

#### NATIONAL SMALL INDUSTRIES CORPORATION LTD.

## (A Government of India Enterprise)

# 25, KSSIDC INDUSTRIAL ESTATE, RAJAJI NAGAR 6Th BLOCK, BANGALORE 560 010.

Phone: 080-23109059,080-23307791,080-23386578 Fax: 080-23300070 Website: www.nsic.co.in, www.msmeshopping.com, www.msmemart.com

## **Southern Region: Bengaluru**

#### **Tender**

#### For

Storage, Handling and Operation of Stockyard (Space of 10000 to 25000 sq. ft.) at Bengaluru for an estimated quantity of 1000 MT Per Month of Aluminum Wire Rod and INGOTS, LEAD, NIKLE, TIN, COPPER and/or any other products of M/s LYKOS for 1 year.

Ref. No.: NSIC/BO/BNG/STKYRD/LYKOS/2017 Dated: 25.07.2017

## (Techno Commercial Bid)

Last date of receipt of tender : 03.08.2017 (15:00 hrs)

Date of opening of Technical Bid : 03.08.2017 (16:00 hrs)

(M Sreevatsan) Senior Branch Manager

Signature of the Contractor Name, Designation of the Signatory	
Name of the Company & Seal:	
Date:	

## **DISCLAIMER**

- The tender published on this site are for public dissemination for the tendering activities of NSIC as per CVC guidelines.
- The bidders who download the tender documents should not edit or modify, the documents in any manner. If any discrepancy is observed between the submitted bids and master documents of NSIC, the same will amount to tampering of the documents and a breach. Such bids will be rejected.

Signature of the Contractor Name, Designation of the Signatory	
Name of the Company & Seal:	
Date:	

Ref. No.: NSIC/BO/BNG/STKYRD/LYKOS/2017 Dated: 25.07.2017 To.

Sub: Notice inviting Tender for Storage, Handling and Operation of Stockyard (Space of 10000 sq. ft. to 25000 sq. ft) at Bengaluru for an estimated quantity of 1000 MT per month of Aluminum Wire Rod and Ingots, LEAD, NIKLE, TIN, COPPER and/or any other products of M/s LYKOS for the period 1 year.

Dear Sir (s),

Tenders in 2 part tendering system i.e. Techno Commercial Bid (par-I) and Price Bid/BOQ (part-II) are invited on our website <a href="www.nsic.co.in">www.nsic.co.in</a> for quoting the rates for storage, handling and operation of stockyard at Bengaluru for Aluminum Wire Rod and Ingots, LEAD, NIKLE, TIN, COPPER\_and/or other products of M/s LYKOS.

1. The bid shall be submitted in two parts namely "Techno Commercial Bid (Part-I)" which is as per table of contents and "Price Bid/BOQ (Part-II)" strictly in the following manner:

#### a. Techno Commercial Bid:

- i. Acceptance of General conditions of contract and special conditions of contract by way of signing on each page of Annexure-I & II.
- ii. Address of Proposed stockyard at Annexure-III.
- iii. Complete information and documents indicated at Annexure IV to X.
- iv. Special instructions to bidders check list for submission of offer by signed on each page.
- v. Submission of copy of the un-priced bid. Any condition attached in the price format not indicated in the un-priced bid shall be ignored during evaluation.

The "Techno Commercial Bid" shall be filed, signed, stamped and submitted to this office at below address.

The National Small Industries Corporation Limited, (A Govt. Of India Enterprise)
No. 25, Ist Main Road, KSSIDC Industrial Estate, 6th Block Rajajinagar, Bangalore - 560010.

Note: The **Techno commercial Bid** should not contain the rates offered by the tenderer.

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#### b. Price Bid:

The "Price Bid (Part-II)" should contain the rates for the various service charges and should be submitted strictly as per the format at Annexure-XI. The "Price Bid" should be submitted in the format given only.

- 2. Please go through the 'instruction to the Bidders for the submission of bids carefully before submission of bids online.
- 3. The tender for "Storage, handling and operation of stockyard at Bengaluru with the above tender reference number, and should be submitted on or before 03.08.2017 latest by 15:00hrs.

The Techno Commercial Bids will be opened at 15:00hrs IST of 03.08.2017. In case any holiday is declared on the scheduled date of tender receiving/opening, the date will be the next working day or thereafter at the earliest convenience. The stockyard sites proposed would be visited by NSIC Authorities/Committee Members after opening of Techno Commercial Bids. Price bids of techno-commercially qualified parties only shall be considered foropening.

Earnest Money Deposit (Including GST): Earnest Money Deposit of Rs 29,500/- (Rupees Twenty Nine Thousand Five Hundred Only) and Tender Fees of Rs. 2,360/- (Rs. Two Thousand Three Hundred and Sixty Only) will have to be submitted by the participating agency in the form of DD in favour of "National Small Industries Corporation Limited (Payable at Bangalore)" and will only be returned after selection of final bidder. Agencies registered with NSIC are exempted from the payment of Tender Fees and EMD.

