

Press Advertisement Format



Steel Authority of India Limited
Central Marketing Organisation
Channasandra, Bangalore- 560 016

Tender No. BAN/WH/DECOILING/2014

Date : 07/07/2014

Tender for appointment of a contractor at SAIL Bangalore Warehouse for decoiling / straightening / cutting/bundling of TMT Coils of sizes 6/8/10/12mm

1. Sealed tenders are invited in prescribed form by SAIL from bonafide , resourceful person(s) / firm(s) / Company / companies capable of Decoiling / Straightening / Cutting /bundling of TMT Coils 6/8/10/12mm at SAIL Bangalore Warehouse
2. The last date for sale of tender documents is upto 04:00 pm on 28/07/2014 and the last date and time of submission of completed Tender document is **11:00 am on 04/08/2014.**
3. Tender papers can be purchased from the above office at a cost of Rs.500/- (Rupees five hundred only) non-refundable in cash
4. If the tenderer so desires, the full tender documents available on the SAIL Web Site www.sailtenders.co.in can be down loaded and used for submission of tender without any modification whatsoever.
5. Pre-tender discussion will be held on 01/08/2014 at 03.00 pm at SAIL warehouse at Channasandra, Bangalore 560016 .

Warehouse Manager



**Steel Authority of India Limited
Central Marketing Organisation
Channasandra, Bangalore- 560 016,**

Tender No. BAN/WH/DECOILING/2014

Date : 30/06/2014

INVITATION TO TENDER

**Tender for appointment of a contractor at SAIL Bangalore Warehouse
for de-coiling / straightening / cutting/bundling of TMT Coils of sizes 6/8/10/12mm.**

1.0 Sealed tenders are invited in prescribed form by SAIL from bonafide, resourceful person(s) / firm(s) / Company / companies capable of Decoiling / Straightening / Cutting /bundling of TMT Coils of sizes 6/8/10/12mm at SAIL Bangalore Warehouse

2.0 ELIGIBILITY OF TENDERERS:

2.1 The tenderers should be of sound financial standing and should provide a certificate (Proforma for Banker's Certificate is enclosed at **Annexure – I**) to this effect from their bankers based on their transactions during the last three years or since incorporation of the Company, which should state interalia the following particulars : -

- a) Nature of account held & its account no. in the Bank
- b) Various Credit limits sanctioned and utilized individually
- c) BG and LC limits and utilization separately
- d) Bank's Rating of the Party

2.2 The successful tenderer should be registered under the Service Tax Rules as applicable or shall submit an undertaking that they will be registered with the Service Tax Authorities within a period of 30 days from the date of Letter of Compliance for post contract formalities.

3.0 TENURE OF CONTRACT

The Contract for such operation shall be valid for a period of two (2) years extendable up to a period of six (6) months at the discretion of SAIL.



4.0 SCOPE OF WORK

The Company would provide an identified area within the Warehouse for the purpose of undertaking de-coiling / straightening / cutting/bundling /fixing tags of TMT Coils into TMT Bars. The successful tenderer shall be required to put up the requisite facilities like de-coiling machine with concrete base, shed etc. required for undertaking the job of de-coiling, straightening, cutting, bending, stacking within a maximum period of 60 days from the date of Letter of post contract formalities to the satisfaction of the company. The detailed nature and scope of work is underlined in the Instruction to Tenderers.

5.0 VALIDITY OF TENDER

The tender shall be kept valid **for a period of 90 days** from the date of opening of the tender.

6.0 Tenders will be opened immediately after the submission time on 04/08/2014 at SAIL Warehouse, Channasandra ,Bangalore 560016, in the presence of such tenders as may be present. Only one authorized person from each of such tenderers would be allowed to attend the tender opening.

Company reserves the right to accept or reject any or all tenders in any manner deemed fit by the company.

Thanking you,

Yours faithfully,
For Steel Authority of India Limited
Warehouse Manager

INSTRUCTION TO TENDERERS

1.0 Nature and scope of work

- 1.1 The de-coiling contractor would pick up the TMT Coils from the stack at the designated area for operation, de-coil, straighten and cut the coils into straight length bars on specific instructions of the company. The cut length materials will be bent, bundled & tied with tag (as per annexure XI and XII) and will be stacked in an organized manner at the designated area for operation.
- 1.2 The loading/delivery of the cut length materials into the customers' vehicles will be undertaken by the Handling Contractor of the warehouse.
- 1.3 End cuttings / binding ropes etc will be accumulated and given back to the company regularly for disposal.
- 1.4 No extra charges for cutting of TMT Coils into specific length will be payable to the contractor.
- 1.5 **The contractor will employ less than 10 number of contract labourers for undertaking de-coiling etc job under the contract.**
- 1.6 **The tenderer is required to have PF code and ESI registration issued to him by the concerned authorities. A copy each of PF code and ESI registration is to be submitted by the tenderer at the time of submission of tender . An undertaking is to be given by the tenderer that the PF code and ESI registration issued to him will be utilized for the employees / labourers under this contract.**
- 1.7 All Tenderers should have PF Code at the time of submitting the tender.

The tenderer should have his establishment registered with the ESIC Authorities under the provisions of Employees' State Insurance Act, 1948 and shall as a proof thereof attach a copy of the order/letter from the ESIC Authority concerned allotting code number in respect of his establishment and submit the same along with the tender.

In the event that his code number has been issued from a State other than the State in which the Warehouse is located, he shall submit an undertaking that he will obtain a sub-code from the ESIC Authorities in the new State against his original code number and that he will utilize such sub-code for labour deployed by him in SAIL premises, in case of his succeeding in his bid. Alternatively, if the registration is in the

same State, an undertaking has to be submitted that he will utilize the code number for labour to be deployed in SAIL premises, in case his bid is successful. Non coverage of his labour deployed in SAIL premise after award of contract, during currency of the contract, as and when the ESI Act,1948 becomes applicable, will entitle the Company to forfeit the Security Deposit and cancel the contract at the cost of the Contractor.

