the Consignment Agent shall submit a "No Claim Certificate" in the format at Annexure-E to the effect that no claim by him is pending for consideration by the Company and there are no claims by him on the Railways / on him by the Railways. The Consignment Agent shall also submit certificates from Railways and Statutory Authorities like Income Tax and Labour Department confirming that there are no pending demands.

Clause-4

The Consignment Agent shall execute Indemnity and Custody Bond as per proforma at Annexure-D within 3 (three) months from the date of LOA in respect of materials to be dispatched to and received in the yard.

The Consignment Agent shall be solely responsible for security of Company's materials stored in the yard.

If at any time during the subsistence of the contract, the Company is of the view that in the best interest of its business, it is necessary to take possession of the materials from the Consignment Agent's custody, the Company may forthwith, on giving written notice to the Consignment Agent, recover possession of the materials by physically removing the materials to such places as the Company may decide in this regard. The Consignment Agent however will be entitled to claim his remuneration / charges due to him under the provisions of the contract upto the point of final removal of the materials from his premises. The Consignment Agent shall extend all cooperation as may be required by the Company in exercise of its right to secure its material.

The Company may also, if necessary and if the exigencies of the situation so warrant make its own security arrangements over the material in addition to the arrangements of the Consignment Agent. This will not however absolve or relieve the Consignment Agent from his duties and responsibilities under the contract for safety and protection of the materials under his custody.

The Consignment Agent shall on no account pledge or hypothecate the materials in the yard or deal with the same in any manner except to deliver the same on behalf of the Company as provided for hereinafter.

The Consignment Agent shall have no authority nor shall make any commitment on behalf of the Company.

The Company's materials stored in the yard shall be the exclusive property of the Company and the Consignment Agent shall hold the materials in trust for the Company and shall exhibit on the premises, in a prominent manner, a board indicating that the ownership of the materials / goods stored therein rests with the Company and the Consignment Agent is holding the material in trust for the Company.

Clause-5

The ownership of the material consigned and received in the yard shall always remain with the Company and the Consignment Agent shall only hold the same in trust for the Company. In case of any dispute or claim arising from either side in respect of the provision of the agreement or otherwise, the Consignment Agent shall not at any time refuse permission to the Company or its authorized officers entry into the yard and / or effecting / arranging disposal of the materials or take possession of the material in the yard as the Company may deem fit. The Consignment Agent or any one claiming through or under him shall not set up any claim or title on or in respect of the materials consigned to and received in the yard, adverse to the Company, during the subsistence of the agreement and/or on expiry or termination of the agreement and so long as the materials are not fully delivered to the Company, shall not allow or suffer the said materials to be attached or sold in any court proceedings or any receiver or special officer to be appointed in respect of them.

The Consignment Agent shall not hypothecate and / or pledge and / or encumber in any manner whatsoever the materials dispatched to him either in full or part to any bank, financial institution or association or Company or firm or person as Security or otherwise.

The Consignment Agent shall not suffer any injunction and / or attachment and / or appointment of receiver in respect of the materials dispatched to him.

Clause-6

For carrying out the operations specified in these terms and conditions the Consignment Agent shall arrange at his own cost, the land of minimum area as mentioned in the NIT/Appendix to the terms and conditions of contract, excluding the area required for parking outside the Stockyard as per Clause No.7.1 (vi) mentioned below.

The Company shall not pay any compensation to the Consignment Agent for any expenses whatsoever incurred by the Consignment Agent either by way of rent or otherwise on any premises utilized by the Consignment Agent for operation of this contract. This shall also apply even in the event of the contract being terminated for any reason before the end of the period of contract or before the end of the Consignment Agent's arrangement of lease / other terms for those premises.

The Consignment Agent shall procure the necessary permits and licenses, give all necessary notices, furnish all necessary returns, pay

all fees required by law in connection with the land and other movable /immovable assets of the yard and also the operations in the yard. All such payments shall be to the Consignment Agent's account.

The Consignment Agent shall store the Company's materials, only at the yard approved by the Company and not anywhere else without prior written permission of the Company. Also, in the said premises, the Consignment Agent shall store only the Company's materials and not the Consignment Agent's own materials or any other materials.

Clause-7

For carrying out the operations specified in these terms and conditions the Consignment Agent shall provide the following infrastructure in the Stockyard:

- i) A boundary wall, at least 1.5 m high above finished formation level around the plot area is to be provided. In addition, barbed wire fencing with 'Y' angle post of 1.2 m height, above the boundary wall is to be provided.
- ii) One gate of 6 m wide and a pedestrian gate of 1.2 m wide with a security post are to be provided for both incoming and outgoing materials.
- iii) Minimum 60 tonnes electronic road weigh bridge having 18 m x 3 m size platform for weighing double axle trailers and having a PC and printer attached for print out, duly certified by Weights and Measures Department. The weighments shall be through computerized punching and the weigh bridge shall be attached to the LAN network of the Company so as to avoid manual entry of weighment details. More over the CA shall provide Weigh Bridge net work connections in such a way that they should be compatible for future requirements of NSIC/NSIC such as Enterprise Resource Planning (ERP) etc. NSIC/NSIC reserves the right to ask the Consignment Agent to upgrade the existing weigh bridge or install/ provide one additional Weigh Bridge with same or higher capacity in case of any future requirement, with no additional costs to the company, whenever the actual quantities handled (average of receipts and deliveries in any financial year) exceed 125% of indicative handling quantity. The consignment Agent is bound to provide the same without any additional cost to NSIC.
- iv) A suitable office accommodation having minimum of 500 sq.ft. Plinth area consisting of 4 rooms, lobby area and toilet facilities is to be provided for the Company's representative (s). The office building is to be located close to Weigh Bridge so that the weigh bridge control room can be attached to the office.
- v) The Stockyard should have proper approach road connecting to the existing road net work of the city / town or highway. The Stockyard should have motorable access from the Main Road.
- vi) Sufficient parking area should be available outside the gate for parking a minimum of 10 nos. trucks/trailers.
- vii) The elevation of the Stockyard area should be preferably higher than the surrounding areas so that the rain water can drain off easily

without stagnation. Proper drainage should be ensured for entire Stockyard.

- viii) The storage area shall be provided with 250 mm thick Boulder Soling over which a 100 mm thick WBM (90 - 45 mm) aggregate shall be provided. A Gradient of 1:200 should be provided towards the drain.
- ix) The approach roads to the Stockyard and within the Stockyard should be of 7 m width comprising of two layers of 100 mm thick (90 - 45 mm) stone aggregate over which two layers of 75 mm thick (63 - 45) stone aggregate shall be provided. A wearing course of 25 mm thick premix carpet should be provided on approach roads up to the area of the weigh bridge. No black topping is required for roads in the stacking areas of the Stockyard.
- x) Adequate power supply is to be provided to cater to internal electrification of office, power supply to weigh bridge, Decoiling/Straightening and Cutting Machines and area lighting. The internal electrification for office should include power points for window Air conditioners and PCs to be installed by the Company. The area lighting of Stockyard should achieve a minimum illumination level of 20 lux.
- vi) Safe Drinking water supply from Water Purifier Machines is to be provided in the office building and rest room and two points in the Stockyard area.
- vii) One (1 no.) Diesel Generator set of sufficient capacity to withstand the load of tower / peripheral lights and office premises shall be provided and maintained for uninterrupted power supply.

A typical layout plan for the yard is given at Annexure-C. This is indicative and meant to convey an idea of the type and scale of facilities to be put up at the yard by the Consignment Agent. The final plan will conform to the actual site conditions.

The Consignment Agent shall within 1 (one) week of date of LOA submit to the Company for approval by the Company, a detailed working drawing made to scale by an Architect / Civil Engineer showing the layout and levels and details of proposed facilities in the yard including inter-alia, hard standing, drainages, security wall, yard lighting, security gates, office, weighbridge details and layout etc. The yard development work and layout of facilities shall be done by the Consignment Agent on the basis of drawing approved by the Company.

These facilities, if not existing at the time of acceptance of tender, shall be developed and offered for inspection of the Company within 3 (three) months from the date of LOA.

In case the Consignment Agent fails to develop the facilities within 3 (three) months from the date of LOA , a fine of Rs. 1 lakh per week or part thereof shall be levied for the delay in completion of development work upto 45 days time period. Beyond this, a fine of Rs. 3 lakh per week or part thereof shall be levied for the delay in completion of development work upto a further period of 45 days time. Beyond the above time fixed, the Company reserves the right to terminate the contract and set off the amount due to the Company from the available Earnest money/Security deposit money/bills etc. apart from getting the work

completed at the risk and cost, debarring action etc. provided elsewhere in the tender.

The Consignment Agent shall ensure that the electronic weighbridge installed by him at the yard is maintained in sound, accurate working condition at all times. The Consignment Agent shall further arrange for regular maintenance of the weighbridge and inspection and calibration, at stipulated intervals as per company norms, by the Weights and Measures Department and/or any other statutory authority and shall maintain and present to the company proper records of such inspection/ calibration duly certified by the concerned authority. The Company shall be free to inspect/verify working of the weighbridge at any time and call for calibration if it deems necessary. In the event of the Consignment Agent not complying with the above requirement the Company shall be free to arrange for such inspection / calibration and charge the cost thereof to the Consignment Agent. The decision of the Company in this regard shall be final and binding on the parties.

Clause-8

The Consignment Agent shall also provide handling/transportation equipment including but not limited to minimum number of tyre mounted mobile cranes as mentioned at appendix and requisite number of trucks/trailers, equipment and requisite minimum labour. The mobilization of labour and handling/transportation equipment shall be completed within 60 days from the date of LOA. The Consignment Agent shall give a confirmation in this regard to the company. The Consignment Agent shall ensure that 75% of minimum number of tyre mounted mobile cranes (either own or hired or combination of both including the minimum number of own cranes submitted along with the tender/within 60 days from the date of LOA) details of which were declared in the tender (in compliance with clause no 25,26,27,28,29 of Instructions to tenderers(ITT), & 30 of ITT shall be made available for deployment (in case 75% works out to be a fraction, the next higher number shall be considered), within 60 days from the date of LOA, during the first year of operation. The Consignment Agent shall ensure that during the tenure of the contract, whenever the age of the cranes deployed (own cranes as well as hired cranes) exceeds 5 years, the same shall be replaced with cranes of age not older than 5 years. The Consignment Agent shall also ensure that the load testing of the mobile cranes is to be done once in a year based on the recommendations of the manufactures. Expenditure on this account will be to the Consignment Agent's account.

- 8.1.1 The installation of Decoiling/Straightening and Cutting machines for Plain WR Coils/Rebar coils shall be completed within 90 days from the date of LOA, as per the plan submitted by the Consignment Agent at the time of tendering(in compliance with clause no 32 of ITT).

The details of handling equipment including cranes and labour deployed for handling operation at Stockyard shall be submitted to the Company's representative in writing on monthly basis. The Consignment Agent shall obtain necessary permission in writing from Company's representative for taking out / taking in the handling equipment including cranes outside / inside the premises of the Stockyard.

For all the operations to be carried out under this Contract the Consignment Agent shall use his own or hired labour, machinery and equipment and shall ensure that such machinery and equipment is always maintained in sound working condition and submit certificates from

qualified Chartered Engineers to prove that the machinery and equipment are mechanically safe and in good working condition. The Company shall be free to inspect the equipment deployed by the Consignment Agent and if it is not satisfied with the condition thereof ask for replacement of the same which shall be promptly complied with by the Consignment Agent, failing which the company may engage such equipments and/or arrangements at the risk and cost of the Consignment Agent. The decision of the Company in this regard shall be final and binding on the parties.

The Consignment Agent will be required to submit a preventive maintenance schedule conforming to the ISO standards for all the facilities and equipments of the Stockyard. Consignment Agent will be required to ensure due compliance of this schedule of preventive maintenance.

The Consignment Agent shall be responsible to ensure that all the office facilities, Infrastructure and equipments provided in the Stockyard are maintained in the highest standards throughout the period of the contract. The Executive In charge will conduct routine inspections, and point out areas where repair /maintenance /improvement in level of performance are required and the Consignment Agent will be required to take immediate corrective actions to the satisfaction of the Company. In addition, every year, the Company will conduct a formal annual inspection of all the facilities and equipments provided in the Stockyard by the Company as well as by the Consignment Agent, in which the Consignment Agent will be required to prove satisfactory performance level of all the facilities and equipments and also produce the records of maintenance and upkeep of the same facilities undertaken by the Consignment Agent during the intervening period from the last annual inspection. In case the facilities provided / maintained are not upto the satisfaction of the Company, appropriate fines will be levied by the Company.

In case of non compliance of any statutory requirements, the Consignment Agent will be liable to bear all the costs, fines and compensations etc arising out of the same. In the event of company having been asked to meet any such fines from the statutory authorities, the company will have the right to deposit the fine amount with the authorities and recover the said amount from the Consignment Agent's bills/ security deposit or any other dues.

In the event of non compliance of any of the contractual obligations of Consignment Agent, if the company suffers any loss, damage or what so ever, the company will have the right to recover the same from the Consignment Agent's bills/ security deposit or any other dues. The Company's decision with regard to above cases will be final and binding on the Consignment Agent.

Further in the event of non compliance of various contractual requirements, the company will caution the Consignment Agent through the Consignment Agent's Manager (CA Manager) in order to set right the areas of non compliance by imposing token fines which are illustrative and not restrictive in nature, as mentioned below:

(i) The delay in submission of Security Deposit beyond the stipulated period of 30 days: Rs 1 lakh per week or part thereof.

(ii) The delay in development of Stockyard and offering the same for inspection of Company beyond the stipulated period of 3 months and upto 3 months 45 days - Rs 1 lakh per week or part thereof.

(iii) The delay in development of Stockyard and offering the same for inspection of Company beyond the stipulated period of 3 months 45 days and upto 3 months 90 days - Rs 3 lakh per week or part thereof.

(iv) Partial /full stoppage of Handling operations at the Stockyard on any ground what so ever-Rs 25,000/- per day of stoppage of work.

(v) Non availability of stipulated number of Equipments affecting the desired level of operations at the Stockyard - Rs 10,000/- for each instance.

(vi) Poor performance /under performance of any of the facilities / equipments, due to improper maintenance, inadequate provision of required spares and consumables, non compliance of schedule of maintenance as per ISO or on account of any other reasons etc, affecting the desired level of operations at the Stockyard - Rs 10,000/- for each instance.

(vii) Non compliance of written instructions/ refusal to accept and give acknowledgment to the written instructions of the company by the CA Manager or his representatives - Rs 10,000/- for each instance.

(viii) Non compliance of any of the Contractual facilities /obligations in the areas of labour welfare -Rs 10,000/- for each instance, over and above the statutory implications, if any.

(ix) Non compliance of any of the Contractual requirements /disciplinary provisions/satisfactory conduct by the Consignment Agent/ CA Manager/work men engaged by them -Rs 10,000/- for each instance, over and above the statutory implications, if any.

(x) The delay in submission of Wagon/Truck/Trailer Arrival Report and Final tally report beyond the stipulated period -Rs 500/- per day.

The decision of the company with regard to imposition of the above fines shall be final and binding on the Consignment Agent. Notwithstanding imposition of any cautionary penalties as at clause 8.5.3 above, the Company will retain its rights to recover losses/damages/ fines if any, under clauses 8.5.1 and 8.5.2 above from the Consignment Agent.

The contract rates shall be deemed to be inclusive of all the above considerations and the Consignment Agent shall not be entitled to any other payment other than what has been specifically provided for in the contract.

Loading and unloading of Pig Iron is envisaged to be handled manually. Loading and unloading of Steel is envisaged to be handled by Crane. Where certain Steel material is required to be loaded manually, the Consignment Agent shall do so after obtaining written permission of the Company. In case of Steel material loaded manually, without obtaining written permission of the Company, payment shall be made at the rate applicable for Crane loading.

The rates under various items of the Schedule of Rates for Pig Iron shall be applicable for all Pig Iron materials irrespective of their grade. Similarly, the rates under various items of the Schedule of Rates for Steel shall be applicable for all steel materials irrespective of their category/ Size/Grade and irrespective of the weight of each piece/bundle.

The Consignment Agent shall handle the arrivals, stacking, storage including security and deliveries of iron and steel materials dispatched to the said yard as directed by the Company / its authorized representative. The Consignments will be received / dispatched by rail and/or by road.

The Consignment Agent shall be required to do all the work involved from the stage of dispatch from the Plant, receipt and clearing of consignments arriving by rail / road, their unloading, loading into trucks/trailers, transportation as required, stacking, storage in the yard, Decoiling/straightening, cutting, bending and bundling when required and delivery after weighment to the customers either ex-yard or by rail or road as advised by the Company. The scope of work is more fully described in the Schedule of Rates.

The Consignment Agent shall perform all operations laid down in the terms and conditions binding this contract and strictly in accordance with the provisions governing the Schedule of Rates thereto. No operation should be neglected at the expense of any other operation(s).

No guarantee is given as to the definite volume of work that may be entrusted to the Consignment Agent for handling / storage at any given time or throughout the period of the Contract. However, the Consignment Agent shall be deemed to have read and understood the indicative pattern of quantity estimated to be handled in the yard given at the time of tender. The estimated quantities given are purely indicative and projected only to enable the tenderer in arriving at the value of the tender and the approximate facilities required to be provided by him. Variation in quantity without any limit shall not entitle the Consignment Agent for any revision of rates. The Consignment Agent will have no claim against the company, in case any of his equipment / equipments / facilities or labour remain idle or for any other expenses incurred by him due to the flow of work not being continuous or for stoppage of work.

The mere mention of any item of work in this Contract does not by itself confer the right on the Consignment Agent to demand that the work relating to all or any item thereof should necessarily or exclusively be entrusted to him at all times.

The Company reserves the right to award one or more contracts during the pendency of this contract, as it may deem necessary.

