

Ref: NSIC/M/ZGM/8(10)/09-10 / \_\_\_\_\_

Dated: -10-2009

M/s. ....  
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**Sub:** Tender for Storage, handling & operation of Regional Sale Centre (RSC) of IOCL for Purified Terephthalic Acid (PTA) at Ankleshwar, Gujarat.

Dear Sirs,

We invite your most competitive offer in two bid system in sealed cover for Storage, handling & operation of Regional Sale Centre (RSC) of IOCL for Purified Terephthalic Acid (PTA) at Ankleshwar, Gujarat. The scope of work, period of contract, terms of payment, proforma for quoting Technical Bid & Price Bid and other terms & conditions of the contract shall be as set out in enclosed tender documents.

The tender shall be duly filled in prescribed formats mentioned at "Proforma for Technical Bid and Proforma for Price Bid" and all the pages of the tender including the terms & conditions and supporting documents shall be signed by authorized signatory on your behalf & enclosed with your covering letter in two separate sealed covers superscribing on the top of envelope "Tender for Storage, handling & operation of Regional Sale Centre (RSC) of IOCL for Purified Terephthalic Acid (PTA) at Ankleshwar" – Technical Bid / Price Bid separately.

The tenderers are requested to carefully go through the tender documents for the requirements of premises, handling equipments and the nature of products and ensure that they fulfil the terms and conditions set out there in. The scope of work is always more than the written one in the form of incidentals. The tenderers may note that the particulars called for in the Technical Bid have to be submitted by them in the form of answers supported by documentary proof for such information wherever required.

The tenders shall be addressed to Zonal General Manager, National Small Industries Corporation Ltd., Third floor, R&C Ltd. Building, Sir J.J. Road, Byculla, Mumbai – 400008 and shall be submitted on or before **3.00 p.m. on 21.10.2009**. The Technical Bid will be opened on the same day at 3.30 p.m. in front of the representatives of the tenderers present, if any followed by inspection of the site. The Price Bid of only those sub contractors shall be opened who have qualified in Technical Bid and offered the RSC premises in accordance with the requirements. The date of inspection and opening of price bid will be informed separately.

Yours faithfully,

**(Hemraj Singh)**  
**Zonal General Manager (W)**

Tender for Storage, handling & operation of Regional Sale Centre (RSC) of IOCL  
for Purified Terephthalic Acid (PTA) at Ankleshwar, Gujarat.

Tender No. NSIC/M/ZGM/8(10)/09-10/ \_\_\_\_\_

Tender due on : 21-10-2009 at 3.00 p.m.  
Tender opening on : 21-10-2009 at 3.30 p.m.  
Tender documents cost Rs. 500.00

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**Signature of tenderer**

Full Name & Address of the Signatory  
Including name of the Firm, if any with Stamp

**Tender for Storage, handling & operation of Regional Sale Centre (RSC) of IOCL for Purified Terephthalic Acid (PTA) at Ankleshwar, Gujarat.**

**Tender No. NSIC/M/ZGM/8(10)/09-10**

Indian Oil Corporation Ltd., (IOCL) a Govt. Company has set up an integrated Purified Terephthalic Acid (PTA) Plant at Panipat Refinery, Panipat, Haryana, India. IOCL wishes to set up 'Regional Sales Centres' at various locations in India so as to enable distribution and sale of PTA in an efficient manner and intends to appoint National Small Industries Corporation Ltd. (NSIC), A Govt. of India Enterprise having Head Office at NSIC Bhavan, Okhla Indl. Estate, New Delhi – 110 020 and a Branch Office at Prestige Chambers, Kalyan Street, Masjid (E), Mumbai –9 and a Zonal Office at 3<sup>rd</sup> floor, R & C Ltd., Building, Sir J.J. Road, Byculla, Mumbai – 8, as its handling agent to operate the Regional Sales Centre at Ankleshwar, Gujarat. NSIC is desirous of appointing a Sub-Contractor for carrying out the said operations on its behalf at Ankleshwar. The terms & conditions of the contract shall be as appearing hereinafter.

**General Terms & Conditions :**

**Clause 1 : Definitions and Interpretation**

1.1 Definitions

Unless repugnant to the meaning or context hereof, terms used in this Contract in the uppercase form shall have the meaning as given below:

'Advise' shall mean the advise issued by IOCL / NSIC Representatives to Sub-Contractor Representatives for despatch of product from RSC to the customer.

'Contract' shall mean this Contract entered into between NSIC and Sub-Contractor including any amendments thereto.

'Effective Date' shall have the meaning assigned to it in Clause 2.

'Intimation' shall mean the intimation issued by IOCL / NSIC Representatives to Sub-Contractor Representatives for product despatch by IOCL, Panipat intended for RSC.

'Liabilities' shall mean all direct, indirect and consequential losses, costs, damages, expenses, penalties, interest, claims (including third party claims) and liabilities imposed, claimed or levied or assessed against IOCL / NSIC, attorneys' fees and disbursements of any kind or any nature whatsoever imposed upon IOCL / NSIC, whether incurred directly or indirectly by IOCL / NSIC.

'Party' shall mean NSIC and Sub-Contractor individually and 'Parties' shall mean NSIC and Sub-Contractor collectively.

'Person' shall mean, without limitation, an individual, corporation (including a non-profit corporation), partnership, joint venture, trust, association, organisation, or other entity or governmental authority and shall include any successor (by merger or otherwise) of such entity.