1.8 The Decoiling agent shall, as far as possible carry out all related operations as per guidelines laid down by the company from time to time as well as other instructions issued by the company's officer. The Decoiling agent would therefore:

- a) Observe all precautions to avoid hazards and instill the highest degree of safe working habits / practices in his employees / labourers;
- b) Provide suitable Personal Protective equipment (PPEs) like Helmets, Safety shoes, Gloves etc. at their cost.

1.9 **Power will be supplied free** for the decoiling and cutting machine(s) in case of decoiling units at Departmental Warehouse. However, in case of power failure, company will not be held responsible for any losses. Tap off point will be provided at the nearest available point of the machine.

1.10 Processing defects, if any, will be to the contractors account.

2.0 Infrastructure Facilities:

2.1 The company shall provide the distinctly identifiable area within the warehouse for undertaking the de-coiling etc job. The successful tenderer shall be required to put up the requisite facilities like **shed, minimum Two No. of new automatic decoiling machines** (specifications as mentioned in Annexure – X), the de-coiling machine with concrete base etc. required for undertaking the job of de-coiling, straightening, cutting, bending, bundling, stacking within a maximum period of **60** days from the date of Letter of Compliance for post contract formalities to the satisfaction of the Company.

2.2 The successful tenderer would be required to put up Two nos. of de-coiling and straightening machines (with a capacity of de-coiling and straightening 15MT per shift per machine).

2.3 Providing infrastructure for necessary illumination of the area of operation will be within the domain of the de-coiling and cutting contractor.

2.4 All equipments like straightening / cutting machines, etc should be in proper working condition and capable of performing the desired operation envisaged under the contract.

Decoiling / Straightening / Cutting of TMT Coils – Bangalore 2014

2.5 The successful tenderer shall have to submit an undertaking stating that the copy of original purchase invoice as proof of purchase of new automatic Decoiling machines would be provided by the tenderer for verification by SAIL before issuance of work order. **New Decoiling machine** would mean machine which has been purchased from manufacturer after issuance of LOI. By the term “**automatic**”, it would mean machine equipped with the technology for automatic cutting at specified length.

3.0 EMD, Security Deposit & Bank Guarantee:

3.1 **Earnest money for the tender is Rs. 30,000/- (Thirty Thousand only)** which is to be paid in the form of Demand Draft/Pay Order in favour of Steel Authority of India Limited, payable at Bangalore issued by any Scheduled Bank other than Co-operative Bank, Gramin Bank and Catholic Syrian Bank. EMD will be converted into security deposit for the successful bidder. In addition, **the successful tenderer shall be required to submit a Bank Guarantee of Rs. 2 lakhs towards performance under the contract within a period of 30 days from the date of issuance of Letter of Compliance for Post Contract formalities.** The Format for Bank Guarantee is at **Annexure-II**. The BG must be issued by or/and encashable at any branch of the bank at Bangalore .

EMD shall be forfeited---

- a) If the tenderer withdraws the tender during the validity period of the tender and/or modifies any of the terms and conditions contained in the tender during the validity period of the said tender or
- b) In case the successful tenderer fails to provide all infrastructural facilities, furnish BG of Rs 2 lacs as required under the tender terms or
- c) In case the successful tenderer fails to comply with any or all the requirements/ formalities as specified in the Company's Letter of Compliance for Post Contract formalities.

3.2 Refund of EMD to all unsuccessful tenderers will be arranged within 30 days from the date of signing the contract.

4.0 Price Bid, Service Tax & Education Cess

4.1 Consolidated price per tonne for major operations would be required to be submitted by the tenderers. For bending/bundling (minor operation), the rate per tonne as a percentage of consolidated rate will be predetermined and will be indicated in the schedule which the tenderer has to accept. Price per ton will be quoted by the tenderer exclusive of Service Tax and Education Cess. (Proforma for Price Bid is as per ANNEXURE-IX) Payment of Service Tax shall be made by the company if :

- a) Service tax registration no. of the contractor is indicated in the bill.

- b) Element of the Service tax and Education Cess shown separately in the bill in addition to de-coiling / straightening / cutting charges.

The payment against first bill shall be released on fulfillment of above conditions. However, for clearance of subsequent running bills apart from fulfilling above conditions, the contractor shall have to submit the proof of depositing Service Tax to the department in respect of cleared bill of immediate previous month. However, before release of payment of Service Tax of the final bill, the contractor shall also deposit the service tax for final bill and shall submit proof of payment to SAIL for getting reimbursement.

- 4.2 **No escalation in the rates will be allowed during the entire period of the contract including the period of extension ,if any.**

5.0 Payment

Payment will be released to the de-coiling contractor every month on the basis of the quantity of straightened TMT Bars delivered as per the Challan cum Invoice generated separately by SAIL during the month.

6.0 Mode of submission of tender:

- 6.1 The tenderers shall submit their tenders in two parts, one containing the EMD and the technical bid kept in a sealed envelope no.1 super scribed with "Tender for appointment of contractor for De-coiling/Straightening/Cutting of TMT Coils at SAIL Bangalore Warehouse Technical Bid". The name and address of the tenderer shall be written on the envelope. Sealed envelope no. 2 will contain price bid super scribed with "Tender for appointment of contractor for Decoiling /Straightening/Cutting of TMT Coils at SAIL Bangalore Warehouse Price Bid". This envelope shall also indicate the name and address of the tenderer. Both the envelopes no. 1, 2 shall be put together in a sealed envelope no.3 super scribed with "Tender for appointment of contractor for Decoiling / Straightening / Cutting of TMT Coils at SAIL Bangalore Warehouse" and shall indicate the name and address of the tenderer.

6.2 The sealed envelope no.1 shall contain the following documents :

- (a) EMD of Rs.30,000/- (Rupees thirty thousand only) in the form of a Demand Draft/Pay Order on a Scheduled Bank other than Cooperative Bank, Gramin Bank and Catholic Syrian Bank in favour of Steel Authority of India Limited payable at Bangalore
- (b) Tender Papers i.e. Application for submission of Tenders, Tender Notice, Invitation to Tender, Instructions to Tenderers and Terms and Conditions of the Contract along with all the related documents and Annexures. All the pages shall be duly filled up as required, signed by a person authorized to sign on behalf of the Tenderer and stamped with the Tenderer's seal.