The Consignment Agent shall assist the Company in enforcing and maintaining the requisite work procedure and procedure orders of ISO-9001: 2000 (or Latest Version)/ implementing 5S elaborately and vigorously at all times at Stockyard and further as instructed by the Company's representative.

The Consignment Agent shall provide CCTV coverage at the following points:

- (i) Entry/Exit gates both Road & Rail (if any) with PTZ Night vision cameras.
- (ii) Weighbridge
- (iii) Entry to Warehouse office/Invoicing section
- (iv) Warehouse within boundary wall for monitoring various activities of handling with 360° coverage.

All the above CCTV cameras should be IP enabled for monitoring through Intranet/Internet. All the cameras should be enabled for monitoring by Executive In charge with adequate storage capacity (min 7 days). At the end of storage limit, data to be transferred to storage device, labelled & archived with reference of period for future retrieval and handed over to the Executive In charge. NSIC will supply appropriate storage device to the contractor to save the recorded data of CCTVs.

The supply, installation & maintenance of the above mentioned CCTV systems shall be in the scope of CA.

A proper maintenance contract for the CCTVs must be in place by the CA so that it is ensured to have minimum down time.

The contract rates agreed will be deemed to be inclusive of the cost of discharging all the general duties for performing the work envisaged efficiently, under the agreement.

By submitting a quotation, the Consignment Agent shall be deemed to have fully familiarized himself with and considered the scope of work, working conditions including terms and conditions under this contract. After the contract is concluded, no claim shall be entertained for enhancement of the rates on account of work involved or any ground whatsoever.

Clause-10

Dispatch of material to the Stockyard of the Consignment Agent shall be commenced only after fulfillment of the following obligations by the Consignment Agent:

- i) Submission of security deposit.
- ii) Submission of the Indemnity and Custody Bond.
- iii) Development of the Stockyard as per contract.
- iv) Tenderer shall submit copy of Goods and Service Tax (GST) Registration certificate.
- v) Submission of a copy of Workmen's Compensation Insurance Policy.
- vi) Submission of copy of Insurance Policy for payment of an ex-gratia amount of Rs.5,00,000/- (Rupees Five lakhs only) per head in case of fatal accidents to the contract labour.
- vii) (a) copy of PF registration and
(b) ESI code number (if applicable in the state).
Copy of Application or Acknowledgement for the application of PF Registration from PF Authorities is not acceptable. Exemption will not be given from submission of PF Registration Certificate on any grounds as NSIC/NSIC is a covered Establishment under EPF and MP Act, 1952.
- viii) Submission of a copy of License obtained under Contract Labour (Regulation & Abolition) Act, 1970 in case the number of workmen to be employed is 20 or more.

The Consignment Agent shall give progress report regarding fulfillment of the above obligations once in every 2 (two) weeks till commencement of dispatches to the Stockyard.

In case commencement of dispatches is delayed due to delay in fulfillment of the above obligations by the Consignment Agent, the Company shall recover from the Consignment Agent any additional expenditure in getting the work executed by alternative agencies during the period of delay. However, such recovery shall be made only if it exceeds the fine/fines

levied on account of delayed submission of the Security Deposit and delayed development of the Stockyard, to the extent it exceeds. The decision of Company in this regard shall be final, binding and conclusive.

In case of exigency, the Company may at its sole discretion decide to commence dispatches without complete development of the Stockyard. This option will be exercised by the Company subject to submission of copies of Insurance Policies and License under the Contract Labour laws dealt with in Clause Nos 25.10, 25.11 and 26.4 below. This shall not absolve the Consignment Agent from completing the development of Stockyard and any fine for delay in completing the development of Stockyard.

Clause-11

The Company shall arrange to dispatch from its Plant / Stockyards Iron and steel materials to the yard / private siding / public siding as given in the Schedule of Rates. The Consignment Agent shall keep proper records of all materials dispatched to the yard and offer inspection of the same to the officers of the Company when demanded.

The related Stock Transfer Challan (STCs) / Lorry Receipts (LRs) shall be raised showing the Company as Consignee and the same, along with Plant Stock Transfer Challan shall be handed over to the Consignment Agent or CA Manager, on receipt at the Company's Branch Office. The Consignment Agent shall assume full responsibility for the clearance of the Consignment from the time of dispatch of materials from the Plant / dispatching stations. If the wagons / trucks/trailers arrive prior to the receipt of relevant documents by the Company's Branch Sales Office or by the Consignment Agent / CA Manager, the Consignment Agent shall make arrangements to take delivery by furnishing necessary Indemnity Bonds obtained from the Branch Sales Office to the Railways / Transporter. There shall be a General Indemnity on a stamp paper followed by Indemnity bond in each case on plain paper. Any demurrages / wharfage charges incurred, if any, on such wagons / trucks/ trailers will be paid by the Consignment Agent and will be to the Consignment Agent's account except in such cases where it can be shown to be purely on account of reasons attributable to the Company.

It shall be the responsibility of the Consignment Agent / CA Manager to keep in touch with the Branch Sales Office and local Railway Authorities / Transporter's Office at the destination on day to day basis to obtain the documents from the BSO / issue Indemnity Bonds as the case may be and also to keep constant watch on arrival of wagons / trucks/ trailers and to ascertain the Consignee particulars from the Railway Authorities / Transporter's Office.

The Consignment Agent may in their own interest provide armed guard escorts with each rake from the Plant to the Stockyard and also provide suitable wooden pegs to secure the doors of the wagons to ensure that there are no transit losses. The Consignment Agent holds himself responsible for any losses occurring in transit. The Consignment Agent shall consider these elements for the purpose of quoting his rates and the rates are deemed to include the above elements.

The Consignment Agent shall intimate the Company in writing the details of all consignments remaining in transit for more than a month from the date of dispatch to enable the Company to lodge claims with the Railways / Transporter for the missing wagons / trucks/ trailers. Even after such intimation to the Company, the Consignment Agent or CA Manager will

continue to be in touch with Railways / Transporter in respect of such wagons / trucks/ trailers and will inform the Branch Office of the Company on their arrival and at the time of taking delivery. The Consignment Agent shall also furnish to the Executive In charge those STCs / LRs which are more than 2 months from the date of their issue, for lodging of claims with Railways / Transporter and realization thereof.

The Consignment Agent shall inform the Company of the arrival of wagons at the Private/public siding well in advance. If any consignment is received after transshipment in a wagon / truck/ trailer different from that in which the consignment was originally booked, it will be the Consignment Agent's responsibility to link up the consignment with the STC/ LR in his possession and claim the contents of the wagon /truck/ trailer after obtaining re-weighment certificate from the Railways or Transporter.

In case of material received in rake / wagon(s) at Public / Private sidings, it shall be the responsibility of Consignment Agent / CA Manager to inspect all wagons before unloading and check wagon labels / seals, condition of packing wires, lashing chains etc. for signs of tampering / pilferage, en route as well as for shortages / damages / deterioration in transit. Suitable remarks about the condition of wagons on arrival should be entered in the Wagon Arrival Report and Railway Delivery Book by Consignment Agent.

The Consignment Agent shall inspect the material to tally the number of coils / bundles / pieces etc. as mentioned in the STC etc. If there are any signs of tampering / pilferage / shortage, the Consignment Agent shall inform the same to the Company in writing immediately. The Consignment Agent shall also take up with the Railways / concerned authorities for Open Delivery / reweighment before claiming / unloading the wagons.

Reweighment charges if any, shall initially be paid by the Consignment Agent and subsequently claimed from the Company.

In case Railways accept / agree for open delivery / reweighment, the Consignment Agent shall be responsible to obtain railway shortage certificate, and submit to the Company to enable the Company to lodge claims with Railways within prescribed time limits.

The Company shall not take cognizance of cases where Railways refuse to agree to the Consignment Agent's request for open delivery or delivery after reweighment or for issue of shortage certificate or for witnessing inspection by independent surveyors. It will be the responsibility of the Consignment Agent to handle such cases. In case of Independent Surveyor certificate, Consignment Agent shall lodge the claim on behalf of NSIC and contest the case with Railways / RCT / Courts at their own cost, and any compensation received against such claim will be paid to the Consignment Agent to the extent of any recovery made from the Consignment Agent on this account.

In case Railways allege overloading of consignments in comparison to the STC and demand undercharges / overloading charges, the Consignment Agent shall pay the under-charges under protest, request the Railways for Open Delivery and obtain certificate from Railways for the actual weight received. In case Railways refuse to give Open Delivery or delivery after reweighment, the Consignment Agent shall arrange for reweighment in the presence of an Independent Surveyor and obtain certificate from such Independent Surveyor for the actual weight received. The Consignment

Agent shall submit the certificate obtained from Railways or Independent Surveyor to enable the Company contest the undercharges claim with Railways. In case the certificate is from Railways, the Consignment Agent shall be responsible to account for the actual weight certified. In case the certificate is from an Independent Surveyor, the Consignment Agent shall be responsible to account for the actual weight certified or the STC Weight, whichever is higher. In case the Consignment Agent fails to obtain a proper certificate either from the Railways or from an Independent Surveyor, the weight alleged by Railways shall be considered as STC Weight for the purpose of lodging shortage claim on the Consignment Agent and recovery shall be made accordingly.

The Consignment Agent shall not pay any other under charges / over loading charges without specific approval of the Company. Full particulars of all under-charges / over loading charges, shall be furnished to the Company immediately and the Consignment Agent may claim for reimbursement of the same subsequently, within a period of three (3) months of its payment against submission of documentary proof. In case of refund being entertained by Railways for undercharges reimbursed to the Consignment Agent, the same shall be retained by the Company.

In case of material received in trucks/ trailers from Plant / other locations, the Consignment Agent shall be responsible to inspect the material for shortages / damages / deterioration in transit, to weigh the material and to endorse and obtain endorsements of the transporters for any variation in number of coils / bundles / pieces as also the actual weight received, so that the Company can effect immediate recoveries from the road transporters in terms of it's contract with them.

If, due to any lapse on the part of the Consignment Agent, in complying with the above requirements the Company suffers any losses the Consignment Agent shall be liable to compensate the Company all such losses suffered by the Company.

Clause-12

Materials unloaded at the public siding / Railway goods shed shall be transported by the Consignment Agent by truck/ trailer from the unloading point to the Stockyard. The Consignment Agent shall furnish truck/ trailer Challan in respect of each truck/trailer in the manner required by the Company. The truck/ trailer Challan forms will be supplied by the company. After unloading materials at public siding / railway goods shed, if the Consignment Agent cannot arrange to bring the materials to the Stockyard due to any reason, it will be the responsibility of the Consignment Agent to keep his representatives at the unloading points for safeguarding the materials from theft or damage and he shall be responsible for the loss, if any, in this regard.

All charges incurred in connection with taking delivery of the materials shall be borne by the Consignment Agent himself and all such sundry expenses are deemed to be covered by the rates given in the attached schedule of rates. For this purpose the Consignment Agent shall maintain a current account in his own name with the railways / municipality / other authority concerned and all monetary transactions connected with the Railways / Municipality / other authorities shall be operated only through the above current accounts.

All other Central, State and local taxes, if any, levied by appropriate authorities on company's materials by reason of their

entry en-route into the specified areas, will have to be paid in the first instance by CA and then claimed from the Company on submitting documentary evidence.

The Consignment Agent shall also be responsible to claim from the concerned authorities any refund / rebate on such taxes / levies as may be allowable under the applicable Act / Rules on behalf of the Company and intimate the Company and pass on the money so recovered to the Company. Should the Consignment Agent fail to claim such refunds / rebates as admissible, the amounts lost by the Company due to the Consignment Agent's failure, shall be recoverable from the Consignment Agent. Toll charges etc., if any, for moving the materials, from the railway point to the storage place, will be borne by the Consignment Agent and will not be reimbursed by the Company.

Clause-13

On arrival of the Consignment at the Stockyard and after inspection and other related action as enumerated above, the Consignment Agent shall unload, and stack the materials in the yard at the locations specifically earmarked for this purpose and approved by the Company. In case of Consignments received by trucks/ trailers, weighment shall also be taken before stacking the material in the Stockyard. The materials shall be stacked in the manner advised by the Company from time to time and held in trust for the Company. Pig Iron is to be stacked in Bins not exceeding 500 MT to effect deliveries on First in And First out basis (FIFO) basis from the various Lots comprising the Bin. Each Pig Iron Bin is to be maintained separately.

If any material is received in damaged condition, it should be brought to the notice of the Company's representative before unloading from wagons / trucks/ trailers and the same should be recorded in the Wagon / Truck/ Trailer Arrival Report and also in the LR. If any material is found to be damaged later it would be treated as damage caused in the course of handling by the Consignment Agent. The loss suffered by the Company due to such damage of material shall be recovered from the Consignment Agent on the basis of Branch level price for the material. The decision of the Company in this regard shall be final, binding and conclusive.

Immediately after unloading, the Consignment Agent shall arrange for paint markings on the materials for demarking the quality and marking of the Consignments with wagon number / truck/ trailer number, date of arrival and wagon / truck/ trailer arrival report number. Wherever identification tags are lost in handling or in transit, the Consignment Agent shall identify the material with the help of Company's Representative and attach the identification tags provided by the Company.

The materials are to be stacked at the designated places as per the stacking plan of the Company. Materials stacked outside the designated area will not be considered as stacked. A clear cut latest material layout plan should be exhibited in consultation with company's authorized representative.

The materials shall be stacked in separate bins product wise, size wise grade wise and wagon wise and shall be identified by putting name plates and further as advised by the Company for all the materials received at yard to avoid mix-up at any point of time. The bins shall be maintained on ground by the CA to strictly correlate with the bins opened by the

Company in system to ensure closure of bins at regular intervals and delivery of material on FIFO basis. The Company reserves the right to give deliveries without stacking at it's discretion.

The Consignment Agent shall suitably place dunnage materials underneath the stacks at the time of stacking. The material for dunnage shall be provided by the Company which shall remain the property of the Company. The Consignment Agent shall account for the same at the time of stock verification and hand over the same to the Company on expiry / termination of the Contract. For any shortage found in dunnage material, recovery shall be made from the Consignment Agent at 125% of the prevailing prices. The decision of the Company in this regard shall be final, binding and conclusive.

If the Consignment Agent fails to keep dunnage and provide painting / putting up of board / Bay Nos., the Company reserves the right to get the work done at the Consignment Agent's cost and the cost incurred shall be recovered from the Consignment Agent.

The materials should not be stacked / kept outside the yard premises or on the road / on railway lines within the yard or any point which might impede the free movement of traffic. The Company is not obliged to provide the Consignment Agent with any equipment, tools, tackles etc. for handling the different types of materials and he should employ his own equipment and manual labour for the same at his own cost.

If at any time restacking or sorting is required to be done as a result of the Consignment Agent's negligence, the Consignment Agent shall do so forthwith on receipt of instructions from the Company and no remuneration will be allowed. In the event of failure of the Consignment Agent to carry out the instructions of the Company in this regard within 7 days, the Company shall have the right to get the work done at the risk and cost of the Consignment Agent and the expenditure thereon shall be recovered from the Consignment Agent.

A Wagon / Truck/ Trailer Arrival Report (Part-I of prescribed format) for each consignment received must be submitted by the Consignment Agent in the prescribed format immediately after the materials are unloaded at the Stockyard siding or at the Stockyard or any other place. The materials so unloaded should be properly sorted and stacked forthwith as instructed by the Company. A final tally report (Part-II of prescribed format) shall be submitted by the Consignment Agent within 3 days of the arrival of the materials. If the above reports are delayed beyond 10 days due to the fault of the Consignment Agent, the Company reserves the right to recover at the rate of Rs.500/- per day as fine for every day of default as liquidated damages.

Clause-14

The Consignment Agent shall weigh and load the iron and steel materials on the transport vehicle placed by the Company's customers/CA' s vehicle only against and as per valid delivery orders issued by the Company and after taking acknowledgement of the customers or their duly authorized representatives on the Challan cum Invoice for the materials actually delivered. Any deliveries other than as aforesaid shall be considered as irregular and unauthorized and the Consignment Agent shall be responsible for any consequent loss to the Company. The Consignment Agent shall strictly follow instructions issued from time to time by the Company

regarding time limit for placement of trucks/ trailers by Customers for taking deliveries.

Loading into the trucks/ trailers placed by the Company / Company's Customers at the yard shall be done within a reasonable time irrespective of the number of trucks/ trailers placed. The Consignment Agent shall be responsible for detention charges due to his failure to make adequate arrangement for loading the vehicles within a reasonable time.

In case of outgoing dispatches by rail, the Consignment Agent will make all necessary arrangements including requisition of wagons and take all necessary steps for dispatching the materials including weighment / counting as instructed by the Company and obtain proper STC or Challan for the number of pieces and/or tonnage of materials made over to him. All such materials made over to the Consignment Agent for booking by rail are deemed to be in his possession and in his care and custody at his own risk and responsibility, until the same shall have been received by the Railways and correct STC handed over to the Company in time.

Any excess material left over near the weigh bridge after weighment shall be removed by the Consignment Agent to their original stacks forthwith at his cost.

The Consignment Agent shall make adequate arrangements on specific advice in writing from the Company for Decoiling/Straightening, Cutting, Bending and Bundling of steel materials in the yard, for the quantities envisaged from time to time.

While handling the materials extreme care should be taken to protect and preserve the condition of the materials.

The Consignment Agent shall salvage and store separately all bundling and packing materials such as bailing hoops, bundling wires, wooden packing etc. on a day to day basis and stack them at appointed places. The Consignment Agent shall also be responsible for keeping the Stockyard / office premises clean and tidy and arrange for daily sweeping / cleaning of the roads, stacking areas or other yard premises for which no extra payment will be made by the Company.

