



THE RAJASTHAN SMALL INDUSTRIES CORPORATION LTD. JAIPUR

(A Government of Rajasthan Undertaking)

Udyog Bhawan, Tilak Marg, C-Scheme, Jaipur-302005 (Rajasthan)

Phone: 0141-5115760-63 Fax: 0141-5115766

Website: www.rajsico.gov.in * e-mail: rajsico@rajsico.in

No. RSIC/ I & S./2010-11/

Date:

NOTICE FOR EXECUTING MoU WITH IRON & STEEL REGISTERED CONSUMING UNITS FOR THE YEAR 2010-11

Iron & Steel registered SSI Units of the year 2010-11 may enter into an Memorandum of Understanding with the Corporation for lifting of Iron & Steel material during the year 2010-11. The MoU with the following terms and conditions may be executed on non judicial stamp paper upto

SSIC rebate

As per following slab system SSIC rebate received by the Corporation will be pass on to the Units under MoU with the RSIC and balance after completion of MoU successfully at the end of financial year.

Proposed Qty. For MoU	Total Rebate Allowed	Rebate at invoice Stage	Balance after completion of MoU successfully at the end of financial year.
1.	2.	3.	4.
1000 to 3000 MT	Rs. 200/- per MT	100	100
3001 to 5000 MT	Rs. 300/- per MT	150	150
5000 and above	Rs. 375/- per MT.	200	175

Note: If SSI Units fails to complete MoU no SSIC rebate other then at mentioned in column 3 will be payable.

On non Judicial stamp paper of Rs. 100/-

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made on this theday ofat Jaipur between The Rajasthan Small Industries Corporation Limited (A Government of Rajasthan Concern), Udyog Bhawan, Tilak Marg, C- Scheme, Jaipur through its Company Secretary, Shri Ravi Agarwal (hereinafter called the Corporation) which expression unless contrary to the context hereof, shall mean and include its successors, representative and permitted assign of the one part and M/s. through its Prop / Director /Partner.....Shri(hereinafter call the unit) which expression shall mean and include its representative, successors and assigns on the other part.

Whereas the Unit is registered as a small scale industry vide registration No.....
Date of M/s. at
District Industries Center.....District.....of
Department of Industries Government of Rajasthan and is working at
.....and therefore, wishes to purchase.....

From the Corporation as actual user, Unit has to produce Entrepreneur Memo (EM) from the concerned DIC under MSME Act, 2006 within 15 days.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSES AS

1. The main objective of entering into this Memorandum of Understanding is to build up as dedicated clientele with consistent off-take during the year.
2. That the period of this Memorandum of Understanding is from.....
to 31.03.2011 unless it is mutually extended by the consent of both the parties.
3. The unit has agreed to purchase.....MT.....(name of item) from the Corporation. The said items..... Would be those manufactured and supplied by producers SAIL/RINL to the Corporation. For this agreed quantity SSIC rebate Rs. per MT will be pass on and given to the unit at the end of the year after successful completion of the Memorandum of Understanding. If material is lifted above the committed MoU quantity SSIC rebate will also be given on the quantity lifted in excess.
4. Out of the existing JPC/SSIC rebate of the Rs. 550/- per M.T. the Corporation shall pass on to the manufacturer Rs. per M.T. keeping the balance with it to meet the administrative expenses. The JPC/ SSIC rebate of Rs. per M.T. shall be passed on to the manufacturer in the following manner.
 - (a) Rs. Per M.T. at the invoice stage if the SAIL allows the JPC rebate at invoice stage otherwise it will be paid after it is received from SAIL within 15 days of its receipt.
 - (b) Rs. per M.T. after lifting the entire contracted quantity within the prescribed period within such extended period as mutually agreed upon between both the parties, the amount will be payable by the Corporation after receipt of the amount from SAIL
5. The delivery of the material shall be taken by the unit, from Jaipur / Kota SAIL yard and / RINL stock yard, Jaipur.
6. In case of direct dispatch / delivery from main producer plant or railway siding Kanakpura, Jaipur / Kota the material shall be taken by the unit at its own cost i.e. unloading from wagons and loading on trucks, operation charges etc. including railway freight, wharfage, demurrage and any other charges etc. will be borne and paid by the MoU Units under dispatch intimation to RR basis. All the documents related to direct dispatch material will be provided to the units by the Corporation only after receipt from the main producer.

