



The National Small Industries Corporation Ltd, Coimbatore
Tender for 'Handling, Storage of Copper Wire Rods /
Cathodes & Operation of Stockyard' at Coimbatore.

Tender No. NSIC/CBE/VLC/2020-21

Dated: 14/09/2020

NOTICE INVITING TENDER

Sub: Two bid tender for appointing service provider for 'Handling, Storage of Copper Wire Rods / Cathodes & Operation of Stockyard' at Coimbatore.

Last date of receipt of tender : 01-10-2020 (Latest by 4.30 P.M.)
Date of opening of Technical bid : 01.10.2020 At 5.30 PM
Date of Inspection : 03.10.2020
Date of opening of Price Bid : 03.10.2020 At 5.30 PM

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M/s.

.....

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Sub: Tender for Storage, handling & operation of Stockyard at Coimbatore for Copper Wire Rods/Cathodes of M/s. Vedanta Limited – Sterlite Copper

Dear Sirs,

We invite your most competitive offer in SINGLE STAGE, TWO ENVELOPE METHOD i.e. two bid system in sealed cover (techno-commercial in one envelope and Financial Bid in another envelope) for Storage, handling & operation of Stockyard at Coimbatore for Copper products of M/s. Vedanta Limited – Sterlite Copper. 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 Coimbatore for Copper products of M/s. Vedanta Limited - Copper – **Technical Bid / Price Bid separately**. The tenderers may note that the particulars called for in the Technical Bid have to be submitted by them as supported by documentary proof (self-attested).

The tenders shall be addressed to Sr. Branch Manager National Small Industries Corporation Ltd., 1055/10, Gowtham Centre, Avinashi Road, Coimbatore-641 018 and shall be submitted on or before 5.30 p.m. on 30.09.2020. The Technical Bid will be opened on 01.10.2020 at 5.30 p.m. in front of the representatives of the tenderers present, if any followed by inspection of the site on 03.10.2020. The Price Bid of only those sub contractors shall be informed & opened on 03.10.2020 at 5.30 p.m who have qualified in Technical Bid and offered the stockyard premises in accordance with the requirements.

Yours faithfully,

(Sd/-)
 (G.Kannan)
 Sr. Branch Manager



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Special Terms and condition of the Contract:

NSIC is desirous of appointing a contractor / service provider (hereinafter called the contractor) for providing storage & handling and all other incidental services related thereto (hereinafter called the services) for various products manufactured /marketed by M/s. Vedanta Limited – Sterlite Copper (hereinafter called Principal) of Copper WR coils/ Cathodes and other formations of Copper at Coimbatore. The estimated / assured quantity per month will be 400 MT only.

Infrastructure Requirement for Warehouse:

Warehouse should be equipped with:

- a) Warehouse should be located near Irugur or surrounding areas
- b) Warehouse space required shall be 5000 Sq. Ft to 5500 Sq.ft
- c) The approach road from main gate to warehouse should be suitable for movement of big truck & trailer
- d) The warehouse should have proper locking system and should have fencing.
- e) The minimum height of offered premises from floor to ceiling should be at least more than 15 feet.
- f) In order to prevent drain water entering the warehouse, especially during rainy season, the floor level of the warehouse should be higher as compared to the level of the immediate surrounding area.
- g) There has to be proper covered area for loading and unloading in front/rear of Warehouse.
- h) The warehouse should not have any loose electrical connections, hanging electrical wire and loose electrical fittings inside the warehouse. All electrical lighting are to be covered and not exposed.
- i) The warehouse should have proper ventilation and lightening arrangement.
- j) The warehouse should not have any window which poses any security threat. If there is any window, it should be with proper iron grills
- k) The warehouse should be easily accessible for big trucks.
- l) No hazardous product should be store in the warehouse or in the immediate vicinity of the warehouse.
- m) Small office space size atleast 10 feet X 10 feet and security room of space size 10 x 10 feet shall be provided at warehouse at no extra cost to NSIC. This security room will be outside the space offered for storage of Copper products in the Warehouse and will not be counted for minimum storage space requirement mentioned in the tender.
- n) Adequate covered space for loading/unloading and open space for movement of Trucks should be available.
- o) Warehouse should have other facilities like toilet/vehicle parking.
- p) All safety features/infrastructure as per industry standards and Vedanta Safety policy
- q) Warehouse should be accessible to weighbridge.
- r) Well-lit warehousing space with concrete flooring for handling heavy metals with adequate office space.
- s) Should have ample parking space to park minimum 5 to 7 heavy vehicles inside the warehouse.
- t) Should have ease of approach road to the National Highway / State Highway
- u) Should have one/two Concrete Ramp for handling loading & unloading.
- v) Should have adequate movable crane of 10 Mt capacity for loading and offloading round the clock.
- w) Should have CCTV camera – to record round the clock and other necessary security infrastructure.
- x) Should have adequate safety personals-3 Nos on rotation basis.
- y) All other necessary infrastructure required for smooth operations round the clock.



