

Appointment of Contractors at Baroda

Sealed quotations offers are invited from reputed agencies/ individuals for storage and handling of Aluminium products at Baroda. Last date for purchase and submission of tender is 06.09.2018 up to 14.00 Hrs and opening at 15:00 Hrs. Details can be obtained/downloaded from below office address/website.

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

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



NATIONAL SMALL INDUSTRIES CORPORATION LIMITED
(A Government of India Enterprise)
(A MINI RATNA COMPANY)
Branch Office, Ahmedabad – 380014

CONTRACT INFORMATION

1.	NAME OF THE WORK	Providing Services to National Small Industries Corporation Ltd (hereinafter called NSIC) for cargo handling, stockyard & warehousing, delivery etc. for domestic sales of Aluminium Products.
2.	LOCATION OF THE WORK	VADODARA, STATE: GUJARAT
3.	TENDER REFERENCE	NSIC/AHD/NALCO/2018-19
4.	CONTRACT PERIOD	60 (Sixty) months
5.	MODE OF TENDERING	i) Limited tender ii) Two-Part
6.	No of Agency Required and percentage distribution of Work (Subject to availability of suitable vendors)	01 (100%)
7.	E.M.D. (Ref. Clause-VIII of Annx-A)	RS. 2,50,000/-
8.	TENDER FEE (in case of open tender only.) Ref. Clause –VII of Annex.-A	Not Applicable
9.	TENDER SUBMISSION DATE / TIME	On or before 14.00 Hrs of Date: 06.09.2018
10.	TENDER OPENING DATE / TIME (Ref. clause -4 of Attachment-II)	On Date: at 15.00 Hrs. 06.09.2018
11.	VALIDITY OF OFFER (Ref Clause V of Annexure-A)	150 days from the due date of opening of Techno-commercial bid.
12.	DEFECT LIABILITY PERIOD (Ref clause XXXVI of Annexure A).	01 month from the date of expiry of the contract

Special Instructions to Bidder

ATTACHMENT - I

Bidder is requested to enclose all the required documents attested by a Notary public or a Gazetted officer otherwise bids are liable for rejection.

Evaluation will be done based on the information furnished & enclosed documents.

No further correspondence will be carried out with the bidders unless considered necessary by the company.

Parties must number all the pages diligently and put the page nos. of relevant documents in the format.

In order to achieve owner's objective to award this tender in minimum possible time, bidders are requested to follow instructions as mentioned below in addition to any other instructions/guidelines mentioned anywhere else in tender documents:

1. Bidders shall permit NSIC officials to visit the proposed sites of operations offered by them.
 - 1.1 Bidders should also read the bid document carefully.
 - 1.2 Bidders should seek clarification and get themselves satisfied prior to submission of bid documents.
2. **Bidders are requested to submit bid without any deviation(s)**, in case deviation(s) is (are) unavoidable, bidders are instructed to give all deviation(s) at one place in **Annexure-X** of tender.
3. **Please be informed that only deviations mentioned at Annexure - X will be evaluated and considered.**
4. Deviation(s) listed at any other place shall not be considered at all and the tender shall be evaluated based on the deviation statement and no claim whatsoever shall be entertained, irrespective of bidder has accepted this particular clause or not.
5. **It is once again emphasized that only deviation statement shall be considered, evaluated and binding and deviation taken elsewhere shall not be binding on NSIC.**
6. **Financial Implications:** Financial implications of the agreed deviation as per assessment of NSIC will be loaded on the price quoted by the bidder. Deviation not accepted by NSIC will have to be withdrawn by the bidder otherwise such bids may be disqualified.
7. Bidders are advised to provide all information/documents/data etc. asked either as a part of checklist or elsewhere in tender document issued by NSIC.
8. **DECLARATION OF RELATIVES WORKING IN NSIC:**

The contractors must furnish certificate as mentioned in Attachment – IA & Attachment-IB enclosed, disclosing in detail about their relative / relatives, working in the company. Suppression of this information in any form if detected at any stage will be disqualification and lead to rejection of the offer or termination of the contract as the case may be. The concerned party may be debarred from participation in future tenders.

9. **Negotiation after evaluation of price bid:** Tenderers may please note that, negotiation after price bid opening (if any) shall be held with L1 party only. Tenderers are requested to submit their offer accordingly
10. **Affidavit for execution of contract:** The bidder has to submit an Affidavit for execution of the contract. The format of the affidavit is as given at Attachment-IC.
11. **ACKNOWLEDGEMENT CUM CONSENT LETTER FROM BIDDER:** The bidder / party may intimate NSIC acknowledging receipt / downloading of the NIT together with consent for participation as applicable. The format for acknowledgement cum consent letter from bidder is as given at Attachment-ID.
12. **Power of Attorney:** The bidder has to execute and submit the power of attorney in favor of person who is signing the bid/offer. The power of attorney should be in non-judicial stamp paper of appropriate value.
13. **Declaration by the bidder:** The bidder is required to make the declaration as per the format given in Attachment-IE.
14. **EXECUTION OF AGREEMENT:** The contractor shall have to execute an agreement on non-judicial stamp paper of Rs.100/- purchased in the name of the Contractor from any registered stamp vendor under the jurisdiction of the Ahmedabad High Court, in the specific format of NSIC placed at Attachment-IF. The agreement should be executed in the office of Branch Manager NSIC, Ahmedabad within 10 days of receipt of Work order or before starting the execution of the work, whichever is earlier.
15. **Information regarding current litigation, etc.:** The bidder is required to declare by giving information regarding current litigation, debarring, expelling of bidder or abandonment of work. The declaration by the bidder in this regard should be given as per the format at Attachment-IG.
16. **PRE-CONTRACT INTEGRITY PACT:** The bidder is required to sign and submit the pre-contract integrity pact as per the format given in Annexure-XIII.

NATIONAL SMALL INDUSTRIES CORP LIMITED.

**INSTRUCTION FOR BIDDERS: FILLING UP OF FOLLOWING REQUIREMENT IS MUST,
WITHOUT WHICH THE OFFER IS LIABLE FOR REJECTION.**

The tenderer shall carefully study the list of directors of NSIC given below and state “Yes” or “No” to questions given below:

1.	Shri Ravindra Nath, CMD	2.	Shri P Uday Kumar, Director (P&M)
3.	Shri A K Mittal, Director (Finance)		

SI.No.	Description	Write “Yes” or “No”
1.	Whether the tenderer is a relative of any of the directors of NSIC?	
2.	If the tenderer is a firm, any of NSIC Directors or any of their relatives is a partner in the tenderer’s firm?	
3.	If the tenderer is a Company Registered under Company’s Act 1956, whether any of NSIC’s Directors is Director of the Company?	

Note: If Yes is the answer to any of the above questions, please give the name of NSIC’s Director and relationship of the tenderer / partner / member / Director as the case may be.

SI.No.	Name	Relationship

ATTACHMENT – I B

Important: Suppression of information shall be viewed seriously and action deemed fit would be taken including termination of the contract.

(Strike out which is not applicable)

1. **I/We hereby declare that none of my/our relative is an employee of NSIC.**

2. I/We hereby declare the following are the employee/s of NSIC is/are my/our relative/s.

Sl.No.	Name of the employee/ P.No. / Designation/Place of Posting.	Relationship with the employee.
1		
2		
3		
4		

(Please attach extra sheet, if required)

ATTACHMENT – I C

AFFIDAVIT TO BE SUBMITTED BY THE BIDDER

- a. The undersigned, do hereby certify that all the statement made in the bid and attachments are true and correct.
- b. The undersigned also hereby certifies that neither our firm M/s..... nor any of its constituent partners have abandoned any work in India nor any contract awarded to us for such works have been rescinded during the last five years prior to the date of this bid.
- c. The undersigned hereby authorise and request (s) any bank, person, firm or Corporation, Govt. officers to furnish pertinent information as deemed necessary and as requested by NSIC to verify this statement or regarding my (our) competency and general reputation.
- d. The undersigned understands and agrees that further qualifying information may be requested and agree to furnish any such information at the request of NSIC.

Signature of the Bidder
Date:

FORMAT FOR ACKNOWLEDGEMENT CUM CONSENT LETTER FROM BIDDER

To

National Small Industries Corp. Ltd.

Attn.: _____

SUBJECT: Tender for -----
(BIDDING DOCUMENT NO. -----)

Dear Sir,

We hereby acknowledge receipt of a complete set of Bidding Document along with enclosures for subject works as per the Master Index for our use in preparing the Bid. We undertake that the contents of the above Bidding Document shall be kept confidential and further that the specifications and documents shall not be transferred and that the said documents are to be used only for the purpose for which they are intended.

A. We intend to bid as requested for the subject works and furnish following details with respect to our quoting office:

- a. POSTAL ADDRESS : _____
- b. TELEPHONE NUMBER : _____
- c. TELEFAX NUMBER : _____
- d. CONTACT PERSON : _____
- e. E-MAIL ADDRESS : _____

OR

B. We are unable to bid for the reasons given below and we are returning back the entire set of bidding documents.

Reasons for non-submission of Bid:

TENDERER'S/AGENCY'S NAME : _____

SIGNATURE : _____

NAME : _____

DESIGNATION : _____

DATE : _____

DECLARATION BY THE BIDDER

I _____ representing the bidder, do

declare on behalf of the firm as hereunder:

* That, I am the PROPRIETOR of the bidder firm. I undertake to submit proof of ownership as and when demanded by NSIC.

OR

* That I am the authorized signatory to the tender documents holding valid Power of Attorney. **Certified copy of the valid power of Attorney is enclosed with offer.**

NOTE:* Strike out whichever is not applicable.

- (a) That, we do not have any FINANCIAL/PROFESSIONAL stake in any of the other bidders participating in this tender;
- (b) That, this firm has not been blacklisted/debarred/banned in any unit of NSIC/Other PSUs / GOVTs of India/states.
- (c) That, we have never been prosecuted by any statutory authority.
- (d) That, any change in the constitution of the firm shall be made with prior clearance from NSIC.
- (e) That, we have studied all the clauses/sub-clauses terms and conditions of the tender documents and our offer fully comply with the requirements spelt out in the tender documents.
- (f) We undertake to abide by and comply with all the safety and environmental regulations in force during the execution of work.
- (g) We undertake to abide by and comply with all the applicable provisions of laws governing contract workers engaged by you for this work.
- (h) The ATTACHMENT-IA & ATTACHMENT-IB regarding relatives working in NSIC are filled up and enclosed.
- (i) That we have quoted the rates in figures in BOQ which is the bidding sheet representing the detailed Rate Schedules at Annexure- II duly accepted by us.
- (j) We undertake that we do not have any unauthorized structure / construction inside any NSIC campus. We also undertake to remove any / all such structures, if detected by NSIC later on.
- (k) We declare that all supporting documents of the offer submitted are attested by a gazetted officer / Notary.
- (l) “ I/we declare that I/we have not been convicted / or any case has been initiated against me / us by a Court of Law or indictment / adverse order by a regulatory authority against me / us, or my / our company or against any sister concern of mine / ours which relates to a criminal offence.”**

I further declare that all above statements are true and if found otherwise any time during pre-ordering/post ordering stage of the contract, action as deemed fit by NSIC including 'rejection of my offer' and 'debaring/blacklisting' may be taken against me/my firm / my company and shall be binding on me/firm / my company represented by me.

(Signature and official seal of the Proprietor / Authorized Person)

Date : _____
Name of the signatory.....
Postal address of the firm-----
PAN NO : _____ TIN NO : _____
PF NO : _____ ESI NO : _____
PAN based GST Reg. No.: _____
Phone No..... Mobile No.....Fax No.....
Email Address :

FORMAT OF AGREEMENT

(To be executed on non-judicial stamped paper of appropriate value)

This Agreement made this day of _____ in the year Two Thousand and Eighteen between the National Small Industries Corporation Ltd. (A Government of India Enterprise) having its Branch Office at 202, Samrudhdhi Building, Opposite Sakar-III, Near Income Tax, Ashram Road, Ahmedabad and Registered Office at NSIC BHAWAN, Okhla Industrial Estate, New Delhi-110020 herein after referred to as the "NSIC" or "Client", which expression shall unless repugnant to the context or meaning thereof be deemed to include its administrators, successors and assignees on the one part and M/s.

_____ having its Registered Office at _____ (Service Provider/Contractor) which expression shall unless repugnant to the context or meaning thereof be deemed to include its administrators, successors and assignees on the other part.

WHEREAS NSIC intends to appoint a Service Provider/Contractor / consignment agent (hereinafter called the contractor)through inviting limited tender for cargo handling, stockyard & warehousing, delivery, etc. for domestic sales, stock transfer/ transshipment and all other incidental services related thereto(hereinafter called the services/ Works) for various products manufactured /marketed by "NALCO" (hereinafter called Principal) at Vadodara,

WHEREAS NSIC desires the Service Provider/Contractor to carry out the services as detailed in the Tender Reference No. _____ Dtd. _____.

WHEREAS the Service Provider/Contractor possess the requisite competence and experience to perform the services.

WHEREAS the Service Provider/Contractor is willing to provide services as per terms and conditions set forth herein in the RFQ/Tender.

All the following documents shall form the part of this Agreement.

- i) RFQ/NIT Terms & Conditions along with its enclosures.
- ii) Detailed Work Order along with its enclosures.

In witness whereof, the parties have executed the present agreement on the day and the year above written.

Signed and delivered for and on behalf of the Service Provider/Contractor
M/s. _____

Signed and delivered for and on behalf of the Client
M/s. National Small Ind. Corp.. Ltd.

Date:
Place:

Date:
Place:

Witness:

- 1.
- 2.

Witness:

- 1.
- 2.

