Appointment of Contractors at Guwahati

Sealed tenders are invited from reputed agencies/individuals for storage and handling of Bitumen products of HPCL/HINCOL at Guwahati. Last date of for submission of tender is 22.03.2018 upto 11:00 AM and opening at 12.30 PM. The tenderer reserve the right to accept or reject any tender without assigning any reason to the bidder. Detailed tender documents can be downloaded from the website or obtained from below office address.

National Small Industries Corporation Limited, Industrial Estate, 3rd Bye Lane, Bamunimaidan, Guwahati-781021 Phone: 0361-2657947

Email: bogwh@nsic.co.in

Tender for Storage, Handling and Operation of Guwahati Stockyard For Bitumen products of NSIC/HPCL/HINCOL

Tender No.: NSIC/GAU/GODOWN-4/2017-18

Tender due on: 22.03.2018 11:00 A.M.
Tender opening on: 22.03.2018 12:30 P.M.

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Signature of the Bidder Name, Designation of the Signatory Name of the company & Seal
Date:

Ref. No. NSIC/GAU/GODOWN-4/2017-1	8 Date: 01.03.2018
M/s	
Tender No. : NSIC/GAU/GODOWN-3/20	017-18
	Handling and Operation of stockyard at Guwahati of er products for an estimated quantity of 16320 MT per
Dear Sir,	
	lowest rates for storage, handling and operation of eum Corporation Limited (HPCL)'s Bitumen Products
1. The tender documents are as per	the table of contents.
	separate sealed covers in two parts namely "Techno ce Bid (part-II)" strictly in the following manner
(a) Techno Commercial Bid :	
 i. Complete information & documental iii. Acceptance of General terms & construction by way of signing on each page of iiii. Address of proposed stockyard a iv. Details of work executed annexutal v. Annexure V, VI, VII, VIII, IX & X of iii. 	onditions and special terms & conditions of the Annexure I and II. at annexure III. re IV.
	e enclosed in a sealed envelope super scribed with words the "Techno Commercial Bid" and should not
Signature of the Bidder Name, Designation of the Signatory Name of the Company & Seal : Date :	

- 4. The "Price Bid" 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 a sealed cover super-scribed with above reference number and words "Price Bid".
- 5. Both the above sealed covers should be further put in one sealed envelope, super scribed "Storage, Handling and Operation of stockyard at Guwahati for NSIC /HPCL's Bitumen Products" with the above tender reference number and thereafter addressed and submitted to the address given below so as to reach us by **11.00 AM** on **22.03.2018**.

The Chief General Manager M/s. National Small Industries Corporation Limited, Industrial Estate, Bamunimaidan, Guwahati-781021.
Assam.

- 6. The techno Commercial Bid will be opened at **12:30** PM. On **22.03.2018** in the presence of the interested tenderers who may prefer to be present at the time of tender opening. In case any holidays 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 the Techno commercial bids. Price bids of commercially qualified parties only shall be considered for opening. Time and date of opening of price bids shall be **11.00 a.m.** on **24.03.2018** in respect of qualified bidders.
- 7. The offers received after due date and time, or any deviation to the prescribed submission norms are liable to be rejected.
- 8. NSIC reserves the right to accept or reject, partly or fully any or all the bids without assigning any reason whatsoever.

Yours faithfully,

Thanking you,

(J.K. Mahanta)
Chief General Manager

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

General Conditions of Contract

For storage, Handling & Operation of Stockyard at Guwahati

Tender No.: NSIC/GAU/GODOWN-4/2017-18

A. Scope of Work:

NSIC is desirous of appointing a Sub-Contractor for handling and storage of HPCL products and its subsidiary Company's Products (HINCOL) at Guwahati (Assam). The terms & conditions of the contract will be as mentioned hereunder.