'Point of Origin' shall mean the gate of the premises of the RSC.

'Point of Destination' shall mean the location as specified in the relevant Advise.

'Product' shall mean Purified Teraphthalic Acid (PTA) stuffed in Flexible Intermediate Bulk Container Bags (FIBC), depending on the context in which the expression is used.

'Requirement' shall mean requirement as per any legislation, rule, judicial order or any order of any person having the force of law, prevailing as on the day compliance is sought.

'RSC' shall mean the Regional Sales Centre located and described in **clause -II**.

'Stock Transfer Challan' shall mean the stock transfer challan bearing the signature of IOCL / NSIC Representative certifying amongst other things the quantity and quality of the Product in the relevant Truck (Inbound).

'Transitional Period' shall mean with respect to the Product, the period commencing from the Point of Origin till the Point of Destination.

'Truck' shall mean the trucks used for loading of Product and carriage as envisaged in the Contract.

'Truck (Inbound)' shall mean Truck containing Product and reporting/intended to report at the RSC.

'Truck (Outbound)' shall mean Truck containing Product and despatched from the RSC.

'Working Days' shall mean, as to any location, any day other than notified holiday observed by IOCL.

'Working Hours' shall mean 0900 am to 2000 pm on all Working Days.

## 1.2 Interpretation

- (i) Unless otherwise specified, any reference to Clauses, Sub-Clauses, Paragraphs and or Exhibits is intended to refer to Clauses, Sub-Clauses, Paragraphs and or Exhibits of the Contract.
- (ii) Titles of Clauses, Sub-Clauses, Paragraphs and or Exhibits are intended for convenience of reading only and do not represent nor shall they be construed to represent any other meaning.
- (iii) References in this Contract to any Contract or document, shall be construed as a reference to each such Contract or document as the same may have been, or may from time to time be, amended, varied, novated, replaced or supplemented.

- (iv) Unless otherwise specified, expressions such as 'hereby', 'hereunder' or the like are intended as 'by this Contract' and 'under this Contract' or the like as applicable and not by or under a specific Clause or Paragraph.
- (v) Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.

## **Clause 2: Contract Period**

- 2.1 This Contract shall come into force and effect for two year from the date of execution of consequential agreement between the parties after award of the contract.
- 2.2 Notwithstanding anything contained in clause 2.1 above, the contract period shall be limited strictly to the period of corresponding contract period between IOCL and NSIC for operation of the said stockyard .
- 2.3 Any time during the pendency of the contract, on 30 days intimation, NSIC shall be entitled to surrender/move out from any of the depots/warehouse and may call upon contractor for finalising another depot/warehouse at any other location at Ankleshwar or at any other place where the IOCL may want NSIC to find out and operate the RSC. The contractor shall, within 10 days or within such time as may be granted, intimate and offer the depot/warehouse to NSIC and upon confirmation by NSIC within 10 days thereafter shift to another depot/warehouse on the same terms and conditions set out herein. The cost incidental to the shifting of such operation shall be born by contractor.

## **Clause 3 : Scope**

- 3.1 During the term of this Contract, Sub-Contractor shall render services, based on Intimation and Advise issued by IOCL / NSIC from time to time. The engagement by IOCL / NSIC of Sub-Contractor in terms of this Contract is on a non-exclusive basis and nothing contained herein shall affect the right of IOCL / NSIC to engage services of other Persons for similar services.
- 3.2 Sub-Contractor shall, during the Transitional Period and at all hours, be fully and exclusively responsible for the safety, quantity and quality of Product as specified in the relevant stock transfer challan.

## **Clause 4 :Obligations of Sub-Contractor**

### **4.1 Services**

SUB-CONTRACTOR shall, based on Intimation and Advise, provide 'warehousing services', in compliance with all Requirements/ guidelines and manuals provided by IOCL / NSIC including but not limited to:

#### 4.1.1 Services upon arrival of Truck-Inbound

(i) Upon arrival of Truck-Inbound;

(a) Sub-Contractor shall tally the Truck no./ container no. with the no. specified in the Stock Transfer Challan and check the physical condition of the Truck/ container.

(b) Sub-Contractor shall visually check the physical condition of each bag containing the Product for dust, damage, leak, moisture and presence of water/ greasy material/etc.

(c) Sub-Contractor shall arrange weighment of atleast three bags on each Truck (on random basis) and in case the weight varies beyond permissible limits (as advised by IOCL / NSIC), then all bags in such Truck are required to be checked for weight and recorded.

(d) The quality and quantity particulars recorded pursuant to para (b) and (c) above, shall be specified by the Sub-Contractor in all copies of the Stock Transfer Challan to be furnished by the driver of the Truck (Inbound) and each such copy shall be duly signed and stamped by Sub-Contractor Representative. All such copies of the Stock Transfer Challan shall be countersigned by the driver of the Truck (Inbound). The transporter's copy of the Stock Transfer Challan shall be handed over to the driver of the Truck (Inbound).

(e) Sub-Contractor shall arrange for offloading the Truck-Inbound, within 2 (two) hours of the Truck reporting at Point of Origin.

