



**Tender for Storage, Handling and Operation of Baroda Stockyard  
For Alluminium products of NSIC / NALCO**

Tender No. : NSIC/M/ZGM-8(23)/13-14 / \_\_\_\_\_

Tender due on : 05.03.2014 3.00 p.m.

Tender opening on : 05.03.2014 3.30 p.m.

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Signature of the Sub-Contractor Name, Designation of the Signatory Name of the company & Seal	
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Date:	
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Ref. No. NSIC/M/ZGM/8(23)/13-14

Date: .../ 02 / 2014

M/s. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Sub : Notice inviting Tender for Storage, Handling and Operation of stockyard at Baroda of NSIC / NALCO Aluminium Metal and other products for an estimated quantity of 6000 MT per annum ..

Dear Sir,

Sealed tenders are invited quoting the lowest rates for storage handling and operation of Baroda stockyard for Aluminium Ingots / Sows Ingots / T Ingots, Wire rods coils / Cast Strips, Rolled Products and other products

1. The tender documents are as per the table of contents.
2. The bid shall be submitted in two separate sealed covers in two parts namely “Techno Commercial Bid (Part-I)” and “Price Bid (part-II)” strictly in the following manner

**(a) Techno Commercial Bid:**

- 1.i.i. Complete information & documents indicated at Annexure I to IV.
- 1.i.ii. Acceptance of General terms & conditions and special terms & conditions  
.by way of signing on each page of the Annexure I and II.
- iii. Address of proposed stockyard at annexure III.
- iv. Details of similar work executed during the last two years at annexure IV.
- v. Annexure V, VII, IX & XI duly signed by the tenderer.
- vi. Instructions to Bidders and Annexure VII duly signed.

3. The “**Techno Commercial Bid**” shall be enclosed in a sealed envelope super scribed with the above tender reference number and words the “Techno Commercial Bid” and should not contain the rates offered by the tenderer.

Signature of the Sub-contractor Name, Designation of the Signatory Name of the Company & Seal : Date :	
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2.

4. The "Price Bid" should contain the rates for the various service charges and should be submitted strictly as per the format at Annexure-VIII. The "Price Bid" should be submitted in a sealed cover super scribed with above reference number and words "Price Bid".

5. Both the above sealed covers should be further put in one sealed envelope, super scribed "Storage, Handling and Operation of stockyard at Baroda for NSIC / NALCO Products" with the above tender reference number and thereafter addressed and submitted to the address given below so as to reach us by 15.00 hrs. on 05.03.2014.

Chief General Manager ,  
M/s. National Small Industries Corporation Limited,  
3<sup>rd</sup> floor, R & C Ltd., Building, Sir J. J. Road, Byculla,  
Mumbai-400 008

6. The techno Commercial Bid will be opened at 15.30 Hours on 05.03.2014 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 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 1500 hrs.on 06.03.2014 in respect of qualified bidders.

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 )  
Chief General Manager

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

3.

**Annexure-I**

**General Conditions of Contract**

Ref. No. NSIC/M/ZGM/8(23)/13-14

For storage, Handling & Operation of Stockyard at Vadodara.

**A. Scope of Work:**

NSIC is desirous of appointing an Sub-Contractor for handling and storage of NALCO products at Vadodara (Gujarat). The terms & conditions on the contract will be as mentioned hereunder.

1. The Sub-Contractor shall arrange for pucca and covered safe godown space measuring approx. 5000 sq.ft. at their cost and store the NSIC / NALCO'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. All Charges for weighment of material during receipt as well as dispatches to be borne by Sub-Contractor. They will also provide crane, forklift, chain pulley, belt sling facilities for unloading, stacking & delivery of NSIC / NALCO 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 NALCO products & loading the same at the time of delivery as may be assigned to them by NSIC / NALCO.
4. That Sub-Contractor will carry out the instructions issued by the NSIC / NALCO from time to time in respect of sales of Aluminum Ingots, Sows, T-Ingots, Billets, Wire Rods, Rolled Products, Alumina Chemicals in bags etc. and for that purpose NSIC / NALCO will have an overall supervision and access to Sub-Contractor's godown.
5. That NALCO will dispatch material from their plant at NSIC / NALCONagar, Angul, Dist Angul (Orissa) and /or from other Plant / other stockyards to Sub-Contractor's godown at Vadodara. On arrival of materials, Sub-Contractor will collect relevant dispatch details / documents from transporters / NSIC / NALCO's Mumbai Office. The said materials on receipt at godown will be unloaded by Sub-Contractor and necessary receipt on unloading shall be duly issued and also sent immediately to NSIC / NALCO's office in Vadodara / Mumbai.