**4.** NSIC reserves the right to accept or reject, partly or fully, any or all the bids without assigning any reason whatsoever.

Thanking you.

Yours faithfully, For National Small Industries Corporation Limited

(M Sreevatsan) Sr. Branch Manager

Signature of the Contractor
Name, Designation of the Signatory
Name of the Company & Seal:
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## **Annexure-I**

Signature of the Contractor Name, Designation of the Signatory	
Name of the Company & Seal:	
Date:	

## **General Conditions of Contract**

#### For storage, Handling & Operation of Stockyard at Bengaluru.

#### A. Scope of Work:

NSIC is desirous of appointing an agency for storage, handling and operation of stockyard at Bengaluru for Aluminum Wire Rod and Ingots, LEAD, NIKLE, TIN, COPPER\_and/or other products of M/s LYKOS.

The terms & conditions on the contract will be as mentioned hereunder.

- 1. The agency shall arrange for pucca and covered safe godown space measuring approx. 10000 sq. ft to 25000 sq.ft. at their cost and store the material in such godowns. Agency shall be responsible for making watch & ward arrangement for the godowns and shall take all steps for proper custody of the goods from the time of unloading till the disposal of goods.
- 2. Agency, shall facilitate weighing of materials with the help of adequate number of weighing scales. All Charges for weighment of material during receipt as well as dispatches to be borne by agency. They will also provide crane, forklift, chain pulley, belt sling facilities for unloading, stacking & delivery of products requiring mechanical handling in the warehousing and / or manual labour as may be required.
- 3. On arrival of the consignment at the warehouse, agency shall undertake all the work connected with the unloading, weighing and stacking of all categories of products & loading the same at the time of delivery as may be assigned to them by NSIC.
- 4. That agency will carry out the instructions issued by the NSIC from time to time in respect of sales of Aluminum Wire Rod and Ingots, LEAD, NIKLE, TIN, COPPER\_and/or other products and for that purpose M/S. LYKOS will have an overall supervision and access to agency's godown.
- 5. That M/S. LYKOS will dispatch material from their /or from other stockyards to agency's godown at Bangalore. On arrival of materials, agency will collect relevant dispatch details/documents from transporters / M/S. LYKOS's Office. The said materials on receipt at godown will be unloaded by agency and necessary receipt on unloading shall be duly issued and also sent immediately to M/S. LYKOS's office. On receiving the material, agency will ensure that the description and quantity is in conformity with the description given on the

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Challan. Any discrepancy greater than +/- 0.5% need to be informed to M/S. LYKOS immediately and would be sorted out by joint inspection by M/S. LYKOS and the agency.

However, in the event of any shortage, agency will obtain shortage certificate from transporters and immediately inform M/S. LYKOS's office for lodging claims with the Transporters/Insurance Co.

- 6. That the agency will deliver the material only against delivery instructions issued by authorized signatory of M/S. LYKOS's office and send the documents immediately/next working day. Agency will also obtain customer's signature thereon, to the effect that they have received the material as per the challan-cum-invoice. Wherever required, agency will also obtain L/Rs from concerned transporters on delivery of material, as per M/S. LYKOS's instructions & courier the same immediately/next working day. Xerox copies of test certificates have to be provided by the agency along with invoices to customers.
- 7. M/S. LYKOS shall send dispatch intimation to agency by fax/e-mail. Agency shall intimate to M/S. LYKOS all consignment remaining in transit for more than a month from the date of dispatch to enable M/S. LYKOS to lodge claims with transporters/ Insurance Company for missing trucks/shortage
- 8. Agency will send a stock report daily along with the copies of L/R, etc. in respect of sales upto that period along with a statement showing item-wise breakup of stocks received, delivered and balance material in warehouse. Agency's official should be present strictly on all working days of M/S. LYKOS.
- 9. That the agency shall take all steps for proper custody of the goods from the time of unloading in premises till its disposal and any loss or shortage during such custody shall be borne by agency. Any type of charges applicable at the time of unloading, loading etc will have to be borne by the agency & should be inclusive of rates quoted by the agency. No extra charges will be paid by the transporters belonging to either M/S. LYKOS or its customers. However, any Octroi or such other similar statutory/local charges as may be raised under any local laws; the same shall be borne by M/S. LYKOS against, proper receipt. M/S. LYKOS would pay the restrapping charges upon receipt from M/S. LYKOS as per agreement for Aluminum Wire Rod and Ingots, LEAD, NIKLE, TIN, COPPER and/or other products. However, for such restrapping quantity, the basis would be quantities specifically mentioned to be rebundled on the Challan/LR at the time of receipt of metal at the stockyard by road.

