

**Tender for 'Handling, Storage of Galvanized & Un-galvanized Steel Wire  
and Operation of Stockyard of BWCL At Silvassa**

Tender No. : NSIC/M/ZGM-8(2)/09-10/\_\_\_\_\_

Tender due on : 22-05-2009 4.00 p.m.

Tender opening on : 22-05-2009 4.30 p.m.

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

Ref. No. NSIC/M/ZGM-8(2)/09-10

Date:

M/s.....

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**Sub** : Notice inviting Tender for Storage, Handling and Operation of stockyard at Silvassa of BWCL Steel Wire Products for an estimated quantity of 200MTp.m.

Dear Sir,

Sealed tenders are invited quoting the lowest rates for storage handling and operation of Silvassa stockyard for Steel Wire Products manufactured by M/s. Bedmutha Wire Company Limited (BWCL), Sinnar, Nasik- 422103

1. The tender documents are as per the table of contents.
2. The bid shall be submitted in two separate sealed/ closed covers in two parts namely “**Techno Commercial Bid (Part-I)**” and “**Price Bid (part-II)**” strictly in the following manner
  - i. Acceptance of General terms & conditions by way of signing on each page of the Annexure I .
  - ii. Address of proposed stockyard at annexure II.
  - iii. Details of similar work executed at annexure III
  - iv. Self attested Copies of Service tax registration, ownership /lease / other proof in favour of the Sub-Contractor in respect of the stockyard proposed should be enclosed.
3. The “**Techno Commercial Bid**” shall be enclosed in a sealed / closed envelope superscribed with the above tender reference number and words the “Techno Commercial Bid” and should not contain the rates offered by the tenderer.
4. The “Price Bid” should contain the rates for the various service charges and should be submitted strictly as per the format at Annexure-IV. The “Price Bid” should be submitted in a sealed / closed cover superscribed with above reference number and words “Price Bid”.
5. Both the above sealed covers should be further put in one sealed / closed envelope, superscribed “Storage, Handling and Operation of stockyard at Silvassa for BWCL Products” with the above tender reference number and thereafter addressed and submitted to **General Manager , M/s. National Small Industries Corporation Limited, 3rd Floor, Richardson & Cruddas Ltd., Building, Sir J. J. Road, Byculla, Mumbai-8** so as to reach us **by 16.00 hrs. of 22-05-2009.**

Signature of the Sub-contractor Name, Designation of the Signatory Name of the Company & Seal :	
Date :	

6.The techno Commercial Bid will be opened at 16.30 Hours 22-05-2009 in the presence of the interested tenderers who may prefer to be present at the time of tender opening. In case any holidays is declared on the scheduled date of tender receiving / opening, the date will be the next working day or thereafter at the earliest convenience. The stockyard sites proposed would be visited by NSIC/BWCL Authorities / Committee Members after opening the Techno commercial bids. Price bids of commercially qualified parties only shall be considered for opening. Time and date of opening of price bids shall be intimated to the qualified parties in due time.

7.The offers received after due date and time, or any deviation to the prescribed submission norms are liable to be rejected.

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

Thanking you,

Yours faithfully,

(Hemraj Singh )  
General Manager

Signature of the Sub-contractor Name, Designation of the Signatory Name of the Company & Seal :	
Date :	

**General Conditions of Contract**

For Storage, Handling & Operation of Stockyard of M/s. Bedmutha Wire Company Ltd., Nasik (BWCL) at Silvassa.

**NSIC/M/ZGM/8(2)/09-10**

**A. Scope of Work:**

NSIC / BWCL is desirous of appointing an Sub-contractor for handling and storage of NSIC / BWCL products at Silvassa, U.T. of Dadra & Nagar Haveli. The terms & conditions of the contract will be as mentioned hereunder.