(ii) Sub-Contractor shall ensure that the bags containing the Product are off-loaded from the Truck / container at the RSC in a safe and secure manner. The bags containing the Product shall be stored/stacked in an area demarcated exclusively for IOCL Product. **Sub-Contractor shall ensure that bags, which do not meet the quality and quantity norms as advised by IOCL / NSIC, shall be segregated and identified as such within the RSC.**

(iii) Sub-Contractor shall ensure that the bags containing the Product are stored and stacked in the RSC in such a manner so as to ensure that the bags are fit for use by IOCL customer. For such purpose Sub-Contractor shall take the following minimum precautions:

(a) tarpauline sheet shall be spread on the ground

(b) ensure cleanliness of the area for absence of dust, bird nest, water, greasy material etc. and avoid ingress of water/moisture particularly during rainy season.

(c) ensure that the area remains no-smoking at all times and relevant signage to such effect should be displayed prominently.

**(d) ensure handling of FIBC bags by Fork lift / FLT. The operation will require minimum two numbers of hydras and 2-3 battery operated fork lifts or more depending upon the operational requirements.**

(e) ensure that the FIBC bags are stored in maximum 1+2 stack arrangement.  
The ground area should be covered first before stacking the second row.

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- 4.1.2 (i) Sub-Contractor shall demarcate space measuring about 26,000-32,000 Sq. Ft. (or more if required by IOCL/NSIC at agreed tariff) within the RSC to be exclusively used for the purposes of this Contract. Sub-Contractor shall maintain within the RSC, exclusive office facilities for IOCL / NSIC which shall include;
- (a) a proper office room with furniture/ fixtures, telephone and fax (both with STD) facility,
  - (b) minimum of 2 (two) computers and printer with required computer operators for undertaking documentation as per requirements of IOCL /NSIC
  - (c) proper internet connection at all times,
- (ii) Sub-Contractor shall engage the services of one qualified and professional manager, exclusively to over-see the activities as envisaged in the Contract, and shall engage atleast 10-15 persons for handling the Product and all related actions like weighing, re -filling, storing torn bags and record of seals , replacement bags including all kinds of MIS reports required by IOCL / NSIC**
- (iii) Sub-Contractor shall also ensure that a check scale is available for use, as and when required.
- (iv) IOCL/NSIC will provide software as well as training to computer operator. For connectivity between the RSC and IOCL's ERP system, Sub-Contractor shall facilitate the same including provision of ISDN/ Radio station facility, as required.
- (v) Sub-Contractor shall provide adequate loading/ unloading bays/ **ramps** for proper loading/ unloading of FIBC bags
- (vi) Sub-Contractor shall ensure that operations at the RSC are conducted between 0900 am to 2000 pm for 7 days in a week. In case of exigency of work, Sub-Contractor shall extend the working hours so as to clear all works on the day as per the scope.
- 4.1.3 Sub-Contractor shall complete all documentation in connection with despatch of Products by the Trucks (Outbound), including billing in the name of IOCL in case of sale of Product in the format and rates specified by IOCL from time to time. IOCL / NSIC shall make available to Sub-Contractor necessary printed stationery required by Sub-Contractor to comply with obligations specified in this clause.
- 4.1.4 Based on Advice issued by IOCL / NSIC Representative from time to time, Sub-Contractor shall ensure that the Product is loaded on Truck (Outbound) in a safe and sound manner. For such purpose Sub-Contractor shall take the following minimum precautions:

- (i) FIBC bags shall be loaded on the basis of first-in first-out.
- (ii) Each FIBC bag shall be visually checked for dust, damage, soiling, moisture, water, greasy material, leak, stitch seams, damage in any loop etc.
- (iii) One FIBC bag per truck shall be weighed. In case the weight is beyond permissible limits (as advised by IOCL / NSIC), **such bag is not to be despatched and shall be segregated and stored in a separate place identified for the same within the RSC and proper record shall be maintained.** Further, in such event, all bags in such Truck are required to be checked for weight and recorded.
- (iv) The Truck (Outbound) shall be checked for absence of dust, mud, moisture, water, greasy material, protruding object etc.
- (v) Floor area of the Truck (Outbound) shall be properly covered with polyethylene sheets/corrugated sheets/polythene sheets with all sides properly covered with corrugated paper wall. The material for covering will be provided by IOCL / NSIC.

4.1.5 Sub-Contractor shall obtain due acknowledgment for Product received in good condition from transporters after loading the trucks (outbound).

4.1.6 In case of any loss / damage of product during receipt, storage and dispatch, NSIC shall be entitled to investigate the matter and in case it being found that the loss/damage is attributable to Sub-Contractor, then NSIC shall be entitled to debit cost of Product to Sub-Contractor under this Contract.

## 4.2 **Maintenance**

4.2.1 Sub-Contractor shall ensure that the RSC, especially the portion demarcated for IOCL Products, is maintained in clean and proper condition, suitable for storage of Product, at all times and undertake any repairs, maintenance, modifications and additions as may be necessary to carry out obligations under this Contract and further ensure that the all Requirements are complied with in the storage and handling of the Product. The material safety and data sheet with respect to the Product is attached hereto as **Exhibit 1**, so as to assist Sub-Contractor in taking special handling and storage care that is required in relation to the Product. Without prejudice to the aforesaid, Sub-Contractor shall take particular care in ensuring that the RSC remains free and safe from moisture, pests and dust.

4.2.2 Sub-Contractor shall ensure that all necessary equipment, such as fork lift hydra etc. and check scale (min 1500 kg with tolerance limit of 100 gm), are available in good and proper condition at the RSC to as to enable loading and off-loading of the Product onto/from Trucks.