**(Signature of the Sub-Contractor)**  
**Name, Designation of the Signatory**  
**Name of the Company & Seal:**  
**Date:**

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On receiving the material, Sub-Contractor will ensure that the description and quantity is in conformity with the description given on the Challan & GP. Any discrepancy greater than +/- 0.5% need to be informed to NSIC / NALCO immediately and would be sorted out by joint inspection by NSIC / NALCO and the Sub-Contractor. However, in the event of any shortage, Sub-Contractor will obtain shortage certificate from transporters and immediately inform NSIC / NALCO's office in Mumbai for lodging claims with the Transporters/Insurance Co.

6. That Sub-Contractor will deliver the material only against delivery instructions issued by authorized signatory of NSIC / NALCO's office at Vadodara / Mumbai and send the documents immediately / next working day. Sub-Contractor will also obtain customer's signature thereon to the effect that they have received the material as per the challan-cum-invoice. Wherever required, Sub-Contractor will also obtain L/Rs from concerned transporters on delivery of material, as per NSIC / NALCO's instructions & courier the same immediately/next working day. Xerox copies of test certificates have to be provided by the Sub-Contractor along with invoices to customers.
7. NSIC / NALCO shall send dispatch intimation to Sub-Contractor by fax / e-mail. Sub-Contractor shall intimate to NSIC / NALCO all consignment remaining in transit for more than a month from the date of dispatch to enable NSIC / NALCO to lodge claims with transporters/Insurance Company for missing trucks/shortage.
8. Sub-Contractor will send a stock report daily along with the copies of L/R, etc. in respect of sales upto that period along with a statement showing item-wise breakup of stocks received, delivered and balance material in warehouse. Sub-Contractor's official should be present strictly on all working days of NSIC / NALCO.
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 Sub-Contractor. Any type of charges/ Local Varai charges(if any) applicable at the time of unloading, loading etc will have to be borne by the Sub-Contractor & should be inclusive of rates quoted by the Sub-Contractor. No extra charges will be paid by the transporters belonging to either NSIC / NALCO or its customers. 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 / NALCO against proper receipt. NSIC / NALCO would pay the re-strapping charges as per agreement for Ingots stacks, Wire Rod coils, Rolled Products, other products etc. However, for such re-strapping quantity, the basis would be quantities specifically mentioned to be re-bundled 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 / NALCO. Sub-Contractor will exhibit near entrance to the godown in a permanent place indicating the ownership of NSIC / NALCO in respect of 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 stockyard at Vadodara. Sub-Contractor will maintain RG23D register and other records/receipts required by Excise/Sales Tax authorities/any other statutory authority. Sub-Contractor will give all documents to the NSIC / NALCO'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 / NALCO by the 5<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 / NALCO. Loading, unloading, stacking operation shall be carried out on a daily basis as advised by NSIC / NALCO Mumbai office & if necessary during the Sundays and Holidays without any additional charges to NSIC / NALCO. Notice in advance will be given by NSIC / NALCO to open the godown on holidays. Sub-Contractor's official deputed at NSIC / NALCO's godown would strictly follow only public holidays being observed by NSIC / NALCO's Mumbai office in addition to Sundays. The designated stockyard in charge of the handling Sub-Contractor should be accessible to NSIC / NALCO round-the-clock. Sub-Contractor should provide contact details (telephone numbers of godown as well as residence/ mobile number) of its official deputed at NSIC / NALCO's godown.
13. That Sub-Contractor shall give all facilities to the representative of NSIC / NALCO for checking of stock, stocking arrangements or to conduct surprise stock verification etc. at any time without prior intimation.
14. That all the records of receipts and deliveries and stock on behalf of NSIC / NALCO shall be properly maintained by Sub-Contractor in proper form to be prescribed by NSIC / NALCO and will be made available to NSIC / NALCO for internal audit verification, physical examination or for any other purpose.
15. That any shortage except those shortages mentioned in para 5 above found during physical verification, cost equivalent to 110% of the value of such losses/damages etc shall be debited to the A/C 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:**