After completion of delivery of Pig Iron, the physical balance of broken pieces and dust of Pig Iron, from one or more Pig Iron bins are to be accumulated at one place for an estimated maximum quantity of 50 MT, for sale by tender. This Pig Iron Chips and Dust lot will comprise of the book balance of the Pig Iron bins from which, the lot accrued. At the time of delivery of Pig Iron chips & dust from such a lot, invoicing will be done from the book balance of the respective Pig Iron bins. The exact weight of the "Pig Iron chips & dust lot" will be ascertained by way of weighment at the Stockyard weighbridge at the time of delivery to customers OR at the time of physical stock verification. Percentage (%) Fe Content of such Pig Iron Chips and Dust Lots shall be determined by way of collection of samples by representatives of the Company and testing in the Company's approved Laboratories / own Laboratory. The Company will keep the Consignment Agent informed about the collection of such samples and their Test results.

Clause-15

In handling the materials the Consignment Agent should comply with all relevant Railway rules, regulations and instructions and shall be

responsible for all damages / losses etc. arising out of any infringement thereof.

Unloading and loading of wagons must be completed within the free time allowed by railway authorities irrespective of the number of wagons placed.

The Consignment Agent shall be responsible for all demurrage, wharfage and/or any other incidental charges / expenses incurred due to his failure to hand over the wagons to the railways either empty or loaded as the case may be within the free time allowed. All charges incurred in connection with booking and taking delivery of the materials shall be borne by the Consignment Agent himself and all such sundry expenses are deemed to be covered by the rates given in the attached schedule of rates.

In the event of loss or misplacement of STC / LR for inward / outward wagons / trucks/ trailers or receipt challans by the Consignment Agent, the Consignment Agent shall remain responsible for all consequential losses and extra expenses arising out of such loss / misplacement of STC/ LR / Challan. The assessment by the Company of such losses shall be final and binding on the Consignment Agent.

The Consignment Agent will be held responsible for damage caused by the staff, transport, equipment etc. employed by the Consignment Agent to any rolling stock and property of the Railways / property and persons of the Company / trucks/ trailers and persons of the Customers / third party. The CA shall be responsible for any damage to the trucks/ trailers, suffered by the customers during the course of operation. The claims in this regard as assessed by the Company shall be final and binding on the Consignment Agent and recovered from him.

The Consignment Agent in their own interest shall obtain suitable and sufficient cover from underwriters and no claim / correspondence on this account shall be entertained.

Clause-16

The Consignment Agent shall keep responsible and provide experienced representative as "CA Manager" who will be In charge of all actions of the "Consignment Agent" at the yard at all times to supervise the work and to take directions from time to time from the Company's staff. The CA Manager shall be authorized to act on behalf of the Consignment Agent, to accept notices under the contract. Any notice under the contract shall be deemed to have been served on the Consignment Agent if served upon the CA Manager or his staff or sent by registered letter to the yard. The CA Manager shall not be changed (unless required by the Company) and shall not leave the yard unless the consent of the Company shall have been previously obtained. The Consignment Agent should also keep clerical staff well versed in computers and related office paper works and preparation of various documents concerning the operations of a steel Stockyard. The Consignment Agent should also deploy the required personnel for proper operation of the weighbridge. The Consignment Agent shall give a list of the persons provided for day to day operations along with their photographs identifying their individual responsibilities. The Consignment Agent shall also inform the Company any changes in the persons and their responsibilities immediately.

An instruction book shall be kept at the yard under the custody of the CA Manager. Any instructions to be issued to the Consignment Agent shall be recorded in this book by the Company's representative. Each page of the book shall be numbered and initialed by the Company's representative. The book shall always be kept at the yard. The CA Manager shall sign all instructions in token of his having seen and noted the same. The instruction book shall be the property of the Company.

The Consignment Agent shall not assign the contract or any part thereof or any benefit or interest therein or there under without the prior written consent of the Company. The Consignment Agent shall also not sublet in whole or in part the work unless otherwise provided by the Contract and even then only with the prior written consent of the Company and such consent if given shall not relieve the Consignment Agent from any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of his sub-contractor, agents, servants or workmen, as if they were the acts, defaults or neglects of the Consignment Agent. In that event all rights and remedies secured / provided for under this contract shall be available against the Consignment Agent.

Entry of Company's customers / their transporters into the premises for inspection / taking delivery of materials shall be as prescribed by the Company. Entry of unauthorized persons/ vehicles shall be prohibited by the Consignment Agent.

The Consignment Agent shall on no account demand or accept any payment for himself whatsoever on behalf of the Company from any of the Company's customers.

The Consignment Agent/CA Manager shall not use the services of any of the employees of the Company, directly or indirectly, or enter into any sort of monetary transaction with the employees of the Company. Any bribe, commission, gift or advantages given promised or offered by or on behalf of the Consignment Agent or his partners, agent or relatives for showing or agreeing to show favour or disfavour to any person in relation to this contract, this contract shall be liable for cancellation at the discretion of the Company, and also for the recovery of any loss or damage resulting from such cancellation from the Consignment Agent.

In the event of the Consignment Agent contravening any of the contractual obligations/provisions/ stipulations, the Company in addition to it's right to cancel the contract shall be entitled to award the contract to anyone else on the Consignment Agent's account and at his risk and the Consignment Agent shall be liable for any loss or damage which the Company may suffer consequent to or arising out of such replacement of the contract.

Clause-17

The Consignment Agent shall keep proper records of all the materials dispatched to the Consignment Agent's yard both by Rail and Road and render such account of stocks product wise / size wise / grade wise/ wagon wise / bin wise etc. as prescribed by the Company from time to time.

The Consignment Agent shall maintain and furnish all information required by the Company from time to time and also furnish weekly / fortnightly / monthly reports as prescribed by the Company giving details of opening

balances, quantities received, quantities delivered, shortages / excesses on completion of bins or on stock verification, closing balances and wagons / trucks/ trailers in transit as per proforma / registers prescribed by the Company for the purpose. The representatives of the Company shall have free access to inspect all such records at any time.

The Consignment Agent shall also be responsible to place these books of accounts, registers and records for audit at anytime by the Company's auditors / representatives / stock verifiers and render all assistance to the auditors or stock verifiers in the work including verification / weighment of incoming / outgoing materials as well as materials in stock. For physical handling of stocks for stock verification, the Consignment Agent shall be paid at the agreed rates.

At the end of the financial year, these books of accounts, registers and records shall be handed over by the Consignment Agent to the Company to be kept in the custody of the Company certifying the closing stock of materials in his custody, including wagons / trucks/ trailers in transit in the proforma prescribed by the Company.

The Consignment Agent shall be responsible for all losses / damages / deterioration caused to the materials when the materials are in the custody of the Consignment Agent, including losses, if any, caused during transportation and handling by the Consignment Agent. The materials shall be deemed to be in the Consignment Agent's custody as soon as the material is dispatched from Plant in case of rail dispatches and as soon as the material is received at the Stockyard in case of road dispatches.

Clause-18

In case of material received in rake / wagon(s) at Public / Private sidings, the Consignment Agent shall be responsible to account for the weight dispatched by the Company to the Stockyard as mentioned in the STC etc. duly adjusted for the shortages certified by the Railways (Shortages certified by Independent Surveyor shall not be considered for adjustment). The Consignment Agent accepts the Company's practice of determination of weight for dispatch from the plant and for deliveries from the Stockyards as prevailing from time to time.

However, to cover all the shortages including transit losses not supported by valid shortage certificate of Railways and losses / shortages during storage and handling in the yard, shortage due to weighment tolerances of the weighbridges at the Plant and the Stockyard etc., the Company shall allow shortage up to an extent of (subject to actual) 0.10% (zero point one percent) for Steel material and 0.50% (zero point five percent) for Pig Iron on the quantity of material dispatched by rail as per the STC.

For material received after reweighment in the presence of Railways at the Stockyard weighbridge, the Consignment Agent shall be responsible to account for the actual weight certified by Railways and there shall not be any allowance for shortages.

In case of material received in trucks/ trailers from Plant / other locations, the Consignment Agent shall be responsible to account for the actual weight recorded at the Stockyard weighbridge at the time of receipt from the road transporter and endorsed on the LR / STC and there shall not be any allowance for shortages.

The Company shall make recovery from the Consignment Agent for the value of shortages assessed at the end of each month as per Clause No.19. However, the same shall be subject to adjustment till final reconciliation at the time of physical stock verification as per Clause No.20.

The Company may at its sole discretion ask the Consignment Agent to carry out transportation work of Steel consignments under Free on Road (FOR) deliveries/Inter Branch Stock transfer (IBST) to the Branches of NSIC,NSIC/and any other transportation work under this contract. In such cases, the remuneration shall be paid under a separate item (no 6) provided in the Schedule of Rates for such services. The specific terms and conditions governing this item are given separately at Annexure- A of terms and conditions of the contract.

The Consignment Agent will be required to set up Service Centre within the Stockyard as per the specifications and at the rate to be indicated by NSIC/NSIC.

Clause-19

At the end of the month, the value of shortage beyond allowance shall be worked out for each of the Products size-wise & grade-wise (e.g. Rounds 20mm IS 2062, Rounds 20 mm SAE 1018 etc.)separately as below:

$$V = P \times (S - A \times R)$$

where,

V = Value of shortage beyond allowance for each Product (size /grade wise).

P = 125% of the Branch level Price in Company for each Product (size/grade wise)as on the last day of the month.

S = Quantity of shortage for each product (size/grade wise) found on closure of bin cards in the month (Shortage shall be determined with reference to STC weight in case of material dispatched by rail and with reference to actual weight received in case of material received after reweighment in the presence of Railways at the stockyard weighbridge and also in case of material received by road)

A = 0.0010 for Steel and 0.005 for Pig Iron.

R = Quantity of material received by rail, in the closed bins, for each size / grade of the Product as per the STC duly adjusted for shortages certified by the Railways (Quantity of material received after reweighment in the presence of Railways at the Stockyard weighbridge and quantity of material received by road shall not be considered.)

Quantity of excess in any of the products (size/grade wise) shall not be allowed for any set off against shortage in other product (size/grade wise) in the shortage calculations.

In case of the bins remaining open at the previous physical stock verification, the Shortage (S) and Receipt(R) found on closure shall be adjusted for Shortage and Receipt considered for claim on the basis of previous physical stock verification.

The above value for the month shall be cumulated with such values of previous months since previous Physical Stock Verification.

The cumulative value of packing material generated and disposed since previous physical stock verification shall be apportioned first against and up to the extent of any cumulative shortage value in all sizes and grades of Rebar Coils (proportionate to their receipt qty) and the balance, if any, against the other Steel products (except Blooms, LMMM Billets and Wire Rods) in the ratio of their receipts since previous physical stock verification. Accordingly, the cumulative value worked out as at Para-19.3 above for these products shall be reduced.

For the cumulative quantity of packing material generated and disposed since previous physical stock verification the weighted average price per MT shall be worked out based on the quantity of each disposal and the Branch Level Price of 10 mm Rebar Coils on the date of such disposal. The cumulative value of packing material for the purpose of apportioning shall be calculated at 125% of such weighted average price per MT for the quantity of packing material within 0.03% of receipts (of all Steel products except Blooms, LMMM Billets, Wire rods) since previous physical stock verification and at 30% of such weighted average price per MT for the balance.

Similarly, the cumulative value worked out as at Para-19.3 above for Pig Iron shall be adjusted for the cumulative value of Chips and Dust generated and disposed since previous Physical Stock Verification. For the cumulative quantity of Chips and Dust generated and disposed since previous physical stock verification the weighted average price per MT shall be worked out based on the quantity of each disposal and the Branch Level Price of LSBLM Grade Pig Iron on the date of such disposal. The cumulative value of Chips and Dust for the purpose of adjustment shall be calculated at 125% of such weighted average price per MT for the quantity of Chips and Dust within 3% of Pig Iron receipts since previous physical stock verification and at 30% of such weighted average price per MT for the balance. For arriving at the quantity of Chips and Dust, authorized representative of the Company shall collect 3 samples from the bin of Chips and Dust and send it to the company's approved local laboratory/own laboratory for determination of Iron content. If Iron content is more than 90% on the average of 3 samples, the weight of bin shall be considered as the quantity of Chips and Dust. If Iron content is less than 90% on the average of 3 samples the weight of bin shall be multiplied with the Iron content to arrive at the quantity of Chips and Dust.

In case the cumulative value worked out and adjusted as above is (+) ve, net cumulative recovery to that extent shall be ensured from the Consignment Agent, by making further recoveries or by refunding earlier recoveries, as the case may be. In case the cumulative value is (-) ve, the refund to the Consignment Agent shall be limited to the net

cumulative recovery in the previous months. No other credit shall be given in case the cumulative value is (-) ve.

Clause-20

The shortage accounts shall be closed as per the procedure mentioned hereafter under this clause;

- a) When physical stock on ground is verified by weighment, such physical verification of stocks shall be carried out by the Company in connection with closing of accounts of the company or at such intervals as the Company may decide.
- b) When the total physical stock on ground for all the Products including packing material and Pig Iron Chips and Dust (except dunnage material) becomes zero at one point of time, which shall also be considered as physical verification of stocks.

The value of shortage beyond allowance shall be worked out as at Clause No.19.1 for the month till the date of physical stock verification based on the Shortage(S) and Receipt(R) of each product (size/grade wise) in the bin cards closed in the month till that date and the bin cards open as on that date.

The above value shall be cumulated with values of shortage beyond allowance considered in monthly assessments since previous Physical Stock Verification. This cumulative value shall be adjusted with the cumulative value of packing material and Pig Iron Chips and Dust generated and disposed / verified since previous physical stock verification as at Paras-19.4 and 19.5.

For the calculation of shortages / excesses and stock of packing material / chips and dust on the date of physical stock verification, the average branch level prices for the period since the receipt of the materials in the Stockyard/ last stock verification date to the present stock verification date, shall be considered instead of prices prevailing on the date of last day of the month / on the date of disposal.

In case the cumulative value after adjustment is (+) ve, net cumulative recovery to that extent shall be ensured from the Consignment Agent, by making further recoveries or by refunding earlier recoveries, as the case may be. In case the cumulative value is (-) ve, the refund to the Consignment Agent shall be limited to the net cumulative recoveries. No additional credit shall be given in case the cumulative value is (-) ve. This value shall not be carried over for adjustment with subsequent shortages / excesses.

All the calculations under Clauses No.19&20 shall be done Product wise (size/grade wise) i.e., the value in one Product (size/grade wise) shall not be adjusted with the value in another Product (size/grade wise).

If the shortages are more than 2% either for Pig Iron or for Steel as assessed by the Company, the Company has the right to terminate the contract without paying any compensation to the Consignment Agent and encash the Bank Guarantee to recover the value of the losses on this account as assessed by the Company and without prejudice to its right of recourse to such legal remedies as it may deem necessary to recover the value of shortages so occurring.

The Consignment Agent may be advised by the company to take an insurance policy on yearly basis for the value specified by NSIC/NSIC as per the methodology given below to cover the risk of burglary in respect of materials of the company kept inside the CA yard.

The value of the burglary insurance = The highest invoice rate per Ton of the Branch (excluding e auction sale material) in the preceding month of CA's application for obtaining the Burglary insurance policy x Indicative quantity for delivery /12(*).

(*)The insurance value will be monitored on yearly basis by the Company by considering 12 months average month end stock and any due adjustments will be done while renewing the insurance policy.

However NSIC/NSIC reserves the right to recover from the CA any short/non settlement of the claim amount by the insurance company. The burglary insurance policy shall be taken by the CA with the beneficiary as NSIC/NSIC and the premium amount towards the burglary insurance policy shall be borne /paid by the CA only. The insurance coverage under this clause shall not be linked to the transit insurance clause no 37 specified in specific terms and conditions for carrying out transportation work of steel consignments under FOR/IBST.

Clause-21

For the operations carried out by the Consignment Agent, the Company shall pay to the Consignment Agent as per the Schedule of Rates finalised on the basis of evaluation of L-1 rates as mentioned at clause no 44 of instructions to tenderers, subject to revision as per the following formulae. Base date shall be the last date for submission of Price Bid / Revised Price Bid (in case of rates settled through negotiations, the base date shall be the date of confirmation of such rates by the tenderer, unless otherwise agreed).

For Handling Activities:

The rates will be revised on the 1st April and 1st October of every year based on the indices prevailing on these dates. The revision will come into effect from 1st April / 1st October for the work done on and from these dates

i) For Pig Iron under Items No.1 to 3:

$$P1 = PO (0.60 + 0.40 L1/LO)$$

ii) For Steel under Items No.1 to 3:

$$P1 = PO (0.60 + 0.10L1/LO + 0.30F1/FO)$$

iii) For Cutting under Item No.4 (a):

$$P1 = PO (0.25 + 0.20L1/LO + 0.40F1/FO + 0.15W1/WO)$$

iv) For Bending, Bundling & Decoiling/straightening, cutting, bending and bundling of Plain WR Coils/Rebar Coils under Items No.4 (b), 4(c) and 4(d) (i) & 4(d) (ii) respectively:

$$P1 = PO (0.25 + 0.60 L1/LO + 0.15 W1/WO)$$

Where,

P1 = Revised rate

PO = Rate as per original schedule of rates

LO = Minimum average wages payable to skilled, semi skilled and unskilled workmen employed in handling of Iron and Steel products, as notified by the Regional Labour commissioner (Central) FARIDABAD or Asst Labour commissioner (Central) FARIDABAD whoever is the appropriate authority, Ministry of Labour and Employment, Govt of India, published in the Gazette of India ,applicable on the base date

L1 = Minimum average wages payable to skilled, semi skilled and unskilled workmen employed in handling of Iron and Steel products, as notified by the Regional Labour commissioner (Central) FARIDABAD or Asst Labour commissioner (Central) FARIDABAD whoever is the appropriate authority, Ministry of Labour and Employment, Govt of India, published in the Gazette of India applicable on 1st April / 1st October every year as the case may be.

FO = Retail selling price of diesel at the nearest diesel filling station of the Stockyard run by an agent of any Public Sector Oil Company as on the base date.

F1 = Retail selling price of diesel at the nearest diesel filling station run by an agent of any Public Sector Oil Company on 1st April / 1st October every year as the case may be.