#### 4.3 Attending IOCL/ NSIC Customers

Sub-Contractor shall appropriately attend to IOCL's / NSIC's customers at the RSC during Working Hours.

#### 4.4 Liability for Payments

Sub-Contractor shall be solely responsible for any payment (whether by way of salary or other benefits or compensation, statutory or otherwise) to be made to any person including its employees or any other persons retained by Sub-Contractor or the account of such person, who is involved in providing any part of operations carried out in the RSC.

#### 4.5 RSC Expenses

Sub-Contractor shall be responsible for all costs and expenses at the RSC incurred in complying with its obligations under this Contract, including electricity charges, water tax charges, postages, telephone, telex charges, municipal taxes and any other expenses and levies.

#### 4.6 Timely Service

As time is the essence of the Contract, Sub-Contractor agrees to provide all infrastructure and service in a manner necessary to effect the timely and safe implementation of the Contract.

#### 4.7 Insurance

Sub-Contractor shall at all times maintain valid insurance during the term of the Contract with respect to RSC premises and equipment at RSC and third party liability. Sub-Contractor shall ensure that terms of any such insurance shall contain a waiver of subrogation rights against NSIC.

#### 4.8 Compliance with Requirements

Sub-Contractor shall ensure compliance with all Requirements and maintain all records (including statutory records and documentation) as may be applicable in the performance of the Contract, including provisions of the Motor Vehicles Act, excise laws and various labour laws. Without prejudice to the generality of the aforesaid, Sub-Contractor shall be liable for payment of service tax, compliance with obtaining and maintaining all applicable licenses/permits required to perform the terms of this Contract.

#### 4.9 Security Arrangements

Sub-Contractor shall be responsible for all security arrangements, whether during Working Days or holidays, as may be required or deemed fit by NSIC / IOCL for the purpose of performing the obligations under the Contract. The security will be specifically posted to receive and release the incoming and outgoing trucks respectively.

#### 4.10 Reporting

Sub-Contractor shall furnish reports and other records in a timely manner, as per the formats and periodicity advised by IOCL/ NSIC from time to time. Such reports shall be accurate and be signed by its representative.

#### 4.11 Incidental Activities

Sub-Contractor agrees to do, in good faith, all such activities, as may be necessary to comply with its obligations set forth in clause 4.

### **Clause 5: Obligations of NSIC**

#### 5.1 Make Payments

NSIC shall make payments to Sub-Contractor in accordance with sub-Cl. 7.1.

#### 5.2 Product Insurance

IOCL/NSIC shall be responsible for maintaining, fidelity insurance and adequate insurance cover with respect to Product stocked in the RSC pursuant to the Contract.

#### 5.3 Stationery

IOCL/NSIC shall make available to Sub-Contractor necessary printed stationery required by Sub-Contractor to comply with obligations specified in Clause 4.1.3.

#### 5.4 Place of Business

IOCL / NSIC shall arrange for notification of the RSC as a 'place of business' as applicable under provisions relating to Sales Tax and Excise Tax. Sales tax registration with respect to the RSC shall be the responsibility of IOCL/ NSIC. However, it will be the responsibility of the Sub-Contractor to take necessary approval from appropriate Municipal / State / Licensing Authority to carry out the business of storage & handling of PTA at RSC.

### **Clause 6 : Covenants**

#### 6.1 Inspection

6.1.1 IOCL/NSIC shall be entitled to visit the RSC and any process carried therein to ensure compliance by Sub-Contractor of this Contract. Sub-Contractor shall, at the request of IOCL/NSIC make available for inspection by IOCL/NSIC such records/documents bearing connection with the performance of the Contract by Sub-Contractor and also furnish photocopies of documents as may be requested by IOCL/NSIC. Provided however,

- (i) any such inspection is a right of IOCL/NSIC and not its obligation,
- (ii) such inspection by IOCL/NSIC shall not in any manner relieve Sub-Contractor of its obligation or responsibilities under the Contract.

**6.2 Indemnity**

**6.2.1 Indemnity by Sub-Contractor**

- (i) Sub-Contractor agrees to indemnify IOCL/NSIC in case any representations or warranty under the Contract is found to be untrue or inaccurate.
- (ii) Sub-Contractor shall be liable to fully indemnify IOCL/NSIC against all Liabilities, in case of any loss caused to IOCL/NSIC or any of its employees, directors or consultants, authorised representatives, agents, subsidiaries, successors and assigns, in the course of performance of the Contract by Sub-Contractor.
- (iii) Without prejudice to the generality of the aforesaid clause, Sub-Contractor agrees to indemnify IOCL /NSIC against all Liabilities by virtue of, or in connection with, or arising out of any:
  - (a) Failure of Sub-Contractor to maintain or take appropriate licenses/permits/consent to carry out the purposes of the Contract;
  - (b) Claims made by any employees or agents of Sub-Contractor, including any claim by Sub-Contractor is personnel that they are IOCL /NSIC employees for any purpose; and
  - (c) Claims arising from the negligence of Sub-Contractor in performing its obligations under the Contract.
  - (d) Third party claims e.g., discharge of effluent into nearby drains-neighbourhood.
  - (e) The afore-going indemnities in paragraphs (a) to (d)

**6.3 Encumbrance**

SUB-CONTRACTOR acknowledges that it has no right to create any lien over the Product stored therein pursuant to the Contract under any circumstance.