- 1. The Sub-Contractor shall arrange for safe open godown space measuring approx. 40000 sq.ft. Within the premises at their cost and store the NSIC/HPCLs material in such godown. Sub-Contractor shall be responsible for making watch & ward arrangement for the godown and shall take all steps for proper custody of the goods from the time of unloading till the disposal of goods.
- 2. Sub-Contractor 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 Sub-Contractor. They will also provide necessary facilities for unloading, stacking & delivery of NSIC/HPCL products requiring mechanical handling in the warehousing and/ or manual labour as may be required.
- 3. On arrival of the consignment at the warehouse, Sub-Contractor shall undertake all the work connected with the unloading, weighing and stacking of all categories of NSIC/ HPCL products & loading the same at the time of delivery as may be assigned to them by NSIC/HPCL.
- 4. That Sub-Contractor will carry out the instructions issued by the NSIC/HPCL from time to time in respect of sales of packed Bitumen and for that purpose NSIC/HPCL/HINCOL will have an overall supervision and access to Sub-Contractor's godown.
- 5. That HPCL will dispatch material from their plants and/or from other stockyards to Sub-Contractor's godown at Guwahati. On arrival of materials, Sub-Contractor will receive the material from the authorized transporter of HPCL.

(Signature of the Bidder)		
Name, Designation of the Signatory Name of the Company & Seal:		
Date:		
	Continued	DΛ

Continued...P4

On receiving the material, Sub-Contractor will ensure that the description and quantity is in conformity with the description given on the Challan & GP. Any discrepancy greater than +/- 0.5% need to be informed to NSIC/HPCL immediately and would be sorted out by joint inspection by NSIC/HPCL and the Sub-Contractor. However, in the event of any shortage, Sub-Contractor will obtain shortage certificate from transporters and immediately inform NSIC/HPCL's office in Guwahati for lodging claims with the Transporters/Insurance Co.

- 6. That Sub-Contractor will deliver the material only against delivery instructions issued by authorized signatory of NSIC/HPCL's office at Guwahati and send the documents immediately/next working day. Sub-Contractor will also obtain customer's signature thereon to the effect that they have received the material as per the challan-cum-invoice. Wherever required, Sub-Contractor will also obtain L/Rs from concerned transporters on delivery of material, as per NSIC/HPCL's instructions & courier the same immediately/ next working day. Xerox copies of test certificates have to be provided by the Sub-Contractor along with invoices to customers.
- 7. NSIC/HPCL shall send dispatch intimation to Sub-Contractor by fax/e-mail. Sub-Contractor shall intimate to NSIC/HPCL all consignment remaining in transit for more than a month from the date of dispatch to enable NSIC/HPCL to lodge claims with transporters/Insurance Company for missing trucks/shortage.
- 8. Sub-Contractor 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. Sub-Contractor's official should be present strictly on all working days of NSIC/HPCL.
- 9. That Sub-Contractor 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 Sub-Contractor. Any type of charges/Local charges(if any) applicable at the time of unloading, loading etc. will have to be borne by the Sub-Contractor & should be inclusive of rates quoted by the Sub-Contractor. No extra charges will be paid by the transporters belonging to either NSIC/HPCL or its customers. However, any tax or such other similar statutory/local charges as may be raised under any local laws; the same shall be borne by NSIC/HPCL against proper receipt. NSIC/HPCL would pay the restrapping charges as per agreement for Bitumen Products, other products etc.

(Signature of the Bidder) Name, Designation of the Signatory Name of the Company & Seal:	
Date:	

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

(Signature of the Bidder)	
Name, Designation of the Signatory	
Name of the Company & Seal:	
Date:	

16. Sub-Contractor 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 Sub-Contractor without prejudice to any other actions.

17. Stock Delivery:

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

- a. Sub-Contractor shall arrange to deliver the stocks strictly as per NSIC/HPCL's delivery instructions. The Sub-Contractor shall arrange material handling facilities for unloading and loading of material on trucks under proper supervision. The Sub-Contractor shall ensure that all trucks reporting at the warehouse during normal working hours are unloaded and released within reasonable time of its reporting. Sub-Contractor shall be fully responsible for deployment of adequate numbers of manpower and supervision, so that dispatches from Sub-Contractor's premises can be effected to maintain NSIC/HPCL's schedule/buyers requirements.
- b. Sub-Contractor shall be fully responsible to ensure that stocks are delivered by them to the party authorized by NSIC/HPCL and obtain their proper receipts. Sub-Contractor shall also hand over such documents that may be specified by NSIC/HPCL.
- c. Sub-Contractor 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 NSIC/HPCL's instructions.
- 18. NSIC/HPCL reserves the right to appoint any other Sub-Contractor on the same or similar terms and conditions or otherwise to render the same or similar services during currency of the contract. The Sub-Contractor shall not restrict the right of NSIC/HPCL 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 Sub-Contractor, then Sub-Contractor shall be liable to bear all expenses/compensation and indemnify NSIC/ HPCL from any demands, claim or proceedings occasioned or instituted by such injured person or on his/her behalf.
- **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.