ATTACHMENT – I G

INFORMATION REGARDING CURRENT LITIGATION, DEBARRING, EXPELLING OF BIDED OR ABANDONMENT OF WORK BY THE BIDDER

1	(a)	Is the bidder currently involved in any litigation relating to the works	Yes / No
	(b)	If yes, give details:	
2	(a)	Has the bidder or any of its constituent partners been debarred / expelled by any agency in India during the last 5 years	Yes / No
	(b)	If yes, give details:	
3	(a)	Has the bidder or any of its constituent partners failed to perform on any contract work in India during the last 5 years.	Yes / No
	(b)	If yes, give details :	

TENDERERS MAY PLEASE NOTE THE FOLLOWINGS:-

1. COVERS IN TENDER:

- 1.1 Tender [Techno-commercial part (Part-I) & Priced part (BOQ)] must be submitted to NSIC Office on 07/09/2018 by 14:00 Hrs.

2. TENDER PAPER COST : Not Applicable

3. EARNEST MONEY DEPOSIT (Not applicable to Govt. Agencies/PSUs):

- 3.1 Earnest Money (if applicable) should be submitted by way of Demand Draft/Pay Order/e-payment/BG in favour of National Small Industries Corporation Limited
- 3.2 Crossed DD/Pay Order/Banker's Cheque should be paid in favour of National Small Industries Corporation Limited, payable at Mumbai.
- 3.3 Tenders without EMD and/or not in the prescribed form will be liable for rejection. Public sector and Govt. agencies and the Firms registered with NSIC (for the service/work for which they are registered), and others such as Ancillary Industries etc. for which specific exemption has been granted by NSIC shall be exempted from submission of EMD (in such case relevant supporting documents needs to be submitted along with the techno-commercial bid.

4. TENDER RECEIVING DATE AND OPENING OF PART-I (TECHNO COMMERCIAL BID):

- Tender (Part-I & Part-II) should be submitted within the due date and time stipulated
- Only Techno-Commercial Bid Part-I will be opened on the due date and time or thereafter at the earliest convenience.
- Tender containing Priced quotation in Tech. Bid (Part-I) is liable to be rejected.
- **All the pages of tender terms & conditions to be signed, stamped and then attached to the e-bid tender.**
- Intending tenderers or their representative(s) may witness the tender opening.

5. OPENING OF PART-II (PRICE BID):

- 5.1 Part –II of the tenders/offers of only those bidders who are Techno-commercially accepted, after detailed evaluation of Techno-Commercial Bid, shall be opened after inspection of Godown Premises..
- 5.2 The Price Bid (Part-II) opening date will be intimated to Techno-Commercially accepted parties in advance either by telephone/FAX/E-MAIL/put up on Notice Boards.
The rates quoted shall be inclusive of charges, except GST. In case GST is leviable for such services, the contractor shall raise tax-compliant Invoice showing GST component separately which will be paid extra.

6. Evaluation of Price Bids : The price bids of the techno-commercially qualified bids in case of two part bid system shall be evaluated as below:

- 6.1. Loading of Amount for the agreed deviation shall be done on the Price Bids.
- 6.2 For the purpose of evaluation of the quotations received the cost of re-strapping will not be considered.
- 6.3 For the purpose of evaluation of bids, the higher value between the following for the total contract period will be considered:
- (i) Tentative monthly quantity to be handled X charges for handling per MT X 60 months
 - (ii) Minimum monthly charges X 60 months

7. OTHER CONDITIONS:

- 7.1. NSIC accepts no responsibility for any failure of tenderers in postal delay if any.
- 7.2. If last date of receiving/opening tenders coincides with holiday, the date will be shifted to the next working day or thereafter at the earliest convenience.
- 7.3. NSIC reserves the right to allow purchase preference to Central Government/Public Sector Undertakings as admissible under the policy of Govt. of India from time to time.
- 7.4. NSIC reserves the right to cancel the above tender in part or full without intimation to the bidders and / or without assigning any reason thereof. However, if any bidder request for clarification regarding the bidding document provisions, bidding process and / or rejection of his bid, NSIC shall respond to such queries within a reasonable time.
- 7.5 For the purpose of service charges payable per month to the contractor for actual quantity sold / delivered in a month, higher value between the following would be considered:-
 - i. Actual quantity sold / delivered X charges for handling per MT.
 - ii. Minimum monthly charges.

CHECK LIST FOR SUBMISSION OF OFFER

Tenderer/bidder is requested to fill this check list and also ensure that all details documents have been furnished as called for in this tender bidding document along with this duly filled in signed & stamped checklist with each of the "Unpriced Part of the offer".

Please tick the box/fill up and ensure compliance

- 1.0 Covering letter with Tender Enclosed**
- 2.0 Tender Document Cost: Not Applicable**
Value Rs..... DD/BC No.....Dated.....
Submitted in the Form of DD/BC Not applicable
- 3.0 EMD: (Not Applicable for Govt. Agencies, CPSE, PSU, etc refer Annx-A clause VIII)**
Value Rs Rs. 2,50,000 (Rupees Two Lakhs and Fiftu Thousand Only)
DD/BC No..... Dated.....
Submitted in the Form of DD/BG/ONLINE/Not applicable
- 4.0 Validity of offer is up to 150 days from the due date of opening of Techno-commercial part, as mentioned in NIT/LIT
Validate upto..... Dated.....**
- 5.0 Annual Turnover Details:**
Audited Balance Sheet including Profit and Loss Account Statement for the last 3 (three) years.
Submitted Rs..... Year.....
Not Applicable
- 6.0 Assessment Orders for the last three years or in case Assessment Order for any particular years has not been completed, copy of the Income Tax Return duly acknowledged by Income Tax Department.
Submitted dated.....**
- 7.0 Aggregate of Payment certificate(s) in the form-16(A)/TDS in a year that is highest in last 5 (five) years.**
Submitted Rs..... Year.....
- 8.0 GST with regn certificates, etc if applicable**
Submitted GST No:Dated
PAN no. :
Other Regn code/no. if any :
- 9.0 Details of similar works executed: in the Proforma enclosed in the tender/bidding document.
Submitted Ref.....**

- 10.0 **Details of Present Commitment** in the Proforma enclosed in the tender/bidding document.
Submitted Ref.....
- 11.0 **An Overall Schedule** in the form of Bar Chart, clearly indicating all important milestone of the construction activities (if applicable)
Submitted Ref.....
- 12.0 **List of minimum equipment's** proposed to be deployed for the work in the Proforma enclosed in the tender/binding document.
Submitted Ref.....
- 13.0 Proposed Site Organization as per Proforma enclosed in the tender/bidding document.
(i) Submitted Ref.....
(ii) Qualification and experience of Stockyard In-charge and other key personnel have been mentioned in the site organization chart.
Yes Ref.....
(iii) Number of Key Personnel under different heads have been mentioned in the Site organization chart.
- 14.0 Power of Attorney in favour of person(s) who has/have signed the offer in stamp paper of appropriate value.
Submitted
- 15.0 **Information about Tenderer** in the relevant provisions given in NIT/Tender.
Submitted Not Applicable
- 16.0 **Partnership Deed** in case of partnership firm and Articles of Association in case of limited company.
Submitted Not Applicable
- 17.0 **Declaration regarding** relationship with client's Director.
Not Applicable Submitted
- 18.0 **Copy of P.F. Code No. and ESI Code No.**
Submitted P.F. Code No.
Submitted ESI Code No.
- 19.0 **Tendering Drawing (Layout of Warehouse)**
Submitted Not Applicable
- 20.0 **Techno-commercial Deviation/exceptions**(if unavoidable) in the Proforma enclosed in the tender/bidding document.
Not Applicable Submitted
(For "no" Deviation)

- 21.0 **Price bid contains no conditions in any form.**
Confirmed Not confirmed
- 22.0 **All the documents furnished are readable/legible**
Yes
- 23.0 **All pages/documents are stamped and signed by the authorized signatory of the tender/bidder.**
Yes
- 24.0 **Mandate for E-Payment has been duly filled-in, signed, stamped by the contractor and also endorsed and countersigned by bidder's banker (NSIC reserves the right to refund the EMD of bidders by e-payment only)**
Yes

GENERAL TERMS AND CONDITIONS

I. Products to be handled

- a) Steel /Poly strapped Aluminium Ingots bundles such bundle containing 49 pcs / 44 pcs. of Al. Ingots and gross weight per bundle : 1 MT (Approx.)
- b) Aluminium Sow Ingots of different sizes, maximum weight per piece :1.0 MT (Approx.)
- c) Aluminium Wire Rods weight per coil : 2 MT (Approx.)
- d) Billets in bundle – The number of pieces in each bundle and bundle weight will depend upon cut length (maximum cut length 5800 mm). The weight of a bundle may be to the tune of 3 MT max. The Billets will be strapped on a wooden runner.
- e) Steel/Poly strapped Cast Strip: 5 MT (Max)
- f) Steel/Poly strapped Rolled Products in Coil Form mounted on wooden frame: 7 MT (Max.)
- g) Steel/Poly strapped Rolled Products in Cut-to-length Sheet packed in wooden frame: 3 MT (Max.)
- h) T-Bars/T-Ingots in rectangular shape blocks, each block weighing about 650 ± 50 Kgs.
- i) Any other form of Aluminium and other products manufactured by NALCO.

II. Scope of Work:The scope of work shall inter-alia cover all the following, but not limited to it.

- a. Handling and Receipt of above materials, dispatched through trucks at the premises of contractor's warehouse / stockyard located at Vadodara, subsequent storage, delivery, etc. as per detailed terms and conditions at ANNEXURE-I.
- b. Stockyard/Warehousing facility management, delivery and other services for domestic sales as per detailed terms and conditions as at ANNEXURE-I.

It is the responsibility of the contractor to co-ordinate the above 2 areas of works so that the domestic sale of metal are effected as per schedule.

III. a) NSIC shall mean The National Small Industries Corporation Ltd. (A Government of India Enterprise) having its Branch Office at 202, Samrudhdhi Building, Opposite Sakar-III, Near Income Tax, Ashram Road, Ahmedabad and Registered Office at NSIC BHAWAN, Okhla Industrial Estate, New Delhi-110020, which shall be hereinafter referred to as NSIC.

- b) **Volume of Work** - On an average, about 8400 MTs of material is expected to be handled in a year for sale in domestic market and onward transfer to various stockyards or any other location in case NSIC opens additional stockyards. However, NSIC does not guarantee the quantum of work. No claim from the contractor shall be entertained in the event the volume of work is substantially lower or higher. NSIC does not guarantee any definite volume of work during the tenure of the contract. It is a tentative program of NSIC to handle around 42000 MTs under this contract. These indications are, however, purely tentative and it cannot be made the contractual obligations of NSIC and subject matter for any claim or litigation by the contractor.

- IV. **Duration of the Contract:** Duration of contract shall be for a period of 60 months from the date of commencement of the contract.
- V. **Validity of Offer:** The offer should be valid for a period of 150 days from due date of tender opening and the rates once submitted shall not be changed/varied during this period. No claim shall lie on NSIC for the validity of the offer or for any costs that may arise to the contractor on account of his participation in the tender.
- VI. **Right to accept/reject the tender:** NSIC reserves the right to reject any or all the tenders without assigning any reason thereof.
- VII. **Tender Paper Cost:** Not applicable.
- VIII. **Earnest Money Deposit (EMD):** NO EMD is required
- IX. **SECURITY DEPOSIT (SD):**
There shall be two forms of interest free Security Deposits – (a) SD for Contract Performance and (b) SD against issue of materials for handling, stock-holding, etc. The contractor shall submit the Security Deposits by way of Bank Guarantee in the prescribed format as given at Annexure-VI and Annexure-XV or by way of e-payment (RTGS) within 21 days from the date of issue of LOI.

IX. a. SD for Contract Performance

- IX.a(i). NSIC has to submit security deposit to Principal/ NALCO towards the contract performance, for which, equivalent amount of SD is required to be submitted by the service provider to NSIC as per back to back arrangement. The BG for this Security Deposit shall be as per the format at Annexure-VI of this tender. Some amount in the form of of BG may be deposited initially (referred as initial security deposit) within 20 days of receipt by him of the notification of acceptance of tender and the balance will be recovered in installments through deduction of equivalent amount of each running account bill (Equivalent amount, the NALCO will deduct from NSIC), till total security deposit is collected.
- IX.a(ii) Alternatively the contractor may at his option deposit the full amount by way of e-payment (RTGS), towards deposit.
- IX.a(iii) The Earnest Money Deposited with the tender, by the successful bidder if paid by way of e-payment (RTGS) may be adjusted towards Security Deposit.
- IX.a(iv) The security deposit will be released after successful completion of the defect liability period/claim period, as the case may be, on certification of Officer-in-Charge, by e-payment only.
- IX.b. SD against issue of materials for handling, stock-holding, etc

Under the contract, NALCO shall despatch the materials viz- Aluminium Ingots (which includes standard ingots, sow ingots, T-ingots, etc), Aluminium Wirerod, Aluminium Billet, Aluminium Rolled Products, etc (hereinafter referred to as the "said materials") to the contractor. The said materials shall be under the custody and charge of the contractor and shall be handled, kept, stored, delivered at the sole risk and expense of the Contractor. The contractor shall make arrangement for adequate security for the said materials for handling, keeping, storage, deliveries, etc by the contractor under the contract. For such adequate security a sum of Rs. 27,00,000/- (which is 2 % of the cost of average stockholding of products, considering the average highest daily stock holding of 700 MT) shall have to be deposited by the person/ persons (hereinafter called as contractor) as security deposit with the owner until the expiry of defect liability period. The BG for this Security Deposit shall be as per the format at Annexure-XV of this tender.