- (c) Constitution of the Tenderer's Concern/Firm/Company, including date of registration/incorporation of the Firm/Company.
- (d) In case of a Company, Memorandum & Articles of Association along with the Certificate of Incorporation issued by the Registrar of Companies are to be submitted. Notarised copy of Memorandum & Articles of Association with "sd" in place of signature of Directors is acceptable subject to certification by Company Secretary.
- (e) In case of a Partnership firm, an authenticated copy of the Partnership Deed and a copy of the Certificate of Registration issued by the Registrar of Firms (in case the firm is registered) are to be submitted.
- (f) In case of a Proprietary Concern, proof of Proprietorship issued by the relevant Govt. Deptt./Notarized Affidavit is to be submitted.
- (g) Names and addresses of the Bankers of the Tenderer along with certificate from Bankers on financial soundness of the Tenderer indicating the particulars of the transactions during last one year. Proforma for Banker's Certificate is enclosed at Annexure – I.
- (h) Undertaking by the tenderer to the effect that infrastructure would be made available within 60 days from the date of issuance of Letter of Compliance for Post Contract formalities, failing which EMD submitted by him would be forfeited by the Company.
- (i) Declaration as to whether the Tenderer has any relative, within the meaning of Section 6 read with Schedule 1A of the Companies Act, 1956, employed in any capacity in the Company.
- (j) Copy of the Power of Attorney in favour of the Authorized Signatory submitting the Tender documents on behalf of the Tenderer.
- (k) Undertaking that the successful tenderer shall be registered with the Service Tax Authority within 30 days from the date of issuance of Letter of Compliance for post contract formalities, if not already done.
- (l) Undertaking that the successful tenderer will utilize PF code and ESI registration assigned to him for the employees / labourers under this contract.

6.3 The sealed envelope no. 2 shall contain :

6.3.1 Schedule of rates shall be filled up both in figures and words. In case of any discrepancy between the two, the rates quoted in words shall be accepted. In case of

any correction/erasing, etc., the same should be countersigned by the Authorised Signatory of the Tenderer and stamped with the Office Seal of the Tenderer.

6.4 Tenders are liable to be rejected in case the instructions indicated above are not followed.

6.5 For Downloaded Tender Documents:

In case of downloaded tender documents, the cost of the same i.e. Rs. 500- (Rupees Five Hundred only) in the form of DD / PO from any Scheduled Bank (except Gramin / Cooperative Banks and Catholic Syrian Bank) in favour of Steel Authority Of India Limited payable at Bangalore, has to be submitted in a separate envelope super scribed as "Cost Of Downloaded Tender Documents". The tenderer also has an option of paying the amount in cash at SAIL BSO and submit a copy of the money receipt in a separate envelope super scribed as "Cost Of Downloaded Tender Documents". This envelope (containing either the DD/PO or Money receipt copy) is to be put inside the sealed envelope no. 3. In case of non-submission of the same, the tender is liable to be rejected.

7.0 Receipt of Tender

7.1 The following shall be the accepted modes for receipt of tenders:

- (a) Tenders received by post,
- (b) Tenders received by courier service
- (c) Tenders received through tender box.

7.2 Tenders which have been sent by post or through courier shall be received at the Receipt & Despatch Section of the specified venue.

7.3 Tenders shall also be received in the Tender Box kept for this purpose upto the closing time and date at the venue specified in the Tender notice.

8.0 Opening of Tenders

8.1 Tender Opening Committee, shall open the envelope no. 3 submitted by all the tenderers at the appointed time. Names, address and signatures of the persons present at the time of opening of tenders along with the names of the firms/companies i.e. details of persons representing shall be recorded.

8.2 Next, the envelope no. 1 shall be opened for all the tenderers & It would be seen as to whether all the tenderers have submitted the EMD. In case any tenderer fails to

submit the EMD, the tender submitted by such tenderers shall be rejected. The technical bids contained in envelope no.1 will be taken up next for evaluation and verification.

- 8.3 The envelope no. 3 containing the price bid shall be opened at a later date for such tenderers who are considered to be technically qualified for the job. The date,venue and time of opening of the price bid shall be intimated to all the tenderers who qualify technically.
- 8.4 Company reserves the right to accept or reject any or all tenders in the manner deemed fit by the Company.

9.0 Rejections of Tender

Tender may generally be rejected if –

- (a) Submitted after tender closing date and time.
- (b) The same contains inadmissible reservations or restrictions.
- (c) Submitted without EMD.
- (d) A tender shows that the tenderer has not met with certain technical/commercial requirements including eligibility criteria.
- (e) Tenders submitted by Firms to whom tender enquiries were not issued.
- (f) Tenders not submitted in original against purchase of tender papers in physical form.
- (g) In case the contents inside each envelope do not correspond to the superscription on each envelope resulting in a mix-up.
- (h) Tender fee (cost of tender document) not submitted for down loaded tenders

10.0 Method of evaluation and award of contract

- 10.1 The contract will be awarded to a single contractor based on L-1 rate obtained for major operations. The rates for minor operation i.e. bending and bundling are prefixed in the contract and is separately indicated in the tender document. If,deemed necessary, negotiation may also be held onlywith the L-1 tenderer. The L-1 tenderer may also be asked to justify the rates quoted. In case the tenderer refuses or fails to justify the rates quoted, his tender will be cancelled and EMD amount will be forfeited. He will also be debarred from participation in the next round of tendering.
- 10.2 The Warehouse Manager shall issue Letter of Intent (LOI) to successful tenderer. Immediately thereafter, Letter of Compliance for Post-contract formalities would be issued to the successful tenderer to complete formalities like submission of Bank Guarantee of Rs. 2 lakhs as per Format given in Annexure - II within a period of 30 days from the date of issuance of Letter of Compliance for Post-contract formalities. The required infrastructure like installation of machines with concrete base, shed, and necessary illumination etc would be required to be completed within a period of 60 days from the issuance of Letter of Compliance for Post Contract formalities. A Letter of Intimation will be issued to the successful tenderer on completion of all formalities detailed in the Letter of Compliance for Post Contract formalities asking

the successful tenderers to sign a formal agreement. Signing of the formal agreement and issuance of work order thereafter are also to be completed within 7 days from the date of issuance of Letter of Intimation and the actual commencement of job may be allowed immediately after issuance of such work order. Proforma for application for submission of tender documents, Letter of Intent, Letter of Compliance for Post-contract formalities, Letter of Intimation, agreement for contract, Work Order and work order are as per Annexure III, IV, V, VI, VII, VIII.