Date		
Name of the Company & Seal:		
Name, Designation of the Signatory		
(Signature of the Bidder)		

- 21. NSIC or Sub-Contractor shall have right to terminate the contract by serving one month 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/Sub-Contractor will have the right to terminate the contract without notice.
- 22. If Sub-Contractor fails to execute the work and responsibilities and fulfill the terms and conditions of the NIT, NSIC/ HPCL shall have the right to utilize the services of any other party for execution of the contract, and recover from Sub-Contractor charges/expenses/ losses/damages suffered by NSIC/HPCL. The alternative arrangement at the risk and cost of Sub-Contractor shall be made by NSIC/ HPCL without any notice. This will be without prejudice to the rights of NSIC/HPCL for any action including termination of contract.
- **23. Volume of Work**: The tentative program of NSIC/HPCL is to handle material around **500 MT per month and 16320 MT** for a period of **one year** under this contract. This quantity is purely tentative and it cannot be made an obligation to NSIC/HPCL and subject matter of any claim or litigation by Sub-Contractor.
- **24.** After expiry of term/ period of the contract or after termination of the contract, Sub-Contractor shall return all the material stored or received in their warehouse. Sub-Contractor shall have no right to retain NSIC/HPCL's material after termination of contract on any ground except to the extent of payment is due to the Sub-Contractor.
- **25.** This agreement would be subject to "Force Majeure" circumstances including Act of God, any event of stoppage of work in any establishment of NSIC/HPCL/Sub-Contractor due to Riots, Strike, Fire, Tempest, Lockout, Trade disputes, breakdown accident, Government Action/Orders and shortage of material or causes beyond the control of NSIC/HPCL/Sub-Contractor.
- **26.** The agreement shall be governed by laws in India and subject to exclusive jurisdiction of Courts in Guwahati. In case of High Court, it is the High Court of Assam which shall have the jurisdiction.
- 27. Stock insurance of the godown shall be arranged by HPCL at their cost. Insurance cover will be in favour of HPCL. However, for any loss or damage of stocks arising during handling/storage by Sub-Contractor, Sub-Contractor shall take all actions within prescribed time limit for protection of all interest of NSIC/HPCL. In case of any loss or damage of stocks arising during handling / storage Sub-Contractor, NSIC will have the right to recover 110% of the losses/damages if any, from Sub-Contractor from its pending bills. After the claim amount is received by NSIC from the Insurance Company the same amount shall be refunded to Sub-Contractor. The premises insurance shall be done by sub-contractor.

Name, Designation of the Signatory Name of the Company & Seal:	(Signature of the Bidder)	
Name of the Company & Seal:	Name. Designation of the Signatory	
_	, , ,	
Date:	Date:	

28. The material stored in godown will be property of NSIC/HPCL. Sub-Contractor shall have no right, title or change of ownership over the property. Sub-Contractor will be trustee on behalf of NSIC/HPCL and in the event of any breach occurs; Sub-Contractor 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 inclusive of all taxes and duties excluding GST. The Sub-Contractor should have valid GST tax registration if tax is charged. In case GST is leviable for such services, the Sub-Contractor shall raise tax-compliant invoice, for availing GST by NSIC/HPCL, showing service tax component separately which will be paid extra.
- 2. The Sub-Contractor should submit proof of valid registration under GST tax. The Sub-contractor shall be responsible for compliance of all local municipal/state/Central Govt. Laws governing the business herein mentioned in the NIT.

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 VI duly filled and signed.
- 4. Annexure V & VI duly signed by the tenderer.
- 5. Annexure VII, VIII, IX and X duly signed
- 6. Proof of registration under GST and other relevant Laws.
- 7. Experience certificate for similar work and quantity (optional).
- 8. Balance sheet for last three years.
- 9. Copy of last year income tax return if the current year return is not filed so far.
- 10. Proof of premises owned / leased or letter of intent from owner to rent out for a minimum period of two years from date of LOI.
- 11. Similar proof as above for handling equipment.
- 12. Any other relevant proof required to substantiate the requirement indicated in general or special terms / conditions of contract.

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 renewal of contract for maximum 03 Months on the same rates, terms and conditions as per the original contract.