In case of direct dispatch through road unit will provide copy of plant receipt invoice, challan, GTR inter State taxation / VAT form etc. within 24 hours from the receipt of the material to the Corporation..

7. In case the unit fails to lift the material offered to it by the Corporation or fails to lift any part of the quantity offered by the Corporation, the unfitted quantity will be treated as served and accordingly it would be treated as lapsed irrespective whether the offered quantity was as per the size, section and grade registered by the unit.
8. Any liability on account of wharfage / demurrage / detention charged etc. to the railway / road transport because of the delivery unloading of material or removing the same etc. From the railway siding will that of the unit.
9. That the rate of the material would be same which SAIL RINL supplies the material to the Corporation at its stock yards / plants and any increase or decrease in prices or in statutory duties and levies i.e. excise, sales tax, octroi and railway freight, VAT etc. as applicable would be payable by the unit.
10. If the Corporation is unable to supply the complete assured quantity within the specified period of the contract because of SAIL / RINL failure or any other circumstances beyond the control of the Corporation or any ground or otherwise the unit have no right to claim compensation on any ground whatsoever from the Corporation and the Corporation shall not be held liable in this regard including non supply or short supply.
11. In case of a quality detectable merely on physical inspection the same may be reported with seven days of receipt of the material from SAIL / RINL or as per norms / dead line prescribed by SAIL / RINL. Whichever is earlier. But before lifting the same if such defect is because of damage caused due to mishandling of the material by railway / road transporter, than a claim be lodged with railway / road transporter. The Corporation shall not be responsible for any loss / damage caused to the goods in transit or otherwise.
12. Benefits received from SAIL / RINL like SSIC rebate, turnover discount, consistency discount shall also be passed on to the MoU SSI units and credited to the accounts of the units at the expiry of the financial year and payable only after successful completion of Memorandum of Understanding who have entered into this agreement with the Corporation. I.F.C. will be payable to all the M.O.U. Units who have entered into this agreement, as and when it is received from SAIL/RINL.
13. The unit shall not be entitled to any benefits like SSIC slab rebate, TOD, IFC, Consistency discount etc. if the material purchased by unit is sold in the open market as a trade instead of using the same as actual user.
14. The Corporation will issue release advise in favour of the unit and issue the delivery challans after receipt of payment from the Unit either in cash or by DD / Pay order/RTGS. In case of cheques the delivery of goods / release order shall be given after encashment of cheques and the cheque in favour of SAIL / RINL will be given next day.
15. If the unit lifts material more than the committed quantity, TOD will be permitted on actual quantity lifted by the unit only after receipt of TOD from SAIL / RINL.

16. The unit would be entitled to TOD at the same rate at which it would have obtained TOD from SAIL / RINL had the unit entered into an MoU for flat / long products with SAIL / RINL on its own strength for purchase of agreed quantity.
17. Quantity of supply in a month will normally be reckoned with reference to RRs/ Challan raised during the month of direct dispatch / stockyard deliveries respectively and applicable benefits shall be paid accordingly. In case of direct dispatch by road, date of plant invoice would be reckoned as the date of dispatch.
18. In case RSIC is not able “ supply material against accepted orders of the unit during March,2011 the backlog as on 01.04.2011 may be considered by RSIC for servicing till 30.04.2011”. The price applicable shall be priced prevailing on the date of challan for stockyard delivery. Such quantity against backlogs would be deemed to have been supplied against Memorandum of Understanding for the year 2010-11 and associated benefits would be passed on accordingly.
19. In case of lifting less than agreed/ committed quantity, the unit will not be entitled to TOD, Consistency discount, SSIC slab rebate etc. as mentioned above. Units are entitled to get these benefits only after successful completion of the Memorandum of Understanding at the end of the financial year.
20. The unit will maintain consistency in lifting material by purchasing at least minimum 20% of agreed quantity in every quarter and thereafter at least 5% of agreed quantity in each month.
21. If actual lifting during the six month falls below 40% of the as greed quantity, the Corporation may treat the Memorandum of Understanding terminate.
22. In case of any breach of contract conditions / any such act of the unit by which the Corporation losses its goodwill / revenue, it will be recoverable / compensatiable from the unit by the Corporation from the benefits payable under this MoU.
23. Disribution policy for the year 2010-11 will also be part of this MoU.
24. In case of any dispute in relation to this contract, interpretation on any matter incidental to this contract, the same shall after a written notice by either party of contract to the other party of contract shall be referred to arbitration by the sole arbitrator. The CMDS/MD of the Corporation or his nominee will act as the Sole Arbitrator and his / her decision will be binding on the parties. The parties have agreed to this knowing fully that the CMD/ MD is interested in the affairs of the Corporation.