**6.4 Handover upon Termination**

Upon expiration or termination of this Contract for whatever reason, SUB-CONTRACTOR shall facilitate a smooth transition by rendering all such co-operation, including but not limited to handing over all stocks, materials, stationery belonging to IOCL/NSIC, furnishing all relevant documents/records, as may be requested by IOCL/NSIC, for a period of at least 30 (thirty) days from the date of such expiration or termination.

**Clause 7 : Payments and Taxes**

**7.1 Fixed Rent and Charges**

In consideration of SUB-CONTRACTOR performing its obligations hereunder, NSIC agrees to pay to SUB-CONTRACTOR the following:

- 7.1.1 NSIC agrees to pay the charges for providing services in terms hereof, as specified in **Exhibit 2**, within 15 (fifteen) Working Days of receipt of the invoice by NSIC.

7.1.2 If NSIC disputes the validity of any portion of any invoice, NSIC will timely pay SUB-CONTRACTOR the undisputed portion and will notify SUB-CONTRACTOR of the invoice dispute. NSIC and SUB-CONTRACTOR will work diligently and in good faith to resolve any invoice dispute. Meanwhile, SUB-CONTRACTOR agrees that it shall continue to perform under the Contract.

7.1.3 Except as expressly specified in the Contract, NSIC shall not be liable to pay any amounts whatsoever to SUB-CONTRACTOR or to any person claiming through SUB-CONTRACTOR.

**7.2 Invoice**

SUB-CONTRACTOR shall raise invoice with respect to rent and charges, by the 7<sup>th</sup> of every calendar month. Invoice for any particular calendar month shall be raised in the immediately following calendar month.

**7.3 Taxes**

SUB-CONTRACTOR shall be responsible for any and all taxes, levies and other costs as may be applicable in the course of performing under this Contract and shall be responsible for filing all applicable returns including service tax on the billing under clause 7.1.1.

**8. Representations and Warranties**

8.1 Representations and Warranties of NSIC .The NSIC hereby represents and warrants to SUB-CONTRACTOR as follows:

- (i) NSIC is competent to enter into the Contract and perform in terms thereof.
- (ii) Execution of this Contract or performance hereof by NSIC shall not violate any rule, regulation, law, order of court or contract by which NSIC is bound.

8.2 Representations and Warranties of SUB-CONTRACTOR

SUB-CONTRACTOR hereby represents and warrants to NSIC as follows:

- (i) SUB-CONTRACTOR is competent to enter into the Contract and perform in terms thereof.
- (ii) Execution of this Contract or performance hereof by SUB-CONTRACTOR shall not violate any rule, regulation, law, order of court or contract by which SUB-CONTRACTOR is bound.

(iii) SUB-CONTRACTOR is fully entitled to operate the RSC and the equipment in terms of the Contract and the same are not encumbered in any manner and nor has SUB-CONTRACTOR entered into any Contract whereby the same may be subject to encumbrance.

**9. Other Provisions**

9.1 Term and Termination

9.1.1 This Contract shall be for a period of two years or as may be agreed from the Effective Date, unless terminated / expired earlier in terms of clause 2.2 hereof. The contract may be renewed at the sole option of NSIC.

9.1.2 This Contract may be terminated by either Party without assigning any reasons, by giving one month notice in writing to the other Party.

9.1.3 Upon termination of this Contract;

(i) rights and obligation accrued by either Party prior to the date of termination shall not be affected,

(ii) all rights granted by NSIC to SUB-CONTRACTOR under this Contract, shall come to an end,

(iii) the obligation of SUB-CONTRACTOR under Sub-Clause 6.4 shall not be affected in any manner, and

(iv) SUB-CONTRACTOR shall forthwith return to IOCL/NSIC all unused stationery and promotional literature and material given by IOCL/NSIC to SUB-CONTRACTOR hereunder and shall remove all IOCL/NSIC signage from the RSC. SUB-CONTRACTOR shall ensure that signage is left mutilated.

9.1.4 Termination of this Contract shall not affect provisions, which are intended by their very nature to survive termination of the Contract, including provisions relating to indemnity.

9.2 Force Majeure

9.2.1 Any delay or failure by a Party in the performance of this Contract (with the exclusion of confidentiality obligations under Clause 9.6 and payment obligations under this Contract) shall be excused if and to the extent caused by force majeure event. Events of force majeure shall mean the following:

(i) Acts of God;

(ii) Acts of war of the public enemy, hostilities, or warlike operations (whether war be declared or not), invasion, act of foreign enemy, civil war or acts of terrorism;

(iii) Public disorders, insurrection, revolution, rebellion, sabotage, riots, mutiny, usurpation of military power, conspiracy, civil commotion or violent demonstrations;

(iv) Explosions, fires, earthquake, landslide, volcanism, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or inclement weather condition, nuclear and pressure waves or other natural calamities;

(v) order of any governmental authority; and

(vi) Sabotage, embargo, import restriction, port congestion, lack of usual means of public transportation and communication (where caused by circumstances that are themselves events of force majeure), industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine or plague;

It is understood that commercial hardship, third party breach, equipment breakdown, strike and shutdown or lockout of the SUB-CONTRACTOR shall not constitute an event of force majeure.

