

# Tender for Storage, Handling and Operation of Guwahati Stockyard For Bitumen products of HPCL

Tender No.: NSIC/GAU/GODOWN-7/2022-23 Dated: 30-11-2022

Tender due on: 26.12.2022 11:00 A.M.
Tender opening on: 26.12.2022 12:30 P.M.

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Note: Tender can be downloaded from <a href="www.eprocure.gov.in">www.nsic.co.in</a>

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



Ref. No. NSIC/GAU/GODOWN-7/2022-23 Date: 30.11.2022 M/s. \_\_\_\_\_ Tender No.: NSIC/GAU/GODOWN-7/2022-23 Sub: Notice inviting Tender for Storage, Handling and Operation of stockyard at Guwahati of HPCL's Bitumen products for an estimated quantity of 12000 MT per annum for one year. Dear Sir/Madam. NSIC invites Tender in Single stage, two envelope method for storage, handling and operation of Guwahati stockyard for Hindustan Petroleum Corporation Limited (HPCL)'s Bitumen Products. 1. The tender documents are placed as per the table of contents. 2. The tender is to be submitted in two separate sealed covers namely, "Techno Commercial Bid (Part-I)" and "Price Bid (part-II)" in the following manner: (a) Techno - Commercial Bid: i. Complete information & documents indicated at Annexure I to IV. ii. Acceptance of General terms & conditions and special terms & conditions by way of signing on each page of the Annexure I and II. iii. Address of proposed stockyard at annexure III. iv. Details of work executed annexure IV. v. Annexure V, VI, VII, VIII, IX & X duly signed by the tenderer. 3. The "Techno - Commercial Bid" shall be enclosed in a sealed envelope super-scribed with the above tender reference number and words the "Techno - Commercial Bid" and should not contain the Price/rates offered by the tenderer.

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



- 4. The "Price Bid" shall be enclosed in another sealed envelope super-scribed with tender reference number and words "Price Bid". The "Price Bid" shall contain the rates for Go-down Rent, Unloading/Stacking Charges & Loading Charges and shall be submitted in the format at Annexure-XI.
- 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 HPCL's Bitumen Products" along with tender reference number, address and submitted at the address given below so as to reach on or before 11.00 AM on 26.12.2022.

Zonal General Manager (N-E)
National Small Industries Corporation Limited,
Industrial Estate, Bamunimaidan,
Guwahati-781021.
Assam.

- 6. Please be informed that techno-commercial Bid shall be opened same day at 12:30 p.m., 26.12.2022, in the presence of Tenderers who prefer to be present at the time of tender opening. In case any holiday is declared on the scheduled date of tender opening, the next working day shall be taken as Tender opening date/time.
  - The go-down/stockyard site, as proposed by Tenderer will be visited by NSIC Authorities and Committee Members after opening of Techno-commercial bids to check the suitability and most fulfilling Bid as per tender terms & conditions.
  - Thereafter, Price Bids of only technically qualified Tenderer shall be opened. Date for opening the Price Bids shall inform to technically qualified bidders over telephone/e-mail and the Price-Bids will be opened in presence of technically qualified Bidders who prefer to be present.
- 7. The offers/tenders received after due date and time of Bid submission, or with any deviation to prescribed conditions shall be 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.

Thanking you,

Yours faithfully,

## Zonal General Manager (N-E)

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 for HPCL product

Tender No.: NSIC/GAU/GODOWN-7/2022-23

#### A. Scope of Work:

NSIC is the Main Contractor for handling & storage of HPCL's (A Govt. of India Enterprise) Bitumen Products in Guwahati (Assam). NSIC is desirous of appointing a Sub-Contractor for handling and storage of HPCL products at Guwahati (Assam). The terms & conditions of the contract will be as mentioned hereunder:

- 1. The Sub-Contractor shall be owner or shall arrange for safe open godown space measuring approx. 40000 sq.ft. at their cost and store the HPCL material in go-down. 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.
- Sub-Contractor shall facilitate counting of materials and condition of materials with the help of adequate manpower at the time of receiving and dispatching the materials. They will provide necessary facilities for unloading, stacking & delivery of HPCL products with required manual labours.
- 3. On arrival of the consignment at the godown, Sub-Contractor shall undertake all the work connected with the unloading, counting and stacking of all categories of 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 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. Sub-Contractor shall be responsible for unloading and stacking of the receiving materials.