For

For

Witness

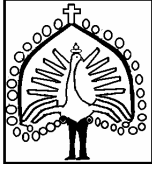
Witness

1.

1.

2.

2.



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Website: www.rajsico.gov.in * e-mail: rajsico@rajsico.in

No. RSIC/ RM./2010-11/

Date:

General Manager / Incharge

District Industries Centre

Ajmer / Alwar / Banswara / Baran / Bharatpur / Bhilwara / Bhiwadi / Bikaner / Bundi / Chittorgarh / Churu / Dausa / Dungarpur / Dholpur / Hanumangarh / Jaipur Urban / Jaipur Rural/ Jaisalmer / Jalore/ Jodhpur / Kota / Nagaur / Pali / Rajasamand / Swaimadhapur / Sikar / Udaipur / Karoli / Jhunjhunu / Jhalawar / Sirohi / Sri Ganganagar / Tonk.

Dear Sir,

Sub: Registration for Iron & Steel consuming units for the year 2010-11.

On the subject mentioned above a notice has been published in the Hindi Newspaper Rajasthan Patrika and Rastradut dated 28.05.2010 for registration for Iron & Steel consuming units for the year 2010-11 (photo copy of notice published is enclosed). The Units desiring to get registered with the Corporation for the year 2010-11 for above items may apply upto 23.06.2010 in the enclosed Registration Forms duly completed in all respects for Iron & Steel items.

In this connection you are also requested to please intimate about this to all the SSI units, Associations and information Centres of your district. Units may also visit Corporation website: www.rajsico.gov.in in this regard. Copies of forms may be made available to the applicant SSIs and these will be submitted through the concerned DICs with the prescribed certificate.

ASSTT. GENERAL MANAGER (DISTRIBUTION)

Encl: 11 Pages.