9.2.2 The Party suffering a force majeure event shall notify the other Party immediately in writing of the beginning and the cessation of the above circumstances.

9.2.3 In case of occurrence of an event of force majeure, each Party shall bear any costs incurred by it resulting there from. The Party affected by an event of force majeure shall use all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of delays occasioned by such event of force majeure including recourse to alternate acceptable sources of services and reasonable adjustment of work activities.

### 9.3 Dispute Resolution

In the event of a dispute between the parties regarding construction meaning and effect of the terms of the contract, the dispute shall be referred to the sole arbitration of the the Chairman-cum-Managing Director of NSIC or his nominee who shall enter upon the reference and his decision shall be final and binding on the parties. The Sub-Contractor shall have no objection that the Arbitrator appointed by the Chairman of NSIC is an employee of NSIC and as such, has expressed his opinion on the matter or the dispute under reference.

### 9.4 No Partnership

Nothing contained herein shall be construed to mean any relationship of partnership between the Parties.

### 9.5 Assignment

SUB-CONTRACTOR shall not assign this Contract or any part hereof without the prior written consent of NSIC. NSIC shall be free to assign this Contract.

### 9.6 Confidentiality

9.6.1 Each Party shall keep strictly confidential and shall not disclose to any third party the contents of this Contract, any information provided to such Party ('Receiving Party') by the other Party ('Disclosing Party') pursuant to this Contract or relating to the negotiations or performance of this Contract. SUB-CONTRACTOR shall ensure that its employees, agents, partners, contractors, consultants have similar obligation of confidentiality.

9.6.2 Nothing contained herein shall prevent the Receiving Party from disclosing any confidential information received from the Disclosing Party if and to the extent; (i) required to do so by law or any court, governmental or regulatory authority, provided that the Receiving Party shall give the Disclosing Party a complete description of the required disclosure; (ii) disclosed to the professional advisers or auditors of such Party; (iii) such information has come into the public domain through no fault of the Receiving Party; or (iv) the Disclosing Party has given its prior written consent to such disclosure.

**9.7 Entire Contract**

This Contract represents the entire Contract between the Parties in relation to the subject matter contained herein. Any amendment to this Contract shall be in writing as may be mutually agreed between the Parties.

**9.8 Severability :**

If any provision of this Contract shall be determined to be void or unenforceable under applicable law such provisions shall be deemed to be amended or deleted in so far as is reasonably inconsistent with the provision of this Contract and to the extent necessary to conform with applicable laws and the remaining provisions of the Contract shall remain valid and enforceable in accordance with its terms.

**9.9 Waiver:** Failure of either Party to enforce at any time or for any period of time any provision hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce each and every provision; nor shall any single or partial exercise of any right, power or privilege preclude any other future exercise thereof operate as a waiver.

**9.10 Concurrent Rights :** Parties shall be free to exercise any one or more of their rights concurrently.

**9.11 Jurisdiction :** Courts at Mumbai alone in [insert] alone shall have jurisdiction with respect to any matter arising hereunder or connected hereto.

**9.12 Notice**

**9.12.1** Any notice required herein or otherwise shall be delivered to the address of each Party mentioned below or shall be served by registered mail, courier, or facsimile (followed by a letter in original) to the proper address mentioned below.

**If intended for NSIC:** Zonal General Manager, NSIC Ltd. R&C Ltd. Bldg, 3<sup>rd</sup> floor, Sir J.J. Road, Byculla, Mumbai – 400 008

**If intended for SUB-CONTRACTOR:**

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**9.12.2** All other correspondence and invoices sent by SUB-CONTRACTOR to NSIC shall be addressed for the attention of the Branch Manager, NSIC and for those to be sent by IOCL to SUB-CONTRACTOR, the same shall be addressed to the attention of such person as is indicated by the SUB-CONTRACTOR. If sent by facsimile or e-mail the same shall be confirmed by sending the hard copy in the manner indicated in sub-clause 9.12.1.

The above addresses may be changed by two weeks written notice thereof to the other Party.

**10 : Qualification of Sub Contractors :**

**10.1** The Sub Contractor should be a reputed person, firm or company in existence for minimum one year and should have the valid authority to submit quotations and enter in to handling agreement with NSIC.

**10.2** Sub Contractor should have a valid Service Tax registration and Permanent Account Number (PAN) from appropriate authorities.

- 10.3 The Sub Contractor should have an experience in Consignment Agency / Handling business for more than one year and should have handled a minimum quantity 12000 MT per annum.
- 10.4 The Sub 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.
- 10.5 The Sub Contractor should own or possess the RSC premises under lease agreement valid for a minimum period of two years.
- 10.6 The Sub Contractor should own or possess handling equipments under hiring arrangement in order to insure continuous and permanent availability of same at RSC. Minimum one Hydra and two Forklifts should be available.
- 10.7 The Sub Contractor should attach the necessary proofs of above arrangements / qualifications along with the technical bid.