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- 10. That the agency shall not have any right to pledge or hypothecate the material and shall hold the material on behalf of M/S. LYKOS. Agency will exhibit near entrance to the godown in a permanent place indicating the ownership of M/S. LYKOS in respect of the goods stored therein.
- 11. That agency shall maintain proper record of accounts in respect of receipts of stocks and dispatches in respect of stocks received by them at their stockyard at Bengaluru Agency will maintain register and other records/receipts required by GST authorities/any other statutory authority. Agency will give all documents to the M/S. LYKOS's office by 2nd of the month pertaining to the previous month as the statutory returns are to be filed by M/S. LYKOS by the 5<sup>th</sup>.
- 12. Agency shall carry out work on Sundays and Holidays also if exigency arises in the interest of the progress of the work without any extra charges to NSIC. Loading, unloading, stacking operation shall be carried out on a daily basis as advised by M/S. LYKOS office & if necessary during the Sundays and Holidays without any additional charges to NSIC. Notice in advance will be given by M/S. LYKOS to open the godown on holidays Agency's official deputed at M/S. LYKOS's godown would strictly follow only public holidays being observed by M/S. LYKOS's office in addition to Sundays. The designated stockyard in charge of the handling agency should be accessible to M/S. LYKOS and NSIC round-the-clock. Agency should provide contact details (telephone numbers of godown as well as residence/ mobile number) of its official deputed at M/S. LYKOS's godown.
- 13. That the agency shall give all facilities to the representative of M/S. LYKOS and NSIC for checking of stock, stocking arrangements or to conduct surprise stock verification etc at any time without prior intimation.
- 14. That all the records of receipts and deliveries and stock on behalf of NSIC shall be properly maintained by the agency in proper form to be prescribed by M/S. LYKOS and will be made available to M/S. LYKOS and NSIC for internal audit verification, physical examination or for any other purpose.
- 15. That any shortage except those shortages mentioned in para 5 of NIT found during physical verification, cost equivalent to 110% of the value of such losses/damages etc shall be debited to the A/C of agency and recovered/adjusted against service charges payable to the agency on account of sales effected. Agency shall provide additional labour for stock verification if necessary and adequate weighing facilities also without any extra cost.

16. Agency shall take adequate measures/pre-cautions to safeguard the material at warehouse against theft, pilferage, damages of any kind. Any loss/ shortages occurred during storage shall be recoverable from agency without prejudice to any other actions.

#### 17. Stock Delivery

Stock delivery services to be provided under this agreement shall be as follows:

- a. Agency shall arrange to deliver the stocks strictly as per M/S. LYKOS's delivery instructions. The agency shall arrange material handling equipment's for unloading and loading of material on trucks under proper supervision. The agency shall ensure that all trucks reporting at the warehouse during normal working hours are unloaded and released within reasonable time of its reporting. Agency shall be fully responsible for deployment of adequate numbers of forklifts, cranes, manpower and supervision, so that dispatches from agency premises can be effected to maintain M/S. LYKOS's schedule/buyers requirements.
- b. Agency shall be fully responsible to ensure that stocks are delivered by them to the party authorized by M/S. LYKOS and obtain their proper receipts. Agency shall also hand over such documents that may be specified by M/S. LYKOS.
- c. Agency shall load and place the stocks on the trucks in such a manner as to fully utilize truck capacity volume wise/weight wise or as per M/S. LYKOS's instructions.
- d. Agency shall generate required Eway bills under GST registration of M/S. LYKOS for each loaded truck and the Serial number of Eway bill should be mentioned on the top of the respective invoice, which is required for smooth transportation of goods to the customers' godown/factory, as per Sales Tax rules.
- 18. M/S. LYKOS reserves the 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 agency shall not restrict the right of M/S. LYKOS to take recourse to the above parallel arrangement even if notice of termination is not served and contract terminated.
- 19. During the execution of the contract if any accident arises resulting in death or injury to any person including employees of agency, then agency shall be liable to bear all expenses/compensation and indemnify M/S. LYKOS and NSIC from any demands, claim or proceedings occasioned or instituted by such injured person or on his/her behalf.