लौह इस्पात वितरण नीति वित्तीय वर्ष 2010 – 11

क्रसं	वित्तीय वर्ष 2010-11 की नीति
1.	निगम भारत सरकार के इस्पात मंत्रालय द्वारा जारी वितरण नीति का अनुसरण करेगी ।
2.	निगम पारदर्शिता पूर्वक इकाईयों के पंजीकरण हेतु राज्य के मुख्य समाचार पत्रों में विज्ञापित देगा तथा नई इकाईयों से जो निगम में पहली बार व्यवसाय के लिये आवे राशि रु0 1000/-निर्धारित फार्म के साथ पंजीयन शुल्क के रूप में जमा कर वायेगा। शेष इकाईयों बिना पंजीयन शुल्क के निर्धारित फार्म प्रस्तुत करेगी ।
3.	निश्चित तिथी के पश्चात चालू वर्ष में कोई पंजीकरण नहीं किया जावेगा
4.	किसी भी प्रकार की अमानत राशि नहीं ली जानी प्रस्तावित है क्यों कि यह शर्त निगम में 2008-09 से पहले कभी नहीं रही । यह शर्त वित्तीय वर्ष में रखी गई थी जिसके परिणाम निगम हित में नहीं रहे तथा वर्ष 2008-09 एवं 2009-10 में मात्र कमश: 17241 मै.टन एवं 4377 मै.टन का व्यवसाय ही हो पाया जबकि इससे पूर्व वर्ष 2007-08 में निगम में लौह इस्पात का सराहनीय व्यवसाय 53960 मै.टन का किया गया । बतौर अवलोकनार्थ गत वर्षों का व्यापारावर्त संलग्न है ।
5.	डायरेक्ट डिस्पेच बुकिंग हेतु 50000/- प्रति वैगन अग्रिम राशि ली जावेगी जो अन्तिम वैगन डिलीवरी के समय समायोजित करदी जावेगी यदि कोई इकाई बुकिंग का माल नहीं लेती है तो यह माल स्टॉक यार्ड में स्थानान्तरित करवा दिया जायेगा व सेल द्वारा जो राशि डेबिट की जावेगी वह इकाई की अग्रिम राशि में से कटौति करली जावेगी ।
6.	जिला उद्योग केन्द्र केन्द्रों पर स्थाई पंजीकृत इकाई को ही कच्चा माल उपलब्ध करवाया जायेगा ।
7.	लघु उद्योग इकाई को जारी जिला उद्योग केन्द्र प्रमाण पत्र में अंकित क्षमता से अधिक कच्चा माल उपलब्ध नहीं करवाया जायेगा ।
8.	एम.ओ.यू. लघु उद्योग इकाई को विफलता की स्थिति में शेष परिलाभ यथा बकाया एस. एस. आई. सी. रिबेट , टी.ओ.डी., कन्सिस्टेंसी रिबेट इत्यादि का लाभ देय नहीं होगा जबकि नियमानुसार आई. एफ.सी. देय होगी ।
9.	अतिरिक्त आवंटन को अध्यक्ष एवं प्रबन्ध निदेशक महोदय की अनुमति से अनुपातिक आधार पर वितरित किया जायेगा ।
10.	इकाई पंजीयन के समय निगम अधिकारी सम्बन्धित जिला उद्योग केन्द्र प्रतिनिधि के साथ इकाई का निरीक्षण करेगे । उपयोगिता जाँच हेतु सम्बन्धित जिला उद्योग केन्द्र को वितरण सूची उपलब्ध करवाई जायेगी तथा वितरण नीति/एम.ओ.यू. उपबन्धों की पालना न करने पर माल नहीं दिया जायेगा एवं वांछित कार्यवाही की जावेगी ।
11.	इकाई को आवंटन भारत सरकार से प्राप्त आवंटन को आधार मान कर अनुपातिक आधार पर आवंटित किया जायेगा ।
12.	यदि निगम को अतिरिक्त आवंटन प्राप्त होता है तो अनुपातिक आधार पर, मांग के अनुसार वितरित किया जायेगा ।
13.	वर्ष 2010-2011 हेतु एम.ओ.यू. इकाईयों हेतु एस.एस.आई.सी. रिबेट निम्नानुसार पारित की जायेगी :- 1000 से 3000 मै. टन 200/- प्रति टन 3001 से 5000 मै. टन 300/- प्रति टन 5001 से अधिक पर 375/- प्रति टन इन्वॉइस स्टेज पर कमश: 100/- 150/- एवं 200/- प्रति मै.टन रिबेट जारी की जायेगी । बशर्ते निगम को एस.एस.आई.सी. रिबेट प्राप्त हो गई हो । एम.ओ.यू. मात्रा को बढ़ाना या घटाने का निर्णय उत्पादकों द्वारा निगम को अवसर प्रदान करने पर ही किया जायेगा । एम.ओ.यू.की विफलता पर कोई अतिरिक्त व अन्य लाभ देय नहीं होंगे जबकि नियमित प्राप्त होने वाली आई.एफ.सी. राशि त्रैमासिक आधार पर दी जायेगी । तथा एम.ओ.यू. विफलता की दशा में अन्य कोई लाभ देय नहीं होंगे । नॉन एम.ओ.यू. इकाईयो के लिये प्रति मै.टन एस.एस.आई.सी. रिबेट में से निम्नानुसार रिबेट दिये जाने पर सहमति बनी :- 1. प्रारंभ से 200 मै.टन तक 150/- प्रति टन वार्षिक 2. 200 मै.टन से उपर 200/- प्रति टन वार्षिक नॉन एम.ओ.यू. इकाईयों को माल की आपूर्ति एम.ओ.यू. इकाईयों को प्राथमिकता दिये जाने