Contd.....P/6

16. Sub-Contractor shall take adequate measures/pre-cautions to safeguard the material at warehouse against theft, pilferage, damages of any kind. Any loss /shortages occurred during storage shall be recoverable from Sub-Contractor without prejudice to any other actions.
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 / NALCO'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, manpower and supervision, so that dispatches from Sub-Contractor premises can be effected to maintain NSIC / NALCO'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 / NALCO and obtain their proper receipts. Sub-Contractor shall also hand over such documents that may be specified by NSIC / NALCO.
  - c. Sub-Contractor shall load and place the stocks on the trucks in such a manner as to fully utilize truck capacity volume wise/weight wise or as per NSIC / NALCO's instructions.
18. NSIC / NALCO reserves the right to appoint any other Sub-Contractor on the same or similar terms and conditions or otherwise to render the same or similar services during currency of the contract. The Sub-Contractor shall not restrict the right of NSIC / NALCO 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 / NALCO from any demands, claim or proceedings occasioned or instituted by such injured person or on his/her behalf.
20. That the agreement entered into with the successful bidder will be governed by the rules and regulations as may be specified by the Govt. of India from time to time in so far as they are applicable to the sale and storage of the products covered thereby.

**(Signature of the Sub-Contractor)**  
**Name, Designation of the Signatory**  
**Name of the Company & Seal:**  
**Date**

Contd.....P/7



21. NSIC or Sub-Contractor shall have right to terminate the contract by serving three months 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 / 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 / NALCO 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 / NALCO. The alternative arrangement at the risk and cost of Sub-Contractor shall be made by NSIC / NALCO without any notice. This will be without prejudice to the rights of NSIC / NALCO for any action including termination of contract.
23. **Volume of Work:** The tentative program of NSIC / NALCO is to handle around **500 MT per month** for a period of two years under this contract. This quantity is purely tentative and it cannot be made an obligation to NSIC / NALCO 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 / NALCO'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 / NALCO/Sub-Contractor due to Riots, Strike, Fire, Tempest, Lockout, Trade disputes, breakdown accident, Government Action/Orders and shortage of material or causes beyond the control of NSIC / NALCO/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, it is the High Court of Maharashtra which shall have the jurisdiction.
27. Stock insurance of the godown shall be arranged by NSIC / NALCO at their cost. Insurance covers will be in favour of NSIC / NALCO. 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 / NALCO. In case of any loss or damage of stocks arising during handling / storage Sub-Contractor, NSIC will have the right to recover 110% of the losses/ damages if any, from Sub-Contractor from its pending bills. After the claim amount is received by NSIC from the Insurance Company the same amount shall be refunded to Sub-Contractor.

**(Signature of the Sub- Contractor)**

**Name, Designation of the Signatory**

**Name of the Company & Seal:**

**Date:**

Contd.....P/8

28. **A.** The material stored in godown will be property of NSIC / NALCO. Sub-Contractor shall have no right, title or change of ownership over the property. Sub-Contractor will be trustee on behalf of NSIC / NALCO and in the event of any breach occurs; Sub-Contractor will be liable for penal civil action for breach of trust.

**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 valid service tax registration if service tax is charged. In case service tax is leviable for such services, the Sub-Contractor shall raise tax-compliant invoice, for availing CENVAT by NSIC / NALCO, showing service tax component separately which will be paid extra.

2. The Sub-Contractor should submit proof of valid registration under Service tax. The Sub-contractor shall be responsible for compliance of all local municipal / state / Central Govt. Laws governing the business herein mentioned in the NIT.