- X. **Parallel Contractor:** NSIC reserves the right to appoint any other contractor(s) on the same or similar terms and conditions or otherwise for full or part of the contract, or for any part of the scope of this contract. This contract does not restrict the right of NSIC to take recourse to the above conditions even if notice of termination is not served and contract terminated with the contractor.
- XI. **Alternative Arrangement:** In absence of timely and proper performance by the contractor, NSIC reserves the right to utilize the services of any other contractor without notice at the risk and cost of the contractor and to recover charges and expenses in excess of the contractual terms from the contractor. Similarly if the contractor fails to meet his contractual obligations, the work shall be got completed at his risk and cost through alternative sources/arrangements. This will be without prejudice to the rights of NSIC for any other action including termination, forfeiture of security deposit etc.
- XII. **Commencement of work:** The work shall be commenced within 7 days of receipt of LOI or as per the stipulation in the LOI/Work Order. The contractor's offer shall be valid for acceptance up to 150 days (four months) from the due date of opening of tender. A mobilization period of 2 months (maximum) from the date of placement of Work Order shall be allowed. No extension for mobilization period shall be permitted.

XIII. INSURANCE

Insurance by Principal: Material will be insured by NALCO for transportation from NALCO's plant to any NSIC Warehouse/Stockyard in India and is subject to insurance company's Marine Cargo Policy terms and conditions, governing the same relating to various clauses as prescribed by the underwriters.

Stock insurance of the material stored in the stockyard / warehouse / godowns shall be arranged by the Principal/NALCO (also called OWNER). The owner shall arrange the policy of Burglary (including theft/pilferage) for owner's stock. The owner shall also arrange for Fire and Special Perils policy for its material stored in the stockyard / warehouse / godown. The amount settled by the insurance company will be reimbursed to the contractors after recovery of 125% of the value of the loss (if any) from the contractor.

XIV. SAFEGUARD / SECURITY OF Principals's STOCK AT STOCKYARD/WAREHOUSE OR DURING ITS CUSTODY WITH THE CONTRACTOR

The contractor shall take adequate measures / precautions to safeguard Principal's materials at stockyard/warehouse and under his custody against burglary/theft, pilferage, damages of any kind and any loss / shortage that may occur. In the event of any loss / shortage due to theft, pilferage, damages of any kind during storage at stockyard/warehouse or under contractor's custody, cost equivalent to 125 % of the value of such losses/damages shall be recoverable from the contractor or adjusted against service charges payable to them on account of sales effected without prejudice to any other actions. In case of theft / burglary at stockyard/ warehouse or under contractor's custody, the contractor shall be responsible for lodging the FIR with the Police and the same should be intimated forthwith to NSIC/Principal. **The contractor shall also provide all assistance and documents to NSIC for lodging the insurance claim.** In case the loss estimated at 125 % of the value of loss/shortage recoverable from the contractor, becoming insufficient with respect to the amount payable to the contractor, the same shall be recovered by taking recourse to encashment of Bank Guarantees (i.e the BGs for handling, storage, etc the format of which is as per **Annexure-VI & Annexure-XV**). **If the value of security available by way of BGs and pending bills, put together, falls short of the recoverable value, the shortfall shall be made good by the contractor.**

XV. Termination of contract by NSIC: If the contractor does not commence the work in the manner described in the contract documents or if NSIC notices/finds the occurrence of any one or more the following events /contingencies or any other breach or default: -

- a) Failure to carry out the work in conformity with the contract documents
- b) Failure to carry out and execute the work in accordance with the time schedule to the satisfaction of NSIC/Principal.
- c) If the contractor abandons the work
- d) Due to breach of any of the terms & conditions on the contract by the contractor.
- e) Distress execution or other legal process being levied upon any of the contractor's goods and/or assets.
- f) If the contractor or any person employed by him takes or offers for any purpose connected with the contract any gratuity, royalty, commission, gratification or other inducements (whether money or in any other form) from/to any employees or customers or their authorized representatives of NSIC/Principals.
- g) If the contractor during the continuance of the contract becomes bankrupt makes any arrangements or composition with his creditors or permit any execution to be levied or go into liquidation.
- h) If any criminal investigation or proceedings are initiated against the contractor.

Then in any such case, NSIC shall have the right/power to terminate the contract and take action under provisions of the contract. No compensation whatsoever shall be payable to the

contractor in the event of any such termination. The security deposit will stand forfeited for any such termination. NSIC will be at liberty to get the job done at the risk and cost of contractor, without prejudice to any other rights of NSIC.

NSIC shall also have right to terminate the contract by serving three months' notice in writing without assigning any reason whatsoever. The notice period shall be effective from the date of receipt of the notice. Upon termination of the contract, any materials, stocks, equipments etc of NSIC/Principals shall be returned back to NSIC/Principals within reasonable time from the date of contract termination.

- XVI. **Subletting of work:** No part of the contract shall be in any manner be transferred/sublet by the contractor directly or indirectly to any other person or firm without prior consent of NSIC in writing.
- XVII. **Labour Laws and other laws:** The contractor shall comply with all the provisions of all labour legislations of the State/Central Government or any competent authority as applicable in respect of all men employed by him in executing the contract. The contractor shall ensure that any authorized sub-contractor under him does similarly comply with the above requirements. The contractor shall be responsible to defend or make payments against all actions, proceeding, claims, demands cost and expenses whatsoever arising out of any failure on the part of contractor or sub-contractor to comply with all or any of the Acts and Regulations of State/Central government contractor shall indemnify NSIC against all actions, proceedings, claims, demands, cost and expenses whatsoever arising out of or in connection with the matters referred to in this tender. Contractor shall be responsible to settle all the disputes with the employees engaged by him or by any authorized sub-contractor. The contractor shall abide and fulfill all the provisions of the Minimum Wages Act, Contract Labour (Regulation & Abolition) Act 1970.

The contractor shall be responsible for observance of all Statutory Laws/Acts and Rules as may be applicable viz. Company's Act, Minimum Wage Act, Provident Fund Act, Employees State Insurance Act, Motor Vehicle Act, GST Act and all other applicable Laws, Rules & Regulations, etc and related laws and the contractor shall absolve NSIC of all liability in respect of the contractor's employees or their dependents or agents or their equipment. All taxes, Insurance and other charges as applicable to the vehicle and machineries shall be the full responsibility of the contractor.

- XVIII. **Contracts coordination:** NSIC/Principal or its authorized officers will be the coordinating agencies for execution of the contract. The contractor will undertake execution of the contract as per their instructions from time to time. The contractor shall make necessary arrangement for posting of his representatives at different work area for proper liaison with the coordinating agencies.
- XIX. **Work on Sundays and Holidays:** The contractor shall carry out work on Sunday and holidays also if exigency arises in the interest of the progress of the work without any extra charges to NSIC.
- XX. **Billing and Payment:** Contractor shall submit his bills, after completion of the job and all formalities related with the job on a monthly basis for the component and quantum completed, in quadruplicate to NSIC along with the relevant documents/certificates stipulated by NSIC. Payment shall be made by way of Electronic Payment only within 30 (thirty) days from the date of receipt of the bills if found in order and are complete in all respects subject to receipt of the payment from Principal. Income tax as applicable at the prevailing rate on the gross amount billed shall be deducted from contractor's bills

No compensation is payable for any delay in releasing payments. This is subject to any recovery which NSIC is entitled to make from the bills of the contractor.

The contractor has to enclose the proposed deviation statement with RA bill once the executed value of work reaches 80% of the awarded value.

GST registration of the contractor is mandatory. No activities in this contract should suffer due to non-availability of GST registration on part of the contractor.

XXI Force Majeure: The contract is subject to force majeure conditions which includes circumstances including acts of God in the event of stoppage of work in any establishment of NSIC during the contract period, or owing to work, riots, strikes, lock-outs, trade disputes, break downs accidents, fire, tempest, Govt. orders or restrictions imposed by Govt. of India, Governmental decrees, shortage of materials, non-availability of shipping space and/or causes beyond control of NSIC.

XXII. Arbitration:

A) **Arbitration clause for Private Contractor:** In case of any dispute or differences arising out of the contract which cannot be resolved mutually between NSIC and the contractor it shall be referred to a Sole Arbitrator to be appointed by the CMD of NSIC. The CMD, NSIC, shall communicate/cause to communicate, a panel of three names of persons to contractor/NSIC in this regard within 30 (thirty) days of notice of arbitration, for contractor/NSIC to select anyone of them to be appointed as the Arbitrator. In case contractor/NSIC has not communicated its selection as above within thirty days, CMD, NSIC will appoint any one of them as a Sole Arbitrator.

The Arbitrator shall give a reasoned and speaking award. The award of the Arbitrator shall be binding on both the parties. The venue of arbitration shall be at Mumbai. In case of any vacancy another arbitrator will be appointed in the same manner as above. The Arbitration and Conciliation Act, 1996 and rules made therein shall apply to Arbitration proceedings.

B) **Arbitration clause for PSU as per guidelines of BPE :** In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such disputes or difference shall be referred by either party to the arbitration, to one of the arbitrators in the department of Public Enterprises, to be nominated by the Secretary to the Govt. of India in charge of Dept. of Public Enterprise. The Arbitration and Conciliation Act 1996 shall not be applicable to the arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the disputes. Provided however any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary, Dept. of Legal Affairs, Ministry of Law & Justice, Govt. of India. Upon such reference, the dispute shall be decided by the Law Secretary or the Special Secretary/Addl Secretary when so authorized by the Law Secretary whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration intimated by the arbitrator. Venue for arbitration proceedings shall be at New Delhi / Mumbai.

The arbitrator shall give a reasoned award.

XXIII Jurisdiction: The contract shall be governed by the Laws in force in India and subject to exclusive jurisdiction of Courts at Ahmedabad.

XXIV. QUOTATION & RATES: The contractor shall quote rates against respective schedule of rates in the BOQ after duly acceptance of the detailed Rate Schedules at Annexure-II, careful analysis of costs involved for performance of jobs considering all requirements of labour, trucks, materials, equipments and whatsoever is necessary for due execution of work. In case it is noticed that the rates quoted by the contractor are unusually high or low, it will be sufficient cause for rejection of tender unless NSIC is convinced about the reasonableness of the rates on scrutiny of the analysis of such rates to be provided by the contractor on demand. It is to be noted that, it is not obligatory on the part of NSIC to call for any such analysis before rejecting the tender

- XXV. The contractor is deemed to have fully acquainted himself with – (a) the nature of job to be performed by him (b) the requirement of trucks, labour, materials, equipments (c) conditions of roads for movement of our cargoes and (d) all the necessary information whatsoever is necessary for the execution of the work, before quoting and no claim whatsoever will be entertained for any omission or commission by the contractor in this regard.
- XXVII. The rates quoted shall be firm except for the PVC indicated on the account of labour & fuel and inclusive of all charges, except GST. In case GST is leviable for such services, the contractor shall raise tax-compliant Invoice showing GST component separately which will be paid extra.
- XXVIII. No idle charges shall be paid/payable to the contractor either for handling equipment or labour or for any reason whatsoever.
- XXX. Should any items/jobs arise beyond the scope of work given in the schedules of rates at BOQ or at ANNEXURE-II, specific price for that particular item/job shall be negotiated and agreed to for implementation of the same.
- XXXI. **Criminal Background:**
The bidder or its Proprietor/Partner(s)/Director(s) of the firm should not have been convicted by a court of Law for an offence involving moral turpitude in relation to business dealings during the past seven years for acceptance of the offer. The bidder shall give an affidavit to this effect. The affidavit must be affirmed before the competent judicial authority or duly notarized by the Notary. Besides, bidder should furnish litigation history of their firm or group firm (if claiming fulfilment of PQC on group entity terms). The litigation history shall include:
- (i) Arbitration cases pending.
 - (ii) Disputed incomplete works.
 - (iii) Pending civil cases against the firm or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings
 - (iv) Pending criminal cases against the firm or its Proprietor/Partner(s)/Director(s) involving moral turpitude in relation to business dealings.
 - (v) Punishments awarded under civil cases or criminal cases involving moral turpitude in relation to business dealings

It is expected that Bidders/Contractors observe the highest standard of ethics during the execution of the contract in pursuance to the policy of “Corrupt & Fraudulent practices”, that is defined as follows:

- (a) “Corrupt practice” means the offering, receiving or soliciting of anything of value to influence the action of a public official in the contract execution.
- (b) “Fraudulent practice” means a misrepresentation of facts in order to influence the execution of a contract to the detriment of NSIC, and includes collusive practices amongst the bidders (prior to or after bid submission) designed to establish bid process at artificial non-competition levels and to deprive NSIC of the benefits of free and open competition.

XXXII. All operations under the scope of work of the contractor shall be executed by the contractor so as to match the truck clearance interests and dispatch program of NSIC. The contractor shall mobilize adequate numbers of men, appliances, equipment's, machineries and supervisors to fulfill this responsibility. On such exigencies the contractor shall also maintain his warehouse fully operational beyond his normal working hours and on Sundays and holidays.

XXXIII. The contractor shall not exercise any lien on NSIC's stocks on account of any payment or contractual disputes. The contractor shall indemnify NSIC & NSIC's stock in his custody from any claim arising out of property ownership/tenancy dispute, industrial disputes etc.

XXXIV. The contractor shall notify well in advance and keep NSIC posted on the development which may lead to Law and Order problem within and/or in immediate vicinity of his premises, Industrial disputes and other development which may hamper/prevent the contractor from execution of his contractual obligations.