WO = Wholesale price Index No with base as 100 in 2004-05 series as published by RBI of all the commodities for the month in which the base date falls.

W1 = Wholesale price Index No with base as 100 in 2004-05 series as published by RBI of all the commodities for the month April / October every year as the case may be.

v) For deployment of labour under Item No.5: The rates for deployment of labour will be adjusted in the following manner:

Rate on any Particular day = Rate Fixed in the Schedule of Rates
(+)

Amount of increase / decrease since base date in the Minimum Wage as notified by the Regional Labour commissioner (Central) FARIDABAD or Asst Labour commissioner (Central) FARIDABAD whoever is the appropriate authority, Ministry of Labour and Employment, Govt of India, published in the Gazette of India applicable to un-skilled workmen employed in handling of Iron and Steel products on 1st April / 1st October as the case may be.

Note: The CA may note that escalation charges will be paid as per the above stipulated escalation formula only. The CA shall not have any claim

for payment of any higher amount, otherwise than said escalation formula mentioned on any ground what so ever. However, the CA may note that they have to comply with all the laws applicable to them (existing or subsequent legislation) in the matter of payment of minimum wages and / or any allowances. Such compliance of laws shall not be a ground for claiming any higher amount from NSIC/ NSIC other than the amount computed as per the said escalation clause.

For Transportation item

The rates will be revised on the 1st April/1st July /1st October / 1st January of every year based on the Retail selling price of diesel prevailing on these dates as detailed below. The revision will come into effect from 1st April/1st July /1st October / 1st January for the work done on and from these dates.

vi) Item No 6 (For Transportation on FOR / IBST etc):

$$P_1 = P_0 (0.70 + 0.30 H_1/H_0)$$

Where, P_1 = Revised rate for Transportation.

P_0 = Transportation Rate as per award in Contract.

H_1 = Retail selling price of diesel, at the nearest diesel filling station run by an agent of any Public Sector Oil Company, on 1st April /1st July /1st October / 1st January, every year as the case may be.

H_0 = Retail selling price of diesel at the nearest diesel filling station of the Stockyard run by an agent of any Public Sector Oil Company as on the base date.

In the above calculation (for both handling items and transportation item), rounding-off shall be done (to two decimal places) after arriving at the Revised Rate (P_1) only but not at each factor. Revision in rates will involve both upward and downward revision depending on the fluctuation in the indices. Revision in rates would be made with reference to indices on base date and not with reference to indices on the date of the previous revision, if any.

The Company shall determine the rate to be paid or deducted in respect of any extra or additional work done or work omitted by the order of the Company's representative by deriving from analogous item, if any, in the contract (except for item no 6 of BOQ which shall be governed by specific terms and conditions mentioned at Annexure- A). In the absence of analogous item, the rates shall be fixed by the Company on the basis of basic rates and norms available in standard schedules / analysis of rates adopting market rates / statutory wages. The Consignment Agent shall submit the analysis on these lines duly supported by vouchers and other relevant documents. The cost element on account of provisions of profit including overheads shall not exceed 12.5% of the direct cost.

Clause-22

The Consignment Agent shall submit his Running Account bills once in a month based on the revised rates worked out as above for the actual operations performed in the prescribed format of the Company duly

supported by signed delivery Challan cum invoice and other supporting documents. In case the necessary notifications in respect of L1, F1 and W1 are not received, the Consignment Agent shall submit provisional bills based on 95% of the previous revised rates. The Consignment Agent shall claim adjustment for such provisional payments in the monthly bill submitted after receipt of necessary notifications. Once in six months, the bill shall be accompanied by a certificate from the Railways, if material is received by rail, that there are no dues to them on account of the transactions with the Consignment Agent, acting on behalf of the Company in terms of this agreement. The Company shall arrange for payment of the Running Account bills on 30th (thirtieth) day of the receipt of the bill with complete details after recovery for shortages or any other dues as per contract. In case of Final bill, the Company shall arrange for payment within 6 (six) months from the date of receipt of the bill with complete details.

The bills shall be paid based on the weight recorded on the Stockyard weighbridge excluding Rail receipts. In case of Rail receipts, the bills shall be paid based on the STC weight. In respect of wagons taken over after obtaining shortage certificate, the bills shall be paid based on the actual weight received. No dispute on this account will be entertained or will be maintainable.

The CA shall bear and pay all taxes, duties, levies and other liabilities, which are applicable or which may become applicable to the CA in connection with discharge of his obligations under this Contract except Goods and Service Tax (GST). No increase on the quoted rates shall be allowed on account of any increase in statutory levies mentioned above except GST. The company shall pay the GST claimed by CA in the 'tax invoice' raised and as certified by the company. The 'tax invoices' raised by CA shall contain all the details as required under Rule 46 of CGST Rules.

GST shall be applicable on all penalties (like liquidated Damages, milestone penalties, risk purchase recovery, shortages, penalty for late lifting/delivery, forfeiture of security deposit/earnest money deposit etc.) if levied by the employer on the contractor and shall be recovered along with GST applicable thereon. The employer shall issue tax invoice in favour of the contractor for such recoveries

The CA shall comply with all the necessary statutory compliances including but not limited to providing GST invoices or other documentation as per GST law relating to the above supply to NSIC, uploading the details of the invoice, payment of taxes, timely filing of valid statutory returns for the tax period in the Goods and Service Tax Portal so as to enable NSIC to claim Input tax Credit (ITC). In case the ITC of GST is denied or demand is recovered from NSIC on account of any act of CA, the CA shall indemnify NSIC in respect of the ITC denied. The CA shall also indemnify the company against any other liability such as interest and penalty that may rise on this account.

Income Tax or any other taxes or duties which the Company may be required by Law to deduct shall be deducted at source and the same shall be paid to the Tax Authorities for the account of the Consignment Agent and the Company shall provide the Consignment Agent with required Tax Deduction Certificate.

The payments to the CA under the contract shall be made by Electronic Fund Transfer to the Bank Account of the Consignment Agent.

In respect of payment made through Electronic Fund Transfer mechanism or Direct credit to the Consignment Agent's Account, the Consignment Agent should intimate discrepancies, if any, within 10 (ten) days from the date of dispatch of intimation letter of payment to them, failing which it shall be presumed that the funds have reached to their bank account and that no claims will be entertained after the said 10 (ten) days.

Any sum of money due and payable to the Consignment Agent under this contract may be appropriated and / or withheld by the Company and set off against any claim of the Company for payment of a sum of money arising out of or under any other contract or transaction with the Consignment Agent by the Company or by the Government.

Clause-23

The Company reserves the right to directly employ labour or employ a Contractor at the risk and cost of the Consignment Agent for services referred to in this Contract to meet any emergency if the Company is satisfied that the Consignment Agent is not in a position to render specific service within the period in which services are required after intimating the Consignment Agent through a letter. The Company's decision in this regard shall be final and binding on the Consignment Agent.

In the event of the Consignment Agent's failure / default to discharge his duties stipulated in the contract to the satisfaction of the Company by providing sufficient / timely labour / equipment / machinery to do any of the jobs entrusted to him under the Contract or unilaterally terminating the Contract, the Company shall have the right to get the work executed for the balance period of contract by directly employing labour or by employing a Contractor at the risk and cost of the Consignment Agent after giving 2 (two) weeks notice and all additional charges and expenses incurred by the Company in this behalf shall be recovered from the Consignment Agent. The decision of the Company in this regard shall be final, binding and conclusive.

In such cases, the Consignment Agent shall also be liable for debarring for a period of 2 (two) years. The decision of the Company in this regard shall be final and binding on the parties.

If the Consignment Agent or CA Manager or his representatives are found to have indulged in unauthorized removal or sale or misappropriation or conversion of the Company's materials or found to have indulged any other misconduct / malpractice in connection with the contract, the Company may terminate the agreement without any notice and recover losses suffered by the Company on this account. The Company's assessment of such losses shall be final. The termination of the Contract shall be without prejudice to the Company's right against the Consignment Agent under the Contract or under Law. In such cases, the Consignment Agent shall also be liable for debarring for a period of 7 (seven) years. The decision of the Company in this regard shall be final, binding and conclusive.

Without prejudice to the termination clauses elsewhere in the contract, the contract is liable for termination, on account of non compliance of the following conditions of the contract

- i) Deployment of Minimum Number of Cranes as stipulated in the NIT.
- ii) Deployment of Cranes (own as well as hired) not older than 5 years, at any point of time during the tenure of the contract, as stipulated in the NIT.
- iii) Installation and commissioning of straightening machines, in desired numbers, within the time frame stipulated in the NIT.
- iv) Desired output from the straightening machines as stipulated in the NIT.
- v) Frequent failures in respect of delivery of materials within the delivery period stipulated in the delivery orders / stock transfer advices viz more than 2 occasions in a month will be considered as failure and such failures occurring 3 times in any given year in consecutive months or otherwise shall attract termination.

Adverse feedback received from Customer about the services of the CA shall also be considered as an input for termination of contract.

In the event of the contract being terminated in exercise of the rights reserved under the above clauses, the Consignment Agent shall not be entitled to claim any damages / compensation from the Company on account thereof.

In the event of any amount being adjusted against Security Deposit the Consignment Agent shall immediately thereafter make good the amount so adjusted and on the Consignment Agent's failure to do so the Company shall have the option to terminate this contract.

Clause-24

Notwithstanding the expiry / termination, the liabilities and obligations of both the Company and the Consignment Agent as set out herein will continue to be in force until all the materials supplied / dispatched by the Company to the Consignment Agent upto the date of such expiry / termination are delivered by the Consignment Agent or accounted to the Company. After termination / expiry of the contract, the materials, if any, lying with the Consignment Agent's yard, shall be lifted by the Company within 2 months from the date of termination / expiry of the Contract and the Consignment Agent shall be responsible to arrange delivery of the materials as directed by the Company for which the Consignment Agent shall be entitled to remuneration as is due to him under the provisions of the contract.

On the day of expiry / termination of the contract, the Consignment Agent shall list and handover to the Company details of all documents relating to missing wagons / trucks/ trailers and wagons / trucks/ trailers in transit. If such wagons / trucks/ trailers are received by the Consignment Agent after expiry of the contract, the Consignment Agent shall immediately inform the Company's Branch Sales Office and extend all cooperation so that the Company can make necessary arrangements for taking delivery or for rebooking to any of the Company's other Stockyards. If the Consignment Agent unloads and takes delivery of the same to avoid demurrage / wharfage charges that may otherwise be incurred, he shall hold the materials in trust for the Company and should be entitled to the normal charges as per contract.

Clause-25

The Consignment Agent shall ensure 100% compliance of all the statutory provisions under The Minimum Wages Act, Employee Provident Fund and Miscellaneous Fund Act, Employee State Insurance Act etc., with respect to contract labour engaged by him, or his sub contractor for the work of NSIC/NSIC. He will in particular, ensure the following:

The Consignment Agent shall ensure that all his workmen should wear a prescribed Uniform while on duty in the Stockyard premises. The Consignment Agent shall also ensure the use of safety helmet and safety shoes by all the workers. The Consignment Agent shall keep sufficient number of first aid boxes at all places which are in frequent use at reasonable distance from one another. These shall be kept at the Stockyard in good order always and shall be available for use during working hours.

The Consignment Agent shall ensure that all lifting machinery including all parts and necessary gears whether fixed or movable shall be of good materials, adequate strength, free from patent defect and maintained in good working order and shall have been tested and examined by competent person from time to time under intimation to the Company.

No rope shall be used in hoisting or lowering or in preparing slings and no sling shall be used unless they are of suitable quality and possess necessary Test Certificate regarding freedom from patent defect and bring clearly the maximum permissible load. All such ropes and slings shall be regularly inspected and no wire rope shall be used in hoisting or lowering if it shows signs of wear, corrosion or other defect.

The Consignment Agent shall ensure that no lifting machinery or chain or sling or other appliances are loaded beyond the safe working load which shall be plainly marked thereon.

Where stacking, unstacking and handling in connection with the work is carried out, reasonable measures to guard against accidents shall be taken.

Where contract labour are handling materials with projecting sharp edges, fins, splinters, splinters or similar dangerous projecting parts such labour shall be provided with suitable protection equipments like helmets, safety boots, hand-gloves etc. by Consignment Agent.

The company shall not be in any way responsible for any accident or damages incurred or claims arising there from during the period of the contract. The Consignment Agent shall be responsible for obtaining registration under ESI Act 1948 before commencement of work of the contract and for regular remittance of ESI contributions (Employees + Employer's shares) every month on account of all employees of the Consignment Agent including Contract Labour, before 21st of the subsequent month, and submit to the Company, a copy of the Challan as a proof of remittance of ESI Contribution along with list of the workers with contribution details. If ESI Coverage is not available in a state, the Consignment Agent shall be required to obtain Insurance under the Employees Compensation Act, 1923, to cover all the employees of the Consignment Agent including Contract Labour. The Consignment Agent shall also be required to obtain Third party Liability Insurance, any other insurance in accordance with the Indian Laws and Regulations at his own cost, with the Company as the Principal holder, the said policy should be valid during the period of the Contract and deposited with the Company.

If any accident occurs, which either:

- i) causes loss of life to a worker or
- ii) disables the worker from work on which he was employed for the rest of the day or shift in which the accident occurred

Such accident shall be notified to the Executive In charge or his representative immediately. The Consignment Agent shall give first aid immediately to the injured person and thereafter shift him promptly to the hospital or other places of treatment.

Where any accident causing disablement or death occurs, the Consignment Agent shall be liable for such injury or death caused as a result of such accident either within or outside the yard premises in the course of work. The Consignment Agent shall be responsible for such contingencies and will make good all claims for compensation claimed by his labour or staff or Tribunal / ESI Authorities or Commissioner of Workmen's Compensation Act and other relevant laws of the land. He shall also indemnify the Company and pay all such sums as may be awarded in respect of claims for compensation arising out of or consequent to any accident to any staff or labour working under him pursuant to the provisions of the ESI Act 1948 or Workmen's Compensation Act (VII of 1923 and XV of 1933) or any subsequent modifications or amendments to the Act thereof. The Consignment Agent shall be required to submit a copy of the ESI registration Certificate, indicating their ESI Code Number, along with its tender. In case the same is not available, they shall submit along with their tender, a letter of undertaking to submit the same before commencement of work of the contract. The Consignment Agent shall be responsible for obtaining registration under ESI Act 1948 and for regular remittance of ESI contributions (Employees + Employer's shares) every month on account of all employees of the Consignment Agent including Contract Labour, before 21st of the subsequent month, and submit to the Company, a copy of the challan as a proof of remittance of ESI Contribution along with list of the workers with contribution details. If ESI Coverage is not available in a state, the Consignment Agent shall be required to obtain Insurance under the Employees Compensation Act, 1923, to cover all the employees of the Consignment Agent including Contract Labour and submit copies of such Insurance Policies to the Executive In charge, before commencement of work of the contract. All costs incurred by the Company in connection with any such claims should be made good by the Consignment Agent and the Company reserves the right to pay in the first instance such amount of compensation as is payable under the said Act or any other Act / rule and to recover the amount so paid from the Consignment Agent.

The Consignment Agent shall take insurance policy and submit a copy of the same to the Executive In charge, before commencement of work of the contract for payment of an ex-gratia amount of Rs.5,00,000/- (Rupees Five lakhs only) per head in case of fatal accidents to the contract labour (deceased) engaged by him in addition to the Compensation payable under ESI Scheme/ Workmen's Compensation Insurance Policy (if ESI Coverage is not available in the state). As and when a fatal accident takes place, along with the Workmen's Compensation, the Consignment Agent is required to pay the ex-gratia amount within 30 days from the date of accident.

The Consignment Agent shall maintain at his cost, in full force and effect from Insurance Companies in India acceptable to representatives of NSIC/NSIC from the time of award of contract:

(i) All such Insurances as are required by law for the purpose of the contract.

(ii) All such Insurances required in respect of equipments used for the purpose of the contract.

The Consignment Agent shall indemnify and keep indemnified the Company, against all losses and claims for injuries or damages to any persons or property whatsoever and/or against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever which may arise out of or in consequence of this contract.

The Consignment Agent shall insure against any damage, loss or injury which may occur to any property or to any person, including any employee of the Company, by or arising out of the work of this contract for an amount not less than Rs 50,000/- (Rupees Fifty Thousand only) and submit copies of such policies/ and receipt of payment of the current premiums, to the Executive In charge. The Consignment Agent shall update and keep the Insurance policies throughout the period of the contract.

Clause-26

The Consignment Agent shall carry out, perform and observe the provisions of all Labour Laws / applicable Acts / Statutes like Shops and Establishment Act, Contract Labour (Regulation and Abolition) Act 1970, Contract Labour (Regulation and Abolition) Rules 1971, the Minimum Wages Act 1948, Payment of Wages Act 1936, Employees' Provident Funds & Miscellaneous Provisions Act 1952, Employees' State Insurance Act 1948/Employees' Compensation Act 1923, Bonus Act 1965, Payment of Gratuity Act 1972, Factories Act 1948, Industrial Disputes Act 1947, Child Labour (Prohibition & Regulation) Act 1986, Maternity Benefit Act 1961, and other statutes and amendments thereof and or any other enactment passed by Parliament or State Legislature and any rules made there under by the appropriate Government in any way affecting the labourers employed by the Consignment Agent and shall indemnify and keep the Company indemnified against any liability that may be imposed upon the Company by law or by Government for non-observance by the Consignment Agent of any of the provisions of the various Laws / Acts / Statutes aforesaid or for the Consignment Agent's failure in ensuring compliance as aforesaid and reimburse and discharge all sums that may be claimed or awarded or decreed by appropriate authorities in any manner whether as penalty, fine, levy, demands or composition fee, arising out of or consequent upon breach of the requirements and provisions of any Statutes, Laws, Rules & Regulations by the Consignment Agent / CA Manager.