	के उपरान्त शेष बचे माल में से ही मांग व उपलब्धता के अनुसार आवंटन होगा।
14.	उत्पादकों से प्राप्त आई.एफ.सी. टी.ओ.डी. कन्सिस्टेन्सी त्रैमासिक दरों में अन्तर राशि का भुगतान सेल से प्राप्त होने पर ही देय होगा। एस.एस.आई.सी. रिबेट भी उत्पादकों से प्राप्त होने की स्थिति में दी जावेगी।
15.	पंजीकृत इकाईयों अग्रिम भुगतान निगम के पास आर.टी.जी.एस./बैंक ड्राफ्ट से जमा करवायेगे भुगतान प्राप्ति की पुष्टि होने के उपरान्त निगम मुख्य उत्पादकों के नाम कीमत का चैक भेजकर डी.ओ. बनवाया जावेगा/दस्तावेज छुडवाये जायेंगे जिनका माल सीधा यार्ड से उठाना/उठवाया जायेगा।
16.	सेल के साथ एम.ओ.यू. वार्षिक उपार्जन हेतु किया जायेगा।
17.	इकाईयों के साथ एम.ओ.यू. लौह इस्पात आपूर्ति हेतु किया जायेगा।
18.	घोषणा पत्र नॉन जुडिशियल स्टॉम्प पर इकाई को देना होगा।
19.	<p>(ए) एक ही आर.आर. एवं विभिन्न साईज का माल अलग-अलग वैगन में आने की स्थिति में इकाईयों से शपथ-पत्र लिया जाना प्रस्तावित है कि यथा संभव निगम मांग के अनुसार वैगन देगा परन्तु किन्हीं स्थिति में कोई कोईल () किसी दूसरे के वैगन में आ जाती है तो इकाई को स्वीकार्य होगा।</p> <p>(बी) यदि एक ही आर.आर. में 2 या 3 इकाईयों का माल आ जाता है तो सभी इकाईयों एक मुश्त राशि जमा करावे, जो भी इकाई देरी से राशि जमा करायेगी और जिस इकाई द्वारा राशि जमा करवा दी गई है उनके सभी वारफेज/डेमरेज को वहन करना होगा।</p> <p>(सी) प्रत्येक माह 5 तारीख डाईरेक्ट डिस्पेच बुकिंग एवं स्टॉकयार्ड की बुकिंग 23 तारीख तक देय होने पर ही माल बुक करवाया जायेगा।</p> <p>(डी) किसी भी प्रकार का संशोधन, घटाना, बढ़ाना व नीति आदि में परिवर्तन इत्यादि शक्तियाँ अध्यक्ष एवं प्रबन्ध निदेशक महोदय के पास ही होंगी।</p>

Annexure – “A”

REGISTRATION FORM

The Rajasthan Small Industries Corporation Limited
Udyog Bhawan,
Jaipur.

Dear Sir,

We are pleased to furnish following latest information of our SSI Unit and book the annual requirement of Iron & Steel for the year 2010-11 duly verified by the respective District Industries Centres.

S. No.	Required Information	Details
1.	Name of Unit	
2.	Address of the Unit	
3.	Address of corporate office	
4.	Phone, Fax & Mobile No. of Unit with name of contact person.	
5.	Whether Unit is Prop /Partnership / Pvt. Ltd / Limited (Attach relevant certified document)	
6.	DIC Permanent Registration No. & year (Photocopy be enclosed)	
7.	Affidavit may be submitted in lieu of competency certificate issued by DIC by the Unit.	
8.	PAN Copy of returned filed be enclosed.	
9.	Latest VAT assessment certificate (Photocopy be enclosed) Optional	
10.	Last one year audited balance sheet of the Unit as declared by Unit.	

11.	TIN No. (Certified copy be enclosed)	
12.	Items being manufacturing in the Unit	
13.	Installed capacity of the Unit	
14.	Working / used capacity of the Unit	
15.	Turnover of the Unit of last three year (Optional)	
16.	Quantities & category of Iron & Steel consumed by the Unit during 2009-10	
17.	Quantities & category of Iron & Steel procured from RSIC. Details is to be given (Optional)	
18.	Quantities & category of Iron & Steel procured from open market. Details is to be given (Optional)	
19.	Actual requirement of Iron & Steel to be booked for the year .Details of quantity & category is to be given.	
20.	Details of destination address where Iron & Steel is required.	
21.	Registration fees Rs. 1,000/- is to be deposited along with registration form by way of cash DD/Banker's cheque in favour of The Rajasthan Small Industries Corporation Ltd., Jaipur payable at Jaipur without which registration will not be considered. (For new	Cash receipt No. date..... For Rs. 1,000/- for new Units only. (Photocopy cash receipt be enclosed)

	units only)	
22.	List of certified copies of documents attached	1. 2. 3. 4. 5. 6. 7. 8. 9. 10.