XXXV. NSIC does not guarantee any definite volume of work during the tenure of the contract. It is a tentative program of NSIC to handle around 8400 MTs per year under this contract and it is estimated that minimum 5000 sq.ft. (approx.) of fully covered storage space would be required space for stockyard/warehouse. These indications are, however, purely tentative and it cannot be made the contractual obligations of NSIC and subject matter for any claim or litigation by the contractor.

XXXVI. **DEFECT LIABILITY PERIOD:** Liabilities for Defect, Imperfections etc. and Rectifications thereof. If it shall appear to the authorities of NSIC that any activity/service has been executed but has not effect into required final event / occurrence or otherwise not in accordance with the contract, the contractor shall on demand in writing from the authority of NSIC specifying the activity/service complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith complete the activity / render service at his own charge and cost, and in the event of failure to do so within a period to be specified by the Authorities of NSIC in his demand aforesaid, the NSIC Authority may on expiry of notice period rectify or remove, and re-execute the activity /service or remove and replace with others, the activity/service complained of as the case may be at the risk and expense in all respects of the contract. The decision of the NSIC Authority as to any question arising under this clause shall be final and conclusive. Defect liability period for this contract shall be 01 month from the date of expiry of the contract.

XXXVII. OTHER TERMS & CONDITIONS:

1. The bidder should indicate valid e-mail ID under Attachment-IE (DECLARATION BY THE BIDDER) enclosed. In case the bidder does not have a valid e-mail ID, they should undertake to register the e-mail ID within two weeks from bid submission date.
2. If conflicts between documents, comprising the contract arise, the following shall prevail in the order as below;
 - FOI/LOI/LOAWO including any agreed variation.
 - Schedule of rates/Bill of Quantity
 - Technical specifications
 - Special Conditions of Contract
 - Instruction to Bidders
 - Relevant Indian Standards

3. CONDITIONS FOR DEBARRING A CONTRACTOR

- Failure to mobilize for the work - The contractor does not mobilize and start work on the scheduled date or within reasonable period.
- Failure to adhere to the time schedule of work - Time schedule indicated by Officer- in-charge will be compiled every week and default in adhering to schedule will have to be reported to HOD for necessary action. Depending on the work requirements HOD may initiate debarring proposal.
- **In case of any serious offence committed by the contractor: e.g.- sabotage, fraud, theft of company property etc. any time during execution of work, debarring process starts immediately.**
- In case the contractor does not execute the contract satisfactorily, banning for a period up to one year may also be imposed.

XXXVIII: BID EVALUATION PROCEDURE

On receipt of bids from the bidders, a designated evaluation committee will visit the sites of the bidders to access the infrastructure facilities as per the Sl. No. (III) of PQC and submit their report to the tender evaluation committee for further deliberation.

Tender Evaluation Committee shall evaluate the offers of the bidders based on PQC criteria and site committee report and NIT terms and conditions & recommend the opening of price bids of the qualified bidders.

PRE-QUALIFICATION CRITERIA

(OPEN TENDER FOR CONTRACT ON STOCKYARD OPERATIONS, HANDLING, WAREHOUSING, DELIVERY ETC. FOR DOMESTIC ALUMINIUM SALES AT VADODARA)

(I) Financial criteria

Average annual turnover during the last three financial years ending 31st March of 2017 should be Rs. 15,82,560/- (Rupees fifteen lakhs and eighty two thousand five hundred sixty only). Net worth of the bidder during the last financial year shall be positive as per the audited balance sheet.

The bidders have to submit the copies of audited financial statements / profit & loss accounts of the year (i) 2015-16 (ii) 2016-17, (iii) 2017-18 in support of the above qualifying criteria along with the bid. Non-submission of above documents will lead to rejection of the offer.

(II) Experience criteria

The bidder should have successfully executed similar type of work, for which they should submit the copy of completion certificate along with the relevant Work Order issued by the organization for which the work has been done.

Experience of having successfully completed "similar works" **during the last seven years** ending last day of the month previous to the one in which applications are invited should be either of the following:

- a) Three similar completed works having **executed value** each costing not less than the amount equal to Rs. 21,10,080/- only (Rupees Twenty-One Lakhs Ten Thousand and Eighty only)
Or
- b) Two similar completed works having **executed value** each costing not less than the amount equal to Rs. 26,37,600/- Only (Rupees Twenty-Six Lakhs Thirty-Seven Thousand Six Hundred only)
Or
- c) One similar completed work having **executed value** costing not less than the amount equal to Rs. 42,20,160/- Only (Rupees Forty-Two Lakhs Twenty Thousand One Hundred and Sixty only)

Similar works shall mean the following:

- ➔ Receipt and handling of incoming metal at a warehouse by trucks **AND**
- ➔ Stockyard cum Warehousing facility for metal sales in domestic market **AND**
- ➔ Loading and handling of material for onward transfer to other stockyards/sales points.

The above executed values include the work values of all the three categories of work mentioned above.

Bidder to note, partially completed work in progress (not abandoned) shall also be accepted against experience criteria of PQC as indicated above. If the partially completed work is submitted as qualifying work order against experience criteria, it is required to submit the part completion certificate issued by the client clearly indicating the value of each category of work completed (which should satisfy similar work) and the performance/progress of the agency is satisfactory against the contract.

Note: Evaluation Criteria – Cost of the completed works by the bidder and the annual turnover shall be escalated @ 10% per annum (simple) to bring them at the current price level. (The cost of work completed within one year prior to original date of bid opening and the turnover of the latest previous year shall not be considered for any weightage. The weightage shall only be considered for work completed prior to one year of original date of bid opening on annual basis and no weightage shall be given for part of the year.)

(III) Criteria on Infrastructures for handling, storage, etc of domestic metal of NSIC

A. Warehouse cum Stockyard Area

Requirement of Infrastructure

- i. **Area Size:** Covered Storage space of approx 5000 sq.ft. (min)
- ii. **Wall Fencing:** The Stockyard cum warehouse should have secured wall fencing.
- iii. **Location:** Vadodara, State Gujarat.

Documentary Requirement*

- a) Valid Trade Licence issued by the concerned authority
- b) Valid Fire Licence (if applicable) issued by the concerned authority. (In case Fire License is not available, the bidder shall submit an Undertaking along with their bid to submit the Valid Fire License within 10 days of receipt of Order).

*As a proof, documents to be uploaded / submitted along with the tender. If required and on demand, original documents must be produced before NSIC officials / NSIC' Tender Committee

Note: A mobilization period of 2 months (maximum) from the date of placement of Work Order shall be allowed. No extension for mobilization period shall be permitted. The bidders are required to submit an undertaking to this effect along with Part-I Bid, as a part of Pre-Qualification.

(IV) Offers of Joint Ventures / Consortium Firms will not be acceptable against this tender.

SIGNATURE and STAMP OF THE TENDERER

Page 2 of 2 of Annexure – B

SIGNATURE and STAMP OF THE TENDERER

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SPECIAL TERMS & CONDITIONS

1. **Scope of Work** : The scope of work shall cover:
 - a. Liaisoning and coordinating with officials of NSIC for ascertaining programme of movement of trucks carrying Aluminium materials.
 - b. Receiving of stock by truck at stockyard/warehouse. Contractor has to effect payment of all statutory charges imposed by the Govt for such cargo.
 - c. In case shortage is observed in transit for dispatch from Principals's smelter plant/refinery, the contractor should arrange for obtaining all relevant shortage certificates and lodging of initial monetary claim on transporter on Principals' behalf or arrangement for obtaining shortage certificate/ surveyor's report from the surveyor of NSIC/NALCO's underwriters together with joint inspection report duly signed by contractor and surveyor.
 - d. Re-bundling and re-strapping of bundles received/found loose in order to make them transport worthy.
 - e. Receipt of material as per incoming truck and keep the material truck-wise in the stockyard with proper protection from rain / water / dust / dirt.
 - f. The scope of the contract shall cover storage, handling and ancillary services for following stocks/products of NSIC which shall be for the purpose of domestic sale.
 - i) Steel /Poly strapped Aluminium Ingots bundles such bundle containing 49 pcs / 44 pcs. of Al. Ingots and gross weight per bundle : 1 MT (Approx.)
 - ii) Aluminium Sow Ingots of different sizes, maximum weight per piece: 1.0 MT (Approx.)
 - iii) Aluminium Wire Rods weight per coil : 2 MT (Approx.)
 - iv) Billets in bundle – The number of pieces in each bundle and bundle weight will depend upon cut length (maximum cut length 5800 mm). The weight of a bundle may be to the tune of 3 MT max. The Billets will be strapped on a wooden runner.
 - v) Steel/Poly strapped Cast Strip : 5 MT (Max)
 - vi) Steel/Poly strapped Rolled Products in Coil Form mounted on wooden frame: 7 MT (Max.)
 - vii) Steel/Poly strapped Rolled Products in Cut-to-length Sheet packed in wooden frame: 3 MT (Max.)
 - viii) T-Bars/T-Ingots in rectangular shape blocks, each block weighing about 650 ± 50 Kgs
 - ix) Any other form of Aluminium and other products manufactured by Principals.

2. The contractor shall undertake to perform and provide the following scope of work and service for Principals' domestic materials:

- 2.A. Storage Facility and Management
- 2.B. Stock Unloading Services
- 2.C. Stock Removal / Stacking
- 2.D. Stock Delivery
- 2.E. Stock Re-bundling
- 2.F. Stock Marking

2.A. Storage facility and management: The storage facility and management to be provided under this tender shall be as follows:

2.A.1 The storage yard shall have office space and clean and hygienic drinking water and toilet facility. There shall be provision of washing water arrangement of sufficient pressure at strategic locations. The storage yard shall have telephone & fax connection in working order.

2.A.2 Contractor shall arrange for sufficient yard space at their cost and store Principal's material in such yard. The Contractor shall be responsible for keeping the entire area secured and making watch and ward arrangement for the open yard and shall take all steps for proper and safe custody of the goods from the time of receipt & unloading till the dispatch of goods.

The storage yard shall be located at Vadodara and shall have graveled surface. The yard should have enough space for uninterrupted movement of both incoming and outgoing traffic. The contractor shall provide parking space for stock laden trucks during working as well as off-working hours within the yard premises. The yard shall be securely enclosed with brick wall, of height about 10 ft. topped with barbed wire-fence. The yard shall have floodlight for good visibility during night working hours and for security reason.

Out of the above, minimum 5000 sq ft area should be a fully covered storage space which will be required for storing Wire Rods, Strips, Rolled Products, Billets, etc and should be specifically earmarked for NSIC. No material other than Principals material can be kept inside the above covered storage space. The area should also be free from any water logging /rain water accumulation. Proper care should be taken to protect the coils from rain water.

2.A.3 The contractors shall maintain proper accounting of stock receipt, stock on hand and stock delivery and implement sound warehouse management practices. A daily report of the receipt stock and dispatch status & documents against Letter of Credit (LC) related supply shall be submitted to NSIC/ Principals by 11.00 A.M. of next working day. The report shall be in the format as specified by NSIC Principals. In addition to the daily report, the contractor shall promptly provide any other information pertaining to the work covered by tender verbally and / or in writing as required by NSIC Principals and send a consolidated weekly and monthly report in a manner prescribed by NSIC/Principals.

2.A.4 The contractors shall deploy sufficient number of guards/watchmen/gunmen at the gates, warehouse and on beat duty. The contractor shall maintain such records and manage the security system in such manner as to provide full proof security cover for Principals stocks.

2.A.5 Contractor shall provide for adequate number of weighing scales. They would also provide crane facilities for handling, loading, unloading of Principals products requiring mechanical handling in the open yard and / or manual labour as may be required. Forklift shall be used to handle different forms of Ingots, T-Ingots, Sows and Rolled Products. Hydra cranes will be used to handle Wire Rod Coils and Rolled Product Coils. The material shackles will be adequately padded to prevent any damage to wire rod coils during handling. For Rolled Products, belt sling have to be used for handling the same to prevent any damages.

2.A.6 The contractor shall provide to NSIC/Principals officials free access at all times to the warehouse premises for stock inspection & supervision and inspection of contractor's contractual obligation. The contractor shall also provide free access, working space and reasonable co-operation, upon request from NSIC, to any authorized representative of NSIC's agencies/ Principals/surveyors for execution of their bonafide business.

2.B. Stock Unloading Services: Stock unloading services to be provided under this tender shall be as follows:

2.B.1 The stocks shall arrive by truck directly from Principals Smelter Plant or any other places. The contractor shall unload the stocks from trucks using only mechanical appliances viz. forklift, cranes, etc providing proper supervision and release the trucks within four hours of its reporting during normal working hours. With regard to dispatch of material from plant by trucks, in case trucks are not unloaded and released on the same day due to contractor's fault, detention charge if any, charged to NSIC/ Principals due to above will be deducted from the contractor's bill. In case, the contractor fails to maintain the required tempo of operation and consequently NSIC/ Principals incurs load demurrage/ wharfage from carriers, the contractor shall be responsible and the same shall be recovered from contractor's pending bills and / or Security Deposit or otherwise. In addition to physical load, the contractor shall receive and preserve such documents pertaining to the delivered stocks and shall arrange to hand over the same to NSIC/authorized agencies as and when instructed.

2.B.2 The contractor shall properly inspect the stock on arrival and provide proper & factual receipt to the carrier in acknowledgement of the stock received. The acknowledgement, in addition to the other details, shall clearly specify the following:

a) *Name of materials & quantity under each lorry receipt. In case of Ingot bundles, the bundle marks and numbers and quantity of Ingot in each bundle.*

b) *The condition of strapping of the Ingot bundle whether good/loose/broken condition and the entire condition of Rolled Products and Billets packing.*

In case of receipt of metal by road from Smelter Plant the gross & tare weight should be taken with proper physical inspection of the stock and any shortage /damage of straps/ non-availability of end seals/ damage of rolled products, etc, a joint inspection and/or counting shall be arranged by the contractor with the authorized representative of the carrier and actual findings endorsed on the Lorry Receipt under joint signature of the contractor and carrier's representative. The contractor shall also immediately inform NSIC/ Principals of such deliveries over phone and submit by next working day, a report in writing.