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- 20. That the agreement entered into with the successful bidder will be governed by the rules and regulations as may be specified by the Govt of India from time to time in so far as they are applicable to the sale and storage of the products covered thereby.
- 21. NSIC or agency shall 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 by either party. However, in the event of any breach of the terms of contract, NSIC/agency will have the right to terminate the contract without notice.
- 22. If agency fails to execute the work and responsibilities and fulfill the terms and conditions of the NIT, NSIC shall have the right to utilize the services of any other party for execution of the contract, and recover from agency charges/expenses/losses/damages suffered by NSIC/M/S. LYKOS. The alternative arrangement at the risk and cost of agency shall be made by NSIC/M/S. LYKOS without any notice. This will be without prejudice to the rights of NSIC/M/S. LYKOS for any action including termination of contract.
- 23. **Volume of Work:** The tentative program of M/S. LYKOS is to handle around 1000 MT per month for a period of one year under this contract with a provision for extension of the contract for further period of 6(Six) months with the same rate, terms & conditions This quantity is purely tentative and it cannot be made an obligation to NSIC and subject matter of any claim or litigation, by agency.
- 24. After expiry of term/ period of the contract or after termination of the contract, agency shall return all the material stored or received in their warehouse. Agency shall have no right to retain M/S. LYKOS's material after termination of contract on any ground except to the extent of payment is due to the agency.
- 25. This agreement would be subject to "Force Majeure" circumstances including Act of God, in the event of stoppage of work in any establishment of M/S. LYKOS/agency due to Riots, Strike, Fire, Tempest, Lockout, Trade disputes, breakdown accident, Government Action/Orders and shortage of material or causes beyond the control of M/S. LYKOS/agency.
- 26. The agreement shall be governed by laws in India and subject to exclusive jurisdiction of courts in Bengaluru. In case of High Court, it is the High Court of Karnataka which shall have the jurisdiction.

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- 27. Stock insurance of the godown shall be arranged by M/S. LYKOS at their cost. Insurance covers will be in favour of M/S. LYKOS. However, for any loss or, damage of stocks arising during handling / storage by agency, agency shall take all actions within prescribed time limit for protection of all interest of NSIC and M/S. LYKOS. In case of any loss or damage of stocks arising during handling / storage agency, NSIC will have the right to recover 110% of the losses/ damages if any, from agency from its pending bills. After, the claim amount is received by M/S. LYKOS from the Insurance Company the same amount shall be refunded to agency.
- 28. The material stored in godown will be the property of M/S. LYKOS. Agency shall have no right, title or change of ownership over the property. Agency will be trustee on behalf of M/S. LYKOS and in the event of any breach occurs; agency will be liable for penal civil action for breach of trust.

#### **B.** Rates and Quotations:

- 1. The rates quoted in the price bid shall be excluding GST. The agency should have valid GST registration.
- 2. The agency should submit proof of valid registration under PF, ESI and GST.

#### C. List of Documents to be submitted

- 1. General conditions of contract duly signed (Annex-I).
- 2. Special conditions of contract duly signed (Annex-II).
- 3. Annex III to X duly filed and signed
- 4. Copy of **un-price bid** duly signed
- 5. Proof of registration under PF/ESI/GST Acts

#### **D.** Contract Period

The duration of contract will be for a period of one year from the date specified in the Letter of Intent (LOI) with a provision for extension of the contract for a further period of 6(Six) months with the same rate, terms & conditions.

#### E. Validity of Offer

The rates quoted by tenderer shall be valid for a period of 120 days from due date of opening of Techno Commercial Bid and the rates once submitted shall not be changed / varied during this period. No claim

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shall lie on M/S. LYKOS for the validity of the offer or for any costs that may arise to the tenderer on account of his participation in the tender.

#### F. Payment Terms

For the purpose of monthly payment to the agency for actual quantity sold/handled in a month, higher value between the following would be considered:

- i. Actual quantity sold I delivered *X* charges for handling per MT.
- ii. Minimum monthly charges

Payment shall be made to the agency on monthly basis by way of e-payment within two weeks from the date of receipt of the bills if found in order and are complete in all respect. The mandate format for this purpose is given in the Annexure-XII. The agency shall deposit the GST so charged with the appropriate authority well in time.

#### **G. Earnest Money Deposit (EMD)**

Public Sectors, Government Agencies and NSIC registered Agencies are exempted from payment of EMD.

#### **H. Arbitration:**

If any dispute or difference arises between NSIC and the Agency with regard to the construction meaning, interpretation or termination of this, recovery of dues and effect of these presents or any part thereof the same shall be referred by either party to the Chairman Cum Managing Director or Director (Finance) or Director (P&M) of the Corporation who shall refer the matter for adjudication to the sole arbitrator, who can be an employee serving or retired of the Corporation or of the other Public Sector undertaking or law faculty member of Government universities or an advocate or a retired judge or any other person considered to be an expert on the subject. There shall be no objection to the said appointment of the arbitrator. The award of the sole arbitrator so appointed shall be final and binding on the parties to the agreement. The cost and expenses of arbitration shall be borne by the unit.

In case, the arbitrator so appointed is transferred, dies, neglects, or refuses to act as an arbitrator or resigns or is otherwise unable to act for any reason whatsoever; it shall be lawful for the Chairman-cum-Managing Director or Director (Finance) or Director (P&M) to appoint another arbitrator in place of such arbitrator in the manner as aforesaid. Such other person shall be entitled to proceed with the reference from the stage where the earlier arbitrator left the proceeding. The venue of the Arbitration shall be at Delhi or at any other place where the Zonal/Branch Office/Technical Centre of the Corporation is situated, at the discretion of the Chairman-cum-Managing Director or Director (Finance) or Director (P&M) and the Court at the respective places shall have exclusive jurisdiction to decide the matter relating the Arbitration referred to the above'.