The Consignment Agent shall be bound to carry out, perform and observe all the obligations of the principal employer under the various Acts and Rules in force from time to time. He shall maintain such records as are required under the applicable laws and submit them for scrutiny whenever required to do so by the Company.

As security for fulfillment of the obligations, the Consignment Agent will be deemed to have authorized the Company to set off any claims under various Acts and Rules in force from time to time, against the bills payable to him and also to withhold the payments due to him till such time as the requirements of Laws are complied with or to adjust payments to be made to and/or on account of the employees of the Consignment Agent

from the amounts payable to him. The Consignment Agent shall have to maintain the following registers in the forms, as prescribed under various statutes and Rules framed there under and show such registers to the concerned Branch Manager or his nominee as and when called for:

- i) Muster Roll
- ii) Register of Wages
- iii) Register for Deductions for Damage or Loss
- iv) Register of Over Time
- v) Register of Fines
- vi) Register of Advances
- vii) Wage Slip
- viii) Register of Workmen employed by Consignment Agent
- ix) Employment card
- x) All other statutory registers which are to be maintained by the Contractor i.e., Consignment Agent as per the statutes related to contract labour engaged by him.

The Consignment Agent shall obtain necessary license from the competent authority under the Contract Labour (Regulation and Abolition Act, 1970) and rules framed there under and shall produce copy of such license to the Executive In charge, before commencement of work of the contract, in case the number of workmen to be employed is 20 or more.

The Consignment Agent shall have to produce to the Company or its designated officer, the renewed license every year. In case he fails to produce the statutory / renewed license within the stipulated period, the contract shall be liable to be terminated by giving 15 (fifteen) days notice.

The Consignment Agent shall furnish to the Executive In charge a copy of the half-yearly return in the form XXIV prescribed under the Contract Labour (R&A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971.

The Consignment Agent shall be responsible and undertake to provide the following welfare facilities for the workers employed by him in compliance with Chapter (V) of the Contract Labour (Regulation & Abolition) Act 1970 viz canteens, rest rooms, sufficient supply of wholesome and safe drinking water from Water Purifier Machines at convenient places, sufficient number of latrines and urinals, and washing facilities and also provide for first aid box equipped with contents as may be prescribed under the rules framed under the Contract Labour (Regulation and Abolition) Act 1970 at every place where contract labour is employed by him.

The Consignment Agent shall undertake and be responsible for providing canteen facilities for the workers employed by him in compliance with Chapter V of the Contract Labour (Regulation & Abolition) Act, 1970 and also provide First Aid Box, equipment with contents, as prescribed under the Rules framed under the above Act, at every location where labour is employed by him.

The Consignment Agent shall not allow the use or sale of ardent spirits or other intoxicating beverages in the working area or in any of the buildings, premises occupied by him in connection with the work in question.

No canteen facility of the Company will be available for the above purpose under this agreement, however the Consignment Agent shall be liable to provide canteen as may be required.

The Consignment Agent shall ensure that the working hours for female workers, if any, employed by him shall be regulated as per the requirements of the statute.

26.12 The Consignment Agent shall further ensure that proper discipline and decorum is maintained by the workers / employees engaged by him, in the yard.

26.13 If any loss arises due to theft, pilferage or damage of articles which have happened during the work, the Consignment Agent will be responsible and cost of articles and quantum of damage as assessed by the Company will be recovered from him. He shall, if necessary, provide adequate security against such incidents at his own cost.

Clause-27

27.1 The Consignment Agent should register themselves with the Regional Provident Fund Commissioner and will be required to follow PF rules irrespective of the number of workmen employed failing which payments due to him will be withheld.

The Consignment Agent shall furnish to the Company at the commencement of the Contract a list of names and addresses of the workmen employed by him with their respective daily rates of pay and the dates of employment and a statement as to whether they are members of recognized Provident Fund.

The Consignment Agent shall pay to his labourers (male & female) the minimum wages prescribed under the Minimum Wages Act or such minimum wages as may be prescribed from time to time by the appropriate Government.

The contractor shall pay wages not less than the minimum wages notified by the appropriate Government from time to time to the workers deployed by him. The payment shall be made on the due dates either by way of crossed cheques or crediting the wages to the bank accounts of the concerned contract workers. Proof of such payment shall be submitted by the contractor to the Engineer In charge by 10th of the subsequent calendar month.

The Consignment Agent shall be responsible for payment of adequate wages not less than the minimum wages prescribed by the appropriate statute, to his labour employed and shall also submit a certificate to the Company within a week after disbursement, details showing acquittance and wage period.

The Consignment Agent will be required to furnish to the Company the following particulars regarding the payments to be made by him to his workers, immediately after the commencement of the work in question:

- i) Wage Period
- ii) Place of disbursement of wages
- iii) Payment and date of disbursement of wages.

The above particulars are also to be displayed in the form of a notice at the work place and copy of the same should be sent to the inspector under the Contract Labour (R&A) Act, 1970. All payments shall be made on working days at the work place and during working hours, as provided in the rules framed under the said Act.

Wages to the workmen should be paid on or before the 7th of the subsequent month. If 7th falls on a holiday or weekly off day, the payment should be made one day prior to that. Payment of PF for the month, both the Employer's (in this case Consignment Agent) and Employee's (in this case workman employed by the Consignment Agent) contributions should be deposited in the bank in the permanent PF code numbers and challan obtained before the 15th of the subsequent month and forwarded to the Company.

In case of failure of the Consignment Agent to comply with any of the above, the following action shall be taken by the Company:

	Lapse	Action by the Company
1	Payment of wages at rates less than those notified under the Minimum wages notification	An amount equivalent to the differential amount between wages to be paid under Minimum wages notification of the Government, applicable for the period less actual wages paid shall be recovered from the bills of the Consignment Agent, as certified by the Executive In charge.
2	Non-payment of wages	An amount equivalent to wages payable by the Consignment Agent applicable for the relevant period shall be recovered from the bills of the Consignment Agent, as certified by the Executive In charge.
3	Non-payment of PF	Recovery of PF amount and an amount equivalent to maximum penalty leviable by Regional Provident Fund Commissioner for the delayed period under the provisions of EPF & MP Act and rules framed there under for delayed remittance of PF contributions (both the Employee's and Employer's (in this case, the Consignment Agent's) contributions and other contributions), shall be recovered from the bills of the Consignment Agent as certified by the Executive In charge.
4	Delayed payment of PF	An amount equivalent to maximum penalty leviable by Regional Provident Fund Commissioner for the delayed period under the provisions of EPF & MP Act and Rules for delayed remittance of PF contributions (both the Employee's and Employer's (in this case, the

		Consignment Agent's) contributions and other contributions), shall be recovered from the bills of the Consignment Agent, as certified by the Executive In charge.
5	Non Payment of ESI	Recovery of ESI amount and an amount equivalent to maximum penalty leviable by Employees' State Insurance Corporation Authorities, for the delayed period under the provisions of ESI Act 1948 and rules framed there under for delayed remittance of ESI contributions (both the Employee's and Employer's (in this case, the Consignment Agent's contributions), shall be recovered from the bills of the Consignment Agent as certified by the Executive In charge.
6	Delayed Payment of ESI	An amount equivalent to maximum penalty leviable by ESI authorities for the delayed period under the provisions of ESI Act 1948, and Rules for delayed remittance of ESI contributions (both the Employee's and Employer's (in this case, the Consignment Agent's) contributions), shall be recovered from the bills of the Consignment Agent as certified by the Executive In charge.
7	Delayed payment of wages	If the contractor fails to pay wages within the stipulated time i.e. by 7th working day of the subsequent month, a penalty up to 1% of the gross wages (Basic, D.A & overtime (if any) except any other allowances) of the workers will be levied for every day of lapse subject to a maximum of 10% in any calendar month. This is without prejudice to appropriate action against the contractor including debarring, in case of perpetual/habitual default.

Clause-28 Arbitration Clause:

Disputes to be finally determined by HOD (Marketing):

The decisions, opinions, directions, certificates or valuation of the HOD(Marketing) with respect to all or any part of the matters under Clause No 3.7,7.6,8.3,8.5.1 to 8.5.4,10.3,13.2,13.6,15.4,15.5,23.1,23.2, 23.3,23.4 of 'Terms and conditions of contract' and Clause No.4 of 'Format of Indemnity and Custody Bond' for the decision of which specific provisions have been made hereof (which matters herein referred to as 'Excepted matters')

shall be final and conclusive and binding on the parties and hereto and shall be without appeal.

SETTLEMENT OF DISPUTES

All disputes and differences, whatsoever, arising between the parties out of or relating to or in connection with the construction, meaning, scope, operation or effect of this contract or breach thereof shall be settled between the Employer and the Contractor amicably. In the event of any dispute, the parties shall endeavor to resolve such dispute by discussion in good faith in the first instance within 30 (thirty) days of notice of such dispute. The mutual discussion shall be without prejudice to the rights of the parties to proceed to arbitration. If however, the parties are not able to resolve their disputes and differences amicably as aforesaid, such disputes and differences whatsoever arising between the parties out of or relating to or in connection with the construction, meaning, operation or effect of this contract or the breach thereof shall be settled by Conciliation and Arbitration. In cases where Conciliation fails, the parties shall resolve their disputes/differences through Arbitration.

The said Conciliation/Arbitration proceedings shall be governed by the provisions of Arbitration and Conciliation Act, 1996 (hereinafter referred to as the 'Act') of India and the statutory modifications/ amendments thereto.

The appointment/nomination of Conciliator/Arbitrator(s) for Conciliation/ Arbitration shall be as specified below:

Conciliation:

- a) The person to be appointed as Conciliator shall be an Officer not below the grade of General Manager either in service of NSIC or a retired officer of similar grade of NSIC or other P.S.U.s and shall be appointed by NSIC.
- b) The Fee payable to Conciliator (Conciliator other than serving officer of NSIC) shall be a fixed amount of Rs.50,000/-. The other expenses such travelling, boarding & lodging etc., shall be reimbursed as per actual.
- c) The Fee and other expenses for holding the Conciliation proceedings shall be shared equally by both the parties.

Arbitration:

- a) In case where the sum of the claim(s) made is equal to or less than Rs.5 Crores, the disputes/differences shall be referred to a Sole Arbitrator to be appointed by NSIC.
- b) In case where the sum of the claim(s) made is more than Rs.5 Crores, the disputes/differences shall be referred to a three member Arbitral Tribunal, consisting of nominee arbitrators of each party and the Third/Presiding arbitrator, who should be a former judge of either any High Court or Supreme Court of India, shall be appointed by the said two arbitrators nominated by the respective parties.
- c) The Fee payable to the Arbitrator(s) shall be in line with the Fourth Schedule (inserted by Amendment Act No.3 of 2016) and the Rules framed if any under the Arbitration and Conciliation Act, 1996 in force at the time of invocation, with a maximum ceiling of Rs.10,00,000/- to each Arbitrator. The costs and incidental expenses etc. for conducting the Arbitration proceedings and the Fee payable to the Arbitrators shall be born equally by both parties.

The seat and venue of Conciliation/Arbitration shall be at Faridabad.
The language of Conciliation/ Arbitration shall be English.

The award made in pursuance of above shall be a reasoned award and shall be final and binding on both the parties.

Both parties agree that no interest shall be awarded by the arbitrator/arbitral tribunal in any arbitration proceedings pertaining to this contract.

Notwithstanding the existence of any dispute and differences or conciliation or arbitration in terms hereof or otherwise, work under the contract shall continue during the arbitration and each party shall continue and be bound to continue to perform their respective obligations according to the contract, and, the parties shall remain liable and bound in all respects under the Contract. Provided further that, no reference to Arbitration, whether the final bill for the contractual work has been passed or not, shall be made later than 6 months from the date of satisfactory completion of the work under the contract.

The courts at Faridabad, India with the exclusion of all other courts shall alone have jurisdiction over all matters relating to this contract and the disputes and differences arising from the same. Governing law shall be Laws of India.

The submission of any dispute or disagreement to arbitration shall not in any way affect or limit the Company's right to file and prosecute under the applicable law for any and/or all sums that the Company claims to be due and owing to the Company under this Contract.

This contract shall be governed by the Laws of India for the time being in force.

Signature of the tenderer

Date:

Specific terms and conditions for carrying out transportation work of steel consignments under FOR (Free on Road) deliveries/Inter Branch Stock transfer (IBST) to the Branches /any other transportation work under this contract.

(*All the clauses mentioned below shall be applicable to Consignment Agent (CA) while executing this item for FOR/IBST transportation work. In case the sale of the material to the customer is concluded on "Ex-Stockyard" basis, wherein the transportation will be done at the risk of the customer, the clauses mentioned below which are related to calculating the distance/slab rates/escalation of rate/payment to CA (#) shall only be applicable.

1. This document specifies only the scope of work and the terms and conditions under which the transportation work of steel consignments shall be executed by the Consignment Agent (CA).
2. In consideration of the payments to be made by the company, the CA shall be responsible for transportation, by Truck / Trailer, of all types of Steel materials of the Company. The payment for transportation job shall be made under a separate item no 6 in the BOQ, category wise, as per the actual distances of the destinations from the Stockyard.
3. The contract rates agreed shall be deemed to be inclusive of the cost of discharging all the general duties for performing the work envisaged efficiently, under the contract.
4. All other Central, State and local taxes, if any, levied by appropriate authorities on company's materials by reason of their entry en-route into the specified areas, will have to be paid in the first instance by CA and then claimed from the Company on submitting documentary evidence. The CA shall also be responsible to claim from the concerned authorities any refund/rebate on such taxes/levies as may be allowable under the applicable Act/Rules on behalf of the Company and intimate the Company and pass on the amount so recovered to the Company. Should the CA fail to claim such refunds/rebates as admissible, the amounts lost by the Company due to the CA's failure, shall be recoverable from the CA. Toll charges etc., if any, for moving the materials, from the originating station to destination station, will be borne by the CA and will not be reimbursed by the Company.
5. All the material shall be deemed to be in the possession of the CA and in his care and custody, at his risk and responsibility from the moment these have been delivered to and accepted in writing by the CA or his representative at the loading point and till such time these are delivered to the consignee under proper acknowledgement.
6. It shall be deemed that the CA is fully familiar with all the work connected with the transportation of materials as well as matters pertaining to rules and regulations stipulated by the Government Authorities like Central, State or Local Authorities etc., and could perform the services covered under this contract in a careful, thorough, workmanlike manner in conformity with accepted standard practices. For this purpose, the CA shall provide the requisite number of trucks/trailers and manpower. No claim shall be entertained for enhancement of rates on account of work involved or any ground whatsoever, except for diesel escalation provided in the terms and conditions of the contract.

7. The Company shall neither assure nor guarantee any quantum of material that may be entrusted to the CA for transportation at any given time or throughout the period of contract. However, a firm indicative quantity to be transported will be provided to him, which the CA shall be deemed to have read and understood. The firm indicative quantities given are purely indicative and projected only to enable the CA in arriving at the value of the transportation work and the approximate facilities required to be provided by him. The CA shall have no claim against the Company, in case any of his trucks / trailers /equipment(s) / facilities or labor remain idle or for any other expenses incurred by him due to the flow of work not being continuous or for stoppage of work.
8. NSIC reserves the right to award transportation work to any destinations falling within the distance categories mentioned in the NIT and also any other transportation work (like bringing back customer rejected material to the Stockyard etc.) from time to time, during the contract. By submission of tender, the tenderer conveys their consent to carry out transportation work for all the distance categories mentioned in the NIT and for any number of new destinations and also for any other transportation work (like bringing back customer rejected material to the Stockyard etc.) that may be added by NSIC from time to time, during the contract. The relevant transportation rate quoted/awarded (Rs per KM/MT) as per the categories mentioned in the NIT shall also be applicable for new destinations/ any other transportation work that may be added by NSIC from time to time. In case of destinations which are upto 50 KMs, the payment shall be made for 50 KMs as per the rate quoted/awarded under the category of >50 KM to 100 KM range. In case of future route restrictions & new routes etc. while operating transportation work, the actual distance travelled will be considered based on CA's claim for the same and supplemented by Govt notification. The distance thus may become higher or shorter depending upon the type of restriction and the payment will be made accordingly.
9. Distances for all destinations are arrived based upon the distance and route maps shown in the website www.mapsofindia.com / Govt. notifications in vogue and after due adjustments of the local distances and the same shall be mentioned in the Transportation Work Order (TWO) / Delivery Order (DO)/Stock Transfer Advice (STA). The distance calculation made by NSIC shall be final and binding on the CA.
10. For the services rendered by the CA, the Company shall pay to the CA as per the rates awarded under item no 6 of BOQ, category wise, for transportation of material from the originating station to the destination.
11. Every transportation work order from employer to the CA should be accompanied with a chronologically numbered covering note, giving details of DO or STA, name and address of the consignee, distance in KMs and allowable transit period, worked out as per the provisions of the contract which will be binding on the CA.
12. The mere mention of transportation to any destination in this contract does not by itself confer the right on the CA to demand that the transportation of all the material to the destination should necessarily or exclusively be entrusted to him all the times.
13. After getting the due intimation from NSIC, it shall be the sole responsibility of the CA to collect Delivery Orders (DOs) / Stock Transfer Advices (STAs) etc. from the concerned office on daily basis,

details of which shall be recorded in a register by the Branch Sales office. Failure to collect DOs /STAs etc shall not absolve the CA from the consequences arising from such failures.