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

1. General conditions of contract duly signed (Annex-I).
2. Special conditions of contract duly signed (Annex-II).
3. Annex III to VII duly filled and signed.
4. Copy of **un-price bid** duly signed.
5. Proof of registration under Service Tax and other relevant Laws.

**D. Contract Period:**

The duration of contract will be for a period of two years from the date specified in the Letter of Intent (LOI).

**E. Validity of Offer:**

The rates quoted by tenderer shall be valid for a period of **140 days** from due date of opening of Techno Commercial Bid and the rates once submitted shall not be changed / varied during this period. No claim shall lie on NSIC for the validity of the offer or for any costs that may arise to the tenderer on account of his participation in the tender.

**F. Payment Terms:**

For the purpose of monthly payment to the Sub-Contractor for actual quantity sold / handled in a month, higher value between the following would be considered:

- i) Actual quantity sold / delivered **X** charges for handling per MT
- ii) Minimum monthly charges

**(Signature of the Sub- Contractor)**

**Name, Designation of the Signatory**

**Name of the Company & Seal:**

**Date:**

Payment shall be made to the Sub-Contractor on monthly basis by way of e-payment within two weeks from the date of receipt of the bills if found in order and are complete in all respect. The mandate format for this purpose is given in the Annexure-XII. The 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.

**29. Qualification of Contractors :**

- i. The Contractor should be a reputed person, firm or company in existence for minimum three years and should have the valid authority to submit quotations and enter in to handling agreement with NSIC.
- ii. Contractor should have a valid Service Tax registration and Permanent Account Number (PAN) from appropriate authorities.
- iii. The Contractor should have an experience in Consignment Agency / Handling business of similar metal products for minimum three years and should have handled a minimum quantity 12000 MT per annum in any of the last preceding three years.
- iv. The Contractor should have the necessary permission / Authority / Licence from the concerned local or municipal authority to operate the handling / consignment agency of the nature of the product offered.
- v. The Contractor should own or possess the stockyard premises under lease agreement valid for a minimum period of two years or should have a letter of intent from the owner to offer the premises on rent for operation of Aluminium stockyard.
- vi. The Contractor should own or possess handling mechanical equipments like forklift / hydra etc. under hiring arrangement in order to ensure continuous and permanent availability of same at stockyard.

**(Signature of the Sub- Contractor)**

**Name, Designation of the Signatory**

**Name of the Company & Seal:**

**Date:**

Contd....P/10

- vii. The contractor should have necessary approvals, registration and licenses required for rendering the Services.
- viii. The Contractor should attach the necessary proofs of above arrangements / qualifications along with the technical bid.

30. **Description of Premises**

- i. The Stockyard / Godown offered for the purpose should have a covered area of 5,000 sq. ft. with even level and concrete flooring. The Godown should have ample space for movement of hydra / fork-lift inside for the purpose of unloading / loading and staking.
- ii. The godown should have multiple doors i.e. entry / exit points for simultaneous loading / unloading operations.
- iii. 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.
- iv. 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 Sub-contractor Name, Designation of the Signatory Name of the Company & Seal : Date :	
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**Annexure-II**

**Special Conditions of contract**

NSIC/M/ZGM-8(23)13-14 / \_\_\_\_\_

**Facilities to be provided by Sub-Contractor at the godown:**

1. The covered godown shown by Sub-Contractor & approved by NSIC / NALCO should have an area of approximately 5000 sq.ft & should be a single shed without any partition wall.
2. Two office rooms/cabins with AC is to be provided in the godown for the officials of Sub-Contractor to work and the same could be used by visiting NSIC / NALCO officials.
3. PC with printer and UPS are to be installed by Sub-Contractor in one of the above rooms/cabins. Provision should be made for an additional standby PC & printer in case of failure of existing ones.
4. A toilet is to provide adjacent to godown for use by the officials.
5. A generator/inverter of an appropriate capacity to be installed for a power back up for running of the PC, printer & fan whenever there is power failure.
6. Adequate security arrangements are to be provided round the clock at the godown.
7. Broadband or similar internet connectivity is to be provided for which Sub-Contractor will facilitate the installation and the cost will be borne by the Sub-Contractor. Provision for standby internet connection is to be made in case of failure of existing one.
8. Telephone facilities (two telephones & a fax) are to be provided by the Sub-Contractor. At least one 3MT weighing scale to be installed in the godown.
9. Godown should have adequate lighting & fan installations.
10. At least one computer literate person should be posted at the stockyard as he is to make stock receipt entries, generate computerized invoices & other computer related reports.
11. All installations including systems related equipments are to be maintained by the Sub-Contractor.
12. One fork lift, hydra has to be kept available exclusively for NSIC / NALCO on all working days. No. of forklifts, hydras would be increased on days when there is increase in receipt/sales transactions.
14. Sufficient parking space should be available in front of the godown for facilitating loading, unloading & parking for smooth working at the godown.