2.C. Stock Removal/Stacking :

2.C.1 After unloading from the truck and sequentially and immediately thereafter, the stock shall be removed to the storage yard and wherever applicable, stacked as per direction of NSIC/ Principals. Only mechanical appliances viz. Forklifts etc. shall be utilized for the removal under proper supervision. The contractor shall not be entitled for any compensation for any subsequent removal/stacking/restacking operations. The stacks shall be arranged as per truck load in case of transportation by road and if otherwise in such manner as to make the marks and numbers of each of the bundle/piece/drum clearly visible and sufficient space between the stacks shall be provided for easy access during stock inspection and for handling operation to facilitate prompt loading and delivery. Stocks like Wire Rods/Cast Strips/Rolled Products etc should be immediately shifted to the covered space as mentioned earlier.

2.C.2 The contractor shall be fully responsible for maintaining such records so as to provide correct position of the stocks held by them along with its location.

2.D. Stock Delivery - Stock delivery services to be provided for Principals domestic sales and domestic stock transfers to other Principals stockyards shall be as follows:

- 2.D.1 The contractor shall arrange to deliver the stock strictly as per NSIC's/ Principals delivery instruction/Sale Order. The contractor shall use mechanical appliances viz. Forklift, Cranes etc. and remove the stocks from deposit point /stack and load on trucks under proper supervision. The contractor shall ensure that all trucks reporting at the warehouse during normal working hours to receive Principals stocks are loaded and released within four hours of its reporting. The contractor shall be fully responsible for deployment of adequate numbers of forklift, crane, manpower and supervision so that dispatches from the contractor's premises can be effected to match Principals program for domestic supply to match Principals buyers requirements.
- 2.D.2 The contractor shall be fully responsible to ensure that stocks are delivered by him to Principals customers or to parties authorized by NSIC/ Principals and obtain their proper receipts. The contractor shall also handover such documents that may be specified by NSIC/ Principals, on the same day after completion of delivery. Any consequential loss to NSIC/ Principals due to delayed submission of such documents by the contractor shall have to be borne by the contractor and shall be deducted from their bills.
- 2.D.3 The contractor shall load and place the stocks on the trucks in such manner as to fully utilize truck capacity volume wise/weight wise and/or as per NSIC's/ Principals instructions.
- 2.D.4 All stocks before exit from contractor's premises shall be suitably dry and/or water cleaned for removal of dust, grime and grease etc. The contractor shall ensure that such cleaning work is to the satisfaction of NSIC/ Principals and completed within the time schedule of Principals buyer's requirements.
- 2.D.5 The tare and gross weight of the truck will be taken as a matter of routine while delivering the metal in the trucks of the customers. This will be an integral part of the loading operation and for gross checking only. However, the weightment on the challan / invoice / documentation shall be based on weightment mentioned in the documents issued by Smelter Plant.
- 2.D.6 The contractor shall check & ensure LR issued by the transporters while delivering materials against different types of sale.

2.E. Stock Re-bundling

- 2.E.1 As and when instructed by NSIC/ Principals, the contractor shall arrange men, material and machine and execute re-bundling of Principals Ingot bundles/Wire Rods/Billets/Rolled Products packets. The re-bundling shall be to the satisfaction of NSIC. The contractor shall ensure to complete such re-bundling work within the time schedule of NSIC's/ Principals delivery program. For this the contractor should possess the re-bundling machine for re-bundling of Principals products with iron straps and also for re-bundling of Principals products with polyester straps whenever the job arises. The polyester straps should be min 16 mm width, min 0.89 mm thickness and breaking load min 2000 newton. The contractor has to maintain sufficient stock of iron and polyester straps at any given point of time. NSIC/ Principals reserves the right to have such re-bundling work executed through one or more agencies other than the contractor. The contractor however, shall allow free access to such agencies and provide suitable working space within the premises.

- 2.E.2 If any bundle received in good condition by the contractor, is found loose or with straps in broken condition whilst in the custody or during delivery by the contractor, its re-bundling shall be arranged by the contractor at no extra cost. In case of failure NSIC reserves the right to get the job done by other agencies at the risk and cost of the contractor.

2.F. Stock Marking

As and when required by NSIC, the contractor shall arrange men, materials and appliances and shall mark the stocks with colour code and/or shipping marks and numbers strictly as per NSIC's instruction.

3. **Contractor Responsibility with respect to NSIC's Domestic Materials:** The contractor's responsibility shall include co-ordination; handling of truck-loads of above mentioned Principals products arriving at warehouse. The contractor shall arrange unloading the materials from trucks and re-loading of the same into trucks and transportation up to final delivery of material. The scope includes all activities involved for effectively executing the work.
4. **Warehouse / Stockyard Area:** Contractor shall arrange for sufficient stockyard/warehouse space at their cost and store Principals material in such yard. The Contractor shall be responsible for keeping the entire area secured and making watch and ward arrangement for the stockyard/warehouse and shall take all steps for proper and safe custody of the goods from the time of receipt & unloading till the dispatch of goods. The contractor shall on the instruction of NSIC/ Principals effect sales delivery and stock-transfers ex-stockyard/warehouse for domestic materials.
- For handling, storage, delivery, etc of the material of NSIC coming from Principals Smelter Plant Angul-Odisha for sale in Domestic market, the Warehouse/Stockyard shall have 5000 sq. ft. (min.) covered storage space. The storage yard shall be located at Vadodara and shall have gravelled surface. The yard shall have enough space for uninterrupted movement of both incoming and outgoing traffic. The contractor shall provide parking space for stock laden trucks during working as well as off-working hours within the yard premises. Out of the above area about min. 5000 Sq.ft area to be under fully covered space. **The above 5000 sq ft area should be a fully covered storage space which will be required for storing Wire Rods, Strips, Rolled Products, Billets, etc and should be specifically earmarked for NALCO.** The area should be free from any water logging /rain water accumulation. Proper care should be taken to protect the coils from rain water. The contractor should have a valid Trade Licence along with Fire Licence for operating the warehouse/ stockyard.
- For the materials received and handled at stockyard/warehouse, the contractor should make the payment of statutory charges, consolidated charges, other charges etc. (including taxes, etc.) imposed by statutory authorities which shall be reimbursed at actual by NSIC/ Principals against production of original bills/invoices.
5. While loading material on trucks due care shall be taken by the contractor so that bundles/coils and their straps or other packing are not damaged during loading/transport/unloading etc. Due care also to be taken to ensure that NSIC's products do not get dirt or mud etc. during unloading and to clean them if desired necessary by Co-ordinating Officer of NSIC/ Principals. Particularly the stocks of Wire Rods, Rolled Products and Billets should be kept and stored in a fully covered space.
6. The contractor shall ensure to offload the NSIC's products from trucks immediately on arrival and release the trucks within the free time. The demurrage/wharfage if any, payable to carriers for delay in unloading from trucks shall be borne by the contractor only.

7. That the contractor shall take all steps for proper custody of the goods from the time of unloading at their premises till disposal and loss or shortage during such custody shall be borne by the contractor. The contractor shall be responsible to provide proper lashing, packing and dunnage to the loaded materials at their own cost. Material shall be covered with tarpaulin in transit to avoid damage due to rain. The contractor shall take all precautions to ensure safety of the materials received through truck during the process of handling and shall engage sufficient staff round the clock. The contractor shall take adequate measures/precautions to safeguard the materials during local transit as well as at warehouse till final delivery, against theft, pilferage/damage/shortage of any kind and for any loss/shortage accrued. In the event of any loss / shortage due to theft, pilferage, damages of any kind during storage at stockyard/warehouse, cost equivalent to 125% of the value of such losses/damages shall be recoverable from the contractor or adjusted against service charges payable to them on account of sales effected without prejudice to any other actions. In case of theft / burglary at stockyard/warehouse, the contractor shall be responsible for lodging lodged the FIR with the Police and the same should be intimated forthwith to NSIC/ Principals.
8. **Transit loss:-** In the event of any shortage is observed in transit from our factory at Angul, Odisha or from any other stockyard to our ware house / stockyard at Vadodara , contractor shall ensure to obtain shortage certificate from carrier and file the initial monetary claim on carrier on behalf of Principals. to protect Principals right of recovery and forward the same to NSIC/ Principals for further action, and the contractor shall be liable for any consequences of lapses in this regard. In case of failure, all consequences due to such failure shall be to contractor's account. However, incase carrier authorities refuse to carry out joint inspection and to give shortage certificate, the contractor shall carry out joint inspection with the surveyors of NSIC's/ Principals underwriter and obtain the shortage certificate/joint surveyors report form the surveyors of NSIC's/ Principals underwriters.
9. On arrival of the consignment at the Warehouse, contractor shall undertake all the work connected with the unloading, weighing and stacking of all categories of Principals products as may be assigned to them by NSIC/ Principals. The tare & gross weight of all incoming trucks shall be taken as a matter of routine while receiving the material.
10. At the time of unloading, if any bundles are received loose or are found loose at any point of time the contractor shall ensure to re-bundle and re-strap the same to make them transport worthy. Forklift shall be used to handle Ingot, T-Ingots, Sows, Rolled Products, Billets. Hydra cranes will be used to handle Wire Rod Coils and Rolled Product Coils. The material shackles will be adequately padded to prevent any damage to wire rod coils during handling. For Rolled Products, belt sling to be used for handling the same to prevent any damages
11. It shall be the sole responsibility of the contractor to ensure that the mechanical appliances, equipment's deployed for services covered by the contractor shall be in sound operating conditions, staff and operators well trained and skilled and supervision proper. The contractor shall be responsible at his own cost, for observance of all statutory laws, Acts & Rules applicable on the ownership and operation of the appliances. The contractor shall indemnify NSIC against all claims for damages/losses caused by appliances, equipment's or men and labour of the contractor to the property of the associated agency or against third party claim.
12. The contractor shall abide and fulfill all the provisions of the Minimum Wages Act, Contract Labour (Regulation & Abolition) Act 1970, Employees State Insurance Act and all other applicable Laws, Rules & Regulations, etc and related laws and shall absolved NSIC of all liability in respect of the contractor's employees or their dependents or agents or their equipment.

13. During the execution of the contract, if any, accident arises resulting in casualty or death or injury to any person including employees of the contractor then the contractor shall be liable to bear all expenses / compensation and indemnify NSIC from any demand, claim or proceedings occasioned or instituted by such injured person / deceased or on his / her behalf.
14. Contractor shall provide for adequate number of weighing scales. They would also provide crane facilities for handling, loading, unloading of Principals products requiring mechanical handling in the open yard and / or manual labour as may be required. Forklift shall be used to handle different forms of Ingots, T-Ingots, Sows and Rolled Products. Hydra cranes will be used to handle Wire Rod Coils and Rolled Product Coils. The material shackles will be adequately padded to prevent any damage to wire rod coils during handling. For Rolled Products, belt sling have to be used for handling the same to prevent any damages.
15. That Contractor shall carry out the instructions issued by the NSIC from time to time in respect of sale of Aluminium Ingots, T-Ingots, Sow Ingots, Wire Rods, Billets, Cast Strips, Rolled Products, etc., and for that purpose NSIC/ Principals will have an overall supervision and access to Contractor's yard at all times.
16. Before arrival of the material at stockyard / warehouse, the contractor will collect relevant dispatch details documents from transporters/NSIC's/ Principals Office. The said material on receipt at godown will be unloaded by the contractor and necessary receipt on unloading shall be duly issued and also sent immediately to NSIC's/ Principals Office. On receiving the material, contractor shall ensure that the description and quantity are in conformity with the description & quantity given in the challan & LR. However, in the event of any shortage, contractor shall obtain circumstantial evidence / shortage certificate from transporter / surveyors and immediately inform NSIC's/ Principals office for lodging claims with the insurance company.
17. That contractor shall deliver the material only against Despatch Instruction / Delivery Order issued by authorised signatory of NSIC's/ Principals. Contractor shall also obtain customer's (or their representative's) signature thereon to the effect that they have received the material as per the Despatch Instruction / Delivery Order. Contractor shall raise the Invoice on behalf of NSIC/ Principals on case to case basis on specific authorization of NSIC whenever required. Contractor shall also obtain proper LR's from concerned transporters on delivery of material, as per NSIC's/ Principals instructions and send the same (including the Invoice wherever specified) to NSIC in proper order immediately / next working day.
18. In order to safeguard the genuineness of documents the specimen signature of authorised representative of NSIC/ Principals will be provided to the contractor. Any change in authorization will be notified to contractor. Similarly the contractor should also provide the specimen signature of their authorized representative to NSIC.
19. **Support services / facilities** : The entire documentation / exercise / operation will be carried out by Contractor, the details of specific activities from the point of receipt of metal in truck and issuance of instructions by NSIC/ Principals till delivery of metal accounts, etc. will be worked out as per instruction of NSIC/ Principals. Necessary infrastructure like latest suitable/compatible computers and computer-peripherals with compulsory / dedicated internet broadband connection, printer, email connection, fax, telephone line etc should be available and arranged by the contractor to carry out the day-to-day job properly. The computers should have the required configuration for loading and operating Principals SAP software for which the contractor should provide trained personnel having knowledge and competency in operating and handling Principals SAP system.