**11 : Description of Premises for operation of RSC (Ref. Clause 1.1)**

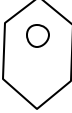
- 11.1 The RSC/Stockyard / Godown offered for the purpose should have a covered area of about 26,000 sq. ft. to 32,000 sq.ft. with even level and concrete flooring / with a provision of putting up wooden blocks for protection from moisture and a height capable of storing the FIBC Bags in stacks of ground plus two.
- 11.2 The Godown should have ample space for movement of fork-lift inside for the purpose of unloading / loading and staking.
- 11.3 The godown should have multiple doors i.e. entry / exit points for simultaneous loading / unloading operations.
- 11.4 The godown should be well connected to main road and approach should be wide and clear without any obstacles.
- 11.5 Godown should have ample parking space for the inbound and outbound trucks including space for movement and turn etc.
- 11.6 The godown roof should be water proof and covered by plastic tarpaulins of appropriate size and capacity to avoid any chance of seepage of water/moisture into godown. The windows / exhaust windows should also be located in such a manner that the dust, rainy water or the moisture cannot seep into godown through them.
- 11.7 The godown should have fire fighting equipments in appropriate numbers, pest control and all other provisions for safety of individuals operating inside the godown as well as of the material in accordance with the material safety data sheet (MSDS) provided in Exhibit 2.

Name and Signature of Tenderer  
with Address & Company Stamp



**Exhibit 1**  
[Ref- clause 4.2.1]  
Material Safety and Data Sheet  
Indian Oil Corporation Limited Petrochemical Marketing  
**MATERIAL SAFETY DATA SHEET (MSDS)**  
**Pure Terephthalic Acid (PTA)**

**1. CHEMICAL IDENTITY**

Trade Name	Pure Terephthalic Acid (PTA)	Chemical Classification	Hydrocarbon mixture
Chemical Name	1,4-Benzene dicarboxylic Acid.	<b><u>C.A.S. NO. 100-21-0 E.C. NO 202-830-0</u></b>	
Chemical Formula	$C_6H_4(COOH)_2$	Structural Formulae	<b>COOH</b> 
% Weight	100		
Regulated Identification	Shipping Name Pure Terephthalic Acid (PTA) Codes/Label Non- Hazardous Chemical (S) Warning Phrase None		

**1. PHYSICAL AND CHEMICAL DATA**

Physical State	Free Flowing Powder	Appearance (Colour)	White
Melting Point °C	425 in sealed tube	Odour	Almost Odourless
Minimum Ignition Temperature (°C)	500	pH Value	NA
Sublimation Temperature (°C)	300	Vapour Pressure (Pascal)	<b>0.00000003 at 10 °C</b>
Density (g/ml)	1.5	Solubility (Water)	Insoluble (15mg/l at 10 °C)
Bulk Density (g/ml)	1.12	Partition Coefficient	Log p n-octanol/water: 1.2 - 2
Flammable Limits (%V/V)	40	Flammable Powder Class	A
Flammable Mixture	Dust cloud with 10% oxygen level		

**2. FIRE AND EXPLOSION HAZARD DATA**

Explosive Properties	Group A dust. The material can form flammable dust clouds in air. Combustion will evolve toxic and irritant vapours		
Max. Rate of Pressure Rise	45500 kpa/s	Flammable Limits (lower) (%v/v)	40
Max. Explosion Pressure	790 kpa	Flammable Limits	NA
		Flammable Powder Class	"A"
Minimum Ignition Temperature (°C)	500		
Minimum Ignition Energy (mJ)	50		
Flash Point (°C)	Not Applicable		

**3. REACTIVITY DATA**

Chemical Stability	Stable
Hazardous Reactions	Keep away from strong oxidising agents
Hazardous Decomposition Products	<b><u>None Known</u></b>

**4. HEALTH HAZARD DATA**

Routes of Entry	Inhalation, Skin contact, Ingestion, Eye contact		
Occupational Exposure Limits OES (EH40/99)	LTEL (8 hr TWA)	STEL (15Min TWA)	
	ppm mg/m <sup>3</sup>	ppm	mg/m <sup>3</sup>
	10		
LC <sub>50</sub> (Rainbow Trout, 96 hrs)	798 –1640 mg/l	EC50 (daphnia magna, 48 hrs)	980 mg/l

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<p><b>Effects of Exposure :</b></p> <p><b>Inhalation</b></p> <p><b>Skin Contact</b></p> <p><b>Eye contact</b></p> <p><b>Ingestion</b></p> <p><b>Long Term Exposure</b></p>	<p>-18-</p> <p>High concentrations of dust may be irritant to the upper respiratory tract</p> <p>Non- irritant following repeated application to rat skin.</p> <p>Unlikely to cause skin irritation in man. May cause physical abrasion in contact with skin.</p> <p>Dermal Medium Dose &gt; 2000 mg/Kg (rabbit) It is not a skin sensitiser. Slight/mild irritant to rabbit eyes. May cause physical abrasion in contact with eyes. Permanent damage is unlikely</p> <p>Low oral toxicity. Oral Medium Lethal Dose &gt; 6400 mg/kg (rat)</p> <p>Inhalation studies in animals have shown that repeated exposures produce no significant effects.</p>
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## 5. PREVENTIVE MEASURES

Personal Protective Equipment	Use goggles for eye protection and PVC gloves for skin. Also respiratory protective equipment should be worn if exposure to levels above the occupational exposure limit.
Handling and Storage Precautions	One should avoid contact with eyes. Avoid prolonged skin contact. Control dust formation. Atmospheric levels should be controlled in compliance with the occupational exposure limit. For storage, take precautionary measures against static discharge.