14. Transportation of all types of Wire Rod Coils (WRC) & Rebar Coils (RBC) of all sizes, Blooms up to 6.0 Mtrs length & Ingots, Cut / Bent materials of all types / sizes of Steel products etc. shall be done by Truck. Transportation of all full length material (including assorted), and cut materials having length beyond 6 mtrs, shall be transported by Trailer. Coil material shall not be dispatched by trailer under any circumstances. However the payment (in Rs/KM/MT) shall be same for both the categories.
15. The CA shall lift the DO / STA quantity within 5 days from the date of issue of DO / STA. A fine of Rs.40/- per MT per Day shall be imposed on the CA(subject to a maximum of 10% of the freight) for the quantity not lifted within the time stipulated(i.e. 5 days) by NSIC in the DO/STA. Stock Transfer Challan (STC) / Delivery Challan (DC) date shall be considered as the date of lifting. However, DO/STA shall be closed by 10th day from the date of issue and the CA will not be permitted to lift the material against such closed DO/STA, unless otherwise approved by the Executive I/C permitting the lifting with applicable fines. The fine, if any, shall be intimated by Stockyard In charge of NSIC to the Executive In charge for effecting recovery from the CA's bills. If the amount falls short, the same shall be recovered from SD. However in case of exigencies, the time stipulation of 5 days can be reduced suitably as per the requirement of the Company/customer by the Executive In charge, for which the CA shall agree for. In such cases, the fines shall be for the reduced period of lifting as stipulated above.

In addition to the above fines, in case of failure of the CA to lift the materials within 10 days from the date of issue of DO / STA, the Company shall have the right to get the work done at the risk and cost of the CA and the additional expenditure thereon shall be recovered from the CA.

16. Transit Period for trucks:

Date of Loading + 1 Day	for ---	Distance less than 100 Km
Date of Loading + 2 Days	for ---	Distance less than 200 Km
Date of Loading + 3 Days	for ---	Distance less than 400 Km
Date of Loading + 4 Days	for ---	Distance less than 600 Km
Date of Loading + 5 Days	for ---	Distance less than 800 Km
Date of Loading + 6 Days	for ---	Distance less than 1000 Km
Date of Loading + 7 Days	for ---	Distance less than 1200 Km

17. For Transportation by Trailer, One (1) extra day for each slab upto 600 Km and two extra days for slabs above 600 Km shall be allowed. Every Transportation work Order from Company to the CA (i.e. Delivery Orders or Stock Transfer Advices / Despatch Advices) should be accompanied with a chronologically numbered Covering Note, giving details of Name and Address of the Consignee, Distance in Kms and Allowable Transit period.
18. For delay beyond the above specified transit time, fine shall be levied at the rate of 3% of the freight charges for every week or part thereof of the delay beyond the above specified time, subject to a maximum of the freight charge, except in case of force-majeure. Only major accidents / major breakdowns of the vehicle and other natural calamities like floods, break down of Bridges or any clause of like nature beyond the control of CA shall be considered as force-majeure, which shall be intimated to the Executive In charge by Telegram / Fax / E-Mail. In case of route

diversions due to force majeure, the additional transit time will be extra to the transit time as mentioned at clause no 16&17 above.

19. The DO / STA with left out quantity less than 17 MT in case of Trucks and 25 MT in case of Trailers shall be short closed at the request of the CA without imposing any fine on the short closed quantity. Moreover, if the transporter is interested to lift more than the DO/STA quantity to make up for the Truck load / trailer load, the same may be considered.
20. In case of FOR deliveries, the LD/any other recoveries attributable to the CA shall be recovered accordingly.
21. Normally, unloading of materials at the destination shall be arranged by the CA in case of Inter Branch Stock Transfer (IBST) and by the Customer, in case of FOR. In case of unloading of materials at the destination of any customer is required to be arranged by the CA, the same shall be indicated in the DO and the CA shall be paid @ Rs.30 PMT. Under no circumstances, demurrages / detention charges shall be payable to the CA under this contract.
22. The CA shall ensure that the following documents accompany the vehicle:
 - (i) Company's Stock Transfer Challan (STC) / Delivery Challan (DC)
 - (ii) Lorry Receipt (LR) indicating the following details:
 - (a) Truck / Trailer Registration no
 - (b) Date of Despatch
 - (c) Number of Pieces / Coils / Bundles, Measurements (if not standard) and weight of material dispatched
 - (iii) Test Certificate for the material dispatched, whenever the same is given by the Company.
 - (iv) Way Bill issued by Sales Tax Department / CTD, photocopy of invoice wherever applicable.

{(#) In case of Ex Stockyard sales, the ex Stockyard weightment shall be final for payment of freight amount. Other than the documents mentioned at para-22(i) above, are not required for the purpose of payment of freight amount}.
23. The CA shall not load any other cargo belonging to any other party in the Vehicle carrying the Company's material.
24. The CA shall allow the Company's representative to travel as escort, free of cost, as and when required by the Company.
25. After unloading of the material at the destination, the CA shall handover the documents as listed at Clause No.22 above to the consignee. The CA shall also obtain the following documents from the consignee:
 - (a) Acknowledgement from the authorized representative of Consignee along with his name and rubber stamp with the following details on another copy of Lorry Receipt (LR):
 - (i) Date of delivery to the consignee
 - (ii) Number of pieces / Coils / Bundles, Measurements (if not standard) and weight of material delivered to the consignee.
 - (iii) Weightment Slips of the consignee in support of the weights acknowledged on the Lorry Receipt (LR).
26. Transshipment of goods enroute from one vehicle to another vehicle shall not be allowed. The Vehicle Registration No. in which material is loaded,

shall be mentioned in LR / STC. In case any enroute transshipment is inevitable due to breakdown etc., it shall be done only with prior approval of the Company (Sr. Branch Manager/Executive In charge of the destination branch) after furnishing the reasons for transshipment. However, the transit period including grace period shall be as per Clause 16&17 above.

27. In case of non delivery of material within 10 days after expiry of transit time as specified at clause 16&17 above, the material shall be treated as shortage and recovery shall be made from the CA at the rate of 125% of the Price mentioned in STC / DC, from the immediate bills of the CA.
28. The CA shall submit a fortnightly report with complete details regarding delivery position of all the consignments taken by him.
29. Destinations where the required weighbridges are not available at the customer premises, the CA's vehicle has to travel extra distance to the place of such weighbridge for weighment at no extra cost. The CA shall be deemed to have taken these aspects into consideration. No extra claims shall be entertained from the CA on this account.
30. The CA shall submit bills for transportation item no 6 of BOQ separately, at the agreed awarded rates, to the Stockyard I/C of NSIC, BSO FARIDABAD, every fortnight along with acknowledgement of the consignee, regarding quantity of the material received consignment wise. The payment shall be made on the basis of weight of actual quantity received by the consignee or STC / DC quantity whichever is lower. The weight recorded at the company's Stockyard weighbridge at the originating station shall be final and binding. No claim whatsoever shall be entertained on this account. The CA's bills shall be recommended for payment by the Stockyard In charge after taking into consideration of all the recoveries as per contract and after ensuring compliance of the statutory provisions by the CA.
31. The company shall generally arrange payment of the bills within 30 days from the date of receipt of clear bills, with required supporting documents. The following are the documents to be submitted by the CA to the Executive In charge of the respective Branch for release of payment.
 - (i) Name of the contractor, Material Description,
 - (ii) Employee Stock Transfer Challan (STC) / Delivery Challan (DC).
 - (iii) Lorry Receipt (LR) with the following:
 - (a) Truck / Trailer Registration Number,
 - (b) Despatch date.
 - (c) Number of Pieces/Coils/Bundles and Weight of material dispatched
 - (d) Date of delivery to the consignee
 - (e) Number of Pieces/Coils/Bundles and weight of material delivered to the consignee.
 - (iv) Consignee's acknowledgement for (d) & (e) above, with the name of the person who received the consignment and rubber stamp of the consignee.

(v) In case of claiming any reimbursement under the contract like Octroi etc, supporting bills on proof of payment.

32. The rates shall remain firm during the tenure of the contract except for the variation on account of High Speed Diesel (HSD) prices, as per the formula given at Clause no 21.1(vi) of terms and conditions of contract.
33. The CA shall comply with the requirements as may be necessary under GST rules of the relevant State in connection with the transportation of the materials
34. The weights, number of pieces / bundles / coils and measurements (if not standard) of materials / goods / consignments mentioned in the STCs / DCs of the company shall be the basis for assessing the losses in transit and for recovery of damages / compensation thereof. The CA shall be responsible for any discrepancies found at destinations in respect of weight, number of pieces / bundles / coils, measurement (if not standard) of the materials / goods / consignments. The CA shall also be responsible for checking the packing conditions of materials before he takes delivery of the same for transportation. Once the materials are accepted for transportation by the CA in writing they shall be deemed to have been handed over by the company in proper condition unless otherwise pointed by the CA at the time of taking delivery from the company at the loading point and recorded in the LR/STC/DC. Once the materials are loaded into CA's vehicles, no dispute regarding this will be entertained.
35. No allowance shall be allowed for shortage by weight and the weight acknowledged by the customer at destination station shall be final and payment shall be made for the weight acknowledged by the customer in case of FOR delivery/Stockyard In charge of Destination station in case of IBST.
36. In case of discrepancy in the number of pieces / bundles / coils or in measurements (of not standard) of material / goods / consignment, the losses as assessed by the company shall be recoverable from the CA. No adjustment shall be made with the shortages/excess in the Stockyard. The decision of the company in this regard shall be final, binding and conclusive.
37. The CA may obtain suitable insurance against loss / damage of material in his custody in his own interest and at his own cost from the time of loading into his vehicle till the materials are delivered at the customer's premises.
38. The CA shall abide by the provisions of the Motor Vehicles Act 1989. The regulations relating to weights as specified in the Act shall be scrupulously followed. Any contravention of the Motor Vehicles Act / Rules by the CA shall render the contract liable for cancellation. The CA shall at his own cost obtain all the road permits or any other relevant authorization from competent authority. Any contingency arising in this respect shall be entirely the CA's responsibility.
39. The company shall not be responsible for any damage to the truck / trailer suffered by the CA during the course of operation and the CA in their own interest shall obtain suitable and sufficient cover from underwriters and no claims / correspondence on this account shall be entertained by the company. The CA will indemnify and keep the company

indemnified against any expenses, losses, damages etc, the company may have to incur regarding this.

40. The CA shall provide danger lights / flags, as per Motor Vehicle Act to ensure safety against over-hanging / over-dimension consignments. The CA shall also provide caution lights / boards whenever the vehicle is under emergency parking on road due to breakdown etc.
41. The CA shall be responsible for any mishap, accident en-route, the consequences thereof including legal compensation, if any, and payable during the execution of the contract. The company shall not be in any way responsible for any accident or damages incurred or claims arising there from during the period of the contract. The CA will indemnify and keep the company indemnified against any expenses, losses, damages etc, the company may have to incur regarding this.
42. In case any amounts are recoverable under the contract, NSIC reserves its right to recover the same either from the bills of the CA or by encashing the Security Deposit partly or fully.
43. The CA should ensure that all the vehicles placed for lifting the materials possess a valid PUC (Pollution under control) certificate all the time & fitness certificate as per motor vehicle Act.
44. The above are standard terms and conditions of NSIC. However, in case NSIC desires to change/cancel/modify/add some of the above conditions, NSIC reserves its right to do so.
45. The above terms and conditions specific to FOR/IBST transportation work form part of the standard terms and conditions of CA.
46. The contractor shall obtain / generate E-way bills wherever required and follow all the provisions relating to E-Way bills under GST Rules

(ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE PURCHASED IN THE NAME OF EXECUTING BANK)

(FROM A SCHEDULE BANK)

Name & Address of the Bank :
Bank Guarantee No.& Date :
Date of expiry :
Limit of liability :

Ref: NSIC's Letter of Acceptance Ref No. _____
"For Handling and storage of Iron and Steel Materials of RINL/VSP at FARIDABAD and transportation of Steel consignments from Stockyard to customer premises/other Stockyards of RINL/VSP"

Subject: Security Deposit
To
NATIONAL SMALL INDUSTRIES CORPORATION LIMITED
BRANCH OFFICE FARIDABAD - 121001

In consideration of NATIONAL SMALL INDUSTRIES CORPORATION LIMITED, a Company registered under the Companies Act 1956 having its head office at NSIC Bhawan, Okhla Industrial Estate, New Delhi - 110020 and also having one of its Branch Office at 107, Nissan Hut, NH-5, Railway Road, Faridabad - 120001 hereinafter called the Company) having agreed to accept this Bond towards the Security Deposit of Rs...../ - (Rupees.) under the terms and conditions of the contract awarded vide Letter of Acceptance No. dated (hereinafter called 'the said Agreement') made between the Company and M/s (hereinafter called 'the Consignment Agent') for Handling and Storage of the Iron and Steel materials at and transportation of Steel consignments from Stockyard to customer premises/other Stockyards of NSIC covered under the said agreement as a guarantee for the security of materials dispatched to the said Consignment Agent in terms of the said agreement as also for the due fulfillment of all the terms and conditions contained in the said agreement, on furnishing of a Bank Guarantee for Rs..... /- (Rupeesonly), we (Name of the Bank) (hereinafter referred as the said Bank) do hereby covenant and agree with you as under:

1. We undertake to indemnify you and keep you indemnified from time to time to the extent of Rs...../-(Rupees only) against any loss or damage or costs caused to or suffered by or that may be caused or suffered by you by reason of any breach or breaches on the part of the Consignment Agent of any of the terms and conditions contained in the said agreement and in the event the Consignment Agent shall make any defaults in carrying out any of the works under the said agreement or otherwise in the observance and performance of any of the terms and conditions relating thereto, we shall forthwith without any

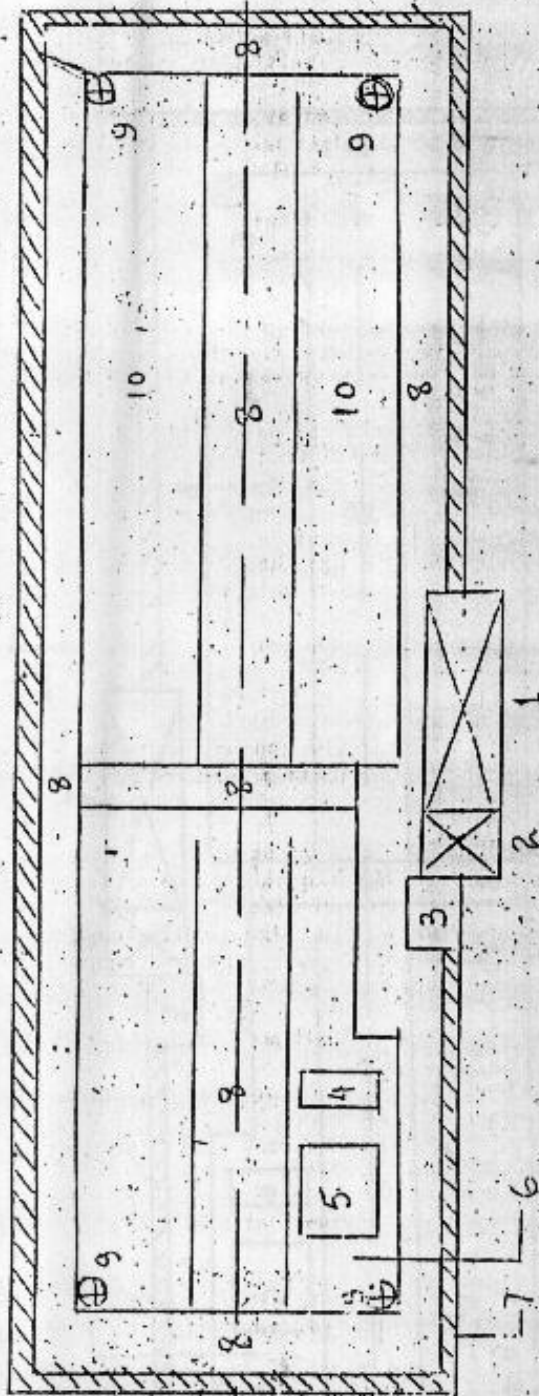
protest or demur pay to you such sum or sums not exceeding in total the said sum of Rs...../- (Rupees.....only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default / defaults on the part of the Consignment Agent.

2. Notwithstanding anything to the contrary, your decision as to whether the Consignment Agent has made any such default or defaults and the amount or amounts to which you are entitled by reason thereof shall be binding on us and we shall not be entitled to ask you to establish your claim under this Guarantee but will pay the same on demand from you without any objection.
3. The Company shall have the fullest liberty to claim payment of the amount or amounts from time to time under this Guarantee subject to the ceiling limit of Rs...../- (Rupees.....only) as referred to above and this Guarantee shall not become invalid or infructuous because of the partial demands made by the Company upon us for payment under the circumstances stipulated hereinabove and this guarantee shall hold good in favour of the Company to the extent of the balance amount covered under this Guarantee.
4. This Guarantee shall continue and hold good until it is released by you on the application by the Consignment Agent after the Consignment Agent had discharged all its obligations under the said contract and produced a certificate of the due completion of the work under the said contract and submitted a No Demand Certificate. Should it be necessary to extend this Guarantee beyond the said date on account of any extension of time being granted by you to the Consignment Agent under the said contract or otherwise we undertake to extend the period of this Guarantee and confirm to you in writing the extension of time on your request till such time as may be required.
5. You will have the fullest liberty without our consent and without affecting this guarantee from time to time to vary any of the terms and conditions of the said agreement or extend time of performance of the Consignment Agent or to postpone for any time or from time to time any of your rights or powers against Consignment Agent and either to enforce or forbear to enforce any of the terms and conditions of the said contract and we shall not be released from our liability under this Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Consignment Agent or any other forbearance, act or omission on your part or any indulgence by you to the Consignment Agent or by any variation or modification of the said contract / or by any other act matter or thing whatsoever which under the law relating to sureties would but for the provisions hereto have the effect of so releasing us from our liability hereunder provided always nothing herein contained will enlarge our liability herein beyond the limit of Rs...../- (Rupeesonly) as aforesaid or extend the period of Guarantee beyond the said day of20 unless expressly agreed to by us in writing.
6. This guarantee shall not in any way be affected by your taking or varying or giving up any sureties from the Consignment Agent or any other person, firm or company on its behalf or by the winding up, dissolution, insolvency reconstruction, or death as the case may be of the Consignment Agent.