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Scope of Work for Warehousing by service provider:

The warehousing agent should be responsible for the following:

- a. Storage of goods in a planned manner as per product and/or quality grade.
- b. Loading & unloading of materials from the vehicles/containers as per requirement.
- c. Coordination with respective Vedanta personnel's and transporters for movement of goods.
- d. Maintenance of inward and outward register
- e. Any other work not mentioned in the scope as and when required for smooth operations of the depot.
- f. Depot should be operational from 9:30 AM until 09:30 PM on daily basis. The crane operator/driver with helper shall be provided for the said timings
- g. Security personnel shall be provided for complete 24 hours x7days period.



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General Terms and condition of the Contract:

The general terms and conditions shall be as under:

1. 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, registrations and licenses required for rendering the Services;

2. Term of the contract.

The term of the contract shall be for one year and based on the requirement it may be extended further corresponding to agreement between NSIC and Vedanta Ltd-Sterlite Copper unless terminated as per procedure or up to continuance of NSIC contract with the principal whichever is earlier, 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 and signed by both the parties.

3. Storage/Warehousing Facility:

3.1 Contractor shall offer a godown having a covered area sufficient to store 400 MT material. (Approximately 5000 sq ft. to 5500 Sq. Ft) 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/Principal.

3.2 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 finalizing another depot/warehouse at any other location at Coimbatore. Contractor shall within 10 days of intimation, 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 borne by contractor.

3.3 The depots/warehouses offered by contractor shall be the one 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.

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

3.5 The depot/warehouse shall contain handling facility in operational condition for minimum 10 MT capacities as handling arrangement.

3.6 Contractor shall ensure adequate security of the depot/warehouse in which the material is



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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.

3.7 Contractor shall provide additional labour for handling arrangement if required.

3.8 Contractor shall ensure a six-day working at the depots/warehouses with a provision for Sunday working (if required). Normal working hours shall be 9:30 AM until 09:30 PM on daily basis, subject to the clearance of goods received and DO issued on any day.

3.9 Computers including software, printers, UPS of appropriate capacity and VSAT /SAP package shall be provided by the NSIC/Vedanta and service provider will be responsible for their installation like earthing, lightings and platform etc.

4. Handling Facility: -

4.1 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 & also on 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.

4.2 That Principal shall dispatch material from their Works / other Stock Points/ports to the contractor depot/warehouse. Contractor will unload the said material on receipt.

4.3 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 and hydra as also for manual loading and unloading, charges shall be borne by contractor.

5. 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:

- a) Security Guards at the Depot/Warehouse to be provided for complete 24hours x7days period.
- b) Payment of the loss or theft or shortfall or discrepancy in goods for any reason, while or in the custody of contractor or its Person or the Employees & Representatives, will have to be made good by contractor.



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c) Damage of Goods during handling.

6 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 it's 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).

7 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 full proof security measures in this regard.

9. Incidental Facilities and other terms: as specified elsewhere in the document.

10. Contractor shall maintain proper record for outward and inward movement of vehicles.

10.1 Contractor shall submit monthly storage and Handling Bills to NSIC in the first week of following month for which the bill is raised. NSIC shall make payment of Bills possibly by 15th of every month/as and when received from Principal. 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, as applicable.

11.3 ensure that all personnel employed by contractor are fully trained to provide the required crane operations.

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.



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11.6 the Lock and Key of the warehouse as well as the security gate shall lie with NSIC.

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 to 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 copper wire/strips 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 it's 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:

NSIC shall have an unconditional right on 30 days notice to terminate the contract in case:

d) The contractor commits a breach of any of the terms and conditions of the contract.

e) Any winding up/insolvency proceedings is instituted against the contractor or any legal proceedings for recovery of moneys or attachment is levied against the assets of the contractor.

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.



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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 un-enforceable, 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.

16.6 **ARBITRATION CLAUSE:** 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 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 Chennai.

17. **QUALIFYING REQUIREMENTS:**

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.

Contractor should have a valid GST registration and Permanent Account Number (PAN) from appropriate authorities.

The Contractor should have an experience in Consignment Agency / Handling business/transportation for minimum three years and should have handled a minimum quantity 2500 MT per annum of similar products repeatedly during last two years.

The Contractor should have the necessary permission / Authority / License from the concerned local or municipal authority to operate the handling / consignment agency of the nature of the product offered.



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The Contractor should own or possess the stockyard premises under lease /rent agreement/ valid for a minimum period of two years.

The Contractor should own or possess handling equipments under hiring arrangement in order to insure continuous and permanent availability of same at stockyard.

