

TENDER DOCUMENT

The Senior Branch Manager
NSIC LTD.,
NO.422, Anna Salai,
Chennai-600006

Sir

Sub: Tender for transportation of Paraffin wax - Opening on 17.05.2018 at
4:00 PM

I/We have read your terms and conditions of the above tender. We are agreeable to the same and give below our rates for the transportation of the materials from manali to madhavaram stock yard or in and around Chennai within 20KMS distance from manali and from time to time and to weight, unload the material from Lorry as the tender at following rates.

| SI.NO. | Description of work | Rate/MT(Rs)and in words |
|--------|---|-------------------------|
| 1 | Transportation of Paraffin Wax Which can be transported by Lorry to NSIC Godown, Madhavaram, Chennai-600110 | |

Note : The rate quoted shall be loading ,unloading, weighing ,stacking and other incidental charges etc.,

EMD in the form of Bankers cheque /DD no _____ dt. _____ For Rs.
_____ [RUPEES _____ ONLY] is enclosed.

Yours faithfully,

TENDER FOR TRANSPORT OF PARAFFIN WAX

DUE ON 17.05.2018 AT 3:00 PM

SCHEDULE II

Approximate quantity of Paraffin Wax materials likely to be transported

| | |
|---|----------------------------|
| Paraffin wax from Chennai Petroleum Corporation Limited (CPCL), Manali to NSIC Godown , C/O NAFED Warehousing complex, CMDA Truck Terminal, GNT Road Ponnammanmedu P.O.Madhavaram, Chennai 600110 | 300 MTs per month (approx) |
|---|----------------------------|

Signature of tenderer with seal



NATIONAL SMALL INDUSTRIES CORPORATION LTD.

(A Government of India Enterprise)

422, ANNA SALAI, CHENNAI – 600 006

Ph: 044 – 28293347 / 28294541/28294543

E mail: bochen@nsic.co.in

Website: www.nsic.co.in

Terms and conditions for “Appointment of Transport Contractors ” for handling and transport of Paraffin Wax , Manali to Madhavaram, Chennai

1. Sealed Tenders should be addressed to The National Small Industries Corporation Ltd, Branch Office , 422, Anna Salai , Chennai -600006
2. In the event of tender being submitted by partnership firm, it should be signed separately by each partner thereof in the event of the absence of any partner, it must be signed on his behalf by a person holding the power of attorney authorizing him to do so. The signature in the tenders shall be deemed to be of the authorized person(s).
3. All the columns of the tender Schedule-I should be duly, properly and correctly filled in Rates, if any, altered without proper attestation will not be considered. The rates shall be indicated both in figures and words.
4. a) The tender as far as possible should quote for all the items in the tender document and should undertake that rate if any quoted for partial work will not be considered and such tender will be rejected.
b) The rate quoted shall be kept firm and valid for acceptance for period of 120 days from the date of opening of the tender.
5. a) The tender should be submitted in the prescribed schedules attached herewith. Tender should also be accompanied by an earnest money deposit of Rs.10000/- (Rupees Ten Thousand only) by means of

demand Draft on any schedule Bank in favour."THE NATIONAL SMALL INDUSTRIES CORPORATION LIMITED "payable at Chennai . The earnest money deposit will not bear any interest under any circumstances. In the event of tenderer not accepting whole of the works covered in the Annexure ,If awarded, the earnest money Deposit automatically stands forfeited The successful tenderer has to remit a sum Rs.50000/- (Rupees Fifty Thousand Only) towards the security deposit within 10 days from the date of receipt of communication intimating them of the acceptance of their tenders . This security Deposit also will not bear any interest under any circumstances . TENDER RECEIVED WITHOUT EARNEST MONEY DEPOSIT IS LIABLE TO BE REJECTED STRAIGHT AWAY.

b) If the successful tenderer fails to act upon offer or backs out of after his tender is accepted ,the Earnest Money Deposit / Security Deposit paid by him shall automatically stands forfeited.

6. The tenderers should produce evidence for their experience in handling and transport of Paraffin Wax materials by road .for a period of at least 1 year .

7. The tenderer should have a regular office with phone facilities at Manali and Chennai

8. The tenderers should have sufficient vehicles in their own name or capacity to hire and furnish the particulars of the vehicle in the tender. They should also furnish to NSIC ON DEMAND ,The RC books, ownership, hiring capacity and also any other record and also about financial soundness and the NSIC shall have a right to inspect them also.