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 shall lie on NSIC / HPCL 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 Sub-Contractor for actual quantity sold/handled in a month, higher value between the following would be considered:

- i) Actual quantity sold / delivered X charges for handling per MT
- ii) Minimum monthly charges

Payment shall be made to the Sub-Contractor 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-IX. The Sub-Contractor shall deposit the service tax so charged with the appropriate authority well in time.

G. Arbitration:

In the event of any disputes or differences relating to the interpretation and application of the provisions of the contract, such disputes or differences shall be referred by either party to the Chairman-Cum-Managing Director of NSIC for appointment of a sole arbitrator to adjudicate upon the said dispute or difference and the decision of the arbitrator so appointed shall be final and binding on the parties. The Sub- Contractor will not have any objection if the arbitrator so appointed is an employee of NSIC or that such employee, during the course of his regular assignments, has dealt with the subject matter or has expressed his opinion on the subject matter. The provisions of Arbitration & Conciliation Act 1996 shall apply and the venue of the arbitration shall be Guwahati.

29. Qualification of Contractors:

- The Contractor should be a reputed person, firm or company in existence for minimum three years and should have the valid authority to submit quotations and enter in to handling agreement with NSIC.
- ii. Contractor should have a valid Service Tax registration and Permanent Account Number (PAN) from appropriate authorities.
- iii. The Contractor should have an experience in Consignment Agency.
- iv. The Contractor should have the necessary permission/Authority/Licence from the concerned local or municipal authority to operate the handling / consignment agency of the nature of the product offered.
- v. The Contractor should own or possess the stockyard premises under lease agreement valid for a minimum period of two years.
- vi. The Contractor should own or possess handling equipment under hiring arrangement in order to ensure continuous and permanent availability of same at stockyard. Minimum Two Hydra / Forklifts should be available.

(Signature of the Bidder)	
Name, Designation of the Signatory	
Name of the Company & Seal:	
Date:	

- vii. The contractor should have necessary approvals, registration and licenses required for rendering the Services.
- viii. The Contractor should attach the necessary proofs of above arrangements/qualifications along with the technical bid.

30. Description of Premises

- i. The Stockyard/Godown offered for the purpose should be a single godown having an open are area of 40000 sq. ft. The Godown should have ample space for movement of hydra/fork-lift inside for the purpose of unloading / loading and staking.
- ii. The godown should have multiple doors i.e. entry/exit points for simultaneous loading/unloading operations.
- iii. The godown should be well connected to main road and approach should be wide and clear without any obstacles. Godown should have ample parking space for the inbound and outbound trucks including space for movement and turn etc.
- iv. The godown should have fire-fighting equipment in appropriate numbers, pest control and all other provisions for safety of individuals operating inside the godown as well as of the material

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

Annexure-II

Special Conditions of contract

Tender No.: NSIC/GAU/GODOWN-4/2017-18

Facilities to be provided by Sub-Contractor at the godown:

- 1. The godown shown by Sub-Contractor & approved by NSIC / HPCL should have an area of approximately 40000 sq. ft.
- 2. Two office rooms/cabins with AC is to be provided in the godown for the officials of Sub-Contractor to work and the same could be used by visiting NSIC / HPCL officials.
- 3. PC with printer and UPS are to be installed by Sub-Contractor 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. Adequate security arrangements are to be provided round the clock at the godown.
- 6. Broadband or similar internet connectivity is to be provided for which Sub-Contractor will facilitate the installation and the cost will be borne by the Sub-Contractor. Provision for standby internet connection is to be made in case of failure of existing one.
- 7. Telephone facilities (two telephones & a fax) are to be provided by the Sub-Contractor.
- 8. Godown should have adequate lighting & fan installations.
- 9. 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.
- 10. All installations including systems related equipment are to be maintained by the Sub-Contractor.
- 11. Sufficient parking space should be available in front of the godown for facilitating loading, unloading & parking for smooth working at the godown.