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



- 6. On receiving the material, Sub-Contractor will ensure that the description and quantity is in conformity with the description given in Challan. 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 Company.
- 7. 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 or 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-cuminvoice. Wherever required, Sub-Contractor will also obtain lorry-receipt (L/Rs) from concerned transporters on delivery of material, as per NSIC/HPCL's instructions & courier the same immediately or next working day. Photocopies of test certificates (as provided by Principal Supplier) have to be provided by the Sub-Contractor along with invoices to customers.
- 8. 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.
- 9. 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 godown. Sub-Contractor's official should be present on all working days of NSIC/HPCL.
- 10. 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. shall be borne by the Sub-Contractor, the prices of which shall be deemed to be included in the offer Price quoted by the Tenderer. No extra charges will be paid by the transporters belonging to either NSIC/HPCL or its customers. However, any statutory charges as may be raised under any local laws shall be reimbursed by NSIC/HPCL against proper receipt, as extra in such heads.

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



- 11. 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 shall exhibit the ownership of NSIC/HPCL in respect of goods stored therein, near entrance or in a prominent place of Go-down.
- 12. 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 stock register and other records/receipts required by Tax authorities or any other statutory authority. Sub-Contractor will give all documents to the NSIC/HPCL office by 2nd of the month pertaining to the previous month, as the statutory returns are to be filed by NSIC/HPCL by 5th of month.
- 13. 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, if required. Sub-Contractor's official deputed at NSIC/HPCL's godown would follow 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.
- 14. 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.
- 15. 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.
- 16. That any shortage except those shortages mentioned in clause 5 above, found during physical verification, a cost equivalent to 110% of the value of such losses/damages etc. shall be debited to the account of Sub-Contractor and recovered/adjusted against handling charges payable to the Sub-Contractor on account of sales effected. Sub-Contractor shall provide additional labour for stock verification if necessary, without any extra cost.

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



17. Sub-Contractor shall take adequate measures/pre-cautions to safeguard the material at godown 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.

#### 18. Stock Delivery:

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

Sub-Contractor shall arrange to deliver the stocks strictly as per NSIC/HPCL's delivery instructions. The Sub-Contractor shall arrange material handling with the help of adequate manpower for unloading and loading of material on trucks with proper supervision. The Sub-Contractor shall ensure that all trucks reporting at the stockyard 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.
- 19.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 or contract terminated.
- 20. 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. Requisite insurance policy is to be taken by sub-contractor to undertake such claims and premium amount shall be deemed to be included in the offered price by the Tenderer.
- **21.** 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.

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



- **22.**NSIC or Sub-Contractor shall have right to terminate the contract by serving two months' notice in writing without assigning any reason thereof. The notice period shall be counted 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.
- 23. If Sub-Contractor fails to execute the work, responsibilities and fails to fulfill the terms and conditions of Tender, 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 made by NSIC/HPCL, shall be at risk and cost of Sub-Contractor. This will be without prejudice to the rights of NSIC/HPCL for any action including termination of contract with sub-contractor.
- 24. Volume of Work: The minimum anticipated volume of product/material to be handled is around 1000 MT per month and 12000 MT for a period of one year under this contract, which can increase or decrease also. This quantity though being minimum but still cannot be made obligatory on NSIC/HPCL or be made subject matter of any claim or litigation by Sub-Contractor.
- 25. 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 godown. 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.
- 26. 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.
- **27.** 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.

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



- 28. 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 and borne by sub-contractor.
- 29. 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 happening; Sub-Contractor will be liable for penal civil action for breach of trust.

#### B. Rates and Quotations (Price-Bid) offered by Tenderers:

- The rates quoted in the price-bid shall be inclusive of all incidental charges, duties but excluding GST, which shall be paid extra. The Sub-Contractor should have valid GST registration. The Sub-Contractor shall raise GST-compliant invoice, for availing GST by NSIC.
- 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 Government Laws, governing the business herein mentioned in the Tender.
- 3. The estimated tender value for this work is Rs. Sixty Five Lakhs (Rs. 65,00,000/- only) (approx.) per annum.

#### 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 of GST and other relevant Laws.
- 7. Experience certificate for similar work and quantity.
- 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 one year or during the tenure of this contract from date of LOI.
- 11. Similar proof as above for material handling equipment, if applicable.
- 12. Any other relevant proof required to substantiate the requirement indicated in general or special terms and conditions of Tender.