## 6. Ecological Information

Environment Fate and Distribution	Solid with low volatility. The substance is essentially insoluble in water. The substance has low potential for bioaccumulation.
Persistence and Degradation	The substance is substantially biodegradable. There is evidence of rapid degradation in water. Ready Biodegradation: > 70%  Inherent Biodegradation: > 90%

## 7. Disposal Consideration

<p>Bury on an authorised landfill site or incinerate under approved controlled conditions. Disposal should be in accordance with local, state or national legislation.</p>
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**8. EMERGENCY AND FIRST AID MEASURES**

<b>First aid Measures:</b> Inhalation Skin Contact Eye Contact Ingestion		Remove patient from exposure. Obtain medical attention if required Remove contaminated clothing. Wash skin with water. Irrigate with eyewash solution or clean water, holding the eyelids apart, for at least 10 minutes. Do not induce vomiting. Wash out mouth with Water and give 200 -300ml (half a pint) of water to drink.
<b>FIRE</b>	Fire Extinguishing Media  Fire fighting Protective Equipment	Dry Powder, Foam or water fog. Do Not use water jet. A self contained breathing apparatus and suitable protective clothing should be worn in fire condition.
<b>SPILLS</b>	<b>Avoid spillage, should they occur clear up spillage. Transfer to a Container for disposal or recovery.</b> <b>Caution:</b> Spillage may be slippery.	

**9. Transport Information**

Not Classified as	Dangerous for Transport.
UK Tanker Labelling	NON -HAZARDOUS CHEMICAL (S)
Emergency Action Code	2{Z}
Warning Phrase	None

**10. Regulatory Information**

Not Classified as Dangerous for supply/Use. Not Classified as Dangerous for the Environment.
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**11. DISCLAIMER**

Information contained on this material data sheets is believed to be reliable but no representation, guarantee or warranties of any kind are made as to its accuracy, suitability for a particular application or results to be obtained from them. It is up to the manufacturer/ seller to ensure that the information contained in the material safety data sheet is relevant to the product manufactured/ handled or sold by him as the case may be. The Indian Oil Corporation makes no warranties expressed or implied in respect of adequacy of this document of this any particular purpose.
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**12. MANUFACTURER/ SUPPLIERS DATA**

<b>Name of Firm:</b> <b>PANIPAT REFINERY</b> <b>INDIAN OIL CORPORATION LIMITED</b> <b>PANIPAT -132140 (HARYANA)</b>	
<b>Mailing Address:</b>	
<b>Chief Manager, PC- M,</b> <b>No. 1 Shri Aurbindo Marg,</b> <b>Yusuf Sarai,</b> <b>New Delhi- 110016.</b> TEL - +91 -011 - 26859072 E-MAIL <a href="mailto:kumarrn@iocl.co.in">kumarrn@iocl.co.in</a>	<b>Chief Manager, PC-M,</b> <b>Panipat petrochemical Marketing Complex;</b> <b>IOC, Panipat- 132140</b> <b>(Haryana)</b> TEL- + 91 -180 -5534233 E-Mail- <a href="mailto:goyalkk@iocl.co.in">goyalkk@iocl.co.in</a>

Name and Signature of Tenderer  
with Address & Company Stamp  
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**TECHNICAL BID**  
**Check List for Technical Bid**

**Tender No. NSIC/M/ZGM-8(5)/08-09**

<p><b>A. Sub Contractor Details :</b></p> <ul style="list-style-type: none"><li>i. Constitution</li><li>ii. Res. Address (Partner &amp; Props.)</li><li>iii. Business Address</li><li>iv. Service tax registration no.</li><li>v. IT - PAN</li><li>vi. Copy of IT Return FY 08-09</li><li>vii. Experience in C. Agency</li><li>viii. Quantity handled p.a.</li></ul>	
<p><b>B. RSC Premises :</b></p> <ul style="list-style-type: none"><li>i. Address</li><li>ii. Area in Sq. Feet</li><li>iii. Site Plan Attached ?</li><li>iv. Meets requirements of Safety, Height &amp; Other conditions of Ex.1 . Furnish details separately.</li><li>v. Owned / Rented</li></ul>	
<p><b>C. Handling Equipments :</b></p> <ul style="list-style-type: none"><li>i. No. of Hydras</li><li>ii. No. of Forklifts</li><li>iii. Owned / Hired</li></ul>	
<p><b>D. In case of Partnership / Co.</b></p> <ul style="list-style-type: none"><li>i. Power of Attorney Attached ?</li><li>ii. Board Resolution Attached ?</li><li>iii. Copy of Partnership Deed ?</li><li>iv. M&amp;A of Association Attached ?</li></ul>	

Name and Signature of Tenderer  
with Address & Company Stamp

**PRICE BID**

**Exhibit 2**

[Ref 7.1.1]

**Format for Quotation**

**Tender No. NSIC/M/ZGM-8(5)/09-10**

<b>Items</b>	<b>Amount (Rs.)</b>
<p><b>A.</b> Storage and management charges for the reserved space for RSC of about 26,000 to 32,000 sq. ft. <b>(per square ft. rates)</b></p>	
<p><b>B.</b> Handling Charges (unloading at RSC, stacking, storage, de-stacking, re-filling of torn bags, sealing, loading at RSC, Quality control, safety, provision of ancillary facilities/ services and documentation as per IOC / NSIC norms) <b>(Rates per FIBC Bag)</b></p>	

**Name and Signature of Tenderer**  
with Address & Company Stamp