11.0. Guarantee of work

No guarantee whatsoever shall be given by Company to the contractor on any definite volume of job for Decoiling/ Straightening/ Cutting/Bending /Bundling at any given period of time during the entire tenure of contract.

12 Liabilities of the contractor

- 12.1 The contractor shall comply with all statutory provisions as applicable to the job indicated in the tender. The contractor shall indemnify the company against any claim from any statutory/local authority, his employees etc. on any account whatsoever as well as claim arising out of any negligence/damage or otherwise on the part of the contractor and his/their employees/agent to material/company's employees/customers or agents.
- 12.2 The contractor shall not indulge into any act of misconduct. Company shall reserve the right to suspend and/or ban business dealings with the contractor in the event of any misconduct on the part of contractor and/or his agent. The decisions taken by the Company in this regard shall be binding on the contractor.
- 12.3 The contractor shall not assign any part of this contract to any other contractor without prior clearance and permission from Company in writing to this effect.
- 12.4 In case of inability on the part of the contractor to perform to the full satisfaction of Company under this contract, Company shall have the right to terminate the contract on serving due notice and the security deposit as well as the Bank Guarantee for Rs. 2 lakhs would be forfeited by the company.

13.0 General

- 13.1 In case a situation arises where input material i.e. TMT Coils are required to be weighed and then handed over to the de-coiling contractor for undertaking de-coiling/straightening/cutting/bending/bundling, then no shortage allowance will be given to the de-coiling contractor. In such a situation, sale proceeds of cut pieces/end pieces will be on account of the contractor.

- 13.2 In the event the de-coiling contractor is asked to arrange delivery of TMT bars, then the rate payable to the Handling Contractor of the Warehouse in respect of delivery will be paid to him.

TERMS & CONDITIONS

1.0 DEFINITIONS :

- 1.1 The following words and expressions as used shall have the meaning assigned to them except when the context otherwise requires.
- (a) **The 'Company'** shall mean Steel Authority of India Ltd. (COMPANY) with its Registered Office at ISPAT BHAWAN, Lodi Road, New Delhi - 110003 and also having one of its units as Central Marketing Organisation at 40, Jawaharlal Nehru Road, Kolkata- 700 071 as also Branch Sales Office at (Name and address of the Branch to be specified).
- (b) **Warehouse Manager** shall mean the Warehouse Manager of the concerned Warehouse under whose jurisdiction the contract is made or any other officer of the Company for the time being in-charge of the Warehouse.
- (c) **Regional Operations Manager** shall mean the Regional Operations Manager of the concerned Region under whose jurisdiction the contract is made or any other officer of the Company for the time being in-charge of the operations of the Region.
- 1.2 **"Tenderer"** shall mean the person, firm/Company or Corporation submitting a tender against the Invitation to tender and shall include his/its heirs, executors, administrators, legal representative, successor and assignees approved by the Company.
- 1.3 **"Contractor"** shall mean the tenderer whose tender has been accepted by the Company and shall include the Contractor's heirs, executors, administrators, legal representative, successors and assignees approved by the Company.
- 1.4 **"Contract"** shall mean and include the agreement between the Company and the Contractor duly signed by the parties thereto for the execution of the work together with all documents annexed/attached therewith or referred to.
- 1.5 **"Warehouse"** shall mean the premises where iron & steel materials are received, stored, decoiled and/or delivered to customers.
- 1.6 **"Handling and Processing of TMT Coils"** shall mean that the Contractor would arrange to pick up the TMT Coils from the stack from the designated area of **Decoiling / Straightening / Cutting of TMT Coils – Bangalore 2014**

operation, decoil, straighten and cut TMT Coils into straight length bar including bending , bundling and putting identity tag on specific instruction of the Company

- 2.0 SCOPE OF WORK :** - As detailed in the Instruction to Tenderers.
- 3.0 EMD, SECURITY DEPOSIT & BANK GUARANTEE** - As detailed in the Instruction to Tenderers.
- 4.0 METHOD OF EVALUATION & AWARD OF CONTRACT** - As detailed in the Instruction to Tenderers.
- 5.0 ESCALATION OF RATES** –No escalation is payable under the contract
- 6.0 COMPLETION/TERMINATION OF CONTRACT** – On completion/termination of the contract, the de-coiling contractor will be given 21 days time to take away the machines and other equipments and also to level the ground.
- 7.0 Resolution of Disputes, Conciliations and Arbitrations : –**
- 7.1 In the event of any dispute/ difference arising between the parties relating to or arising out of the Contract, the parties shall endeavour to resolve such dispute through conciliation as per provision of the Arbitration and Conciliation Act – 1996.
- 7.2 Any dispute or difference whatsoever arising between the parties relating to or arising out of Contract, shall be settled first by conciliation in accordance with the provision of the Arbitration and Conciliation Act – 1996 and the Settlement so rendered between the parties in pursuance thereof shall be final and binding on the parties.
- 7.3 In case conciliation fails, all questions, claims, disputes or differences of any kind whatsoever arising between the parties relating to or arising out of the contract shall be referred by the parties hereto for the decision by a Sole Arbitrator to be appointed as hereinafter mentioned.
- 7.4 The notice regarding the invoking of the arbitration clause shall be served by registered post and addressed to the Chief Executive of Central Marketing Organisation, Steel Authority of India Limited, Ispat Bhawan, Lodi Road, New Delhi.
- 7.5 Matters in question, dispute, claim or differences other than the excepted matters shall be referred for decision to a Sole Arbitrator to be appointed by the Chief Executive of Central Marketing Organisation, Steel Authority of India Limited, (by whatever name he may be designated at the relevant time). However, before appointing the Sole Arbitrator, the Chief Executive of the Central Marketing Organisation, Steel Authority of India Limited, shall notify the contractor three names

out of which one can be appointed as the Sole Arbitrator with the consent of both the parties, failing which after 15 days of the issuance of the letter informing three names, the Chief Executive shall have the power to appoint one of the persons out of the three names so notified as the Sole Arbitrator, which will be final and binding on both the parties.

