

Ref: NSIC/M/ZGM/8(10)/10-11

Dated: 05-06-2010

M/s. ....

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Sub: 1. Tender for Storage, handling & operation of Stockyard at Bhiwandi for Copper products of M/s. STERLITE INDUSTRIES (I) LIMITED

2. Tender No. NSIC / MUM / ZGM-8(10)/10-11 / ...

Dear Sirs,

We invite your most competitive offer in two bid system in sealed cover for Storage, handling & operation of Stockyard at Bhiwandi (MAH) for Copper products of M/s. STERLITE INDUSTRIES (I) LIMITED. 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" Stockyard at Bhiwandi (MAH) for Copper products of M/s. STERLITE INDUSTRIES (I) LIMITED – Technical Bid / Price Bid separately. The tenderers may note that the particulars called for in the Technical Bid have to be submitted by them supported by documentary proof.

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 4.00 p.m. on 16.06.10. The Technical Bid will be opened on the same day at 4.30 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 stockyard 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 'Handling, Storage of Copper metal / Products & Operation of Stockyard' at Bhiwandi – Instructions**

Tender No. NSIC / MUM / ZGM-8(10)/10-11 / ...

Tender due on : 16.06.10, 4.00 p.m.

Tender opening on : 16.06.10, 4.30 p.m.

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*Signature of tenderer*

Full Name & Address of the Signatory

Including name of the Firm, if any with Stamp

: 2 :

**Tender for 'consignment agency for handling and storage of Copper metal products & Operation of Stockyard' at Bhiwandi.**

***Tender No. NSIC / MUM / ZGM-8(10)/10-11 / ...***

General Terms and condition of the contract :

1. NSIC is desirous of appointing a contractor / consignment agent ( hereinafter called the contractor ) for providing storage handling and invoicing services and all other incidental services related thereto ( hereinafter called the services) for various products of Copper / Lead i.e. Sheets, ingots, Rods and other formations of Copper at Bhiwandi. **The estimated / assured quantity per month will be 300 MT only although it is expected to increase in the coming times.**

**The general terms and conditions shall be as under :**

2. The contractor should have necessary experience, expertise, ability, infrastructure and personnel including tie-ups with other service providers to render the services. He / It should have necessary approvals, regns. and licenses required for rendering the Services ;

3. Term of the contract.

The term of the contract shall be one year unless terminated as per procedure. Provided, however, that the obligations incurred by the respective parties prior to such termination shall survive such termination and shall continue to bind the parties after such termination. The contract may be renewed for such further periods as may be mutually agreed at least one month prior to the expiry of the term of the contract or any extensions thereto. Any such extension shall be in writing signed by both the parties.

4. Storage/Warehousing Facility:

4.1 Contractor shall offer an independent plot having a covered area of about 4000 sq ft. and above with Separate room/cabins for office space and requisite toilet and incidental facilities for operation of the depot. The depot should be to the satisfaction of the NSIC.

4.2 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 Bhiwandi. Contractor shall within 10 days 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.

4.3 The depots/warehouses offered by contractor shall be the ones owned by contractor or acquired/arranged by them by way of lease, license or otherwise for being offered to NSIC. However, with regards to depots/warehouses not owned by contractor, it shall ensure that NSIC shall get continuous and uninterrupted use of the said depot/warehouse during and under the terms of the contract.

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4.4 The depot/warehouse shall be of concrete structure and with adequate office space for NSIC / principal representatives to keep their records and documents.

4.5 The depot/warehouse shall contain weighing scales of 3 MT capacity and along-with adequate number of fork lift for operational facility of minimum 3 MT capacities as handling arrangement.

4.6 Contractor shall ensure adequate security of the depot/warehouse in which the material is stored for safe keeping of the goods and NSIC / Principal shall obtain full insurance coverage against burglary, theft natural calamity and civil commotion etc and provide copy of such policy to contractor.

4.7 Contractor shall give facilities to the representative of NSIC/ Principal for checking of stocks, stocking arrangements or to conduct surprise stock verification etc. at any time without any prior intimation.

4.8 Contractor shall provide additional labour through handling arrangement, for stock verification, if necessary, and adequate weighing facilities also.

4.9 Contractor shall ensure a six-day working at the depots/warehouses with a provision for Sunday working (if required). Normal working hours shall be 9.00 a.m. to 6.00 p.m. subject to the clearance of goods received and DO issued up to 4.00 p.m. on any day.

4.10 Computers including software, printers, UPS of appropriate capacity and VSAT /SAP package shall be provided by principal / NSIC and the contractor will facilitate their installation like earthing, lightings and platform etc. Operational expenses shall be borne by principal / NSIC.

4.11 Telephone facilities (two independent lines) with fax & e-mail are to be provided by contractor and he shall bear the charges.