7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Consignment Agent hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of suretyship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid this guarantee will cover all your claim or claims against the Consignment Agent from time to time arising out of or in relation to the said Contract and in respect of which your demand or notice in writing is received by us.
9. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of our substitution for any other guarantee or guarantees thereto given to you by us (whether jointly with other or alone) and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. This guarantee shall not be affected by any change in the constitution of the Consignment Agent or us nor shall it be effected by any change in your constitution or by any amalgamation or absorption or reconstruction thereof or therewith but will ensure for and be available to and enforceable by the absorbing or amalgamated reconstructed company or concern.
11. This guarantee during its currency shall not be revocable by us except with your previous consent in writing.
12. It shall not be necessary for you to proceed against the Consignment Agent before proceeding against us and the guarantee herein contained shall be enforceable against us, notwithstanding any security which you may have obtained or obtain from Consignment Agent at any time or when proceedings are taken against us hereunder be outstanding or realized.
13. We (mention the name of the Bank), hereby agree that any claim due and arising under this guarantee shall be enforceable against our Bank's Branch (mention the name and address of the Branch) at FARIDABAD(NSIC's controlling Branch city) and they shall honour such demand in any case not later than next working day.
14. Issuance of this Bank Guarantee may also be got confirmed from our controlling branch/ office/higher Authority as per the name & address mentioned below:

Yours faithfully,

TYPICAL LAYOUT FOR STOCK-YARD
(NOT TO SCALE)



LEGEND

1. Gate for trucks/trailers
2. Pedestrian Gate
3. Security Post
4. Weigh Bridge (Electronic)
5. Office
6. Space for parking & movement of trucks/trailers
7. Boundary wall with barbed wire on top
8. Roads
9. Flood light towers
10. Area with hard standing for storage of materials

Notes:

1. If there is private Railway siding, same should be centrally located.
2. The above layout is purely indicative. Actual layout will depend on shape of land, road/rail approaches etc. and shall be finalised in consultation with V.S.P

ON NON JUDICIAL STAMP PAPER OF APPROPRIATE VALUE

PROFORMA FOR INDEMNITY AND CUSTODY BOND

To
NATIONAL SMALL INDUSTRIES
CORPORATION LIMITED
BRANCH OFFICE FARIDABAD

WHEREAS we have been appointed as your Consignment Agent for the Iron & Steel materials to be dispatched to the Stockyard at FARIDABAD from time to time from your Steel Plant for proper storage, handling, safe custody and delivery to your various customers (including Free on road (FOR) deliveries and Inter Branch Stock transfer (IBST) to other Stockyards of RINL/VSP) against valid delivery orders/stocktransfer advices issued by your Branch Sales Office at _____ pursuant to the contract awarded vide Letter of Acceptance No. _____ dated _____ (hereinafter referred to as the 'said Agreement')

AND WHEREAS we have agreed to execute an Indemnity and Custody Bond in terms of the said Agreement for and in respect of the Iron & Steel materials delivered to us, we hereby declare and state as under:

1. Now by this Indemnity and Custody Bond we hereby agree and undertake that we shall keep and hold the Iron & Steel materials dispatched to us from time to time under the said Agreement and keep the same under safe custody at the yard located at _____ and on your behalf and as your property in trust for you. We further agree that the ownership of the materials consigned to us under the said Agreement shall always remain with you and in case of any dispute or claim arising from either side in respect of the provisions of the Agreement or otherwise, we shall not at any time refuse permission to you or your authorized officers entry into the yard and / or in effecting / arranging disposal of the materials in the yard as you may deem fit.
2. WE shall be entirely responsible for the safe custody and protection of the said Iron & Steel materials at our risk till the same are duly delivered to your various customers (including Free on road (FOR) deliveries and Inter Branch Stock transfer (IBST) to other Stockyards of NSIC) as may be directed by you from time to time or at any time and shall Indemnify you against any loss, damage, or deterioration suffered by you or shortages whatsoever in respect of said Iron & Steel materials dispatched to us from time to time under said Agreement while the same remain in our custody. We further agree that the said Iron & Steel materials shall at all times be open to inspection by any person authorized by you.
3. WE undertake to preserve and protect all the Iron & Steel materials consigned to us from time to time by you and shall render true and

faithful account of the same on the expiry of the said agreement or sooner determination thereof.

4. SHOULD any loss or damage or deterioration or shortage occur or refund becomes due and receivable by you, we undertake to compensate or to pay or to refund the amount forthwith and without deduction whatsoever on demand. You shall be entitled to recover from us compensation for such loss or damage or deterioration or shortage without prejudice to any other remedies available to you by deduction from any sum which at any time hereinafter may become due to us either under aforesaid Agreement or under any other Agreements. The amount so claimed by you shall be final and binding upon us.
5. In the event we are unable to fully account for all the Iron and Steel materials received by us, you will have right to realize the value of the shortage / unaccounted material from us and on our failure to pay you the amount so demanded you will have liberty to recover the amount from the Bank Guarantee furnished by us in lieu of security deposit or from any amount due to us. Proprietor / Partners / Directors of the Company (Name of the Consignment Agent) are jointly and severally liable and undertake to pay the value of the shortages / unaccounted material. The Company is at liberty to proceed against all of us or any one or against firm / Company at its discretion to realize the amounts due to the Company.
6. WE further agree and affirm that you shall have the fullest liberty to vary any of the terms and conditions of the said Agreement without affecting in any manner whatsoever our obligation under this Bond and we shall not be released from our liabilities under this Bond by the exercise of your liberty to vary and/or modify the terms of the said Agreement or by reason of any time being given to us any other forbearance or indulgence given to us or any other act or omission on your part.
7. WE further agree and undertake that we shall not hypothecate and/or change and/or encumber in any manner whatsoever the material, dispatched to us, either in full or in part, to any Bank or Financial Institution or any Association or any Company or Firm as a security or otherwise.
8. WE further agree and undertake that we shall not suffer any injunction and/or attachment and/or appointment of Receiver in respect of materials either in full or in part, dispatched to us, and also that we or any one claiming through or under us shall not set up any claim or title on or in respect of the materials consigned to and received in the yard, adverse to the Company, during the subsistence of the agreement and/or on expiry or termination of the agreement.
9. AND we further agree that this Bond shall remain in force till all the obligations under the said Agreement are fulfilled and the accounts relating thereto are finally settled by and between ourselves and yourselves and you expressly discharge this Bond in writing otherwise the same shall remain valid and in full force.
10. THIS Bond with all its provisions herein contained are in addition to and not by way of limitation of or substitution for any other Bond or Indemnity / Guarantees / Undertaking heretofore given to you by us, whether jointly with others or alone and now existing uncanceled and that this Bond is not intended to nor shall revoke or limit such Bond or guarantees / undertaking.

11. THIS Bond shall not be affected by any change in our constitution nor shall it be affected by any change in your constitution or by any amalgamation or absorption or restructuring thereof or therewith but will ensure for and be available to and enforceable by the absorbing or amalgamated or restructured company or concern.

IN Witness whereof we put our Seal and signature on this
_____ (day) _____ (month) _____

Signed sealed and delivered

By M/s. _____

For and on behalf of

In the presence of

- 1) _____
- 2) _____

PROFORMA FOR NO-CLAIM CERTIFICATE

To,

Sr. Branch Manager
NATIONAL SMALL INDUSTRIES
CORPORATION LIMITED
Branch Office Faridabad

Dear Sir,

Sub: No claim certificate

I/WE hereby certify that, except for the unpaid bills mentioned hereunder for work done as per our Contract No..... dated with you for handling of Iron and Steel materials at, I/WE have no claims against your company. I/We further certify that there are no claims by me/us on the Railways / on me/us by the Railways.

Bill no.	Date	Amount
----------	------	--------

Date: _____
(Signature of the Consignment Agent)

Place: _____
Name of the signatory:

Seal of the Company:

APPENDIX TO THE TERMS AND CONDITIONS OF CONTRACT FOR HANDLING AND STORAGE OF IRON AND STEEL MATERIAL OF RINL/VSP AT FARIDABAD TRANSPORTATION OF STEEL CONSIGNMENTS FROM STOCKYARD TO CUSTOMER PREMISES / OTHER STOCKYARDS OF RINL/VSP

Minimum area of land for stockyard : The area of land required is 6.7 Acres. However a minimum land area of 6.2 Acres is acceptable.

Amount of Security Deposit : Rs. 600 lakhs (Rupees Six hundred lakhs)

Minimum number of Tyre mounted mobile cranes to be deployed in working condition, each capable of handling 8 to 10 MT or more : 12 (Twelve) Nos

Minimum number of Decoiling/ Straightening and cutting machines for Plain Wire rod /Rebar Coils to be deployed in working condition : (*)

(*) As per the plan to be submitted by the tenderer to ensure output of at least 8.3% per month of the annual indicative quantities mentioned against item 4(d)(i) & 4(d)(ii) put together in Annexure-1 of "Instructions To Tenderers", {with a grace provision of (-1%)} to accommodate eventualities like maintenance, breakdown of machinery and labour problems etc subject to deployment of at least 2 numbers of Decoiling /Straightening and Cutting machines of 10MT capacity per day on single shift operation basis.

(Please refer clause no 32 of Instructions to tenderers)

Amount of penalty for delay in development of Stockyard

- (i) For the period of 3 months to 3 months 45 days from the date of LOA: Rs 1 lakh per week or part thereof.
- (ii) For the period of 3 months 45 days to 3 months 90 days from the date of LOA - Rs 3 lakh per week or part thereof.

NATIONAL SMALL INDUSTRIES
CORPORATION LIMITED BRANCH
OFFICE FARIDABAD

Volume-II of the document issued to / downloaded by:

Shri/Messers: _____

(Signature of the Tender Issuing Authority or the Tenderer as the case may be)

=====
(FOR OFFICE USE DURING OPENING OF PART-C)

- 1. Sl.No.of tender : out of tenders
- 2. Covering letter : Given / Not given
- 3. No.of pages :
- 4. Rebate offered, if: (.)
any
- 5. Rates written in : Written / Not written
words or not
- 6. Validity of tender:

Signature of Marketing Executive _____ Signature of Finance Executive _____

SCHEDULE OF RATES
(To be filled in and submitted in a separate
Sealed cover as per the Instructions to Tenderers)

1. The Company (NSIC) shall pay to the Consignment Agent (CA) as per the rates finalised on the basis of evaluation of L-1 rates as mentioned at clause no 44 of instructions to tenderers for the operations described herein carried out on the specific written instructions of the Company covering all the points mentioned in the descriptions involving mechanical and manual operations as per Terms and Conditions of Contract for Iron and Steel separately. The payments shall be made by Electronic Fund Transfer to the bank account of CA.
2. The rates finalised against each item will be for the complete work and will be deemed to include the cost of all materials, consumables, labour, tools, tackles, plant, cranes, machinery, trucks, trailers, equipments, Decoiling/straightening and cutting machine for Plain Wire rod coils/rebar coils etc. completely required for due performance of the work as per instructions of the Company or it's authorized representative.
3. Material brought to the weighbridge / material loaded into Customer's transport/CA's transport in excess of the required quantity shall be put back in its original stack by the CA at no extra cost.
4. In case of Railway booking of consignments the rate for Receipts under Item No.1 (a) shall be payable. Materials are to be stacked inside the wagons in orderly manner and fulfilling Railway packing condition. Binding wire / packing materials are to be provided by the CA at their own cost.
5. The Railway booking / re-booking would be deemed to have been completed only when the CA obtains clear RRs and no payments will be made if the CA gets qualified RR. In the latter case, the CA will be liable for any resultant loss or damage to the Company.
6. Pig Iron is envisaged to be handled by manual labour whereas Steel items are to be handled by crane only. Loading and unloading of Pig Iron is envisaged to be handled manually. Loading and unloading of Steel is envisaged to be handled by Crane. Where certain Steel material is required to be loaded manually, the CA shall do so after obtaining written permission of the Company. In case of Steel material loaded manually, without obtaining written permission of the Company, payment shall be made at the rate applicable for Crane loading.
7. The rates under various items of the Schedule of Rates of Pig Iron shall be applicable for all Pig Iron materials irrespective of their grade. Similarly, the rates under various items of the Schedule of Rates for Steel shall be applicable for all steel materials irrespective of their category/ Size/Grade and irrespective of the weight of each piece/bundle.
8. For carrying out the transportation work from Stockyard to the customer premises/other Stockyards of RINL/VSP, the rate will be paid as per item no 6 of BOQ(category wise)and the same shall be governed by the specific terms and conditions mentioned at Annexure-A of terms and conditions of the contract. Distances shown in the NIT are ascertained based upon the

distance and route maps shown in the website www.mapsofindia.com or any government notification and after due adjustments of the local distances.

9. The CA shall bear and pay all taxes, duties, levies and other liabilities, which are applicable or which may become applicable to the CA, in connection with discharge of his obligations under this contract except GST.

All other Central, State and local taxes, if any, levied by appropriate authorities on company's materials by reason of their entry en-route into the specified areas, will have to be paid in the first instance by CA and then claimed from the Company on submitting documentary evidence. The CA shall also be responsible to claim from the concerned authorities any refund/rebate on such taxes/levies as may be allowable under the applicable Act/Rules on behalf of the Company and intimate the Company and pass on the amount so recovered to the Company. Should the CA fail to claim such refunds/rebates as admissible, the amounts lost by the Company due to the CA's failure, shall be recoverable from the CA.

**Schedule of Rates (Not to be quoted by the tenderers)
{Annexure-1 of Price Bid (Part-C)}**

FOR HANDLING AND STORAGE OF IRON AND STEEL MATERIALS OF RINL/VSP AT FARIDABAD

S.NO	Description of Item PIG IRON	Indicative Quantity(MT) per anum (PIG IRON)	Rate fixed by NSIC for Pig iron Items in Rs PMT
1	Receipt and clearing of consignments, unloading, including hand shunting incase of wagons, lifting / loading into trucks or trailers, carrying / transportation to Stockyard / stacking point, unloading at stacking point, stacking with dunnage underneath as advised by the company in good countable order, product wise, size wise and grade wise, marking and painting of bay nos. and putting up bin-wise painted boards as required by the company and storage in the yard. Material for dunnage shall be provided by the Company. Rates shall be inclusive of charges for security of the material from the stage of dispatch from the Plant, sorting, cost of paint and painting boards. No separate charges shall be payable for these operations.		
1(a)	Wagons received at Public Railway Siding at Faridabad	1	165.19
1(b)	Trucks / Trailers received in the Stockyard by road from Vizag Plant / NSIC Stockyards and other locations (including weighment at the Stockyard weighbridge).	1	45.88
2	Removal of material from stack as advised by the company, loading into customers transport / CA's transport after taking tare weight and taking final weighment on weighbridge installed in Stockyard.	1	36.70
3	Removal of materials from stack for stock verification or any other purpose attributable to the Company, loading into trucks/ trailers after taking tare weight and taking final weighment on weighbridge installed in Stockyard and restacking the same in good countable order.	1	60.57

S.NO	Description of Item STEEL	Indicative Quantity (MT) per anum (STEEL)	Rate fixed by NSIC for Steel Items in Rs PMT
4	Carrying out various operations as below as per the requirement of the Company on Steel material. The rate shall be deemed to be inclusive of charges for removal from stack, bundling (strapping/tying at minimum 6 places for each bundle) and restacking wherever required. (All strapping materials generated from opening the Coils shall be reused first for bundling. In case no strapping material is available the bundling wire will be used). Bundling wire shall be issued by NSIC free of cost.		
4(c)	Bundling of material	1	150.38
5	Deployment of Unskilled labour for executing job assigned by the Executive In charge. (Rate shall be per day of 8 hours per man) .	1	513.33

- (1) By submission of the tender, the tenderer accepts the rates fixed by NSIC/NSIC for all items mentioned at Annexure-1 of Price Bid (Part-C) except item no 1(a) for private siding.

In case of Private siding for item no 1(a) of Annexure 1 of Price Bid of (Part C), lower of the following will be applicable:

- (a) rate finalized for Steel item no 1(a) of Annexure 2 of Price Bid (Part C) or
(b) rate indicated for PI item no 1(a) of annexure 1 of Price Bid (Part C) with Faridabad siding (Rs. 161.54).
- (2) It may be noted that the above rates are fixed by NSIC/NSIC and the base date for these items shall be same as the base date of other items of Annexure-2 of Price Bid (Part-C) (to be quoted/awarded)
- (3) In case the rates are finalised for the public siding other than Faridabad, the same rate mentioned above for Pig Iron i.e item 1(a) will be applicable.