9. The rates offered under this contract would be firm for the entire period of contract i.e from the date appointment upto 2 years and would not undergo any revision except in the case of revision , of diesel price and the connected levies thereto ,if any, that may revised by the statutory authority. The contractor should accept to continue to work even beyond the contract period at the same rates and terms till a new contract for the succeeding period is finalized .

10. The quantity to be transported to each destination indicated in schedule II is only very approximate and is likely to vary considerably depending on the demand and supplies made available by the Main producer of Paraffin wax-CPCL,Manali.
- 11.a) The corporation shall have the right to engage any number of other transporter along with the successful tenderer for transporting Paraffin Wax in times of need any emergency. However this shall not relieve the contractor of his obligation in the performance contract .
- b) NSIC shall have the right to appoint one or more contractors for the same item of work as per various schedules.in the event of more than one contractor being appointed for the same work ,the share of work as allotted to each contractor will be at the discretion of NSIC to suit the needs.
- 12.a) Vehicles shall report at the stockyard of M/S .CPCL, Manali within 3 hours of the demand .It is also to be ensured that vehicles are taken inside stockyard before 11.00AM to complete the loading of materials before the enclosure of stockyards .
- b) The contractor shall abide by all instructions and directions issued to him by the Zonal General Manager /Deputy Manager (Business Development)/ Senior Branch Manager /Branch Manager or any other authorized representative in respect of execution of the contract.In case the vehicles is not placed within the time specified ,the NSIC reserves the right to arrange the transport by alternate means and any additional expenditure incurred by this Corporation on account of such alternate arrangements would be recovered from the contractor by any means open to NSIC.
- c) The contractor should on no account , after taking delivery of the materials , store the same in any place.If he does so,it will amount to violation of Paraffin Wax control order and the tender conditions ; and appropriate action will be taken against him as provided under law or under this contract .The contractor will be liable for all action brought against NSIC and for consequential losses and liabilities.

d) All the materials shall be considered to be in the possession of the contractor in his/their care and custody of at his/their risk and responsibility ,from the moment these are delivered to the contractor authorized by this corporation ,till they are unload and stacked at our godown at Chennai or any destination at Chennai as directed by us, safely in the same quality ,quantity ,condition/length etc.as taken delivery.

e) The contractor shall not ,due to any reason whatsoever,cause and delay in the clearance of the goods irrespective of the quantity of materials to be lifted the number of vehicles that could be needed or the facilities that could be required thereof . The contractor shall clear the materials in full within the time stipulated in the delivery order or stipulated by the CPCL at Chennai whichever is earlier and shall pay default beyond the date of intimation by NSIC to place vehicle .

f) If the contractor fails to lift the materials on more than three such occasions during the contract period ,NSIC reserves the right to terminate the contract at the cost and risk of the contractor .

13.The fines and penalties ,if any ,imposed on the corporation and the contractor due to contractors 'infringement or non-observance of non-compliance with the rules framed by the Government (central or State) /local /statutory bodies shall be borne by the contractor .

14. The contractor shall send daily a report in regard to the delivery orders in respect of which ,materials have been cleared from the respective stockyard, and also indicate the delivery orders in respect of which the materials have not been cleared with the stockyard thereof.

15. The contractor should prepare goods consignment note in quadruplicate for the materials transported and send three copies along with the consignment and one copy should be handed over to this office and another one acknowledged copy should be submitted along with the bill for payment.

16.a) The contractor will invoice on the basis of weighment recorded in the delivery challans /bills of the producers /reroller/firms handed over to him

and shall be responsible to deliver the quantities not less than those recorded in the delivery challan to the consignees at the destinations to whom he has to delivery the material. The contractor shall himself ensure about the quality and quantity of the materials in the documents or written authority before loading them into trucks .

16.b) The materials shall be delivered by the contractor duly weighed in At the places specified by the officers concerned of the corporation in an orderly manner and stacked neatly at the places indicated by such officers .

17. In handling consignments the contractor shall comply with all relevant Railway / port trust rules, regulations and instructions and shall be responsible for all consequent damages,losses etc. arising out of any violation or infringement thereof.

18. The contractor shall strictly adhere to all rules and regulations as laid down by the DIG (Traffic),the regional transport authority / port trust authority or any other authority as case may be in the matter of movement of materials /equipments etc.