20. NSIC/ Principals shall send dispatch intimation about dispatch from Plant to Contractor through email / phone / fax. The contractor shall send intimation to NSIC/ Principals regarding the details of all consignments remaining in transit for more than 15 days from the date of dispatch to enable NSIC/ Principals to lodge claims with transporter / Insurance Company for damage and missing consignments.
21. Contractor will send a Report daily along with required documents like LR's, etc. in respect of sales up to that period along with a statement showing item wise break-up of stock received, delivered and balance material stock in Stockyard/Warehouse. The receipt, stock and dispatches will be worked out on a daily basis and weekly statement should be provided by the contractor to NSIC/ Principals. However, the dispatch details statement in favour of the customers will be provided on a daily basis. For this as required by NSIC/ Principals the format etc. will be given to the contractor to prepare the report. The starting point could be the data generated at Smelter dispatch. The contractor shall also submit daily status report after arrival of trucks at stockyard at Vadodara to NSIC/ Principals for quantities collected, delivered etc. and also such additional particulars as may be required.
22. That the contractor shall not have any right to pledge or hypothecate the material and shall hold the material on behalf of NSIC/ Principals. The contractor shall exhibit near the entrance to the yard in a permanent place indicating the ownership of the NSIC/ Principals in respect of the goods stored therein.
23. That the contractor shall maintain proper record of accounts in respect of receipt of stocks and dispatches (daily, weekly and monthly basis) and also of LR in respect of stocks received by them at their stockyard/warehouse. The contractor shall also maintain Plant Invoice wise, Party wise sale and stock register. The monthly closing stock should be jointly inspected by NSIC/ Principals and the contractor upon which monthly closing statement shall be jointly furnished. In case any shortage is observed during such joint inspection, the loss on account of such shortages shall be recoverable @150% of the value of loss from the contractor.
24. The contractor shall carry out work i.e. loading, unloading, stacking, delivery and other operations on Sundays and Holidays also if exigency arises in the interest of the progress of the work without any extra charges to NSIC.
25. The contractor shall on their own arrange for delivery/transmission of any documents, information, data, etc to NSIC/ Principals from stockyard/warehouse.
26. That the contractor shall have to provide all facilities to the representative of NSIC/ Principals for checking of stocks, stocking arrangements or to conduct surprise stock verification etc., at any time without any prior intimation.
27. That all the records of receipts and deliveries and stock on behalf of NSIC/ Principals shall be properly maintained by the Contractor in proper form to be prescribed by NSIC/ Principals and will be made available to NSIC/ Principals for internal audit verification, physical examination or for any other purpose.
28. The contractor must ensure that material to be stored for sale is stacked properly. Further they will ensure that no mix up of metal take place during storage and delivery and any claim arising out of mix up of metal shall be debited to the contractor accounts. The metal meant for domestic sale is to be stacked in the designated area.

29. NSIC reserves right to appoint any other agency on the same or similar terms and conditions or otherwise to render the same or similar services during currency of the contract. The contractor shall not restrict the right of NSIC to take recourse to the above parallel arrangement even if notice of termination is not served and contract terminated.
30. If the contractor fails to execute the work, discharge the responsibilities and fulfill the terms and conditions of the contract, NSIC shall have the right to utilize the services of any other party for execution of the contract, and recover from the contractor all charges / expenses / losses / damages suffered by NSIC. The alternative arrangement at the risk and cost of the contractor shall be made by NSIC without any notice. This will be without prejudice to the rights of NSIC for any other action including termination of contract.
31. After expiry of terms / period of the contract or after termination of the contract, the contractor shall return all the material stored or received in their Stockyard / Warehouse. The contractor shall have no right to retain Principals material after termination of contract on any ground.
32. The agreement is subject to "Force Majeure" circumstances including Act of God in the event of stoppage of work in any establishment of NSIC due to riots, strikes, fire, tempest, lockout, trade disputes, break-down accident, Government / statutory / competent authority actions & orders, shortage of material or causes beyond the control of NSIC.
33. The material stored in godown is property of Principals, the contractor have no right, title or charge ownership over that property. The contractor will be trustee on behalf of NSIC/ Principals and in the event of any breach, the contractor will be liable for penal and civil action for breach of trust.
34. The contractor shall not keep / Principals competitors' material in the designated stockyard offered to NSIC.
- 35. The contractor shall not exercise any lien on / Principals stocks on account of any payment or contractual disputes. The contractor shall indemnify NSIC & / Principals stock in his custody from any claim arising out of property ownership/tenancy dispute, industrial disputes etc.**
36. The contractor shall notify well in advance and keep NSIC posted on the development which may lead to Law and Order problem within and/or in immediate vicinity of his premises. Industrial disputes and other development which may hamper/prevent the contractor from execution of his contractual obligations.
37. For the services rendered under the various responsibility, terms and conditions of the tender, the contractor shall be paid strictly as per BOQ / "Schedule of Rates" at Annexure-II. No extra charges shall be payable for execution of work, responsibility and fulfillment of terms and conditions not covered by the tender. These rates shall be firm and free from escalation except of the price variation clause during the tenure of the contract.

PRICE VARIATION APPLICABLE FOR STOCKYARD CONTRACTS

Following price variations shall be applicable in contract prices:

i. Fuel escalation

Fuel escalation is applicable for the contract and will be as per the following escalation formula for Diesel. This is to compensate the amount due to variation in diesel price to come into effect from time to time. The formula given below is subject to **(D1-D0) > 5% of D0**.

$$V_D = W \times Y_D (1/100) \times (D1 - D0) \times (1/D_0)$$

Where,

V_D = Compensation for Diesel escalation / de-escalation,

W = Value of work done on which escalation is payable i.e. the executed value of work done for item Sl. Number 1 of BOQ as per original schedule of rates.

Y_D = Fuel cost component of the executed value against work done for item number (1.01) of BOQ are assumed to be 10%

$D1$ = Revised Diesel rate at Place of operation.

$D0$ = Rate of HSD as declared by IOCL/BPCL/HPCL at the area of operation on the date of bid submission by the contractor shall be considered as base date for escalation and will be indicated in work order.

ii. Labour escalation

Labour escalation applicable for the contract is as follows:

$$P = V * \frac{C_x}{100} * \frac{(X1 - X0)}{X0}$$

Where,

P = Amount of Price variation

V = Value of work under consideration for PVC on prorata basis i.e. total billing value based on original schedule of rates.

C_x = Labour component of the executed value against work done for item Sl. Number 1 of BOQ are assumed to be 10%

$X1$ = Approved Govt Labour Rate for USW at place of operation.

$X0$ = Approved Govt Labour Rate for USW on the date of bid submission by the contractor at the place of work and will be indicated in the work order.

All the above terms and conditions are acceptable to me/us. I/we have initialed all the pages and affixed our seal as token of unconditional acceptance of these terms and conditions.

ANNEXURE-II

SCHEDULE OF RATES FOR PART OF CONTRACT AS AT ANNEXURE-I

Sl. No.	Particulars	Unit	Rate (ref. corresponding sl.no. at BOQ)	Contract Qnty. (MT) / Period (Months)	Rate per Unit (₹)
1	Service charges for Handling (to cover unloading material from trucks, storage, stocking, local varai charges, any other type of charges (is any), deliveries including documentation and other connected jobs as mentioned in this tender including weighment, if any at the time of receipt & delivery to the customer, etc. as detailed in Annexure -I	Per MT	Sl.No.1	42,000 MT	
2	Charges for re-strapping of bundles / coils	MT / Bundle	Sl.No.2		
3	Minimum Monthly charges per month	Rate / Month	Sl.No.3	60 months	

N.B.:

1) The rates to be only quoted in the BOQ format.

2) The rates quoted shall be inclusive of all charges, except GST. In case GST is leviable for such services, the bidder shall raise tax-compliant Invoice showing GST component separately which will be paid extra.

3) Above quantities are tentative only and is subject to change vide Annexure-A clause III.b.

4) Service Charges payable per month will be calculated based on charges of actual quantity delivered or minimum monthly charges whichever is higher.

5) For the purpose of evaluation of the quotations received the cost of re-strapping will not be considered.

6) For the purpose of evaluation of bids, the higher value between the following for the total contract period will be considered:

- (i) Tentative monthly quantity to be handled X charges for handling per MT X 60 months
- (ii) Minimum monthly charges X 60 months.

Please Note:

This is the detailed particulars of Rate Schedule which is part of the terms & conditions of the tender (Tech part). Bidder who accepted the terms & conditions of the tender (Tech part) including particulars stipulated in this Rate Schedule should quote their prices in the Price Bid format i.e. the BOQ which briefly represented this detailed Rate schedule.

INFRASTRUCTURES, SERVICES, ETC. REQUIRED BY NSIC FOR THE PURPOSE OF EXECUTING THE WORK STIPULATED IN THE SCOPE OF WORK UNDER THE CONTRACT

The contractor should provide and operate all the following infrastructures, services, etc for executing the contract:

1. **Warehouse /Stockyard Area**: Material coming from Principals Smelter Plant Angul-Odisha or any plants of Principals shall be received and handled at warehouse / stockyards and located at Vadodara. The materials in the stockyard/warehouse shall be stacked, stored, delivered, etc by the contractor for the purpose of sales & transhipments in Domestic market sales purpose. The Warehouse/Stockyard shall have minimum 5000 sq.ft. (min) of covered storage space. The storage yard shall be located Vadodara and shall have gravelled surface. The yard shall have enough space for uninterrupted movement of both incoming and outgoing traffic. The contractor shall provide parking space for stock laden trucks during working as well as off- working hours within the yard premises. Out of the above area, about 5000 Sq.ft area to be under fully covered space. **The above 5000 sq ft area should be a fully covered storage space which will be required for storing Wire Rods, Strips, Rolled Products, Billets, etc and should be specifically earmarked for NALCO.** The area should be free from any water logging /rain water accumulation. Proper care should be taken to protect the coils from rain water Necessary infrastructure like (a) latest computer with compulsory broadband connection, printer & other peripherals at invoicing point(s); (b) computer, printer, UPS & other peripherals that can be compatible with NSIC's SAP module and other modes of system (c) communication facilities like internet connection (broadband), email, fax, telephone line etc., (d) Power back up / generator / inverter of adequate capacity for running of PC, printers, router, fan, etc. should be available to carry out the job properly.

Material coming from Principals Smelter Plant Angul-Odisha shall be received and handled within the premises of contractor's warehouse / stockyard. The contractor should have a valid Trade Licence along with Fire Licence for operating the warehouse/ stockyard. The bidder should submit copy of the above documents

2. **Office Building** The contractor should have an office building with operational facilities like telephone, fax, e-mail, computer etc., for the area of operation i.e. Warehouse/Stockyard.
3. **Equipments**: For operational activities in stockyard / warehouse, etc. the contractor should have among others the following equipments / machineries.
 - a. Crane / Hydra (Hydraulic/Diesel)
 - b. Weighbridge (Optional)
 - c. Strapping Machine for re-bundling with polyester / iron straps. For this the contractor should possess the re-bundling machine for re-bundling of NSIC's products with iron and polyester straps. The polyester straps should be of min 16 mm width, min 0.89 mm thickness and breaking load min 2000 newton.
 - d. The contractor has to maintain sufficient stock of polyester straps at any given point of time.
 - e. Fork Lifts.
 - f. Weighing machines, etc.

The above equipment's to be kept exclusively for NSIC, number of Hydra/ crane/fork lifts may be increased on days when there is increase in receipt / sales transactions.

4. **Man-Power** : Adequate man-power with experience in the field to man and manage the area of operation i.e. Warehouse/Stockyard.
- 5.. **Security** : Adequate security with high strong boundary wall, proper lightings, etc. The Warehouse/Stockyard Area shall be securely enclosed with high brick topped with barbed wire-fence. The Warehouse/Stockyard Area shall have floodlights for good visibility during night working hours and for security reason. Entry and exit points at Warehouse/Stockyard Area should be manned and supervised by security personnel, so that / Principals material are fully secured.

Only those parties who can provide and operate the above infrastructures, services, etc at Vadodara will be eligible to participate in the tender otherwise the tender shall be rejected. The eligible parties are required to make declaration, supply information and furnish data & documents as per the **Annexure:IV, Annexure:V -A, Annexure:V -B, and Annexure-V-C** of the tender, failing which the tender bid shall be rejected.

ANNEXURE-IV

INFORMATION / DATA/DOCUMENTS TO BE DECLARED AND FURNISHED BY THE CONTRACTOR

- a. Contractor's name :
Contractor's Address :
Tel Nos :
Fax Nos:
e-mail ID :
Website of the Contractor, if any :
- b. Name of Contractor's contact person :
Contractor's Contact Person's Tel nos, Mobile no. and e-mail ID :
- c. **Details about Warehouse/Stock Yard :**
- i. Detailed Address , Tel. nos., Fax no., Name of officer in-charge of Warehouse/Stockyard along with his email ID :.....