7.5.1 In this clause, the expression, the Chief Executive of Central Marketing Organisation, Steel Authority of India Limited, means the Director (Commercial) or any other person delegated to exercise the authority and the power of the Director (Commercial) due to his absence on duty or due to his non-availability for any reason whatsoever. The Arbitrator, so appointed, shall adjudicate upon all the disputes between the parties hereto.

7.5.2 Excepted matter as per the contract shall not be the subject matter of Conciliation/ Arbitration

7.5.3 The Arbitrator shall hear the cases independently and impartially and shall not represent the interest of any party.

7.6 The venue of the Arbitration shall be the place where the Contract is concluded, or at Kolkata being the Headquarters of the Central Marketing Organisation of SAIL. The venue of Arbitration shall be convenient to both the parties to the Arbitration .

7.6.1 The question of procedure for conduct of the arbitration proceedings shall be decided by the Arbitrator in consultation with the parties before proceedings with the reference. The Arbitrator may hold preparatory meeting(s) for this purpose. In the preparatory meeting(s) as aforesaid, the Arbitrator in consultation with the parties shall also determine the manner of taking evidence, the summoning of the expert evidence and all such matters for the expeditious disposal of the arbitration proceedings.

7.7 The Court at Bangalore shall have jurisdiction over all matter of dispute.

7.7.1 The provision of the Arbitration and Conciliation Act, 1996 and the rules framed thereunder, if any, and all modifications/amendments thereto shall deem to apply and/or be incorporated in this contract as and when such modification / amendments to the Act/Rules are carried out.

7.8 Work/supply under the contract shall be continued by the Contractor/ supplier, under the Contract during the arbitration proceedings and recourse to arbitration shall not be bar to continuance of the work or supply.

8.0 CONTRACT PERIOD – The contract at departmental warehouses shall be valid for a period of two years from the date mentioned in the work order with an option to extend the same, at the sole discretion of the company, for a further period of upto 6 months on the same rates, terms and conditions.

9.0 BANNING OF BUSINESS DEALING -

In case of default, bad performance, fraud, deception and misconduct, etc by the bidder / tenderer / contractor, action may be taken as per the instructions issued by Company from time to time w.r.t. "Guidelines on Banning of Business Dealings .

10.0 PURCHASE PREFERENCE -

The proposal for purchase preference to PSUs / Govt Organizations shall be based on the extant guidelines issued by the Govt of India.

ANNEXURE-I

CERTIFICATE FROM THE BANKER

On the letter head of the Bank

Dated : _____

(Name & address of the bank)

This is to certify that M/s _____ (Name & Address of the Tenderer) has / have been having transactions with us for last _____ years and their financial standing is sound based upon such transactions for the last three years or _____ years (period from the date of incorporation of the firm). In addition, the following information is also furnished :-

- a) Nature of account held & its account no. in the Bank
- b) Various Credit limits sanctioned and utilized individually
- c) BG and LC limits and utilization separately
- d) Bank's Rating of the Party

Manager

_____ Bank

Signature.....

Name.....

P.No.....

Official seal.....

ANNEXURE-II

**PERFORMANCE GUARANTEE BOND
(FROM ANY SCHEDULED BANK EXCEPT GRAMIN / COOPERATIVE
BANKS AND CATHOLIC SYRIAN BANK)**

STEEL AUTHORITY OF INDIA LTD

1. In consideration of the Steel Authority of India Ltd, A Govt. Company incorporated under the Companies Act, 1956 and having its registered office at Ispat Bhavan, Lodi Road, New Delhi 110003 and also having inter-alia one of its Branch Sales Offices at (hereinafter called the 'Company') having agreed to accept this Guarantee towards the security for the due performance of all the obligation contained in the Contract awarded vide letter of intent dated (hereinafter called the "said Contract", which expression shall include any formal agreement entered into subsequent thereto or in supercession thereof and all modification to and amendments in the said agreement) made between the Company and M/s.(hereinafter called the "Contractor")for De-coiling/straightening/cutting/bending/bundling at the Warehouse situated at under the said Contract, we.....(Name of the Bank) (hereinafter referred to as the 'said Bank') do hereby undertake to pay the Company an amount not exceeding Rs 2 lakhs (Rupees two lakhs only) against the Contractor's failure and/or non observance and/or breach(s) of any of its obligations and/or the terms and conditions contained in the contract dated
2. We (Name of the Bank) do hereby undertake to pay at cash counter the amount (s) due and payable under this Guarantee to the extent of Rs. 2 lakhs (Rupees two lakhs) only without any demur or protest, merely on receipt of a demand from the Company stating that the said Contractor has failed to fulfill and / or observe and/or committed breach (es) of the obligations as stipulated in the Contract awarded vide letter of intent dated and the amount claimed is due and payable to the Company by the said Contractor on account thereof. Any such demand made on the said Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. It is hereby expressly agreed and affirmed that the Company shall have the fullest liberty to claim payment of the amount under this Guarantee subject to the ceiling limit of Rs 2 lakhs (Rupees two lakhs only) as referred to above and this Guarantee shall not become infructuous or invalid because of the partial payment or payments made by us to the Company pursuant to the demand or demands made by the Company upon us for payment from time to time. It is further affirmed that this Guarantee shall hold good in favour of the Company to the extent of the balance amount covered under this Guarantee. It is also agreed and affirmed that the Company shall be the sole judge as to whether the said Contractor has failed to observe / fulfill / any or all the obligations contained in the Contract awarded vide letter of intent dated referred to above, and/or committed any breach or breaches in respect thereof as also the amount become due and payable by the Contractor on account therefore, and such decision of the Company shall be final



and binding upon us. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs2 lakhs (Rupees two lakhs only).