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#### **Special Conditions of contract**

#### Facilities to be provided by agency at the godown:

- 1. The covered godown shown by agency & approved by NSIC should have an area of approximately 10000 to 25000 sq.ft & should be a single shed without any partition wall. (Additional open space for parking of vehicles and for loading and unloading materials.)
- 2. Two office rooms/cabins with AC is to be provided in the godown for the officials of agency to work and the same could be used by visiting NSIC and M/S. LYKOS officials.
- 3. PC with printer and UPS are to be installed by agency in one of the above rooms/cabins. Provision should be made for an additional standby PC & printer in case of failure of existing ones.
- 4. A toilet is to provide adjacent to godown for use by the officials.
- 5. A generator/inverter of an appropriate capacity to be installed for a power back up for running of the PC, printer, scanner and fan whenever there is power failure.
- 6. Adequate security arrangements are to be provided round the clock at the godown.
- 7. Broadband or similar internet connectivity is to be provided for which agency will facilitate the installation and the cost will be borne by the agency. Provision for standby internet connection is to be made in case of failure of existing one.
- 8. Telephone facilities (two telephones & a fax & a scanner) are to be provided by the agency. At least one 3MT weighing scale to be installed in the godown.
- 9. Godown should have adequate lighting & fan installations.
- 10. At least one computer literate person should be posted at the stockyard as he is to make stock receipt entries, generate computerized invoices & other computer related reports.
- 11. All installations including systems related equipment's are to be maintained by the agency.
- 12. One fork lift, hydra has to be kept available exclusively for M/S. LYKOS on all working days. No. of forklifts, hydras would be increased on days when there is increase in receipt/sales transactions.
- 13. Sufficient parking space should be available in front of the godown for facilitating loading, unloading & parking for smooth working at the godown.

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## **Annexure-III**

## **Proposed Site Address**

Address of Stockyard:	
Tel. No. of godown	
Fax No of godown	
Area of Pucca and covered Godown:	
(Plan/Lay-out of godown to be enclosed)	
The above site will be inspected by NSIC commercial bids. The committee report will form	
Signature of the Contractor Name, Designation of the Signatory Name of the Company & Seal: Date:	

#### **Special Instructions to Bidder**

Bidder is requested to ensure that all supporting documents submitted along with their offer shall be duly attested by the authorized person of the agency who is a bidder.

The non-attested copies of supporting documents shall not be considered for evaluation and the offer will be liable for rejection.

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 are instructed to:
  - 1.1. Visit Site
  - 1.2. Get themselves familiarized with the site conditions
  - 1.3. Read the bid document carefully.
  - 1.4. 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 unavoidable, bidders are instructed to give all deviation(s) at one place in Annexure—VI of tender.
- 3. Please be informed that only deviation statement will be evaluated and considered.
- 4. Deviation (s) listed at any other place shall not be considered at all & 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. 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.

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- 7. No further correspondence shall be entertained for non-submission of any Information/documents/data and the tender shall be evaluated based on the Information/document/data available with the tender.
- 8. Repeated once again that no further correspondence shall be entered for non-submission of any information/documents/data and the tender shall be evaluated based on the information/documents/data available with the tender.
- 9. TENDERERS MAY PLEASE NOTE THE FOLLOWINGS:-

#### 9.1. TENDER COVER & ADDRESS:

9.1.1. Tender [Techno-Commercial part (part-1) & Priced part/BOQ (part-II)] must be submitted to NSIC at below address against the requisite tender.

The National Small Industries Corporation Limited, (A Govt. Of India Enterprise)
No. 25, Ist Main Road, KSSIDC Industrial Estate, 6th Block Rajajinagar, Bangalore - 560010.

9.1.2. All the requisite documents to be submitted in proper format well before Bid closing time.

#### 9.2. TENDER PAPER COST & EARNEST MONEY DEPOSIT.

- 9.2.1. **Details of Tender fees & Earnest Money Deposit (EMD)**. If any, should be submitted along with Part-I, Techno Commercial Bid, Scanned copies of tender fees and EMD are to be uploaded and originals are to be sent/couriered/submit in person to the Tender Inviting Authority so as to reach before the bid closing date. NSIC shall not be held responsible for any delay in receipt of the same.
- 9.2.2. Tender paper cost is to be paid either by **Demand draft/Pay order in favour of**"The National Small Industries Corporation Ltd" payable at Bengaluru.
- 9.2.3. Tenders without EMD, paper cost, and/or not in the prescribed form will be liable for rejection.