#### 5. Handling Facility: -

5.1 Contractor shall provide handling facility for all the goods of principal / NSIC. which would include unloading from trucks/containers, stacking in depots/warehouses and restacking at the time of the loading into trucks/containers. Weighment at the time of receipt of consignment & dispatch will be done for cross checking of stocks and authenticity of received/delivered consignments. Weighing of arrivals shall be done by principal / NSIC / transporters at its cost.

5.2 That principal / NSIC shall dispatch material from their Works / other Stock Points/ports to the contractor depot/warehouse. Contractor will unload the said material on receipt and take into stock. If the incoming material is +/- 0.5% of the Invoice weight, a necessary receipt on unloading shall be duly issued. On receiving the goods, contractor will ensure that the consignment is in order with all the relevant documents and the weight received is in conformity with the description given on the Invoice and G.R.

However, in case the shortage exceeds 0.5% (+/-), or +/- 50 kgs, of the total weight of consignment which is a truck load normally, contractor will immediately inform the designated office of principal / NSIC by e-mail or telephone or fax for spot verification by principal / NSIC representative and meanwhile segregate the consignment for checking by latter. The findings of the principal / NSIC representative will be binding on both the parties. In the event of any shortage of goods lower than the agreed 0.5% in terms of weight or short /excess number of Ingots as per the Invoice or LR, contractor will issue a short delivery certificate, to the transporter. However, if the Transporter refuses to accept such a certificate, contractor will immediately inform the designated office of principal / NSIC of the same. Similar exercise needs to be done by contractor in case of transporter not submitting original papers/documents of the consignment

5.3 Contractor agrees to deliver the material only against delivery order issued by principal / NSIC . Contractor will simultaneously prepare Invoice and other relevant documents, showing the full details of the material actually delivered and obtain customers' signature thereon to the effect that they have received the material fully and correctly.

5.4 That contractor shall take all steps for proper custody of the goods from the time of unloading till its disposal and any loss or shortage shall be borne by contractor. All expenses, if any, of loading and unloading by mechanical means i.e. by forklift as also for manual loading and unloading, charges shall be borne by contractor. However, if any Octroi or such other similar charges shall be raised under any local laws prior to its unloading at the agreed Depots/Warehousing, the same shall be borne by the principal / NSIC .

## **6. Specific responsibilities of Contractor**

Contractor hereby further undertakes that it shall be responsible for the honesty and integrity of its Persons, Employees & Representatives and agrees to indemnify and keep principal / NSIC indemnified for any loss (es), cost(s), expense(s), damage(s) etc. that principal / NSIC suffers/incurs as a consequence of the dishonesty and doubtful integrity of its Employees & Representatives and Persons. Without prejudice to the general responsibilities and liabilities of contractor provided elsewhere in this contract, contractor shall be exclusively responsible, or, as the case may be, liable for the following:

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-Security Guards at the Depot/Warehouse round the clock.

- Payment of the loss or theft or shortfall or discrepancy in goods for any reason, while in the custody of contractor or its Person or the Employees & Representatives, will have to be made good by contractor.

- Damage of Goods during handling.

## **7 Replacement**

In case principal / NSIC finds that any of the Employees & Representatives and /or Persons of contractor do not satisfactorily comply with standards of integrity, efficiency or punctuality or where principal / NSIC is of the opinion in its sole discretion that any of the Employees & Representatives/Persons needs to be replaced, contractor undertakes upon written request of principal / NSIC to do so, to replace him/them forthwith with another/other person(s).

## **8 Rotation**

Except for personnel trained for SAP by principal / NSIC , contractor agrees to rotate the Persons and Employees & Representatives engaged or employed in providing the Services in such a way as to ensure that the same Persons and Employees & Representatives shall not be used continuously on the same beat for longer than 24 months.

## **9 Identification**

All Persons and Employees & Representatives of contractor rendering Services shall carry a photo identity card and shall identify themselves to principal / NSIC , when demanded. It shall be the responsibility of contractor to take appropriate and foolproof security measures in this regard.

## **10. Incidental Facilities and other terms agreed:**

10.1 Contractor shall maintain proper record and accounts in respect of stocks and dispatches and also of G.R's in respect of stocks received by them at the depot/warehouse. Contractor shall also keep registers incorporating therein the opening balance, receipts and sale during the month and the closing balance. The contractor shall make available all the requisite records for the purpose of filing excise and sales tax returns for which principal / NSIC shall provide necessary help in this regard. principal / NSIC will hire a tax consultant and retainer fee shall be paid to him by principal / NSIC . Service tax as applicable will be paid by principal/NSIC as the case may be.