Status of Warehouse – whether under ownership/tenancy/others: Bidder should submit valid Trade Licence along with Fire Licence for operating the warehouse/ stockyard.
- ii. Whether tenderer's occupancy of the warehouse/stockyard is under any dispute/litigation :.....
- iii. Storage space (open and covered) that can be offered in sq.ft. demarcated on the lay out plan of the warehouse/stockyard : open sq ft, covered sq.ft. (*please submit copy of plan lay-out warehouse/stockyard*)
- iv. Parking Space for trucks for loading/unloading of material that can be offered in warehouse/stockyard :
- vi. Give complete details of warehouse/stockyard office on following :-
i) Size of office building :
ii) Dimension , Description of construction, of entry and exit gates :.....
iii) Dimension , Description of construction of boundary wall :
iv) Lightings & Provision of Lightings :
v) Ground construction of storage area :
vi) Facilities of drinking Water :
vii) Facilities of cleaning water :
viii) Computers:.....
ix) Printers:.....
x) Internet / broadband connection:.....
xi) Power back up / inverter/UPS:
- vii. Number of trained security staff for warehouse/stockyard :
- viii. Number of armed guards deployed for warehouse/stockyard :
- ix. Whether above security and armed guards deployed for 24 hrs :

- x. Whether any theft, dacoity or other untoward incidents that have occurred in the warehouse/stockyard over the past 5 (five) years :
- xi. Number of Cranes deployed in warehouse/stockyard (please mention type, capacity, etc. and also submit the copy of driver's license) :
- xii. Number of Weighing machine used in warehouse/stockyard (please mention type and capacity also) :
- xiii Number of Weighbridge operated in warehouse/stockyard (please mention type and capacity also) :
- xiv. Number of Strapping Machine for strapping poly-straps in warehouse/stockyard (please mention type and capacity also) :
- xv. Number of Strapping Machine for strapping iron-straps in warehouse/stockyard (please mention type and capacity also) :
- xvi Strength and availability of labour deployed in warehouse/stockyard for handling our cargoes, materials, machines, etc :
- xvii Details of warehouse/stockyard management structure along with staff strength, their qualifications and experience:
- xviii. Please enclose specimen copies of forms, documents, etc. being used in your warehouse/stockyard for receipts, issues, etc for sale of cargo in Domestic Market purpose:
- xix. State if there was any disruption in warehouse/stockyard working in past 5 (five) years due to Industrial Relation problems:
- xx. For Equipments proposed to be committed for the work, please furnish information as per format at **ANNEXURE: V -B**. For similar works executed by you during the last five years, please furnish details as per format at **ANNEXURE: V -C**.

d. **Other Requirements:** The tenderer is required to submit the following documents:-

- i. Latest Balance Sheet of the Bidder
- ii. Valid Trade Licences for carrying out above mentioned trades/services
- iii. GST Regn. No:
- iv. PAN No:
- vi. Name and address of Banker of the bidder :..... (*Banker's certificate on credentials of the bidder is required to be furnished*).

PROPOSED SITE ORGANIZATION

NAME OF TENDERER : ...

.....

The Tenderer is to indicate here the site(s) organization, he proposes to set up for execution of the work.

It is understood that this will be augmented from time to time depending on the requirements for timely completion of the work as directed by the Engineer-in-charge.

The tenderer is also to furnish the bio-data of the Resident Engineer & key personnel to be deployed at site(s).

ANNEXURE : V-B

DETAILS OF EQUIPMENTS PROPOSED TO BE COMMITTED FOR THE WORK

NAME OF THE TENDERER:.....

Tenderer shall submit herein details of equipment, tools & tackles etc. proposed to be deployed at site to perform this work.

(Tenderer to furnish information strictly as per this Performa)

S l. N o .	Type	Number. proposed to be deployed	Make	Capacit y	Location	Owner	Remarks
1	2	3	4	5	6	7	8

DETAILS OF SIMILAR WORKS EXECUTED DURING THE LAST 5 (FIVE) YEARS

SL. No.	Full Postal Address of client & Name of the Office-in-charge with telex/Telephone No.	Description of work	Value of contract	Date of commencement of work	Completion time as stated in tender (months)	Actual completion time (months)	Year of completion	Remarks
1	2	3	4	5	6	7	8	9

Documentary proof for above information enclosed.

ANNEXURE – VI

BANK GUARANTEE FOR SECURITY DEPOSIT FOR CONTRACT PERFORMANCE

(To be executed on non-judicial stamp paper of appropriate value)

B.G. No. _____ dated _____

1. In consideration National Small Industries Corporation Ltd. (A Government of India Enterprise) having its Branch Office at 202, Samrudhdhi Building, Opposite Sakar-III, Near Income Tax, Ashram Road, Ahmedabad and Registered Office at NSIC BHAWAN, Okhla Industrial Estate, New Delhi-110020 herein after referred to as the “the Company” which expression shall unless repugnant to the subject or context include its legal representatives, successors and assigns) having _____ agreed to exempt M/s. _____ (hereinafter called “the said contractor(s)/seller(s)”, which expression shall unless repugnant to the subject or context include their legal representatives, successors and assigns) from the demand under the terms and conditions of Contract(s)/Order(s)No. _____ dated _____ for _____ (work / assignment description) of cash security deposit for the due fulfillment by the said contractor(s) / seller(s) of the terms and conditions contained in the said Contract(s)/Order(s) on production of Bank Guarantee for Rs. _____ (Rupees _____ only).
2. We _____ Bank having its branch office at _____ do hereby agree and undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the company which is final & binding, the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Company by reason of any breach by the said Contractor(s) / Seller(s) of any of the terms and conditions contained in the said Contract(s)/Order(s) or by reason of the said Contractor(s) / Seller(s) failure to perform the said Contract(s) / Order(s) including defect liability obligations or that the amount covered under guarantee is forfeited. Any such demand made on the Bank by the company shall conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.__(Rupees _____ only)
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Seller(s) in any suit or proceeding pending before any office, court or tribunal relating thereto, our liability under present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder. Our liability to pay is not dependent or conditional on the company proceeding against the Contractor(s) / Seller(s).
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said Contractor(s) / Seller(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said Contract(s) / Order(s) are fulfilled.
5. We _____ Bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract(s) / Order(s) and that it shall continue to be enforceable till all the dues of the Company under or by virtue of the said Contract(s) / Order(s) have been fully paid and its claims satisfied or discharged or till a duly Authorized officer of the Company certifies that the terms and conditions of the said Contract(s) / Order(s) have been fully and properly carried out by the said Contractor(s) and accordingly discharges the guarantee.

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

7. Notwithstanding any thing contained herein before, our liability shall not exceed Rs.____ (Rupees _____ only) and shall remain in force till _____. Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry of defect liability period we shall be discharged from all the liabilities under this guarantee.

8. We _____ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the company in writing. We further undertake to keep this Guarantee renewed from time to time on the request of the Contractor(s) / Seller(s).

Date: _____ Bank

Corporate Seal of the Bank

By its constitutional Attorney

Signature of duly Authorized person
on behalf of the Bank
with seal & signature code

Details of Persons issuing the BG:

Name :
Telephone & Fax No.:
E-mail:

Note: BGs to be furnished from any bank of the approved banks of NSIC

LIST OF STANDARDISED BANKS

Scheduled Public Sector Banks (Indian) :

1. State Bank of India
 2. State Bank of Bikaner and Jaipur
 3. State Bank of Hyderabad
 4. State Bank of Mysore
 5. State Bank of Patiala
 6. State Bank of Travancore
 7. Allahabad Bank
 8. Andhra Bank
 9. Bank of Baroda
 10. Bank of India
 11. Bank of Gujarat
 12. Canara Bank
 13. Central Bank of India
 14. Corporation Bank
 15. Dena Bank
 16. Indian Bank
 17. Oriental Bank of Commerce
 18. Punjab National Bank
 19. Punjab and Sind Bank
 20. Syndicate Bank
 21. Union Bank of India
 22. Vijaya Bank
 23. IDBI Bank
- (Twenty Four banks)*

Scheduled Private Sector Banks (Indian) :

- | | |
|--|------------------------|
| 1. ING Vysya Bank | 6. Yes Bank Ltd |
| 2. AXIS Bank Ltd | 7. Kotak Mahindra Bank |
| 3. S.B.I Commercial & International Bank Ltd | 8. Indus Ind Bank |
| 4. ICICI Bank Corporation Ltd | |
| 5. HDFC Bank Ltd | |
- (Eight banks)*

Scheduled Foreign Banks :

1. American Express Bank Plc
2. J.P. Morgan Chase Bank N.A
3. Bank of America NT & SA
4. Bank of Tokyo Ltd
5. BNP Paribas
6. Barclays Bank Plc.
7. Citibank N.A.
8. Deutsche Bank A.G
9. Hongkong and Shanghai Banking Corporation
10. Standard Chartered Bank

(Ten banks)

ANNEXURE – VIII

DETAILS OF PRESENT COMMITMENTS OF THE TENDERER

SL. No.	Full Address of client & Name of the Office-in-charge with telex/Telephone No.	Postal	Description of work	Value of contract	Date of commencement of work	Scheduled Completion period	State Completion in % as on date	Expected date of completion	Remarks
1	2	3	4	5	6	7	8	9	

Documentary proof for above information enclosed.

SIGNATURE and STAMP OF THE TENDERER

Page 1 of 1 of Annexure – VIII

Document to be submitted for calculation of Annual Turnover

It shall be responsibility of the tenderer to submit required documents mentioned along with tender document.

- (i) Assessment Orders for the last three years or in case Assessment Order for any particular years has not been completed, copy of the Income Tax return duly acknowledged by Income Tax Department.
- (ii) The Payment Certificate, in the Form of TDS Certificate in Form No.16A.
- (iii) The gross receipts as shown in Profit & Loss Account of duly Audited Balance Sheet for the relevant year(s).

The tenderer is required to submit the documents for all years , including the year in which highest Annual Turn Over (ATO) has been achieved during the past five years. Hence, the documents submitted shall be considered as corresponding to the highest ATO. NSIC shall not be entering into any further correspondence in this issue.

ANNEXURE -X

STATEMENT OF DEVIATIONS/EXCEPTIONS TO TENDER TERMS & CONDITIONS

NAME OF TENDERER :

Sl. No.	Ref. of Tender Document			Subject	Deviation/Exception
	Page No.	Clause No.	Para No.		
1	2	3	4	5	6

Bank MANDATE FORM for E-Payment
(To be submitted in Duplicate)

To
National Small Industries Corporation Limited

Dear Sir,

Sub: Authorization for release of payment due from NSIC through e-mode facilities of RBI (EFT/RTGS/NEFT)/Internet Banking.

Refer Order No.....dt..... and/or Tender/Enquiry/Letter No..... dt.....

Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name of the Party :
2. Address of the party :, City
- Pin Code..... E-mail Id:..... P.A.Number :.....

3. Particulars of Banks

Bank Name		Branch Name	
Branch Place		Branch City	
Pin code		Branch Code	
MICR No			
Account Type	Savings	Current	Cash Credit
Account No. (as appearing in the Cheque Book)			
9 Digits code number appearing on the MICR Band of the cheques supplied by the Bank. Please attach Xerox copy of a cheques of your bank for ensuring accuracy of the Bank Name, Branch Name & Code And Account Number)			
RTGS/IFSC Code			
NEFT/IFSC Code			

3. Date from which the mandate should be effective:

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold National Small Industries Corporation Limited responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through RBI EFT/Internet/RTGS/NEFT.

Place:

Date : Signature of the party/Authorized Signatory

.....
Certified that particulars furnished above are correct as per our records.

Banks' Stamp:

Date:

(Signature of the Authorized Official from the Banks)

N.B. : RTGS/NEFT charges if any, is to be borne by the party.

Social Accountability 8000 Compliance Format**A. Basic information**

Name of the organization		
Address		
Telephone No.		
Name of the Proprietor		
Nature of Business		
License Number and date of expiry		
Employees	Staff (Total Number)	Workmen(Total Number)
• Permanent		
• Casual		
• Badli		
• Temporary		
• Contracted		

B. Information regarding Social Accountability

- What is the minimum age required to join your organization ? _____ Years
 - What types of certificates (Like mark sheet, Birth certificate) you keep with you ? Original Copy/Xerox
 - Do you require to keep any kind of deposit in form of cash at the time of employment ? Yes/No
 - Do you provide safe & healthy work environment as per statutory requirement ? Yes/No
 - If directly not provided by you, do you get health & safety benefits from NSIC ? Yes/No
 - Are you certified for SA 8000 ? Yes/No
- If yes, please submit a copy of SA 8000 Certificate along with this filled up questionnaire

Have you undergone Code of Conduct Audit (COC) Audit in last 2 years ? Yes/No

If yes, please submit a copy of Code of Conduct Audit Report along with this filled up questionnaire

Have your sub-suppliers been certified for SA 8000 ? Yes/No

Have your sub-suppliers undergone Code of Conduct Audit (COC Audit) in last 2 years? Yes/No

- Do you provide personal protective equipment(s) to your employees free of cost ? Yes/No
- Do you provide safety training to your employees ? Yes/No
- Do you ensure canteen facility for your employees ? Yes/No
- If not, do you get the facilities from NSIC ? Yes/No
- What types of medical benefits you provide to your employees?

- Do you allow trade union and collective bargaining in your organization ? Yes/No

If no, how do you ensure freedom of expression ?

- Incase of non-performance of any employee, how do you deal with such situations?

- What are the procedures of hiring/promotion/remuneration in your organization ?

- Do you provide appointment letter to your employees ? Yes/No

- Do you maintain a documented terms and conditions of employment ? Yes/No

- Do you maintain a disciplinary procedure ? Yes/No

- If no, how do you terminate your employee ?

- How do you ensure that your employees are not discriminated on the basis of caste, creed, gender religion, age and diseases ?

- How many shifts you have ? _____ shifts

- What is the official working time ? _____ hours

- Which day is off day in your organization ? _____

- In case, a person works in off day or holiday, how is he/she compensated ?

- Do you pay overtime to your employees as per law ? Yes/No

▪ What is the lowest amount (salary/wage) you pay to your employees ? Rs. _____/-

▪ Is there any case of deduction in wage? Yes/No

▪ In case, it is yes, what are the general reasons for such deduction?