- 3. We the said Bank, further agree that this Guarantee shall remain in full force and effect until the said Contractor fulfills all the obligations under the contract awarded vide letter of intent dated in due performance thereof and that it shall continue to be enforceable for the period that would be taken for satisfactory performance and fulfillments in all respects of all obligations under the Contract awarded vide letter of intent dated..... and that it shall continue to be enforceable till any notice of no claim is given by the Company.
- 4. We, the said Bank, further agree that the Company has the fullest liberty without affecting in any manner our obligations herein to vary any of the terms and conditions of the said Contract awarded vide letter of intent dated and to forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved of our liability under this Guarantee by reason of any such variation or extension being granted to the said Contractor or for any forbearance and/or commission on the part of the Company.
- 5. We(name of the Bank) state and affirm that this Guarantee will be valid and **effective for a period of three years from the date of issue** and we further agree that the guarantee herein contained shall not be affected by any change in the Constitution of the said Contractor.

Dated :day of.....(month)(year)

for _____

(Name of the Bank)

Accepted

For & on behalf of

STEEL AUTHORITY OF INDIA LIMITED

ANNEXURE-III

TENDER FORM

From:
To : Warehouse Manager
Steel Authority of India Ltd
Central Marketing Organisation
.....

**SUB : TENDER FOR APPOINTMENT OF DE-
COILING/STRAIGHTENING/CUTTING/BENDING/BUNDLING CONTRACTOR**

Dear Sir/Madam,

In response to your Tender No..... dated in theinviting offers for appointment of decoiling contractor in the SAIL Warehouse at I / We, a Company / Partnership firm / an Association / Sole Proprietor (in the case of a firm, an Association / or a Joint-venture, please set out here full name of all partners / members) _____carrying on business at hereby offer to carry out various operations, at the firm rates quoted in the schedule of operations kept in a separate envelope marked No.2

I/We agree that this offer shall be valid for a period of 90 days from the date of opening of the tender part-I and if the offer is withdrawn / modified / varied before the said date of validity, the Earnest Money furnished by me / us shall stand forfeited.

I/We hereby agree to abide by Instructions to Tenderers and fulfill your "Terms and Conditions" of the contract for de coiling/straightening/cutting of TMT coils and bending/bundling (including putting tag as per annexure XII)of TMT bars in your Warehouse at which shall be deemed to form an integral part of this offer and I / We herewith enclose original copies of Tender Notice, Invitation to Tender, Instructions to Tenderers and Terms & Conditions duly signed on each page, as token of my / or acceptance thereof (except the schedule of operation and rates which is kept in a separate envelope).

I/We hereby agree further, to notify you at any time whether before or after acceptance of my / our tender, any change in the constitution of my / our firm / company either by the death, exclusion or retirement of any partner or member or by the admission of a new Partner or member. (This clause shall apply where the tenderer is a firm / company).

I/We enclose a Money Receipt for Rs.30,000/- (Rupees thirty thousand only) being the Earnest Money Deposit.

I / We note that no interest shall accrue on the Earnest Money Deposit. EMD without interest shall be refunded to the unsuccessful tenderer(s). But it will be retained by you
Decoiling / Straightening / Cutting of TMT Coils – Bangalore 2014



towards the Security Deposit in the case of successful tenderer for the due fulfillment of the contract.

I / We also note that acceptance of this tender as will be communicated by your Letter of Intent shall constitute a valid and binding contract between us.

I / We also note that failure to comply with the conditions specified in your letter for compliance of post contract formalities shall have the effect of termination of the contract and I / We shall be liable for all consequences thereof.

Thanking you,

Yours faithfully,
(Signature of the Tenderer)

Date : _____

Seal of Tenderer

- Encl : a) Tender Notice
b) Invitation to Tender
c) Instructions to Tenderers
d) Terms & Conditions of contract along with all its enclosures, all duly signed.
e) Earnest Money
f) Cost of Tender Documents(for downloaded Tender Documents only)

Witness (Signature)

1. _____

2. _____

Full Name : _____

Address : _____

Occupation & date _____



ANNEXURE-IV

LETTER OF INTENT / ACCEPTANCE OF TENDER

To

.....
.....

Dear Sirs,

Sub : Our Tender Notice No.....dated.....

Ref : Your Tender dated.....in response to the
subject Tender Notice.

Please refer to your above Tender and subsequent negotiation (**delete the words not required**)held on.....

We have the pleasure to inform you that your above Tender has been accepted by us and thereby contract is concluded.

Yours faithfully,
For & on behalf of
STEEL AUTHORITY OF INDIA LTD.

.....

ANNEXURE-V

LETTER OF COMPLIANCE OF POST CONTRACT
FORMALITIES AS PER TENDER TERMS

To

.....
.....

Dear Sirs,

Sub : Our Tender Notice No.....dated.....

- Ref :**
1. Your Tender datedin response to the subject Tender Notice.
 2. Our letter dated.....accepting your Tender.

Please refer to your tender and acceptance of the same as conveyed by our letter dated.....

You are requested to comply with the following formalities and submit following documents as already stipulated in the Tender Terms :-

- (a) Bank Guarantee as per the proforma prescribed by the Company duly executed on non-judicial stamp paper of appropriate value
- (b) Service Tax Registration No. **(for those tenderers who have submitted undertaking)**
- (c) Any other document as per the local conditions.

In the event you fail to submit all the documents indicated above on or within(date) then the same will amount to breach of contract and in that event you will be held responsible for all consequences and damages.

On your compliance of the above formalities within the time prescribed above we shall send intimation requesting you to execute the Formal Agreement on stamp paper for recording the contract which has already been concluded.

Thanking you,

Yours faithfully,
For & on behalf of
STEEL AUTHORITY OF INDIA LTD.

.....

ANNEXURE-VI

LETTER OF INTIMATION

To

.....
.....