(Signature of the Bidder)		
Name, Designation of the Signatory		
Name of the Company & Seal:		
Date:		
	•	

Tender for Storage, Handling & Operation of Stockyard For HPCL Bitumen Products at Guwahati

Tender No. NSIC/GAU/GODOWN-4/2017-18

Signature of the Bidder Name, Designation of the Signatory Name of the company & Seal Dated:		
The above site will be inspected by Commercial Bid.	Committee / Authorities	after opening of Techno
3. Plan / lay out of the godown : (To enclose separately)		
2. Area of the godown:		
1. Address of the Stockyard:		

Annexure-IV

DETAILS OF WORKS EXECUTED

Tender No. NSIC/GAU/GODOWN-4/2017-18

SI No.	Full Postal Address of Client & Name of officer-in charge with telex/telephone No.	Description of work	Value of Contract	Date of Commence- ment of Work	Completion time as stated in Tender (month)	completion on time (month)	Year of completion on	Remarks
1	2	3	4	5	6	7	8	9
Doc	umentary proc	of for above	informatio	n enclosed				
			mormano	ii Giioioacu				
Nam	nature of the I ne, Designatio ne of the Comp	n of the	1:					

DETAILS OF EQUIPMENTS PROPOSED (OPTIONAL)

Tender No. NSIC/GAU/GODOWN-4/2017-18

NAME OF TENDERER:

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

(Tenderer to furnish information strictly as per this Performa)

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

(Signature of the Bidder)	
Name, Designation of the Signatory	
Name of the Company & Seal:	
Date:	

PROPOSED SITE ORGANISATION

Tender No. NSIC/GAU/GODOWN-4/2017-18

NAME OF TENDERER:

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.

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

Name of officials	<u>Designation</u>	Contact details(email-id and mobile number)
		<u>number)</u>

(Signature of the Bidder)	
Name, Designation of the Signatory	
Name of the Company & Seal:	
Date:	

Annexure-VII

LITIGATION HISTORY

Tender No. NSIC/GAU/GODOWN-4/2017-18

	ContdP/17
Name	
	e) Punishment awarded under civil or criminal cases:
	d) Pending criminal cases against the firm:
	c) Pending civil cases against the firm or the proprietor of the firm etc.:
	b) Disputed work in-completed:
	a) Arbitration cases pending:

Special Instructions to Bidder

Tender No. NSIC/GAU/GODOWN-4/2017-18

Bidder is requested to ensure that all supporting documents submitted along with their offer shall be duly attested by the 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. Read the bid document carefully.
 - 1.2. Seek clarification and get themselves satisfied prior to submission of bid documents
- **2.** Bidders are requested to submit bid without any deviation(s).
- 3. Deviation (s) listed at any other place shall not be considered at all & the tender shall be evaluated. No claim whatsoever shall be entertained, irrespective of bidder has accepted this particular clause or not.
- 4. Bidders are advised to provide all information/documents/data etc. asked in tender document issued by NSIC/HPCL.
- 5. 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.
- 6. Repeated once again that no further correspondence shall be entered for nonsubmission of any information /documents/data and the tender shall be evaluated based on the information/documents/data available with the tender.

(Signature of the Bidder)	
Name, Designation of the Signatory	
Name of the Company & Seal:	
Date:	

7. TENDERERS MAY PLEASE NOTE THE FOLLOWINGS:-

7.1. TENDER COVER & ADDRESS:

- **7.1.1.**Tender [Techno-Commercial part (part-I) & Priced part (part-II)] must be submitted in 2 (two) separate sealed covers.
- **7.**1.2. Both the covers to be kept inside a single sealed cover.
- **7.**1.3. That sealed cover to be sent to the address given in Notice Inviting Tender.
- **7.**1.4 Name of work, Tender number, bid details (part-I & part-II), tender opening date etc. to be super-scribed on all the three covers.

7.2 Nil

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

- 7.3.1.Tender (part-I and part-II) shall be received at the office of tender issuing officer up to date / time mentioned in NIT.
- 7.3.2.Only Techno-Commercial Bid part-I will be opened on the same date at 12.30 PM or thereafter at the earliest convenience.
- 7.3.3. Tender containing price in Tech. Bid (part-I) is liable to be rejected.
- 7.3.4. All the pages of tender to be signed & returned back in original.
- 7.3.5.Intending tenderers or their representative (s) may witness the tender opening.

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

7.4.1.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 next date.

7.5. OTHER CONDITIONS:

- 7.5.1.NSIC accepts no responsibility for any loss/delay of non-receipt of offers sent By post. Offers received late/incomplete are liable for rejection.
- 7.5.1.If last date of receiving /opening tenders coincides with holiday, the date will be shifted to the next working day or thereafter at the earliest convenience.
- 7.5.2.NSIC reserves the right to accept or reject any or all bids in part or full without assigning any reason whatsoever.