1. The Sub-contractor shall arrange for pucca and covered safe godown space admeasuring approx. 1000 sq.ft. at their cost and store the NSIC / BWCL' s material in such godowns. Sub-contractor shall be responsible for making watch & ward arrangement for the godowns and shall take all steps for proper custody of the goods from the time of unloading till the disposal of goods.
2. Sub-contractor shall facilitate weighing of materials with the help of adequate number of weighing scales. They will also provide crane/forklift/chain pully facilities for handling, loading, unloading of NSIC / BWCL products requiring mechanical handling in the warehousing and/or manual labour as may be required.
3. On arrival of the consignment at the warehouse, Sub-contractor shall undertake all the work connected with the unloading, weighing and stacking of all categories of NSIC / BWCL products & loading the same at the time of delivery as may be assigned to them by NSIC / BWCL.
4. That Sub-contractor will carry out the instructions issued by the NSIC / BWCL from time to time in respect of sales of Steel wire Products and for that purpose NSIC / BWCL will have an overall supervision and access to Sub-contractor's godown.
5. That NSIC / BWCL will dispatch material from their plant at Nasik/ other stockyards to Sub-contractor's godown at Silvassa. On arrival of materials, Sub-contractor will collect relevant dispatch details/documents from Transporters/ NSIC / BWCL's Silvassa/Mumbai/Nasik Office. The said materials on receipt at godown will be unloaded by Sub-contractor and necessary receipt on unloading shall be duly issued and sent immediately to NSIC / BWCL's Office in Silvassa/ Mumbai /Nasik.

Signature of the Sub-contractor Name, Designation of the Signatory Name of the Company & Seal :	
Date :	

On receiving the material Sub-contractor will ensure that the description and quantity is in conformity with the description given on the Challan & GR. However, in the event of any shortage, Sub-contractor will obtain shortage certificate from transporters and immediately inform NSIC / BWCL's office in Silvassa/ Mumbai / Nasik for lodging claims with the Transporters/Insurance Co. The weighing charges in respect of arriving goods shall be borne by the Transporter and for the despatched goods by the Purchaser or by NSIC / BWCL as the case may be.

6. That Sub-contractor will deliver the material only against Delivery Instructions issued by authorized signatory of NSIC / BWCL's Regional Office at Silvassa/Mumbai. Sub-contractor will also obtain customer's signature thereon to the effect that they have received the material as per the Challan-cum-Invoice. Wherever required, Sub-contractor will also obtain L/R's from concerned Transporters on delivery of material, as per NSIC / BWCL's instructions & send the same in proper manner to NSIC / BWCL immediately/next working day

7. NSIC / BWCL shall send dispatch intimation to Sub-contractor by fax/telegram. Sub-contractor shall intimate to NSIC / BWCL all consignments remaining in transit for more than 15 days from the date of dispatch to enable NSIC / BWCL to lodge claims with Transporters/Insurance Company for missing Trucks/shortage.

8. Sub-contractor will send a stock report daily alongwith copies of L/R, etc. in respect of sales upto that period alongwith a statement showing itemwise break-up of stocks received, delivered and balance material in warehouse. Sub-contractor's officials should be present strictly on all working days of NSIC / BWCL.

9. That Sub-contractor shall take all steps for proper custody of the goods from the time of unloading in premises till its disposal and any loss or shortage during such custody shall be borne by the Sub-contractor. Expenses, if any after receipt of material at the Godown shall also be borne by Sub-contractor. However, any Octroi or such other similar statutory/local charges as may be raised under any local laws, the same shall be borne by NSIC / BWCL against proper receipt. NSIC / BWCL would pay the re-strapping charges as per Agreement for Steel wire products. However, for such restrapping quantity, the basis would be the quantities specifically mentioned to be rebundled on the Challan/LR at the time of receipt of metal at the stockyard by road.

Signature of the Sub-contractor Name, Designation of the Signatory Name of the Company & Seal :	
Date :	

10. That the Sub-contractor shall not have any right to pledge or hypothecate the material and shall hold the material on behalf of NSIC / BWCL. Sub-contractor will exhibit near the entrance to the godown in a permanent place indicating the ownership of NSIC / BWCL in respect if the goods stored therein.

11. That Sub-contractor shall maintain proper record of accounts in respect of receipts of stocks and dispatches and also of GPs in respect of stocks received by them at their Silvassa stockyard. Sub-contractor will maintain RG23 Register and other records/receipts required by Excise/Sales Tax authorities, Sub-contractor will give all documents to the NSIC / BWCL's Mumbai office by 2<sup>nd</sup> of the month pertaining to the previous month as the statutory returns are to be filed by NSIC / BWCL by the 7<sup>th</sup>.

12. Sub-contractor shall carry out work on Sundays and Holidays also if exigency arises in the interest of the progress of the work without any extra charges to NSIC / BWCL. Loading, Unloading, stacking operation shall be carried out if necessary during the Sundays and Holidays without any additional charges to NSIC / BWCL. Notice in advance will be given by NSIC / BWCL to open the godown on holidays. Sub-contractor's official deputed of NSIC / BWCL's godown would strictly follow only public holidays being observed by NSIC / BWCL, Mumbai office in addition to Sundays.