19.a) Proper care shall be taken by the contractor for loading, transporting, unloading of materials and deliver to the consignee in the case of any damage or loss to materials dispatched ,the contractor shall be responsible for such damages. losses and cost of such damages /losses /shall be recovered from the contractor by any means open to NSIC .

19.b) The assessment made by NSIC for such damages /losses in this regard shall be final and binding on the contractor .

20.a) NSIC shall not be responsible for any damages to the vehicles of the contractor or any damage that may be caused by the contractors vehicles. It is the responsibility of the contractor to make good such damages to all concerned.

b) The contractor shall be wholly responsible for compensation that may become due to NSIC owing to Any loss or damages that may occur to the

materials during transit due to accidents vehicles and otherwise .In deciding upon the compensation to be claimed ,the NSIC shall take into consideration the invoice value of the principle suppliers and all the transport ,handling and other charges incurred by NSIC .The contractor shall also arrange to insure the vehicles engaged for the work under comprehensive insurance ,so that the interests of the NSIC are safeguarded incase of accidents.

c) The contractor has further to arrange for insurance against all risks of the vehicle in tansit at this own cost .

21.a) The rates quoted by the tendered shall include the charges for loading, unloading stacking and connected with the work and all taxes , duties , levies, other incidental charges due by the transporters .

b) The contractor shall be paid at the rates applicable as mentioned in the schedule to the agreement pertaining to the contractor shall not be entitled to claim extra payment for any reason whatsoever unless and otherwise specifically stated in the agreement.

22. It is obligatory on the part of the contractors to carry part loads also, whenever necessary.

23. Income tax will be deducted at the prescribed rates from contractor's bills.

24. The contractor shall hold himself responsible for any accident caused to the workmen engaged directly or indirectly in the course of the performance of the contract and shall make payments for any medical expenses and for compensations under the workmen's comp.nensation Act arising out of such accidents.

25. The contractor shall be solely responsible for coverage and payments to be made under the ESI Act and Rules and EPF Act and rules and any other enactmrnts governing contract labours in respect of workers engaged directly or indirectly, or for any part of the work covered by the tender/contract.

26. The contractor shall not part with, transfer or assign wholly or any portion of this contract, directly or indirectly without the consent in writing of the NSIC.
27. The contractor shall be responsible for any act of commission or omission or omission of itself or its agents or of any others engaged in executing the contract.
- 28.a) In the case of any breach of all or any other conditions herein contained by the contractor or its agent, it shall be lawful for the NSIC to forfeit the security deposit furnished by the contractor without prejudice to and in addition to all and every other remedies open to the NSIC and also to terminate the contract, for any such breach after issuing a notice giving a week 's time to show cause against taking such actions.
- b) The NSIC shall be entitled to make alternate arrangement either by itself or with any other party or others for carrying out the works of the contract. There upon all damages, losses, expenses and differences, in costs incurred by the NSIC shall become payable by the contractor during the period that this agreement would have been in force but for this termination.
29. The tender's acceptance of all the above terms and conditions together should be indicated by submission of a copy of the same duly signed along with the tender.
30. The successful tenderer will be required to execute agreement in the prescribed form embodying all the above terms and conditions for due execution of the tender within 7 days from the date of acceptance of the tender. The agreement should be executed in non-judicial stamp paper of value of Rs. 100/-
31. The corporation shall be entitled to terminate this contract/agent by giving 30 days notice to contractor in writing by registered post without any liability to pay any compensation to the contractor. The contractor has also the right to withdraw from the contract after giving 30 days notice in writing sent by Registered post with acknowledgement due to NSIC, Chennai.

32. The Zonal General Manager of this Corporation reserves, the right to reject the lowest or any other tender without assigning any reasons. It is to be understood that this is not a price tender and valuation of the relative suitability of the tenders for the service required by this Corporation as approved by the Zonal General Manager shall be binding on all the tenderers.
33. In all matters of dispute arising out of the tender, the decision of the Zonal General Manager, NSIC, Chennai will be final and binding on all concerned.
34. The tenders should reach this office on or before 3.00 PM onand the same will be opened at 4:00 PM on the same day.
35. For legal dispute in any form, if any, arising out of this tender, such dispute shall be referred to the Arbitrator appointed by the Zonal General Manager of NSIC.