SCHEDULE OF RATES (Rates to be quoted by Tenderer)

(Annexure-2 of Price bid (Part-C))

FOR HANDLING AND STORAGE OF IRON AND STEEL MATERIALS OF NSIC AT FARIDABAD

S No	Description of Item	Rate (in figures and words)	
		PIG IRON	STEEL
1	<p>Receipt and clearing of consignments, unloading, including hand shunting in case of wagons, lifting / loading into trucks or trailers, carrying/ transportation to Stockyard / stacking point, unloading at stacking point, stacking with dunnage underneath as advised by the company in good countable order, product wise, size wise and grade wise, marking and painting of bay nos. and putting up bin-wise painted boards as required by the company and storage in the yard. Material for dunnage shall be provided by the Company. Rates shall be inclusive of charges for security of the material from the stage of dispatch from the Plant, sorting, cost of paint and painting boards. No separate charges shall be payable for these operations.</p> <p>(Rate for the above work shall be quoted separately for consignments received through each of the following)</p>	<p>No rates to be quoted in this space. Detailed rate to be quoted separately for consignments received through each of the following.</p>	

(Signature of Tender issuing Authority)

(Signature and seal of tenderer)

SCHEDULE OF RATES (Rates to be quoted by Tenderer)

FOR HANDLING AND STORAGE OF IRON AND STEEL MATERIALS OF RINL/VSP AT FARIDABAD

SL No	Description of Item	Indicative Quantity(MT)per anum	Rates to be quoted by tenderer(in words and figures)Rs/MT	Individual value of each item in Rs (in words and figures) (Indicative qty X Rate)
		STEEL	STEEL	STEEL
	Please fill in the name of the public siding/private siding for which the rates are quoted: <div style="border: 1px solid black; width: 450px; height: 25px; margin: 10px auto;"></div>			
1(a)	Wagons received at Public Railway siding at (BALLABGARH/FARIDABAD) (*)	272000		
1(b)	Trucks / Trailors received in the stock yard by road from Vizag Plant / RINL/VSP Stockyards and other locations (including weighment at the stockyard weighbridge).	1000		
2	Removal of material from stack as advised by the company, loading into customers transport / CA's transport after taking tare weight and taking final weighment on weighbridge installed in Stockyard.	270000		
3	Removal of materials from stack for stock verification or any other purpose attributable to the Company, loading into trucks/ trailers after taking tare weight and taking final weighment on weighbridge installed in Stockyard and restacking the same in good countable order	8000		

**SCHEDULE OF RATES (Rates to be quoted by tenderer)
FOR HANDLING AND STORAGE OF IRON & STEEL MATERIALS OF RINL/VSP AT FARIDABAD**

S No	Description of Item	Indicative Quantity per annum(MT) (For steel only) (STEEL)	Rates to be quoted by tenderer (in words and figures)Rs/MT (STEEL)	Individual value of each item in Rs (in words and figures) Indicative qty X Rate) (STEEL)
4	Carrying out various operations as below as per the requirement of the Company on Steel material. The rate shall be deemed to be inclusive of charges for removal from stack, bundling (strapping/tying at minimum 6 places for each bundle) and restacking wherever required. (All strapping materials generated from opening the Coils shall be reused first for bundling. In case no strapping material is available the bundling wire will be used). Bundling wire shall be issued by NSIC free of cost.			
4 (a)	Cutting of material into two pieces and bundling the same wherever required (Not applicable for Longitudinal Cutting).	120000		
4 (b)	Bending of material and bundling the same wherever required.	100		
4 (d) i	Decoiling, straightening and cutting of Plain Wire Rod coils / Rebars in coils into straight length of 9-12 meters and bundling the same.	16320		
4 (d) ii	Decoiling, straightening and cutting of Plain Wire Rod coils / Rebars in coils into straight length of 9-12 meters, bending and bundling the same.	7680		
6	Transportation of Steel materials to various destinations	(please refer Annexure-3 of price bid (Part-C) for details)	The total value for item no 6, to be arrived from Annexure -3 of Price Bid (Part-C) and filled up here (in words and figures)	

	Total Quoted Contract Value per annum in Rs {Σ1(a)+1(b)+2+3+4(a)+4(b)+4(d)(i)+4(d)(ii)+6}	In Figures (Rs.)	
		In words Rupees	

(Signature of Tender issuing Authority) (Signature and seal of tenderer)

(*)The public siding at Faridabad is the reference railway siding in NIT. If any other public/ private siding quoted by the tenderer is nearer/farther from Faridabad as compared to Faridabad, the freight advantage/disadvantage, if applicable, will be factored in while evaluation of tenders. In other words, incase different tenderers quote for different public/private sidings, the differential freight from Faridabad to the public/private siding(s) quoted by the respective tenderers shall be factored in suitably for like to like price comparison. It may be noted by the tenderers that comparison of quoted rates in case of item 1(a) Rail Receipt shall be as follows accordingly:

For the tenderer quoting Faridabad : Rs Nil

For the tenderer quoting Ballabgarh : RS Nil (as the same is falling within the same freight zone of Faridabad from Faridabad)

For the tenderer quoting private siding which is nearer from Faridabad as compared to Faridabad : (-) minus Rs (**) per year

For the tenderer quoting private siding which is farther from Faridabad as compared to Faridabad : (+)plus Rs (**) per year

(**)Indicative qty per year X {difference in rail freight (average freight of all seasons, all products) between Faridabad to Faridabad and Faridabad to private siding quoted}.In case the private siding falls within the same freight zone of Faridabad from Faridabad then the loading factor would be nil.

The above loading procedure shall be applicable while participating in the reverse e auction also.

The name of the **Public**/private siding specified in the blank price bid (Part-B: Technical Bid) is final and the same name shall be specified by the tenderer in manual price bid (Part-C) also. In case of any mismatch, the siding name given at Part-B shall be final.

In a single tender, the tenderer is allowed to opt for only one siding. However, the tenderers can submit more than one tender in case of offering a different land from alternative siding.

Note: BOQ means Bill of Quantities/Schedule of rates

1. The above rates are inclusive of all taxes, duties, levies and other liabilities which are applicable or which may become applicable to the CA, in connection with discharge of his obligations under this contract, but are exclusive of Goods and Service Tax (GST).

2. The rate for Extra over Item No. 1(a) of BOQ above, (rate fixed by NSIC & given at Annexure-1 above in respect of Pig Iron and Rate to be quoted /awarded by NSIC in respect of Steel, as mentioned at Annexure-2 above), for an additional distance of 1 km or part thereof of alternative siding shall be paid @Rs 2.14 per KM/MT(subject to revision as per price escalation formula applicable for respective steel & PI items in T&C). The same rate shall be operated for deduction in case the alternative siding is nearer than the Public siding at 1(a).

While operating the item 1(a) handling of rail receipts at Public siding), the additional lead rate of Rs. 2.14 per KM/MT (subject to revision as per price escalation formula applicable for respective steel & PI items in T&C) shall also be applicable in case of change in route to Stockyard due to route restrictions imposed by Govt notifications. Payment for extra lead will be made only when route restriction is imposed for 10 hours & above in a day and the restriction period is lasting for 6 months and more. This extra lead payment will be effective from the date of staking claim for payment for extra lead item, following the notification date.

Operation of this item will be felt only during the subsistence of the contract and not during the evaluation stage for deciding the financial ranking and also the said route restriction may not be applicable to all the tenderers who have participated in the tender. To ensure that the position of L-1 tenderer always remain the same, the payment for this item shall be restricted upto the overall contract value of L-2 considering the indicative quantities (and also the factored in differential rail freight if different public siding is offered) vis-a-vis the L-1 contract value considering the indicative quantities and also extra lead implication for item 1(a) i.e. handling rate for rail receipts at Public siding (including escalation if any).

3. The tenderer shall quote their rates against each individual item (in words and figures) of BOQ mentioned at Annexure-2 above. Items where the indicative quantity is 1MT and Fixed rates are given by NSIC as mentioned at Annexure-1 above will not be considered for evaluation purpose / financial ranking purpose.

4. In case of any discrepancy between rate quoted in figures and words, the rate quoted in words will prevail.

5. By submission of the tender, it is implied that the tenderer has accepted the Fixed Rates declared by NSIC for the items (mentioned at Annexure-1 of Price Bid (Part-C) above) where the indicative quantities are mentioned as 1MT.

6. The tenderer has to arrive at the total contract value by adding the value of all individual items (mentioned at Annexure-2 above). In case of any error between total contract value quoted in BOQ and sum of individual value of each item of BOQ, the lower of either total contract value quoted in the BOQ or sum of individual value of each item of BOQ would be considered .In case total contract value quoted is lower, the difference would be adjusted proportionately on each individual item of BOQ (mentioned at Annexure-2 above) for arriving at the individual item rate. The BOQ items for which Fixed Rate is provided by NSIC (mentioned at Annexure-1 above), proportionate adjustment will not be done.

7. In case of any error in arriving at the value of individual items (mentioned at Annexure-2 above), while multiplying the individual item rates with respective indicative quantities, the rate/amount that is advantageous to the Company shall be considered.

8. All the tenderers are expected to quote the rates of all the individual items of BOQ (mentioned at Annexure-2 above) in figures and words. In case the rate is not quoted for any one of the items (mentioned at Annexure-2 above) such offers will be summarily rejected.

9. For final evaluation of the tender, please refer to clause no 44 and 45 of Instructions to tenderer. For illustration please refer Annexure-4 of price bid (Part-C).

ANNEXURE - 3 of Price Bid (Part-C)

S. no	Category name	Distance range	Indicative Qty (Truck+ Trailer) for various locations within the category per annum (MTs)	Indicative Distance for the slab(KMs) (Minimum of the slab range)	Rate quoted by the tenderer for truck/trailer (Rs./MT/KM)	Transportation Value (Rs.)
(1)	(2)	(3)	(4)	(5)	(6)	7= (4)x(5)x(6)
1	Category A	> 50 KM to 100 KM	2189	50	<i>R1(to be quoted by tenderer)</i>	A= R1*109450
2	Category B	> 100 KM to 300 KM	889	100	<i>R2(-do-)</i>	B=R2*88900
3	Category C	> 300 KM to 500 KM	84	300	<i>R3(-do-)</i>	C=R3*25200
4	Category D	> 500 KM	42	500	<i>R4(-do-)</i>	D=R4*21000
Total Item value for Road Transportation			(In figures)	Total=A+B+C+D=		
(Sum of Values of all rows under column no. (7) above):			(In words)	(Rupees..... only)		

Note

- (a) The Rates in Rs per KM per MT i.e. R1, R2, R3 and R4 shall be filled in both Figures & Words by tenderer.
- (b) The sub contract Value A, B, C and D shall be filled in both Figures & Words by tenderer.
- (c) The Total contract value for item no 6 shall be the cumulative of A, B, C and D which shall be filled in figures and words. The total contract value thus arrived shall be filled against Item no 6 in BOQ at Annexure 2 of Price Bid (Part-C).
- (d) In case of any discrepancy between words & figures, the rates filled in words will prevail.
- (e) In case of any error in arriving at the individual sub contract values viz A, B, C and D (i.e. while multiplying the respective per MT-KM with the rate in Rs/KM/MT) or while totaling the individual sub contract values, the rate/amount that is advantageous to the Company shall be considered. The individual rates viz R1, R2, R3 and R4 shall be apportioned /adjusted accordingly.
- (f) In case of any discrepancy while filling the value against Item No 6 in BOQ, (at Annexure-2 of price bid) ,the lower of the value arrived at above or the value filled against Item No 6 in BOQ shall be considered, for item No 6.The individual rates viz R1,R2,R3 and R4 shall be apportioned /adjusted accordingly.

By submission of tender, the tenderer conveys their consent to carry out transportation work for all the distance categories mentioned in the NIT and for any number of new destinations and also for any other transportation work (like bringing back customer rejected material to the Stockyard etc.) that may be added by NSIC from time to time, during the contract. The relevant transportation rate quoted/awarded (per KM/MT) as per the above categories shall be applicable for new destinations/ any other transportation work that may be added by NSIC from time to time. In case of existing destinations/ new destinations or any other transportation work that may be added by NSIC from time to time, which are upto 50 KMs, the payment shall be made for 50 KMs as per the rate quoted/awarded under the category of >50 KM to 100 KM range. In case of future route restrictions & new routes etc. while operating transportation

work, the actual distance travelled will be considered based on CA's claim for the same and supplemented by Govt notification. The distance thus may become higher or shorter depending upon the type of restriction and the payment will be made accordingly.

Distances for all destinations are arrived based upon the distance and route maps shown in the website www.mapsofindia.com or any government notifications and after due adjustments of the local distances and the same shall be mentioned in the Transportation Work Order (TWO) / Delivery Order (DO)/Stock Transfer Advice (STA). By submission of tender, the tenderer conveys their consent to accept the distance calculation made by NSIC, NSIC as final and binding for the contract.

The rates awarded (item no 6 of BOQ) shall be applicable for transportation of material from the originating station to the destination station.

Quantities may vary to any extent on either side for the above locations and there will be no restriction on quantities for the new locations.

In case unloading of materials at destination station is required to be arranged by the CA as per the DO the CA shall be paid Rs.30/- (Rupees thirty only) per MT over and above the rates mentioned above.

For better understanding of finalization of the L-1 rates/tender the following illustrations are given

Illustration: 1

(all rates are in Rs/MT)

Item No	Indicative quantity in MT	Party-1 (*)	Party-2 (*)	Party-3 (*)	Party-4 (*)	Party-5 (*)
1	100	25	35	28	40	33
2	200	28	25	22	25	18
3	300	30	27	38	40	35
4	1(**)	20	20	20	20	20
Contract value(Rs)		17100 (=(25X100)+ (28X200)+ (30X300))	16600 (=(35X100)+ (25X200) +(27X300))	18600 (=(28X100)+ (22X200)+ (38X300))	21000(=(40X100) +(25X20)+ (40X300))	17400 (=(33X100) +(18X200)+ (35X300))

Note: (*) The rates quoted by the individual parties against each item in sealed manual price bids. (Items mentioned in Annexure-2 of price bid).

(**) Items for which rates are fixed by NSIC shall not be considered for evaluation / financial

ranking. Hypothetically it is presumed that all the above parties are technically qualified.

1.0 The L-1 comparative position as per manual Bid

Party-1	L-2
Party-2	L-1
Party-3	L-4
Party-4	L-5
Party-5	L-3

2.0 The final contract value quoted in reverse e auction with a minimum decrement of Rs 100/-(as decided by company).

Party Name	Final Contract Value quoted (In Rs) (bided)	The L-1 comparative position as per Reverse E auction
Party 1	18,000	L3
Party 2	17,000	L2
Party 3	19,000	L4
Party 4	16,000	L1
Party 5	20,000	L5

3.0 The final L-1 contract value comparative position with reference to Manual price bids and Reverse E auction i.e. Composite comparative statement:

Name of the Party	as per manual bid/ (Contract Value quoted in Rs)	as per Reverse E auction/ (Contract Value quoted in Rs)
Party-1	L-2/ (17,100)	L-3/ (18,000)
Party-2	L-1/ (16,600)	L-2/ (17,000)
Party-3	L-4/ (18,600)	L-4/ (19,000)
Party-4	L-5/ (21,000)	L-1/ (16,000)
Party-5	L-3/ (17,400)	L-5/ (20,000)

From the above, the L-1 contract value is getting arrived from Reverse E auction i.e. Party -4 with their quoted value of Rs **16,000/-**.

4.0 In compliance with clause no 44 (x) (a) of Instructions to Tenderers (ITT), the corresponding manual price bid individual BOQ item rates (excluding for the items where the rates are fixed by the Company at

tendering Stage mentioned at Annexure-1 of Price Bid (Part-C)) would be proportionately reduced to equal to the quoted value in the reverse e auction bid and considered for award of contract, along with the items mentioned at Annexure-1 of Price Bid (Part-C) with the rates fixed by the Company. In cases where the factor of proportionate reduction is more than two decimal places, the factor would be limited to two decimal places by rounding off to the next higher decimal.

The Contract value quoted by Party-4 in Manual price bid =Rs 21,000/-

The Contract value quoted by Party-4 in Reverse E auction =Rs 16,000/-

The apportionment shall be = $((16,000 - 21000)/21000)) = (-) 23.8095 \% = (-) 23.81\%$ (after rounding off to the next higher decimal).

5.0 Considering the above, the awarded rates to the L-1 Party i.e. Party -4 is

Item No	Indicative quantity in MT	Rates quoted in Manual bid by Party-4	Awarded rates with apportionment of (-) 23.81 % would be
1	100	40	30.48
2	200	25	19.05
3	300	40	30.48
4	1(*)	20	20.00
Contract value(Rs)		$21000 = (40 \times 100) + (25 \times 200) + (40 \times 300)$	$16020 = (30.48 \times 100) + (19.05 \times 200) + (30.48 \times 300) + (20 \times 1)$

The contract shall be awarded to the L-1 party with the apportioned rates of individual items (items mentioned in Annexure-2 of price bid) + Rates Fixed by NSIC for the items for which the indicative quantity is One MT (1 MT) (items mentioned in Annexure-1 of price bid).

(*) Rate is fixed by NSIC and apportionment shall not be done for this item.

Illustration: 2

1.0 In case the L-1 contract value is lower in manual bidding, the rates quoted in the manual price bid (including the items where the rates are declared by the Company at Tendering Stage) shall be considered for award of contract to the tenderer, in compliance with clause no 44 (x) (b) of ITT.

2.0 If the L-1 party is Party-2, then the rates quoted by them in manual bid will be considered for award of contract as below:

Item No	Indicative quantity in MT	Rates quoted in Manual bid by Party-2	Awarded rates to Party-2
1	100	35	35
2	200	25	25
3	300	27	27
4	1(*)	20	20
Contract value(Rs)		$16600 = (35 \times 100) + (25 \times 200) + (27 \times 300)$	$16620 = (35 \times 100) + (25 \times 200) + (27 \times 300) + (20 \times 1)$

(*) Rate is fixed by NSIC.

In case the tenderer wish to quote for more than one public/private railway siding, they are required to submit separate tenders for each such public/private railway siding. Each tender will be treated independently and each such separate tender has to comply with all NIT terms and conditions like separate EMD, price bid etc. Similar considerations will be made in case tenderers quote for private sidings.

The contract shall be awarded to the L-1 party with the rates quoted in manual price bid (items mentioned in Annexure-2 of price bid) + Rates Fixed by NSIC for the items for which the indicative quantity is One MT (1 MT) (items mentioned in Annexure-1 of Price bid).

Notice Inviting Tenders

Sealed tenders in the prescribed form are invited from experienced / established agencies having area of land of 6.7 Acres space for Appointment as Sub-Consignment Agent at FARIDABAD for handling and storage of Pig Iron and Steel materials of Visakhapatnam Steel Plant (VSP) and transportation of Steel consignments from Stockyard to customer premises/other Stockyards of RINL/VSP. Interested parties may collect tender documents upto 17.05.2019, 11:00 am from SBM, NSIC Ltd., 107, Nissan Hut, Faridabad (Haryana). Tel: 0129-4311249, 52, 92. Email: bofaridabad@nsic.co.in

CIN: U74140DL1955GOI002481

Sr. Branch Manager