**(Signature of the Sub- Contractor)**

**Name, Designation of the Signatory**

**Name of the Company & Seal:**

**Date:**

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NSIC/M/ZGM-8(23)13-14 / \_\_\_\_\_

**Tender for Storage, Handling & Operation of Stockyard  
For Aluminium Products at Baroda**

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 NSIC after opening of Techno Commercial Bid.

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

NSIC/M/ZGM-8(23)13-14 / \_\_\_\_\_

**DETAILS OF SIMILAR WORKS EXECUTED DURING THE LAST 2 (TWO) YEARS**

SI No.	Full Postal Address of Client & Name of officer-in charge with telex/telephone No.	Description of work	Value of Contract	Date of Commencement of work	Completion time as stated in tender (month)	Actual completion on time (month)	Year of completion on	Remarks
1	2	3	4	5	6	7	8	9

Documentary proof for above information enclosed

**(Signature of the Sub Contractor)**  
**Name, Designation of the Signatory**  
**Name of the Company & Seal:**  
**Date:**

Contd.....P/14

**Annexure-V**

**DETAILS OF EQUIPMENTS PROPOSED TO BE COMMITTED FOR THE WORK.**

NSIC/M/ZGM-8(23)13-14 / \_\_\_\_\_

**NAME OF TENDERER:**

Tenderer shall submit herein details of equipments, tools & tackles etc. proposed to be deployed at site to perform this work.

(Tenderer to furnish information strictly as per this Performa)

<b>SI No.</b>	<b>Type</b>	<b>Nos proposed to be deployed</b>	<b>Make</b>	<b>Capacity</b>	<b>Location</b>	<b>Owner</b>	<b>Remark</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>

**(Signature of the Sub Contractor)  
Name, Designation of the Signatory  
Name of the Company & Seal:  
Date:**



**PROPOSED SITE ORGANISATION**

NSIC/M/ZGM-8(23)13-14 / \_\_\_\_\_

**NAME OF TENDERER:**

The Tenderer is to indicate here the site organization; he proposes to set up for execution of the work.

It is understood that this will be augmented from time to time depending on the requirements for timely completion of the work as directed by the Engineer- in-Charge.

The tenderer is also to furnish the bio-data of the Resident Engineer & key personnel to be deployed at site.

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

**(Signature of the Sub-Contractor)**  
**Name, Designation of the Signatory**  
**Name of the Company & Seal:**  
**Date:**

**LITIGATION HISTORY**

- a) Arbitration cases pending:
  
- b) Disputed work incompleting:
  
- c) Pending civil cases against the firm or the proprietor of the firm etc.:
  
- d) Pending criminal cases against the firm:
  
- e) Punishment awarded under civil or criminal cases:

**(Signature of the Sub-Contractor)**  
**Name, Designation of the Signatory**  
**Name of the Company & Seal:**  
**Date:**

Contd.....P/17

### Instructions to Bidder

Bidder is requested to ensure that all supporting documents submitted along with their offer shall be duly attested by the bidder. The non-attested copies of supporting documents shall not be considered for evaluation and the offer will be liable for rejection.