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



#### 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 contract for maximum period of three (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 date of opening of Techno-Commercial Bid and the rates once submitted shall not be changed / varied during this period. No claim whatsoever shall lie on NSIC/HPCL during 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:

The sub-contractor shall prefer monthly payment on submission of requisite Invoices along with all supporting documents. The monthly payment to the Sub-Contractor has following components (please refer Price-Bid of tender):

- i) Monthly Go-down rental charges component
- ii) Unloading charges component (which includes unloading of materials from trucks, stacking, counting, handling) based on Actual quantity unloaded **X** charges for unloading & stacking per MT (as quoted by Tenderer).
- iii) Loading charges component (which includes loading of materials on trucks, handling) based on Actual quantity sold / delivered **X** charges for loading per MT (as quoted by Tenderer).

Please note that the component ii) & iii) payment shall be purely on the basis of material actual quantity handled per rake (for unloading) and in a month (for loading) respectively. For NIL material handled in any month, the component shall be NIL.

This also does not mean that the sub-contractor shall show any dereliction of duty for material handling as required in tender. For any such non-compliance of tender conditions, the remedial measures as stipulated in contract shall be applied.

Payment shall be made to the Sub-Contractor on monthly basis by way of e-payment within three weeks from the date of receipt of invoice/bills, if found in order along with all required supporting documents. The EFT/mandate format for this purpose is given in Annexure-IX. The Sub-Contractor shall deposit service tax so charged with the appropriate authority well in time and submit proof thereof.

#### 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.

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



#### 30. Qualification Requirements :

- (i) 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 into handling agreement with NSIC.
- (ii) Contractor should have a valid GST 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 one year or for period of the contract.
- (vi) The contractor should have necessary approvals, registration and licenses, required for rendering the Services in this tender.
- (vii) The Contractor should attach the necessary proofs of above arrangements/qualifications along with the technical bid (Techno-commercial bid).

#### 31. Description of stockyard / Premises required:

- (i) The Stockyard/Godown offered for the purpose should be a single godown having an open area of 40000 sq. ft. The Godown should have ample space for movement of vehicles inside the premise for the purpose of unloading / loading.
- (ii) The godown should have two or more doors i.e. entry/exit points for simultaneous loading/unloading operations.
- (iii) The godown should be well connected to main road and approach available should be wide and clear without any obstacles. Godown should have ample parking space for the inbound and outbound trucks including space for vehicle movement and turning, 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-7/2022-23

#### Facilities to be provided by Sub-Contractor at Stockyard/Godown:

- 1. The Go-down must be owned or on-lease to Sub-Contractor. Go-down shown by Sub-Contractor in pre-award inspection & accepted by NSIC/HPCL shall have an area of approximately 40000 square feet.
- 2. Two office rooms/cabins with adequate facility 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 also.
- 3. Personal Computer (PC) with printer and un-interrupted power supply (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 shall be available adjacent to or close vicinity of go-down for use.
- 5. Adequate security arrangements are to be provided round the clock at the godown.
- 6. Broadband or similar internet connection shall be available from Sub-Contractor side for carrying out the work, for which the prices shall be deemed to be included in the offered price. Provision for standby internet connection shall also be available in case of failure of existing one.
- 7. At least one computer literate person shall be posted at the stockyard for carrying out stock receipt entries, generate computerized invoices & other computer related report/work.
- 8. All installations including systems related equipment are to be maintained by the Sub-Contractor at his own cost.
- 9. 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:	



## **Annexure-III**

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

Tender No. NSIC/GAU/GODOWN-7/2022-23

1. Address of the Stockyard:	
2. Area of the godown:	
<ol> <li>Plan / layout of the godown: (Enclose Drawing separately, if required)</li> </ol>	
The above go-down site will be visited & inspendent opening of Techno-Commercial Bid and the same	
(Signature of the Bidder) Name, Designation of the Signatory Name of the company & Seal Dated:	



### **Annexure-IV**

## **DETAILS OF SIMILAR WORKS EXECUTED**

## Tender No. NSIC/GAU/GODOWN-7/2022-23

SI No.	Full Postal Address of Client & Name of officer-in charge with telex/telephone No.		Value of Contract	Date of Commence- ment of Work	stated in Tender (month)	completion on time (month)	Year of completion on	Remarks
1	2	3	4	5	6	7	8	9

Note: Enclose extra sheet, if required. Documentary proof for above data, self-attested is also to be enclosed.