*Contd....P-6*

10.2 Contractor shall at depot/warehouse provide a computer-trained staff for necessary documentation, data transfer, and generation of various reports, MIS Reports etc. for principal / NSIC . In addition, contractor shall provide minimum of 2 personnel at the depot/warehouse for SAP (System Application and Processing) handling and agrees that such personnel shall not be transferred by contractor without the written consent of principal / NSIC. As regards SAP training of persons, it shall be the responsibility of principal / NSIC to impart training to such personnel at no additional costs.

10.3 That all records of receipts and deliveries and stock shall be properly maintained by contractor in proper form as may be prescribed by principal / NSIC and will be made available to principal / NSIC for Internal Audit verification and physical examination.

10.4 Contractor shall submit monthly storage and Handling Bills to principal / NSIC in the first week of following month for which the bill is raised. principal / NSIC shall make payment of Bills possibly by 14<sup>th</sup> of every month. The payment shall be subject to TDS and any other statutory levy as the case may be.

#### **11. Covenants of contractor :**

Contractor covenants that it shall:

11.1 conform in all respects with the provisions of any such statute, ordinance or law and the regulations or bye laws of any local or other duly constituted authority which may be applicable to the provision of the Services and with such rules and regulation of public bodies and companies as applicable to contractor and shall keep principal / NSIC indemnified against all penalties and liability of every kind for breach of any such statute, ordinance or law, regulation or bye-law in relation to storage and handling of COPPER products at the depot.

11.2 ensure compliance with the provisions of the ESI, EPF, Workman's Compensation, Minimum Wages, and Contract Labour (Regulation and Abolition) Act, if applicable.

11.3 ensure that all personnel employed by contractor (except for personnel specifically to be trained by principal / NSIC for SAP handling) are fully computer trained to provide the Services.

11.4 ensure that the contractor and/or the personnel employed by contractor shall not at any time use the name and/or trademark/logo of principal / NSIC in any manner at all.

11.5 ensure that sufficient backups are available to ensure that providing of the Services are not disrupted due to absenteeism at any point of time. He will render the Services in a timely, efficient and professional manner and to the satisfaction of principal / NSIC .

11.6 shall not have any right to pledge or hypothecate the material. That contractor shall hold the material in trust on behalf of principal / NSIC and exhibit near the entrance to the depot/warehouse on a prominent place indicating the ownership of principal / NSIC in respect of the goods stored therein. He will address all complaints and observations made by principal / NSIC in respect of the Services.

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11.7 be responsible and liable for all the activities of its representatives through which the Services are provided and the damage if any caused by such staff to any person and/or property. He will ensure compliance with all applicable laws in rendering the Services.

11.8 shall indemnify and hold harmless principal / NSIC from any and all losses, claims, expenses and liabilities (including attorney – client expenses) arising out of a breach by contractor in complying with the contractors obligations arising under this contract.

11.9 shall carry out the instructions issued by principal / NSIC from time to time in respect of sale of its products in form of ingots etc. and for the purpose, principal / NSIC will also have an overall supervision and access to the contractors depots/warehouses storing principal / NSIC products/goods.

## **12. No relationship of employer and representative**

The contract shall be on a principal-to-principal basis and nothing shall be deemed to constitute the contractor or its Persons or Employees & Representatives as the representative of principal / NSIC or to set up the relationship of employer employee, principal agent, master servant or such similar relation between principal / NSIC and contractor or its Persons or Employees & Representatives. It is expressly agreed and declared that all such persons will be and continue to remain the representatives only of contractor for all intents and purposes. Contractor hereby undertakes full responsibility for the payment of all wages, dearness and other applicable allowances, bonus, provident fund, gratuity and all other forms of remuneration applicable under law or under any contract, award or settlement to its Employees & Representatives and Persons and deduct from the remuneration payable to such persons all applicable taxes, provident fund and other statutory contributions or payments. principal / NSIC will not be responsible or liable in any manner whatsoever for any such payments, contributions or deductions.

## **13. Review**

The principal / NSIC shall be entitled to periodically review the arrangements, processes and controls specified or contemplated in the contract and make changes where required on a mutually agreeable basis.

## **14. Termination**

The contractor and NSIC, both shall have an unconditional right, on 30 days notice to terminate the contract in case:

- Both the parties commit a breach of any of the terms and conditions of the contract.
- Any winding up/insolvency proceedings are instituted against either party or any legal proceedings for recovery of moneys or attachment are levied against the assets of either party.

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- Either party enters into any compromise or arrangement with its creditors;
- In the opinion of either party, their interest or that of their customers are in jeopardy.

The termination shall not affect the rights and obligations of the parties arising prior to such termination. In such case, the goods lying in consignment account, in the custody of contractor shall always vest with principal / NSIC and they shall have the right to recall the material at any time and contractor shall not be entitled to claim any lien over the same except for the amounts payable by principal / NSIC under this contract.

**15. No Adjustments to be made**

Contractor shall not make any form of settlement and / or adjustment against any payment due to it by selling or otherwise encumbering the goods in its Depot/Warehouse.