13. That Sub-contractor shall give all facilities to the representatives of NSIC / BWCL for checking of stock, stocking arrangements or to conduct surprise stock verification etc. at anytime without any prior intimation.

14. That all the records of receipts and deliveries and stock on behalf of NSIC / BWCL shall be properly maintained by Sub-contractor in proper form to be prescribed by NSIC / BWCL and will be made available to NSIC / BWCL for internal audit verification, physical examination or for any other purpose.

15. That any shortage except those shortages mentioned in para 5 of NIT found during physical verification shall be debited to the account of Sub-contractor and recovered/adjusted against service charges payable to the Sub-contractor on account of sales effected. Sub-contractor shall provide additional labour for stock verification if necessary and adequate weighing facilities also without any extra cost.

Signature of the Sub-contractor Name, Designation of the Signatory Name of the Company & Seal :	
Date :	

: 4 :

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

17. **Stock Delivery :**

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

- a. Sub-contractor shall arrange to deliver the stocks strictly as per NSIC / BWCL's delivery instructions. The Sub-contractor shall arrange material Handling Equipments for unloading and loading of material on Trucks under proper supervision. The Sub-contractor shall ensure that all trucks reporting at the warehouse during normal working hours, are unloaded and released within reasonable time of its reporting. Sub-contractor shall be fully responsible for deployment of adequate numbers of forklifts, cranes, man power and supervision, so that dispatches from Sub-contractor premises can be effected to maintain NSIC / BWCL'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 / BWCL and obtain their proper receipts. Sub-contractor shall also hand over such documents that may be specified by NSIC / BWCL.
- c. Sub-contractor shall load and place the stocks on the Trucks in such manner as to fully utilize truck capacity volume wise/weight wise or as per NSIC / BWCL's instructions.
- d. All BWCL vehicles bringing material upto 4.30 P.M. shall be unloaded and all Dispatch Instructions received upto 4.30 P.M. shall be executed on the same day.

18. NSIC / BWCL reserves 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 / BWCL to take recourse to the above parallel arrangement even if notice of termination is not served and contract terminated.

19. During the execution of the contract if any accident arises resulting in death or injury to any person including employees of Sub-contractor then Sub-contractor shall be liable to bear all expenses/compensation and indemnify NSIC / BWCL from any demands, claim or proceedings occasioned or instituted by such injured person or on his behalf.

20. That the Agreement entered in to 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 Sub-contractor Name, Designation of the Signatory Name of the Company & Seal :	
Date :	

21. NSIC / BWCL or Sub-contractor shall have right to terminate the contract by serving One month's notice in writing without assigning any reason whatsoever. The notice period shall be effective from the date of receipt of the notice by either party. However, in the event of any breach of the terms of contract, NSIC / BWCL/Sub-contractor will have the right to terminate the contract without notice.

22. If Sub-contractor fails to execute the work and responsibilities and fulfill the terms and conditions of the NIT, NSIC / BWCL 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 / BWCL. The alternative arrangement at the risk and cost of Sub-contractor shall be made by NSIC / BWCL without any notice. This will be without prejudice to the rights of NSIC / BWCL for any other action including termination of contract.

23. The tentative programme of NSIC / BWCL is to handle around 200 MT per month initially under this contract. This quantity is purely tentative and it cannot be made an obligation to NSIC / BWCL and subject matter of any claim or litigation by Sub-contractor.

24. After expiry of term/period of the contract or after termination of the contract, Sub-contractor shall return all the material stored or received in their warehouse. Sub-contractor shall have no right to retain NSIC / BWCL's material after termination of contract on any ground except to the extent of payment is due to the Sub-contractor.

25. This agreement would be subject to "Force Majeure" circumstances including Act of God, in the event of stoppage of work in any establishment of NSIC / BWCL/Sub-contractor due to Riots, Strike, Fire, Tempest, Lockout, Trade disputes, breakdown accident, Government Action/ Orders, shortage of material or causes beyond the control of NSIC / BWCL/Sub-contractor.

26. The agreement shall be governed by laws in India and subject to exclusive jurisdiction of Courts in Mumbai. In case of High Court of Mumbai shall have the jurisdiction.

27. Stock Insurance of the godown shall be arranged by NSIC / BWCL at their cost. Insurance covers will be in favour of NSIC / BWCL. 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 / BWCL. The amount recoverable from the Insurance Company will be received directly by NSIC / BWCL. NSIC / BWCL will have the right to recover the losses/damages if any, from Sub-contractor from its pending Bills/Security deposit. The amount so recovered from Sub-contractor shall be refunded to Sub-contractor after the claims is received by NSIC / BWCL from Insurance Company.