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Name, Designation of the Signatory
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Date:

## 9.3. TENDER RECEIVING DATE & OPENING OF PART-I (TECHNO COMMERCIAL BID):

- 9.3.1. Tender (part-I and part-II) is to be submitted at the above address up to date/ time mentioned in Notice Inviting Tender (NIT).
- 9.3.2. Only Techno-Commercial Bid part-I will be opened on the same date mentioned in the NIT or thereafter at the earliest convenience which shall be intimated.
- 9.3.3. Tender containing price in Tech. Bid (part-I) is liable to be rejected.
- 9.3.4. All the pages of tender to be signed before submission.
- 9.3.5. Price/Rate are to be quoted in the BOQ format enclosed. Please be noted that no modification is allowed in the format. Price quoted in any other format shall not be accepted.

#### 9.4. OPENING OF PART-II (PRICE BID):

- 9.4.1. Price Bid/BOQ Part-II of the tender/ offers of only those bidders, who are techno commercially accepted, after detailed evaluation of Techno-Commercial Bid, shall, be opened on later date.
- 9.4.2. The price bid/BOQ (part-II) opening date will be known to techno-commercially accepted parties through the intimation from NSIC.

#### 9.5. OTHER CONDITIONS:

- 9.5.1. NSIC accepts no responsibility for any loss/ delay of non-receipt of offers sent. Offers received incomplete are liable for rejection.
- 9.5.2. 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.
- 9.5.3. NSIC reserves the right to accept or reject any or all bids in part or full without assigning any reason whatsoever.

Signature of the Contractor
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Name of the Company & Seal:
Date:

#### **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 "Techno Commercial" part of the offer.

## Please fill up the information and ensure compliance

ı.	. Covering letter with Tender:		Enclosed				
2.	Tender Document Cost: Submitted		Not applicable				
3.	EMD:	Submitted	Not applicable				
4.	<b>Validity of offer</b> is up to 120 days from the due date of opening of Techno commercial part, as mentioned in NIT/Letter Inviting Tender.						
5.	<b>Annual turnover details:</b> Audited Balance Sheet / Profit & Loss Account statement for the highest turnover during the last 5(five) years.						
6.	Submitted Rs						
	Submitted		Dated				
7.	PAN/GST registration certificate etc, if applicable						
Submitted - PAN/GST			Dated				
<b>8. Details of similar works executed</b> : in the Performa encluded document.			the Performa enclosed in the tender/bidding				
	Submitted		Ref				
Na	nature of the Contractor me, Designation of the Sign me of the Company & Seal: te:	•					

9.	<b>Details of present commitment</b> in the Performa enclosed in the tender/bidding Document.					
	Submitted	Ref				
10.	An overall schedule in the form of bar char construction activities.	rt, clearly indicating all important milestone of the				
	Submitted	Ref				
11.	<b>List of minimum equipment's</b> proposed enclosed in the tender/bidding document.	to be deployed for the work in the Performa				
	Submitted	Ref				
12.						
i	i. <b>Proposed site organization</b> as per Performa enclosed in the tender/bidding document.					
	Submitted	Ref				
ii	Qualification and experience of Resident engineer/Site-in-Charge and other key personnel have been mentioned in the site organization chart					
	Yes	Ref				
iii	. Number of key personnel under diff organization chart	of key personnel under different heads have been mentioned in the Site on chart				
	Yes	Ref				
13.	<b>Power of attorney</b> in favour of persons appropriate value.	who has signed the offer in stamp paper of				
	Submitted	Not applicable				
14.	<b>Information about tenderer</b> in the Perform	na given in the general conditions of Contract				
	Submitted Not applicable					
15.	Partnership Deed in case of partnership from company.	irm and articles of association in case of Limited				
Naı	nature of the Contractor me, Designation of the Signatory me of the Company & Seal: e:					

Submitted	Not Applicable				
16. Declaration regarding relationship with clie	ent's Director.				
Submitted	Not Applicable				
17. Copy of PF code No					
Submitted	PF Code No				
18. Tendering drawing					
Submitted	Not Applicable				
19. Techno-commercial deviation/exceptions (tender/bidding document	(if unavoidable) in the Performa enclosed in the				
Submitted Not Applicable (For "No" Deviation)					
20. Price bid contains no conditions in any techno commercial bid Any condition atta un-priced bid shall be ignored during evaluation.	form Copy of un-priced bid enclosed in the ached in the price format not indicated in the				
Confirmed	Not Confirmed				
21. All the documents furnished are readable	/ Legible				
Yes					
22. All pages/documents are stamped and sign bidder.	ned by the authorized signatory of the Tender/				
Yes					
23. Mandate for E-payment has been duly fille endorsed and counter signed by agency's b					
·					
Signature of the Contractor Name, Designation of the Signatory Name of the Company & Seal: Date:					

## **Annexure-IV**

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

1 2 3 4 5 6 7 8 9	arks
	9

(Documentary proof for above information enclosed)

Signature of the Contractor
Name, Designation of the Signatory
Name of the Company & Seal:
Date:

## Annexure-V

## **DETAILS OF PRESENT COMMITMENTS OF THE TENDERER**

Sl. No.	Full Postal Address of Client & Name of	Description of work	Value of Contract	Date of Commencement	Scheduled completion	State of Completion	Expected date of	Remarks
	Officer-in charge with telex/ telephone No.			of work	period	in % as on date	completion.	
1	2	3	4	5	6	7	8	9

(Documentary proof for above information enclosed)

S	gnature of the Contractor
N	ame, Designation of the Signatory
Ν	ame of the Company & Seal:
D	ate:

# STATEMENT OF DEVIATIONS / EXCEPTIONS TO TENDER TERMS & CONDITIONS

## **NAME OF TENDERER:**

Sl.		of Tender Docu	ment	Cubicat	Deviation / Everation			
No.	Page No.	Clause No.	Para No.	Subject	<b>Deviation / Exception</b>			
1	2	3	4	5	6			
L								

# <u>DETAILS OF EQUIPMENTS PROPOSED TO BE COMMITTED FOR THE WORK.</u> <u>NAME OF TENDERER:</u>

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

(Tenderer to furnish information strictly, as per this Performa)

Sl. No.	Type	Nos proposed to be deployed	Make	Capacity	Location	Owner	Remark
1	2	3	4	5	6	7	8
+							

Signature of the Contractor Name, Designation of the Signatory	
Name of the Company & Seal:	
Date:	

		1		T	T	1	1			
						An	nexure -VIII			
PF	ROPOSED SIT	TE ORGANIS	<b>ATION</b>							
NAME OF TENDERER:										
A TABLE VA AMA IMMANIAN										
The Tenderer is to indicate here the site 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.									
Th	e tenderer is a	also to furnish	the bio-dat	a of the Re	esident Engin	eer & key per	rsonnel to be			
de	ployed at site.									
	Name of Offic	cials	Designatio	n		Details (email-	-id and			
					mobile n	umber)				
Sig	nature of the Co	ntractor								
Na	me, Designation	of the Signator	у							
Na Da	me of the Comp te:	any & Seal:								

#### 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 gross receipts as shown in Profit & Loss Account of duly Audited Balance Sheet for the relevant year(s).

Tenderer is required to submit the documents for the year in which highest Annual turnover (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.

The tenderer with ATO less than Rs. 40.00 Lakhs shall submit the documents at Sl.No.(i) or (ii) and all the documents when ATO is more than Rs. 40.00 Lakhs. In case of failure to submit any of the documents as per requirements, their offer shall not be considered in event of tie.

Signature of the Contractor Name, Designation of the Signatory
Name of the Company & Seal:
Date:

## **LITIGATION HISTORY**

a)	Arbitration cases pending:
b)	Disputed work incompleted:
c)	Pending civil cases against the firm or the proprietor of the firm etc.:
d)	Pending criminal cases against the firm:
e)	Punishment awarded under civil or criminal cases:
Name,	of the Contractor  Designation of the Signatory  of the Company & Seal:

#### **UN PRICE BID**

#### **PROFORMA FOR QUOTING RATES:**

Ι	Service charges for Handling:	Rs.
	(to cover: unloading material from trucks, storage, stacking, any	Per MT
	other type of charges (if any), deliveries including stock transfer	
	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 at Annexure 1 & 2.)	
II	Charges for re-strapping of bundles/coils	Rs.
		Per MT
III	Minimum monthly charges per month	Rs.
		Per Month

- 1. All terms and conditions of the tender as stipulated by NSIC are acceptable subject to deviations/ exceptions as indicated in the statement of deviations (Annexure VI).
- 2. The tentative quantity to be handled per month will be 1000 MT.
- 3. The rates quoted shall be exclusive of GST component separately which will be paid extra.
- 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* 12 months
  - (ii) Minimum monthly charges X 12 months.

Signature of the Contractor
Name, Designation of the Signatory
Name of the Company & Seal:
Date:

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

To Nationa	al Small Indus	tries Corpo	ration Li	mited,												
Dear Si Sub: facilitie Refer O (Please 1. Name 2. Addr	r, Authorizations of RBI (EFT) Order No fill in the inforce of the Party ress of the party	on for releas Γ / RTGS / I dt ormation in : ty :	se of pay NEFT)	yment of Internet and/or Internet AL LET	et Ban Fender TERS	king. r/Enqu S. Pleas 	niry/Let se tick	tter No where de:	ver it i	dı s appli	cable	e) 		hroug	gh e−n	node
	Bank Name						Branch									
	Branch Place	<del>                                     </del>					Branch									
	Pin Code MICR No.			T			Branch	Code								
	Account Type	Savings		Current		<u>.I</u>	Cash (	C <b>redi</b>								
	Account No. (as a	ppearing in the (	Cheque Book	k)												
	(9 Digits code nur	mber appearing	on the MIC	R Band of	the cheq	ue suppli	ed by the	Bank. Pl	ease atta	ch Xerox	copy of	f a cheq	ue of y	our bar	ık for en	suring
	accuracy of the Ba	ank Name, Bran	ch Name &	Code and A	Account 1	Number)	1	1		ı			1			
	RTGS/ IFSC Cod	le														
	NEFT / IFSC Cod	ile			<u> </u>									<u> </u>		
not effectorporal updation Place:		clare that the asons of in responsible or purpose of	e particu acomplet e. I also u of credit	ulars give or in undertal of amo	ven ab ncorrected ke to a unt thi	ct info	ormatic any ch RBI EF	on I s ange i FT / In	hall in the parternet	not ho particu / RTG ure of	ld N lars o S/ NI the pa	ations of my EFT.	al Si acco	mall unt to	Indus o facil Signa	stries litate
Certifie	d that particul	lars furnishe	ed above	are cor	rect as	s per o	ur reco	ords.								
Bank's S	Stamp:															
Name,	ure of the Co Designation of the Comp	of the Sig	-													