I / We have gone through carefully Iron & Steel distribution policy for the year 2010-11 of RSIC Ltd. and agree to abide by all the terms and conditions motioned in the aforesaid distribution policy of the Corporation for the year 2010-11.

Affidavit in the prescribed form on a non-judicial stamp paper of Rs. 100/- is enclosed.

Thanking you,

Yours faithfully,

Authorized Signatory

Name

Designation with Seal.....

CERTIFICATE

It is certified that the above information furnished by the Units are found correct and verified after field verification.

Signature of the Officer Incharge of the respective
DIC
With seal

Name.....

Designation.....

Annexure – “C”

On a Non Judicial Stamp Paper of Rs. 100/-

AFFIDAVIT

I / We.....

Undertake that we are consumers of Iron & Steel in small / medium Sector of Rajasthan having annual requirement uptoTonne. We also undertake that Iron & Steel purchased from The Rajasthan small Industries Corporation Limited (RSIC) will not be resold or traded but it will be utilized properly by us as end user and in case we are found defaulter or make breach of any of the conditions, the RSIC Ltd. Shall be entitled to stop supply of Iron & Steel to us and take necessary legal action as per law .

For.....

Authorized Signatory
(Name & Company Seal)
Phone No.....

Fax No.....



The Rajasthan Small Industries Corporation Ltd.
(A Government of Rajasthan Undertaking)
Udyog Bhawan, Tilak Marg, C-Scheme Jaipur-302005
Phone: 0141-5115760 Fax: 0141-5115766
website: www.rajsico.gov.in email: rajsico@rajsico.in

आमंत्रण

लघु उद्योग इकाईयों का वर्ष 2010-11 के लिये लौह इस्पात आपूर्ति हेतु पंजीयन

निगम द्वारा भारत सरकार से आवंटित लौह इस्पात का उपार्जन कर लघु उद्योग इकाईयों को उत्पादन कार्य हेतु उपलब्ध करवाया जाता है। इच्छुक लघु उद्योग इकाईयां वर्ष 2010-11 के लिये निर्धारित प्रपत्र में संबंधित जिला उद्योग केन्द्र से अपना आवेदन पत्र प्रमाणित करवाकर, मय निर्धारित पंजीकरण शुल्क के दिनांक 23 जून, 2010 तक निगम में पंजीयन करावें ताकि समय-समय पर आवंटित लौह इस्पात उपलब्ध करवाया जा सके। इकाईयों की पात्रता निगम द्वारा तय की जायेगी। विस्तृत जानकारी के लिये हमारी वेबसाईट देखें अथवा कच्चा माल वितरण शाखा प्रभारी सहायक महाप्रबन्धक (वितरण) से दूरभाष पर सम्पर्क करें।

अध्यक्ष एवं प्रबन्ध निदेशक

राष्ट्रदूत 28.5.2010



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आमंत्रण

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निगम द्वारा भारत सरकार से आवंटित लौह इस्पात का उपार्जन कर लघु उद्योग इकाईयों को उत्पादन कार्य हेतु उपलब्ध करवाया जाता है। इच्छुक लघु उद्योग इकाईयां वर्ष 2010-11 के लिये निर्धारित प्रपत्र में संबंधित जिला उद्योग केन्द्र से अपना आवेदन पत्र प्रमाणित करवाकर, मय निर्धारित पंजीकरण शुल्क के दिनांक 23 जून, 2010 तक निगम में पंजीयन करावें ताकि समय-समय पर आवंटित लौह इस्पात उपलब्ध करवाया जा सके। इकाईयों की पात्रता निगम द्वारा तय की जायेगी। विस्तृत जानकारी के लिये हमारी वेबसाईट देखें अथवा कच्चा माल वितरण शाखा प्रभारी सहायक महाप्रबन्धक (वितरण) से दूरभाष पर सम्पर्क करें।

अध्यक्ष एवं प्रबन्ध निदेशक