The Contractor should attach the necessary proofs of above experience and 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 about 5000 to 5500 sq. ft. or as indicated in Special Terms of Conditions, with even levelled and concrete flooring. The Godown should have ample space for movement of fork-lift/crane inside for the purpose of unloading / loading and stacking.

The godown should have multiple doors(minimum 2 nos) 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 done with pest control and all other provisions for safety of individuals operating inside the godown as well as of the material.

19.**CLARIFICATIONS:** Any clarifications can be seeked on email bocomb@nsic.co.in

20.**EMD:** The tender document fees is Rs 118/-(inclusive of GST) and Earnest money deposit is Rs 5000/- (Rupees Five thousand only) to be submitted in the form of Demand draft or Bankers cheque drawn in favour of **NSIC LTD** payable at **COIMBATORE**. The EMD will be returned (without interest) to unsuccessful tenderers with 30days of award of contract.

TENDER RECEIVED WITHOUT EARNEST MONEY DEPOSIT IS LIABLE TO BE REJECTED.

21.**PAYMENT TERMS:** The contractor shall prefer his monthly payments by submitting bills complete in all respect along with all necessary supporting documents for processing of his payments by NSIC. Any statutory deduction required, shall be made from the submitted bills, like TDS, etc.

22.**TENDER EVALUATION CRITERIA:** Tenderer fulfilling all the tender conditions and quoting the minimum price in Price Bid shall be declared the successful Tenderer.

23.**SECURITY DEPOSIT:**

a) The successful tenderer has to remit a sum Rs.50,000/- (Rupees Fifty Thousand Only)



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towards the security deposit within 10 days from the date of receipt of communication intimating them of the acceptance of their tender. This security deposit also will not bear any interest under any circumstances.

23.b) If the successful tenderer fails to act upon his submitted offer or backs out after his tender is accepted, the Earnest Money Deposit / Security Deposit paid by him shall automatically stand forfeited.

DUPLICATION OF CLAUSE: Whenever there is duplication of clause or the clauses contradicting each other, either in the special/General terms and conditions or in the Agreement, the clause, which is beneficial to the NSIC, will be considered applicable at the time of any dispute.



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List of Documents to be submitted:

1. Table of Contents duly signed
2. Instructions / questionnaire to bidders duly signed
3. General Terms and Conditions duly signed (Annexure –I)
4. Proof of registration under GST / other taxation authorities. / MSME registration etc.
5. Copy of Pan card (self-attested)
6. Copies of Experience Certificates
7. Proof of premises, lay out plan and measurements indicating the covered area.
8. Proof of handling equipment.
9. Any other document required to be submitted as per tender terms & conditions.



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TECHNICAL BID

Please reply against each columns & attach proof

A. Sub-Contractor Details : i. Constitution ii. Res. Address (Partner & Props.) iii. Business Address iv. GST registration no. v. IT - PAN vi. Past Experience vii. Quantity handled per annum	
B. Stockyard Premises : i. Address ii. Area in Sq. Feet iii. Site Plan Attached iv. Meets requirements of Safety, Height & Other conditions. v. Owned / Rented	
C. Handling Equipments : i. No. of Hydras ii. No. of Forklifts iii. Owned / Hired	
D. In case of Partnership / Co. i. Power of Attorney Attached (yes/No) ii. Board Resolution Attached (yes/No) iii. Copy of Partnership Deed iv. M&A of Association Attached (yes/No)	

Signature

Name of Authorised Person Signing the Tender _____

Bidders Name & Address with seal _____

PRICE BID

(to be separately submitted in sealed envelope)

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

S.No	Description of Service	Rate per MT (in Rs.)
A	Storage and Handling charges up to minimum assured quantity of 400 MT per month (Including Cost of Godown Rent, handling Crane facility with Driver/operator & Helper, Three number Security Guard, etc. as specified in tender)	
B	Rates per MT beyond the minimum quantities of 401 to 600 MT (Including Cost of Godown Rent, handling Crane facility with Driver/operator & Helper, Three number Security Guard, etc. as specified in tender)	
B	Rates per MT beyond the minimum quantities of > 600 MT (Including Cost of Godown Rent, handling Crane facility with Driver/operator & Helper, Three number Security Guard, etc. as specified in tender)	
C	GST (Goods and services tax)	
D	GRAND TOTAL incl. GST (in Rs) (in figures)	
E	GRAND TOTAL incl. GST (in Rs) (in words)	

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

NOTE: Bidder to indicate increase in rate after contract completion for next year renewal, to be finalised mutually on same terms and conditions. Percentage rate increase=_____

Signature

Name of Authorised Person Signing the Tender _____

Bidders Name & Address with seal _____

END OF DOCUMENT