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



#### **Annexure-V**

## **DETAILS OF MATERIAL HANDLING EQUIPMENTS (If Applicable)**

## Tender No. NSIC/GAU/GODOWN-7/2022-23

Tenderer shall submit herein details of material handling equipment, tools & tackles, etc. proposed to be deployed at Go-down to perform this work, if applicable.

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:	
l	



#### **Annexure -VI**

## ORGANISATIONAL SETUP FOR GODOWN OPERATION

#### Tender No. NSIC/GAU/GODOWN-7/2022-23

Tenderer has to indicate the organizational setup to be maintained for operating Go-down, i.e. arrangement for Go-down setup for execution of tender anticipated work.

Please note that Tenderer shall be required to augment manpower depending on the requirements for timely completion of work as directed by NSIC Engineer- in-Charge.

The Tenderer is required to furnish/enclose the bio-data (in separate sheets) of key personnel to be deployed at Go-down site.

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

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



## **Annexure-VII**

## **LEGAL CASE DETAILS & DISCLOSURE BY TENDERER**

## Tender No. NSIC/GAU/GODOWN-7/2022-23

a) Arbitration cases pending, if any:
b) Disputed work (in-complete), if any:
c) Pending civil cases against the firm or the Proprietor, if any:
d) Pending criminal cases against the firm or Proprietor, if any:
e) Punishment awarded under civil or criminal cases, if any:
(Signature of the Bidder)
Name, Designation of the Signatory Name of the Company & Seal: Date:



#### **Annexure-VIII**

## **Special Instructions to Bidder**

#### Tender No. NSIC/GAU/GODOWN-7/2022-23

- 1. 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 thus offer may become defective.
- 2. NSIC shall endeavor to award this tender in minimum possible time and therefore Bidders are requested to carefully read and submit their most competitive, responsive Bid fulfilling tender terms and conditions.
- 3. Bidders are requested not to presume anything and are encouraged to seek clarification and get themselves satisfied prior to submission of their bid, either by,
  - a) Email at NSIC id: <a href="mailto:bogwh@nsic.co.in">bogwh@nsic.co.in</a>, <a href="mailto:zgmne@nsic.co.in">zgmne@nsic.co.in</a>,
  - b) In person visiting the Branch Office with written clarification letter
  - c) By sending clarification letter by speed-post within the given time frame with Tenderers email details for fast response from NSIC side.
- Bidders are requested to provide all information/document/data, etc. as asked in tender and to submit Tender without any deviation to tender clauses.
- 5. No correspondence shall be entertained for non-submission of any Information/document/data and the tender shall be evaluated purely based on Information/ document/data available with submitted tender.

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



#### MAY PLEASE NOTE THE FOLLOWING INFORMATION:-

#### **6.1. TENDER SUBMISSION ENVELOPE & ADDRESS:**

- **6.1.1.** Tender, Techno-Commercial portion (part-I) & Price-Bid portion (part-II) must be submitted in 2 (two) separate sealed envelopes.
- **6.**1.2. Both the Part-I & Part-II sealed envelopes to be kept inside one Bigger sealed envelope.
- **6.**1.3. The sealed Big envelope is to be submitted or sent to the address given in Notice Inviting Tender.
- **6.**1.4 Name of work, Tender reference number, bid details (part-I & part-II), tender opening date, etc. are to be super-scribed on all the envelopes.

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

- 6.2.1. Tender sealed Bid (part-I and part-II) shall be received at the office of tender issuing officer up to date / time mentioned in NIT.
- 6.2.2. Only Techno-Commercial Bid (part-I) will be opened on the Bid opening date and time i.e. 26.12.2022 at 12.30 PM in front of present Tenderers.
- 6.2.3. Tender containing price information in Techno-commercial portion, part-I is liable to be rejected.
- 6.2.4. All the pages of tender are to be signed & submitted.
- 6.2.5. Tenderers or their authorized representative may witness the tender opening.

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

6.3.1. Price-Bid, Part-II of the tender/ offers of only those Bidders, who are techno-commercially qualified, after detailed evaluation of Techno-Commercial Bid, shall be opened on next given date in presence of technically qualifying Bidders.