Dear Sirs,

Sub :

Ref : Our letter dt.
(Letter Accepting Tender)

This has reference to your letter no..... dt.under cover of which you have submitted the documents as indicated in our letter no..... dt..... (Letter Accepting Tender). You are hereby called upon to execute the formal Agreement on a non-judicial stamp paper of appropriate value as per proforma at Annexure of Tender Documents within 7 (seven) days hereof.

The Work Order will be issued subject to execution of formal Agreement as stated above.

Thanking you

Yours faithfully,

For and on behalf of
Steel Authority of India Limited

Warehouse Manager

ANNEXURE-VII

AGREEMENT FOR APPOINTMENT OF CONTRACTOR FOR DE-COILING/STRAIGHTENING/CUTTING OF TMT COILS AND BENDING/BUNDLING OF TMT BARS FOR SAIL AT SAIL BANGALORE WAREHOUSE

CONTRACT AGREEMENT NO./REF NO. ----- DT.-----

THIS AGREEMENT made on this day of between the Steel Authority of India Limited (SAIL), a Govt. Company incorporated under the Companies Act, 1956 having its registered office at Ispat Bhavan, Lodi Road, New Delhi 110003 and also having one of its Branch Offices (BSO) of its Central Marketing Organisation (CMO), inter-alia, athereinafter referred to as the "Company" (which expression shall wherever the subject or the context so requires or admits, include its successors and assigns) of the ONE PART AND M/s..... a company/partnership firm or proprietorship firm (**as the case may be**) having their registered office/principal place of business at hereinafter referred to as "Contractor" (which expression shall, wherever the subject or the context so requires shall include their successors and permitted assigns) of the OTHER PART.

WHEREAS pursuant to the Company's having issued advertisement on for the appointment of contractor for de-coiling/straightening/cutting of TMT coils and bending/bundling of TMT bars at the Terms and Conditions and the rates as specified in the Tender Documents as well as in its Annexure at Warehouse at P.O.....PS.....district ofin the State of

AND WHEREAS the Contractor has submitted the Tender for appointment as Contractor as per the terms and conditions and rates specified in the Tender which has been accepted by the Company vide its Letter of Intent No dated

AND WHEREAS it has been considered necessary and expedient to incorporate the terms and conditions as contained in the Tender Documents in an instrument in writing.

NOW THESE PRESENT WITNESSETH and it is hereby agreed to and declared by and between parties hereto as follows :-

1. In consideration of the payments to be made by the Company in terms of the contract, the Contractor covenants and agrees with the Company to undertake the jobs of de-coiling/straightening/cutting of TMT coils and bending/bundling of TMT bars at the above Warehouse as also in the manner required and the Contractor agrees to do all such jobs strictly as per the terms and conditions as mentioned in the Tender Document referred to in the various Annexure as under:

Decoiling / Straightening / Cutting of TMT Coils – Bangalore 2014

2. The various Annexures set out below and hereby annexed and marked as Annexure 1 to mentioned hereunder shall constitute the contract for the purpose of construction, interpretation and effect thereof.

- (a) Annexure - 1 Tender Notice
- (b) Annexure - 2 Letter dt. of submission of tender
- (c) Annexure - 3 Invitations to Tender
- (d) Annexure - 4 Instructions to Tenderer
- (e) Annexure - 5 Terms and Conditions of the Contract
- (f) Annexure - 6 BG Formaty
- (g) Annexure - 7 Schedule of Rates
- (h) Annexure - 8 Company's letter No. dt..... accepting the tender (letter of intent)
- (i) Annexure - 9 Company's letter no. Dt..... (letter of compliance for post contract formalities)
- (j) Annexure-10 Company's letter no..... dt.....(letter of intimation)
- (k) Any other relevant Annexure(s) .

3. In consideration of the due performance, execution and completion of the job strictly in terms of this agreement, the Company covenants and agrees to pay to the contractor such sum(s) as may become payable to the contractor as the agreed rates as borne out by the schedule of rates referred to in the Annexure-7 in Clause-2 above.

4. The agreement shall be effective from (date) and shall remain in force for a period of two years unless terminated earlier by the Company or extended for a further period upto six months in terms of the provisions as contained in the terms and conditions of the Contract.

5. No modification of this contract shall be valid and binding upon the parties hereto unless the same are made in writing and are signed by the parties and termed as an 'AMENDMENT' to the Contract.

6. Failure to enforce any of the terms and conditions contained in this contract on the part of the Company shall not operate as a waiver of the terms and conditions or be construed as breach thereof.

IN WITNESS WHEREOF the parties hereto have executed these present on the day, month and year above written at..... (Name of the place)



Signed, sealed and delivered for & on behalf
Of Steel Authority of India Ltd, the Company (For & on behalf of SAIL)

Within named in the presence of

1)..... 2)

Signed, sealed and delivered for
& on behalf of M/s. (For & on behalf of
the Contractor)

Within named in the presence of

1)..... 2)

SCHEDULE DETAILING THE TERMS OF WORK WITH RATES THEREOF AND THE
CONDITIONS OF CONTRACT ARE ANNEXED

WAREHOUSE MANAGER

ANNEXURE-VIII

WORK ORDER

To,

.....
.....
.....

Dear Sir,

Sub : Our tender No.....Dated.....

Ref : i) Our Tender No.....Dated.....

ii) Our Letter No.Dated.....
(letter accepting Tender)

iii) Your Letter No.....Dated.....
(letter under cover of which documents indicated in
Letter accepting Tender have been produced
by the successful Tenderer)

This has reference to our Letter of Intimation dt. As you have already complied with all the instructions contained in the said Letter Of Intimation, this Work Order is issued to enable you to commence the work positively within 7 (seven) days hereof.

Please note that your failure to commence the work within the time as prescribed in the Work Order, will be treated as breach of contract and in that event you will be held responsible for all consequences thereof.

Thanking you,

Yours faithfully,

For and on behalf of
Steel Authority of India Limited

(Warehouse Manager)

ANNEXURE-IX

Ref. Tender No : BAN/WH/DECOILING/2014

Date 3/06/2014

STEEL AUTHORITY OF INDIA LIMITED
BRANCH SALES OFFICE
BANGALORE.