In order to achieve owner's objective to award this tender in minimum possible time, bidders are requested to follow instructions as mentioned below in addition to any other Instructions/guidelines mentioned anywhere else in tender documents:

1. Bidders are instructed to:
  - 1.4.1. Visit Site.
  - 1.4.2. Get themselves familiarized with the site conditions.
  - 1.4.3. Read the bid document carefully.
  - 1.4.4. Seek clarification and get themselves satisfied prior to submission of bid documents
2. Bidders are requested to submit bid without any deviation(s).
3. Deviation (s) listed at any place shall not be considered at all. No claim whatsoever shall be entertained, irrespective of bidder has accepted this particular clause or not.
4. Bidders are advised to provide all information/documents/data etc. asked in tender document.
5. No further correspondence shall be entertained for non-submission of any Information /documents/data and the tender shall be evaluated based on the Information/ document/data available with the tender.
6. Repeated once again that no further correspondence shall be entered for non submission of any information /documents/data and the tender shall be evaluated based on the information/documents/data available with the tender.

**(Signature of the Sub-Contractor)**  
**Name, Designation of the Signatory**  
**Name of the Company & Seal:**  
**Date:**

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**7. TENDERERS MAY PLEASE NOTE THE FOLLOWINGS:-**

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

- 7.1. Tender (part-I and part-II) shall be received at the office of tender issuing officer up to date / time mentioned in NIT
- 7.2. Only Techno-Commercial Bid part-I will be opened on the same date at 15.30 PM or thereafter. Bid containing price in Tech. Bid (part-I) is liable to be rejected. However, copy of **un-priced** bid is to be enclosed with the techno commercial bid.
- 7.3 All the pages of tender to be signed & return back in original.
- 7.4 Intending tenderers or their representative (s) may witness the tender opening.

**8. OPENING OF PART-II (PRICE BID):**

Part-II of the tender /offers of only those bidders, who are techno-commercially accepted, after detailed evaluation of Techno-Commercial Bid, shall be opened.

**9. OTHER CONDITIONS:**

- 9.1 NSIC accepts no responsibility for any loss/delay of non-receipt of offers sent By post. Offers received late/incomplete are liable for rejection.
- 9.2 NSIC reserves the right to accept or reject any or all bids in part or full without assigning any reason whatsoever.
- 9.3 If last date of receiving /opening tenders coincides with holiday, the date will be shifted to the next working day or thereafter at the earliest convenience.

**(Signature of the Sub-Contractor)**  
**Name, Designation of the Signatory**  
**Name of the Company & Seal:**  
**Date:**

Contd...P/19

**PRICE BID****PROFORMA FOR QUOTING RATES:**

I	<b>Service charges for Handling:</b> (to cover : unloading material from trucks, storage, stacking, local varai charges any other type of charges (if any), deliveries including stock transfer documentation and other connected jobs as mentioned in this tender including weighment, if any, at the time of receipt & delivery to the customer etc. as detailed at Annexure 1 & 2.)	Rs.	Per MT
II	Charges for re-strapping of bundles/coils	Rs.	Per MT
III	Minimum monthly charges per month	Rs.	Per month

1. All terms and conditions of the tender as stipulated by NSIC/NALCO are acceptable.
2. The tentative quantity to be handled per month will be 500 MT.
3. The rates quoted shall be inclusive of all taxes & duties, except service tax. In case service tax is leviable for such services, the bidder shall raise tax-compliant invoice, for availing CENVAT by NALCO, showing service tax component separately which will be paid extra.
4. Service Charges payable per month will be calculated based on charges of actual quantity delivered or minimum monthly charges whichever is higher.
5. For the purpose of evaluation of the quotations received the cost of re-strapping will not be considered.
6. For the purpose of evaluation of bids, the higher value between the following for the total contract period will be considered: (i) Tentative monthly quantity to be handled ~~X~~ charges for handling per MT ~~X~~ 24 months (ii) Minimum monthly charges ~~X~~ 24 months

**(Signature of the Sub-Contractor)**  
**Name, Designation of the Signatory**  
**Name of the Company & Seal:**  
**Date:**

Contd.....P/20

**Bank MANDATE FORM for E-Payment**

To  
**National Small Industries Corporation Limited,**

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**Dear Sir,**

Sub: Authorization for release of payment due from NSIC, \_\_\_\_\_ through e-mode facilities of RBI (EFT / RTGS / NEFT ) / Internet Banking.