▪ Is there any apprentice period in your organization ? Yes/No

▪ If yes, what is the apprentice period in your organization ? _____

▪ Do you have any international certification ? Yes/No

▪ If yes, please specify

Do you receive, handle or promote goods and/or services from supplier/subcontractors or sub-suppliers ? Yes/No

▪ Do you receive, handle or promote goods and/or services from supplier/subcontractors or sub-suppliers who are classified as home worker ? Yes/No

▪ If yes, what steps you have taken to ensure that they get similar level of protection as afforded to directly employed employees ?

▪ Have you taken care of look into issues related to child labour, forced labour, health & safety, working hours and remuneration of your suppliers ? Yes/No

We do hereby declare that our organization is committed to social accountability. We will promptly implement remedial/corrective actions identified against the requirement and promptly inform you organization. We also declare that the sub contractors/sub-supplier's performances are monitored by us. Moreover, we declare that if invited, we shall participate in awareness program as well as monitoring program organized by you.

We declare that the above mentioned information is correct.

Signature

Designation

Date

Seal of the organization

PRE CONTRACT INTEGRITY PACT

General

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2018, between, on one hand, the National National Small Industries Corporation Ltd. (A Government of India Enterprise) having its Branch Office at 202, Samrudhdi Building, Opposite Sakar-III, Near Income Tax, Ashram Road, Ahmedabad and Registered Office at NSIC BHAWAN, Okhla Industrial Estate, New Delhi-110020 (referred to as NSIC) acting through **(Name of NSIC Official)** (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. _____ represented by Shri _____, Chief Executive Officer (hereinafter called the "BIDDER / Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure **Services for** Warehouse/Stockyard for Receipt, Handling, Storage, Warehousing, Delivery, etc of Aluminium Ingots/Wire Rods/Billets/Cast Strips/Rolled Products, etc coming from our Smelter Plant, Angul, Orissa by trucks and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a private company / public company /Government undertaking/partnership/registered agency, constituted in accordance with the relevant law in the matter and the BUYER is a Company under the administrative control of the Ministry of Mines, Govt. of India.

NOW THEREFORE

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to during and subsequent to the currency of the contract to be entered into with a view to :-

Enabling the BUYER to obtain the desired said stores/equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will comment to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the BUYER

- 1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person or Organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

- 1.2 The BUYER will, during the pre-contract stage, treat all BIDDERS alike and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.
- 1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is prima facie found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

Commitments of BIDDER

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following :-
 - 3.1 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
 - 3.2 The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.
 - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4 BIDDERS shall disclose the payment to be made by them to agents / brokers or any other Intermediary, in connection with this bid / contract.
 - 3.5 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
 - 3.6 The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

- 3.7 The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.8 The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.9 The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable fact.
- 3.10 The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.11. If the Bidder or any employee of the Bidder or any person acting on the behalf of the Bidder, either directly or indirectly, is a relative of any of the officers of the Buyer, or alternatively, if any relative of an officer of the Buyer has financial interest/stake in the Bidder's firm, the same shall be disclosed by the Bidder at the time of filing of tender.

The term "relative" for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.12. The Bidder shall not lend to or borrow any money from or enter into monetary dealings or transactions, directly or indirectly, with any employee of the Buyer.

4. Previous Transgression

- 4.1. The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could Justify Bidder's exclusion from the tender process.
- 4.2. The Bidder agrees that if it makes incorrect statement on this subject, Bidder can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money / Security Deposit (if applicable):

- 5.1 While submitting commercial bid, the BIDDER shall (if applicable) deposit an amount of Rs 2,50,000/- as Earnest Money / Security Deposit, by way of e-payment (RTGS) favouring "National Small Industries Corporation Limited" or in the form of a Bank Guarantee (BG) in NSIC's formats (format at Annexure-XIV) from any approved bank of NSIC (list of bank at Annexure-VII). The BG/e-payment should be submitted to NSIC Office Mumbai well in advance / before the date of online bid submission..

- 5.2 The Earnest Money shall be valid for the period as mentioned in the tender. In case of security deposit, same should be valid till the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the BUYER, including warranty period.
- 5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 5.4 No interest shall be payable by the BUYER to the BIDDER on Earnest Money / Security Deposit for the period of its currency.

6. Sanctions for Violations:

- 6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle of the BUYER to take all or any one of the following actions, wherever required: -
- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - (ii) The Earnest Money Deposit, provided applicable (in pre-contract stage) and/or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
 - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
 - (i) To recover all sums already paid by the BUYER, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
 - (v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
 - (vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation / rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
 - (vii) To debar the BIDDER from participating in future bidding processes of NSIC for a minimum period of five years, which may be further extended at the discretion of the BUYER.
 - (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause:

- 7.1 The BIDDER undertakes that it has not supplied / is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product / systems or sub systems was supplied by the BIDDER to any other Ministry / Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

8. Independent External Monitors (IEMs):

- 8.1. The BUYER has appointed Independent External Monitors (hereinafter referred to as - IEMs) for this Pact in consultation with the Central Vigilance Commission. The appointed IEM for this pact is as follows:

Name of IEM : Shri Arun Chandra Verma, IPS (Retd)
Address : C- 1204, Amrapali Platinum Complex, Sector -119, Near Parthala
Khanjapur Police Chowki, Noida -201301
Phone No: 0120-6710071
Cell No: 8130386387
E-mail: acverma1@hotmail.com

- 8.2 The task of the IEMs shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The IEMs shall not be subject to instructions by representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the IEMs have the right to access all the documents relating to the project / procurement including minutes of meetings.
- 8.5 As soon as the IEM notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

- 8.6 The BIDDER(s) accepts that the IEM has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM shall be under contractual obligation to treat the information and documents of the BIDDER / Subcontractor(s) with confidentiality.
- 8.7 The BUYER will provide to the IEM sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the IEM the option to participate in such meetings.
- 8.8 The IEM will submit a written report to the designated Authority of BUYER / Secretary in the Department / within 8 to 10 weeks from the date of reference or intimation to his by the BUYER / BIDDER and should be occasion arise, submit proposals for correcting problematic situations.
9. **Facilitation of Investigation:**
In case of any allegation of violation of any provisions of this Pact or payment of commission, the IEMs shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.
10. **Law and Place of Jurisdiction:**
This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.
11. **Other Legal Actions:**
The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.
12. **Validity:**
- 12.1 This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/ determined by CMD, NSIC.
- 12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on _____.

For & on behalf of NSIC

For & on behalf of

BUYER

BIDDER

Name of the Officer: (NSIC Officer)

Designation:

Company:

Official Seal

Witness _____

Witness _____

1. _____

2. _____

1. _____

2. _____

PROFORMA FOR BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

B. G. No. _____ Date: _____

1. WHEREAS M/s National Small Industries Corporation Ltd. (A Government of India Enterprise) having its Branch Office at 202, Samrudhdhi Building, Opposite Sakar-III, Near Income Tax, Ashram Road, Ahmedabad and Registered 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 its legal representatives, successors and assigns) has issued Tender paper vide its Tender No..... dt.....for(hereinafter called "the said tender") to M/s.(hereinafter called the said Tenderer(s)" which expression shall unless repugnant to the subject or context includes their legal representatives, successors and assigns and as per terms and conditions of the said tender, the tenderer shall submit a Bank Guarantee for Rs.(Rupeesonly) towards earnest money in lieu of cash.
2. WEBank having its branch office atdo hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Company stating that in the opinion of the company which is final and binding, the amount claimed is due because of any withdrawal of the tender or any material alteration to the tender after the opening of the tender by way of any loss or damage caused to or would be caused or suffered by the Company by reason of any breach by the said tenderers(s) of any of the terms and conditions contained in the said tender or failure to accept the Letter of Intent Agreement or that the amount covered under this Guarantee is forfeited. Any such demand made on the Bank by the Company shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs..... (Rupees.....only).
3. We undertake to pay to the Company any money so demanded notwithstanding any dispute or disputes raised by the tenderer(s) in any suit or proceeding pending before any office, court or tribunal relating thereto our liability under this present guarantee being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under. Our liability to pay is not dependent or conditional on the Company proceeding against the tenderer.
4. The guarantee herein contained shall not be determined or affected or suspended by the liquidation or winding up, dissolution or change of constitution or insolvency of the said tenderer(s) but shall in all respect and for all purposes be binding and operative until payment of all money due or liabilities under the said contract(s)/ Order(s) are fulfilled.

5. WEBank Ltd. further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the finalization of the said tender and that it shall continue to be enforceable till the said tender is finally decided and order placed on the successful tenderer(s) and or till all the dues of the company under or by virtue of the said tender have been fully paid and its claims satisfied or discharged or till a duly authorised officer of the company certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderer(s) and accordingly discharges the guarantee.
6. That the Company will have full liberty without reference to us and without affecting this guarantee to postpone for any time or from time to time. The exercise of any of the power of the Company under the tender.
7. Notwithstanding anything contained herein before, our liability shall not exceed Rs..... (Rupees.....only) and shall remain in force till.....Unless a demand or claim under this Guarantee is made on us within three months from the date of expiry, we shall be discharged from all the liabilities under this guarantee.
8. We.....Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Company in writing. We further undertake to keep this Guarantee renewed from time to time on the request of Tenderer(s).

Date.....Bank
 Corporate Seal of the Bank By its constitutional Attorney
 Signature of duly Authorised person
 On behalf of the Bank With seal & signature code
 Details of Persons Issuing the BG:
 Name-----
 Address for Correspondence: -----
 Telephone & Fax No.
 E-mail :
 Note: BGs to be furnished from any of the approved banks of NSIC.

Annexure-XV

**BANK GUARANTEE AGAINST ISSUE OF MATERIALS FOR HANDLING, STORAGE,
DELIVERY, STOCK HOLDING ETC AT STOCKYARD / WAREHOUSE**

GUARANTEE NO..... DATE :.....

WHEREAS National Small Industries Corporation Limited (hereinafter referred to as "the Company") which expression shall unless repugnant to the context includes their legal representatives, successors and assigns having their registered office at NSIC BHAWAN, Okhla Industrial Estate, New Delhi-110020, and their Branch office at 202, Samrudhdi Building, Opposite Sakar-III, Near Income Tax, Ashram Road, Ahmedabad has entered into a Contract with M/s _____ (hereinafter referred to as the Contractor which expression shall unless repugnant to the context include their legal representatives, successors and assigns for the work of material handling, stockyard/warehousing, delivery etc on the terms and conditions as set out, inter-alia, in the Company's Contract No. _____ dated: _____ and various documents forming part thereof hereinafter collectively referred to as the "said contract" which expression shall include all amendments, modifications and/or variations thereto.

AND WHEREAS one of the conditions of the said contract is that the Company has agreed to dispatch the company's materials viz- Aluminium Ingots (which includes standard ingots, sow ingots, T-ingots, etc), Aluminium Wirerod, Aluminium Billet, Aluminium Rolled Products, etc (hereinafter referred to as the "said materials") to the contractor for the purpose of execution by the contractor of the said contract and pending execution by the contractor of the said contract incorporating the said materials, the said materials shall be under the custody and charge of the contractor and shall be handled, kept, stored, delivered at the sole risk and expense of the Contractor till defect liability period of the contractor.

AND WHEREAS the Company has asked the contractor for adequate security for the said materials to be supplied to the contractor.

AND WHEREAS at the request of the contractor the Company has agreed to accept a bank guarantee from _____ with Registered Office at _____ (hereinafter referred to as "the surety").

NOW THIS GUARANTEE WITNESSETH that in consideration of the Company having at the request of contractor agreed to accept a Bank Guarantee of the Surety amounting to Rs. _____ (Rupees _____ only) in respect of the said materials against any and all loss, damage, destruction (inclusive of but not limited to any and all loss or damage or destruction to or of the said materials or any item or part thereof) by theft, pilferage, fire, explosion, storage, chemical or physical action or reaction, or bending or other act of omission or commission whatsoever within the control of the contractor, misuse or misappropriation by the contractor and the contractor's servant and/or agents whatsoever to or of in the said materials or any part of items thereof from the date the said materials was received by the contractor up to and until the date of delivery to company's customers, transporters or any other parties as directed by the company or up to and until the date of return of the said materials to the Company, the surety shall indemnify and pay, without protest or demur and without recourse to the contractor, the Company upto and not exceeding altogether a sum of Rs. _____ (Rupees _____ only) on demand by the Company. The decision of the Company as to any loss, damage, destruction, misuse and misappropriation under the terms and conditions of this guarantee shall be final and binding on the Surety.

THIS GUARANTEE is irrevocable and will remain in force and effect upto and until the said materials have been delivered to company's customers or transporters or master of vessels or any other parties as directed by the company or up to and until the said materials have been returned to the Company as per terms of the said contract and intimation thereof being given by the Company to the surety on the aggregate amount payable hereunder has been paid by the surety to the Company, whichever is earlier.

Notwithstanding anything stated above, the liability of the surety under the guarantee is restricted to Rs. _____ (Rupees _____ only) and this guarantee will remain in force upto _____ in the first instance. However, if the contractor's obligations under this guarantee is not completed or fully performed within this period, the surety hereby agrees to further extend the guarantee till such time as is required to fulfill such obligations.

We have the power to issue this guarantee in your favour under memorandum and Articles of Association and the undersigned has full power to do so under the power of Attorney dated _____ granted to him by the Bank.

Unless a claim made on us within three months from the date of expiry, i.e., _____, all our rights under the said guarantee shall be forfeited and we shall be relieved, and discharged from all liabilities there under.

Date.....Bank
Corporate Seal of the Bank By its constitutional Attorney
Signature of duly Authorised person

On behalf of the Bank With seal & signature code

Details of Persons Issuing the BG:

Name-----

Address for Correspondence: -----

Telephone & Fax No.-----

E-mail : -----

Note: BGs to be furnished from any of the approved banks of NSIC.

Witnesses:

1.

2.....