SCHEDULE OF RATE

Sl.No	Details	Consolidated Rate per MT	Estimated Contract quantity
1	Picking up the input material from the stack, decoiled, straightened, cut		1000Tons per month (One Thousand Tons per Month)
2	Bending of Decoiled TMT Bar		
3	Bundling of TMT Bars		

Notes : -

- Approximately 15 % of Materials will be delivered in Straight Length without Bending.**
- For any of the jobs not done/not undertaken in respect of Sl. (1),(2) & (3) above, deduction @60%, @20%, @20% of the consolidated rate shall be made respectively
Example 1: If consolidate rate is Rs 100/- per MT, the deduction for operations not performed at Serial no. 1,2 & 3 shall be Rs. 60, Rs. 20, Rs. 20/- per MT respectively.
- In case any deliveries of decoiled TMT bars are in straight conditions, the bending will not be required to be done and accordingly deduction shall be made from the consolidated rate to the extent of full weightage of Schedule No. 2 (i.e. 20% of the consolidated rate)
- For stock verification, no extra payment will be payable to the contractor.
- The rate quoted by the tenderer shall be firm and will be inclusive of all types of taxes, levies but exclusive of service tax and educational cess.
- No revision in the rate will be allowed during the entire period of the contract including the period of extension, if any.
- The estimated quantities indicated above are only for the purpose of evaluation.

ANNEXURE – X

SPECIFICATIONS OF THE MACHINE

- | | | |
|------------------------|---|-------------------------------------|
| 1) Input Material size | : | 6mm-12mm TMT |
| 2) Decoiling Speed | : | Minimum 130Mtrs per Minute |
| 3) Cutting Length | : | 1metres – upto 13 metres adjustable |
| 4) Cutting | : | Automatic, at the specified length |
| 5) Cutting Tolerance | : | As per BIS Specifications |

Annexure XI

Bundling :

All Bent Materials are to be tied minimum two places using a wire/ Strap of more than 3mm dia and each bundle should not weigh more than 100 Kg Bending will be done as per representation given in drawing as part of Annexure XI. All Straight materials are to be tied at minimum six places using a wire or strap of more than 3mm dia. Bailing Hoop removed from the TMT Coils may also be used for strapping the bundles. The Bundle weight should be between 4 to 5 ton. In Special cases, 2 to 3 on bundles are also to be made as per instructions given time to time.

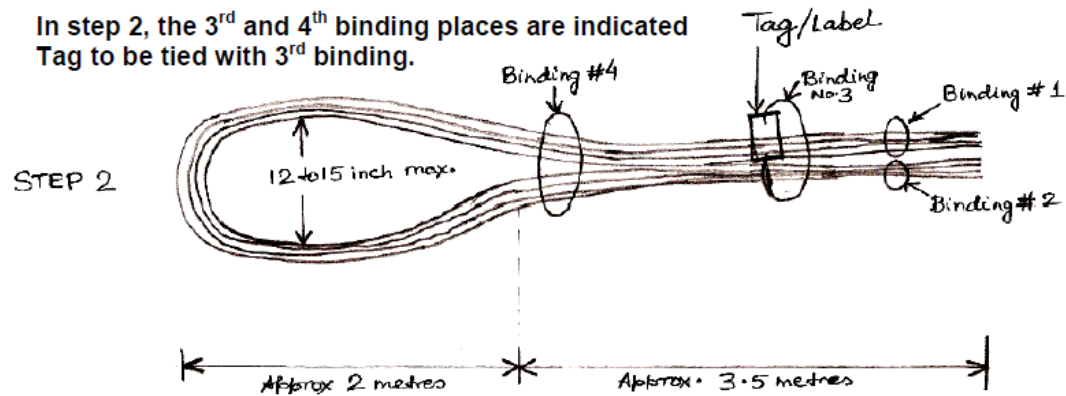
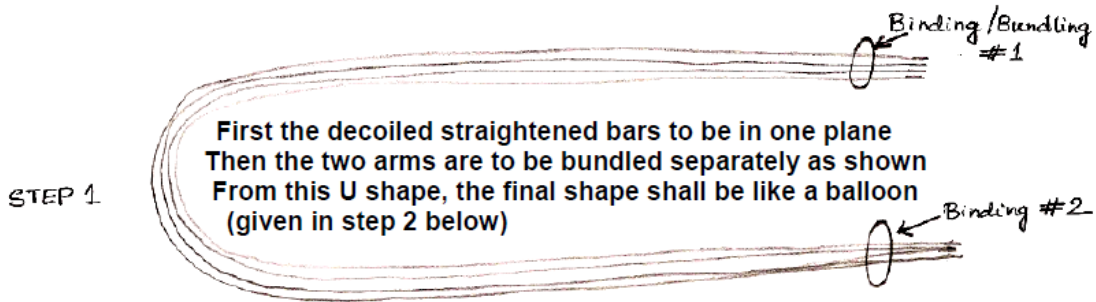
Tags

Tags will be affixed on each bundle by the contractor. The Tags will be supplied by the contractors as per the format given in Annexure XII. A sample of the tag shall be provided prior to commencement of work and contractor is required to adhere to the type and thickness of sheet, dimensions, content etc. as per the sample. Decision of the WHM in this regard shall be final and binding.

(Sketch of bundling procedure on next page)

ANNEXURE – XI

Diagram to show bending, bundling specifications for decoiled TMT Bars :



Ratio of balloon shape portion and straight portion is given above.

NUMBER OF PIECES AND APPROX WEIGHT OF BUNDLE

8mm	20 Pieces	96.2 Kg per bundle
10 mm	13 pieces	96.2 Kg per bundle
12 mm	9 pieces	96.2 kg per bundle

6mm 32 Pieces

ANNEXURE – XII

Following is the sample of the label / tag for 8mm only. For 10 and 12 mm also same design shall be applicable. The tag shall be of plastic material with two holes on both sides (depicted in the sample).