Refer Order No.....dt.....and/or Tender/Enquiry/Letter No.....dt.....

**(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)**

- 1. Name of the Tenderer :
- 2. Address of the party :  
:.....  
:.....  
:.....  
City :.....Pin Code:.....  
E-mail Id: .....  
Permanent Account Number :.....

**3. Particulars of Bank:**

Bank Name						Branch Name					
Branch Place						Branch City					
Pin Code						Branch Code					
MICR No											
Account Type		Savings ف		Current ف		Cash Credit ف					
Account No.(as appearing in the Cheque Book)											
( 9 Digits code number appearing on the MICR Band of the cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the Bank Name, Branch Name & Code and Account Number )											
RTGS / IFSC Code											
NEFT / IFSC Code											

**4. Date from which the mandate should be effective:**

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, I shall not hold National Small Industries Corporation Limited responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose of credit of amount through RBI EFT / Internet / RTGS/ NEFT.

Place:

Date:

Signature of the party/Tenderer

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

**INDEMNITY AND CUSTODY BOND**

Where M/s..... herein after referred to as Sub- Contractor agree to act as Warehousing and handling agents for National Small Industries Corporation Ltd., herein after referred to as NSIC for storage and delivery of NALCO products to be dispatched by Rail/Road to the Sub-Contractor's premises from Nalco's plant at Angul/any other plant/stockyards. The material will be transported by rail/road for proper storage, handling, safe custody and delivery to various customers of NSIC /NALCO against valid delivery address issued by NSIC /NALCO's authorized representative at Baroda /Mumbai pursuant to this agreement dated (herein after referred to as the "Said Agreement").

And whereas service provider's has agreed to execute as Indemnity and Custody Bond in terms of the said agreement for in respect of Aluminum or any other NSIC / NALCO products delivered to Sub-contractor. It is hereby declared and stated as under:

1. Now by this Indemnity and Custody bond Sub-contractor hereby agrees and undertakes that the Aluminum or any other NALCO products dispatched from time to time will be kept under safe custody at Sub-contractor's yard at Vadodara on behalf of NSIC /NALCO as property in trust.
2. Sub-contractor shall be responsible for the safe custody and protection of the said Aluminum or any other NSIC / NALCO products at Sub-contractor's risk till the same are duly delivered to the customers or as may be directed by NSIC / NALCO from time to time and shall indemnify NSIC /NALCO against any loss or shortage whatsoever in respect of the said Aluminium or any other NSIC /NALCO products received by Sub-contractor and while the same remains in the custody of Sub-contractor. It shall be open for persons authorized by NSIC /Nalco to inspect the material in the custody of Sub-contractor during the working hours at their yard.
3. Should any loss or shortage occur during the storage of Aluminium or any other NSIC/NALCO products at Sub-contractor's storage area, the settlement of claim will be as per clause 16 of the agreement.
4. Sub-contractor further agrees to undertake not to hypothecate and /or change and /or encumber in any manner whatsoever the materials received by Sub-contractor in its custody, either in full or part to any bank or financial institution or any association or any company or firm as security or otherwise.
5. Sub-contractor further agrees and undertakes not to suffer any injunction and /or attachment and /or appointment of receiver in respect to materials belonging to NSIC / NALCO kept in custody of Sub-contractor either in part or full, received by Sub-contractor against any liability incurred by Sub-contractor in its name.
6. It is further agreed that this bond shall remain valid and in force till all the obligations under the said agreement are fulfilled and the accounts relating to this agreement are finally settled by between Sub-contractor and NSIC /NALCO and it is agreed mutually to discharge this bond in writing.

7. The bond shall not be affected by any change in the constitution of NSIC and Sub-contractor nor shall it be affected by any amalgamation or absorption thereof or therewith but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concern.

In witness thereof we put our seal and signature on this day.

Signed, Sealed & Witnessed  
For and on behalf of **Sub-Contractor**

Witnessed By

1.

2

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

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