**16. Miscellaneous :**

16.1 The contents of the contract shall be treated as strictly confidential by the contractor. Contractor undertakes to maintain strict confidentiality and secrecy in respect of transactions handled by itself or its employees and representatives and persons under the contract. However disclosure of any part of the contract to any Court of law or to any regulatory authority or to auditors or to government agencies or to third parties pursuant to any law, regulation or order of a court or regulatory authority of competent jurisdiction shall not be construed as a breach of this clause.

16.2 The contract will apply to the benefit of and be binding upon any successors and permitted assigns of the Parties .

16.3 Any waiver or failure by principal / NSIC to claim or enforce a breach of any of the provisions of the contract shall not be deemed to be a waiver of any subsequent breach or as affecting in any way the effectiveness of such provisions.

16.4 No amendment, change, variation or modification of any of the terms or conditions of the contract shall be valid or binding unless made in writing and signed by the parties.

16.5 If any provision of the contract is adjudged by a Court to be void or unenforceable, the same shall in no way affect the other provisions of the contract, or the validity and enforceability of the other terms of the contract.

*Contd....P-9*

16.6 All notices, requests, demands or other communications which are required or may be given pursuant to the terms of the contract shall be in writing and shall be deemed to have been duly given and received at such address and/or facsimile number as provided by the contractor and NSIC: (i) on the date of delivery if delivered by hand or by confirmed facsimile; (ii) upon the date of the courier's/postal departments verification of delivery at the specified address if sent by a internationally-recognized express courier or registered post; provided that if such day is not a Business Day then the notice, request, demand or communication shall be deemed to have been given and received on the next Business Day following such day. Any notices, requests, demands or other communications transmitted by fax or other form of recorded communication shall be deemed given and received on the first Business Day after its proper transmission to the fax number given by the parties or in the subsequent letters / notices. For the purposes of this Clause, the term "Business Day" shall mean a day on which the commercial banks located in Mumbai are open for business during normal banking hours.

16.7 In the event of any disputes or differences relating to the interpretation and application of the provisions of the contract, such disputes of 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 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.

**17. Qualification of Contractors :**

- The Contractor should be a reputed person, firm or company in existence for minimum two years and should have the valid authority to submit quotations and enter in to handling agreement with NSIC.
- Contractor should have a valid Service Tax registration and Permanent Account Number (PAN) from appropriate authorities.
- The Contractor should have an experience in Consignment Agency / Handling business for minimum two years and should have handled a minimum quantity 6000 MT per annum.
- 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.
- The Contractor should own or possess the stockyard premises under lease agreement valid for a minimum period of two years.

*Contd....P-10*

- The Contractor should own or possess handling equipments under hiring arrangement in order to insure continuous and permanent availability of same at stockyard. Minimum one Hydra and two Forklifts should be available.
- The Contractor should attach the necessary proofs of above arrangements / qualifications along with the technical bid.

**18. Description of Premises for operation of Stockyard**

- The Stockyard / Godown offered for the purpose should have a minimum covered floor area of 4,000 sq. ft. with even level and concrete flooring. The Godown should have ample space for movement of fork-lift inside for the purpose of unloading / loading and staking.
- The godown should have multiple doors i.e. entry / exit points for simultaneous loading / unloading operations.
- The godown should be well connected to main road and approach should be wide and clear without any obstacles.
- Godown should have ample parking space for the inbound and outbound trucks including space for movement and turn etc.
- 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

Signature of the Tenderer  
Full name & address of Signatory  
Including name of firm / Company  
with its stamp

**TECHNICAL BID**

Please reply against columns

Tender No. NSIC / MUM / ZGM-8(10)/10-11 / ...

<p>A. Sub Contractor Details :</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. Experience in C. Agency</li><li>vii. Quantity handled p.a.</li></ul>	
<p>B. Stockyard Premises :</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.</li><li>v. Owned / Rented</li></ul>	
<p>C. Handling Equipments :</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>D. In case of Partnership / Co.</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

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**Price BID**

Format for Price Bid

Tender No. NSIC / MUM / ZGM-8(10)/10-11 / ...

Tender for 'consignment agency for handling and storage of Copper metal products & Operation of Stockyard' at Bhiwandi.

The contractor hereby quotes the following rates for carrying out the job of consignment agent in accordance with the tender terms and conditions as under :

S.N	Description of service	Rate per MT (Rs.)
A	Storage and handling charges up to minimum Assured quantity of 300 MT per month	
B	Rates per MT beyond the minimum quantities of 300 MT	
C	Re-strapping of bundle if required	

The rates quoted are un conditional and cover all expenses involved or anticipated in accordance with the tender terms and conditions.

Signature of the Tenderer

Full name & address of Signatory  
Including name of firm / Company  
**with its stamp**