### **6.4. OTHER CONDITIONS:**

- 6.4.1.NSIC accepts no responsibility for any loss/delay in receipt of offers sent by post. Offers received late/incomplete are liable to be rejected.
- 6.4.2.If last date of receiving /opening tender coincides with holiday, the date will be shifted to the next working day for convenience.
- 6.4.3.NSIC reserves the right to accept or reject any or all bids in part or full without assigning any reason whatsoever.

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



## **Annexure-IX**

## Bank EFT Form for E-Payment/Mandate Form (To be submitted in Duplicate)

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## National Small Industries Corporation Limited,

Guwahati.	nunimaic	ian																			
<b>Dear Sir,</b> Sub: Authorization fo / Internet Banking.		-																	S/	NE	FT)
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Bank's Stamp:																					
Date:																					

(Signature of the Authorized Official from the Banks)

N.B.: RTGS/ NEFT charges if any, is to be borne by the party.



### **Annexure-X**

## INDEMNITY AND CUSTODY BOND

#### Tender No. NSIC/GAU/GODOWN-7/2022-23

And whereas service provider's has agreed to execute as Indemnity and Custody Bond in terms of the said agreement for 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 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 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 stockyard.
- 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.



- 5. 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.
- 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 Sub-contractor and NSIC/HPCL 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 For and on behalf of **Bidder** 

Witnessed By

1.

2

Signed, Sealed & Witnessed For and on behalf of **National Small Industries Corporation Ltd.** 1



## **Annexure-XI**

# **PRICE-BID**

## Tender No.: NSIC/GAU/GODOWN-7/2022-23

(to be submitted separately in a sealed envelope)

I	Go-down Rent:	Rs.	(Per
	(for around 40,000 square feet space as Godown)	month)	_ (
	(for storage of HPCL Bitumen products, etc. Godown to be	,	
	utilized for maintaining stockyard operations to be		
	undertaken by the Sub-Contractor, as per terms & conditions		
	of the Tender reference no. NSIC/GAU/GODOWN-7/2022-		
	23		
П	Unloading charges:	Rs	(Per
	(includes unloading of materials from trucks, counting,	MT)	
	stacking, handling based on Actual quantity delivered, local		
	variant charges, any other type of charges (if any), stock		
	receiving documentation and other connected jobs etc. as		
	mentioned in Tender reference no. NSIC/GAU/GODOWN-		
	7/2022-23		
Ш	Loading charges:	Rs	(Per
	(includes loading of material on trucks, handling materials	MT)	
	based on Actual quantity loaded/delivered, any other type of		
	charges (if any), stock transfer documentation and other		
	connected jobs etc. as mentioned in Tender reference no.		
	NSIC/GAU/GODOWN-7/2022-23		
IV	Note: GST shall be EXTRA as on actuals with submission of red	ceipts.	
	Signature of the Bidder)		
	Name, Designation of the Signatory Name of the Company & Seal:		
	Date:		



- 1. For the purpose of evaluation of bids 1000 MT handling will be considered from the above tables on the rates offered by the Bidders.
- 2. All terms and conditions of the tender as stipulated by NSIC is acceptable.
- 3. The minimum estimated quantity to be handled per month will be 1000 MT and annual quantity 12000 MT approximately, which may decrease or increase also.
- 4. The rates quoted shall be inclusive, except GST. The Bidder shall raise GST-compliant invoice, for NSIC, showing GST component separately which will be paid extra on proper GST receipts.
- 5.Unloading Charges payable per rake shall be calculated based on actual quantity unloaded (X) charges for unloading per MT. Loading Charges payable per month shall be calculated based on actual quantity delivered (X) charges for loading per MT. Go-down monthly rental shall be fixed throughout the contract period.
- 6.Tender will be awarded to the lowest price offering Bidder (evaluated on combined price of rent and 1000 MT material each for unloading & loading charge).
- 7. Tender awardee unit shall have to submit Bank Guarantee of Rs. 2 Lakhs in favour of National Small Industries Corporation (NSIC) Ltd. upon receiving the work order as Security deposit.
- 8.NSIC shall have the right to invoke the Bank Guarantee upon breaching of the contract by the service provider or due to any financial loss to NSIC caused by the service provider.

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