(Signature of the Bidder)	
Name, Designation of the Signatory	
Name of the Company & Seal:	
Date:	

Contd...P/19

Bank MANDATE FORM for E-Payment

(To be submitted in Duplicate)

То
National Small Industries Corporation Limited
Industrial Estate, Bamunimaidan

Guwahati.																				
Dear Sir,																				
Sub: Authorization for / Internet Banking. Refer Order No			-															3 / N	EFT)
(Please fill in the i	nforma	tion i	n CAP	ITAL	LET	ТЕ	ERS	. Ple	as	e Tl	CK	wh	ere	ver	it i	s ap	pli	cab	le)	
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N.B.: RTGS/ NEFT charges if any, is to be borne by the party.

INDEMNITY AND CUSTODY BOND

Tender No. NSIC/GAU/GODOWN-4/2017-18

And whereas service provider's has agreed to execute as Indemnity and Custody Bond in terms of the said agreement for in respect of Aluminum or any other NSIC / HPCL products delivered to Sub-contractor. It is hereby declared and stated as under:

- 1. Now by this Indemnity and Custody bond Sub-contractor hereby agrees and undertakes that the Aluminum or any other Bitumen products dispatched from time to time will be kept under safe custody at Sub-contractor's yard at Guwahati on behalf of NSIC /HPCL as property in trust.
- 2. Sub-contractor shall be responsible for the safe custody and protection of the said HPCL or any other NSIC / HPCL products at its risk till the same are duly delivered to the customers or as may be directed by NSIC / HPCL from time to time and shall indemnify NSIC / HPCL against any loss or shortage whatsoever in respect of the said Bitumen/Emulsion or any other NSIC/HPCL products received by Sub-contractor and while the same remains in the custody of Sub-contractor. It shall be opened for persons authorized by NSIC / HPCL to inspect the material in the custody of Sub-contractor during the working hours of their yard.
- 3. Should any loss or shortage occur during the storage of Bitumen or any other NSIC/HPCL products at Sub-contractor's storage area, the settlement of claim will be as per terms of the agreement / contract.
- 4. Sub-contractor further agrees to undertake not to hypothecate and /or change and /or encumber in any manner whatsoever the materials received by Sub-contractor 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.

- 3. Sub-contractor further agrees and undertakes not to suffer any injunction and /or attachment and /or appointment of receiver in respect to materials belonging to NSIC / HPCL kept in custody of Sub-contractor either in part or full, received by Sub-contractor against any liability incurred by Sub-contractor in its name.
- 4. 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 Sub-contractor and NSIC/HPCL and it is agreed mutually to discharge this bond in writing.
- 5. 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 For and on behalf of **Bidder**

Witnessed By

1.

2

Signed, Sealed & Witnessed For and on behalf of **National Small Industries Corpn. Ltd.**

1

PRICE BID

Tender No.: NSIC/GAU/GODOWN-4/2017-18

PROFORMA FOR QUOTING RATES:

1	Minimum Service charges for Handling upto 500 MT:			
	(to cover For one or more product)	Rs		
	storage, stacking, local varai charges any		(Per month)
	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.)			
	(Rate should be between Rs. 1,80,000/- to			
	Rs. 2,30,000 per month)			-
	Additional Service Charges above 500 MT			
	(nature of duty is same as above)			
	(Rate should be upto Rs. 200/- per MT)	Rs		Per MT
II				

- 1. For the purpose of evaluation of bids 1000 MT handling will be calculated from the above tables on the rates offered by the bidders.
- 2. All terms and conditions of the tender as stipulated by NSIC/HPCL are acceptable.
- 3. The tentative assured quantity to be handled per month will be 500 MT and annual quantity 16320 MT.
- 4. The rates quoted shall be inclusive, except GST. In case GST is leviable for such services, the bidder shall raise tax-compliant invoice, for availing GST by NSIC/HPCL, showing GST component separately which will be paid extra.
- 5. Service Charges payable per month will be calculated based on charges of actual quantity delivered or minimum monthly charges whichever is higher.
- 6. For the products of Hindustan Colas Pvt. Ltd. (HINCOL) under this contract and we shall pay additional sum of Rs. 50/- per MT maximum for unloading the material. Other terms will be decided mutually, if required.

(Signature of the Bidder)	
Name, Designation of the Signatory	
Name of the Company & Seal:	
Date	