Signature of the Sub-contractor Name, Designation of the Signatory Name of the Company & Seal :	
Date :	



28. The material stored in godown will be property of NSIC / BWCL. Sub-contractor shall have no right, title or charge or ownership over that property. Sub-contractor will be trustee on behalf of NSIC / BWCL and in the event of any breach occurs, Sub-contractor will be liable for penal civil action for breach of trust.
29. Following facilities shall be provided / ensured by the Sub-Contractor at the Godown premises :
  - a. The covered godown of the Contractor shall have an area of about 1000 sq. ft. approx. with one office cabin, tables, requisite chairs and a steel cupboard for keeping the records. A toilet is to be provided adjacent to godown for use by the officials.
  - b. At least one computer system with printer and UPS are to be installed by the Sub-Contractor with two telephone lines, fax and an internet connection. The operational expenses of the telephone, fax, postage/ courier and internet shall be reimbursed by NSIC/BWCL on submission of bills along with copies of the bills from respective departments.

**B. Rates and Quotations :**

1. The rates quoted in the price bid shall be inclusive of all taxes and duties excluding Service Tax. The Sub-contractor should have a valid service tax registration if service tax is charged. Tax complied Invoice shall be raised by the Sub-contractor for availing CENVAT.

**C. List of Documents to be submitted :**

1. General Terms and Conditions duly signed(Annex –I)
2. Annex II & III duly filled and signed.
3. Proof of registration under Service Tax Acts.

**D. Contract Period:**

The duration of the contract will be for a period of one year from the date specified in the LOI or for the period for which NSIC is awarded the handling contract by BWCL.

**E. Validity of Offer :**

The rates quoted by tenderer shall be valid upto 60days from the due date of opening of Techno Commercial Bid.

Signature of the Sub-contractor Name, Designation of the Signatory Name of the Company & Seal :	
Date :	

**F. Payment Terms:**

Payment for quantity sold/handled minimum assured lifting shall however, be made to Sub-contractor on monthly basis within 2 weeks time from the date of receipt of bill. Sub-contractor shall deposit the service tax so charged, with the appropriate authority well in time.

**G. Arbitration :**

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

Signature of the Sub-contractor Name, Designation of the Signatory Name of the Company & Seal :	
Date :	

**Annexure-II**

**Tender for Storage, Handling & Operation of Stockyard  
for Steel Wire Products at Silvassa  
NSIC/M/ZGM/8(2)/09-10**

1. Address of the Stockyard :
  
  
  
  
  
  
  
  
  
  
2. Area of the covered & pucca godown :
  
  
  
  
  
  
  
  
  
  
3. Plan / lay out of the godown :  
(To enclose separately)

The above site will be inspected by Committee / Authorities after opening of Techno Commercial Bid.

Signature of the Contractor Name, Designation of the Signatory Name of the company & Seal Dated:	
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**Annexure-III**

**Tender for Storage, Handling & Operation of Stockyard  
for Steel Wire Products at Silvassa  
NSIC/M/ZGM/8(2)/09-10**

**Details of similar works executed**

SN	Full name, address, tel./ fax of no. of client	Descr- iption of work	Value of contract	Dt. of starting of work	Completion time months as per contract	Actual compl- etion time	Year of comple- tion	Remarks
1	2	3	4	5	6	7	8	9

Signature of the Contractor Name, Designation of the Signatory Name of the company & Seal Dated:	
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PRICE BID

**Tender for Storage, Handling & Operation of Stockyard  
for Steel Wire Products at Silvassa  
NSIC/M/ZGM/8(2)/09-10**

**Proforma for Quoting Rates:**

For unloading material from Trucks, Storage, Stacking, , Deliveries including stock transfers, documentation and other connected jobs as mentioned in this tender.

I	Charges for Handling & Storage of the material	Rs.	Per MT
II	Charges for re-strapping of bundles/coils	Rs.	Per MT
III	Minimum Monthly Service Charges	Rs.	Per Month

1. All terms and conditions of the tender as stipulated by NSIC / BWCL are acceptable.
2. For the purpose of evaluation of the quotations received the cost of re-strapping will not be considered.

Signature of the Sub-contractor Name, Designation of the Signatory Name of the Company & Seal :	
Date :	