#### **INDEMNITY AND CUSTODY BOND**

Where M/s	herein, after re	eferred to as SER	VICE PROVIDI	ER, agree to act as
Warehousing and har	ndling agents for Natio	onal Small Indus	tries Corporation	Ltd., herein after
referred to as NSIC	for storage and delive	ery of M/S. LYk	KOS products to	be dispatched by
Rail/Road to the ser-	vice provider's premise	es from M/S. LY	KOS's /any other	er stockyards. The
material will be trans	sported by rail/road for	proper storage, h	nandling, safe cu	stody and delivery
to various customers	of M/S. LYKOS again	nst valid delivery	address issued	by M/S. LYKOS's
authorized representa	tive at pu	ursuant to this ag	reement dated (he	erein after referred
to as the "Said Agreen	ment')			

And whereas service provider's has agreed to execute as Indemnity and Custody Bond in terms of the said agreement for in respect of M/S. LYKOS products delivered to service provider. It is hereby declared and stated as under:

- 1. Now by this Indemnity and Custody bond SERVICE PROVIDER hereby agrees and undertakes that the M/S. LYKOS products dispatched from time to time will be kept under safe custody at service provider's yard at Bengaluru on behalf of NSIC and M/S. LYKOS as property in trust
- 2. Service provider shall be responsible for the safe custody and protection of the said M/S. LYKOS products at Service providers risk till the same are duly delivered to the customers or as may be directed by M/S. LYKOS and NSIC from time to time and shall indemnify NSIC against any loss or M/S. LYKOS products received by service provider and while the same remains in the custody of service provider. It shall be opened for persons authorized by NSIC and M/S. LYKOS to inspect the material in the custody of service provider during the working hours of their yard.
- 3. Should any loss or shortage occur during the storage of M/S. LYKOS products at M/s Service Provider's storage area, the settlement of claim will be as per clause 16 of the agreement
- 4. Service provider further agrees to undertake not to hypothecate and for change and for encumber in any manner whatsoever the materials received by service provider in its custody, either in full or part to any bank or, financial institution or any association or any company or firm as security or otherwise.

Signature of the Contractor
Name, Designation of the Signatory
Name of the Company & Seal:
Date:

- 5. Service provider further agrees and undertakes not to suffer any injunction and /or attachment and /or appointment of receiver in respect to materials belonging to M/S. LYKOS kept in custody of service provider either in part or full, received by service provider against any liability incurred by service provider in its name.
- 6. It is further agreed that this bond shall remain valid and in force till all the obligations under the said agreement are fulfilled and the accounts relating to this agreement are finally settled by between service provider and NSIC and it is agreed mutually to discharge this bond in writing.
- 7. The bond shall not be affected by any change in the constitution of NSIC and service provider nor shall it be affected by any amalgamation or absorption thereof or therewith but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern

In witness thereof we put our seal and signature on this day.

Signed, Sealed & Witnessed Witnessed By

For and on behalf of Service Provider

1.
2
3
4

Signed, Sealed & Witnessed

For and on behalf of National Small Industries Corporation Ltd.

Signature of the Contractor Name, Designation of the Signatory
Name of the Company & Seal:
Date:

#### Instructions to the Bidders for the submission of the bids

- 1. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
- 2. If there are any clarifications, this may be obtained from this office through the tender site, or through the contact details Bidder should take into account of the corrigendum/addendum published before submitting the bids to this office.
- 3. Bidder should get ready with the EMD as specified in the tender. The original EMD instrument along with all other specified hard copy documents should be posted/couriered/given in person so as to reach the Tender Inviting Authority, before the last date of the bid submission date of the tender.
- 4. The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
- 5. The bidder has to submit the tender document to this office well in advance before the prescribed time to avoid any delay or problem during the submission process.
- 6. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids by the bidders.
- 7. The confidentiality of the bids is maintained.
- 8. The bidders are requested to submit the bids to this office to the TIA well before the bid submission end date & time.

Signature of the Contractor
Name, Designation of the Signatory
Name of the Company & Seal:
Date: