

The National Small Industries Corporation Limited,  
(A Govt. of India Enterprises)  
Ahmedabad  
Tender for 'Handling, Storage of Aluminium metal / Products &  
Operation of Stockyard' at Vadodara.

Tender No. NSIC/AHD/BALCO-VAP/22-23

Dated: 30/09/2022

**Tender For**  
**'Handling, Storage of Aluminium metal / Products &**  
**Operation of Stockyard' at Vadodara.**



**THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.**  
**(A Government of India Enterprise) ,**  
**202-203, SAMRUDDHI BUILDING, OPPOSITE SAKAR-III,**  
**ASHRAM ROAD, AHMEDABAD-380014**

Email: [boamd@nsic.co.in](mailto:boamd@nsic.co.in)

Web Link:

<https://www.nsic.co.in/tender/CurrentTenders>

<https://eprocure.gov.in/epublish/app>

Name, Signature & Seal of the Bidder/Authorized Signatory

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Tender for 'Handling, Storage of Aluminium metal / Products &  
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Tender No. NSIC/AHD/BALCO-VAP/22-23

Dated: 30/09/2022

Tender due on : 02.11.2022 at 11.00 A.M.

Tender opening on : 02.11.2022 at 11.30 A.M..

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Dated: 30/09/2022

M/s. ....

.....

.....

**Subject: - Tender for Storage, handling & operation of Stockyard at Vadodara for Aluminium products of M/s. BALCO & Vedanta Limited - Aluminium and Power**

Dear Sirs,

We invite your most competitive offer in two bid system in sealed cover for Storage, handling & operation of Stockyard at Vadodara for Aluminium products of M/s. BALCO & Vedanta Limited - Aluminium and Power. 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 super scribing on the top of envelope "Tender for Storage, handling & operation of" Stockyard at Vadodara for Aluminium products of M/s. BALCO and M/s. Vedanta Limited – Aluminium & Power – 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 Coordinator/Engineer In charge, **Sr. Branch Manager National Small Industries Corporation Limited, 202-203, Samruddhi Building, Opposite Sakar-III, Income Tax Circle, Ashram Road, Ahmedabad-380014** and shall be submitted in sealed tender box kept at **Branch Office, Ahmedabad on or before 11.00 a.m. on 02.11.2022 (WEDNESDAY)**. The Technical Bid will be opened on the same day i.e. on **02.11.2022 at 11.30 a.m.** in front of the Tenderer/ Representatives of the tenderers present, if any followed by inspection of the site. The Price Bid of only those Service Providers 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,

Sr. Branch Manager  
NSIC Ltd,  
Samruddhi Building, Opposite Sakar-III  
Ashram Road, Ahmedabad-380014  
Phone: 0792-27544893, 27541301(M) : 9352523275  
Email: [boamd@nsic.co.in](mailto:boamd@nsic.co.in), Website: [www.nsic.co.in](http://www.nsic.co.in)

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**NOTICE INVITING TENDER**

**Tender notice for Handling, storage of Aluminium metal/Products & operation of stockyard at Vadodara.**

The National Small Industries Corporation Limited (NSIC) hereinafter called Corporation is desirous of appointing a Contractor / consignment agent (hereinafter called the Service Provider) for providing storage handling and invoicing services and all other incidental services related thereto (hereinafter called the services) for various products manufactured /marketed by M/s. BALCO & Vedanta Limited Aluminium and power (hereinafter called Principal) of Aluminium WR coils, Ingots and other formations of Aluminium at Vadodara. The estimated / assured quantity per month will be 750 MT.

**i) Infrastructure Requirement for Warehouse:**

Warehouse should be equipped with:

- a. All safety features/infrastructure as per industry standards and Vedanta Safety policy
- b. Warehouse should have 1 weigh scale with capacity of 3 MT.
- c. Well-lit warehousing space with concrete flooring for handling heavy metals with adequate office space with provision of drinking water facility.
- d. Should have ample parking space.
- e. Should have ease of approach road to the National Highway / State Highway
- f. Should have adequate forklifts and Hydra cranes.
- g. Should have CCTV camera – Round the clock and other necessary security infrastructure.
- h. The agency should depute computer literate manpower. Training would be provided by Vedanta.
- i. Sufficient power availability & back-up should be available in Warehouse on round the clock basis with proper IT & Communication infrastructure like network & hand phone facility.
- j. All other necessary infrastructure required for smooth operations.

**iii) Scope of Work for Warehousing:**

The service provider should be responsible for the following:

1. A depot of 8000 sq.ft. area for storage of BALCO & VAL Aluminium finished goods.
2. Depot operations should be able to handle a minimum assured quantity of 750 MT per month.
3. Equipment's such as Hydra (1 number) & and Folk lift (1 number) are exclusively required for loading & unloading of materials.
4. Receipt and unloading of goods after checking the condition of the material.
5. Loading, unloading & making of Invoice, way-bill as well as record keeping should be done by Vendor. Proper trained persons must be deployed for computer operating/ SAP invoicing / loading and unloading.

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6. Storage of goods in a planned manner as per product and/or quality grade.
7. Loading the vehicles/containers as per required orders.
8. Coordination with respective Vedanta personnel's and transporters for movement of goods.
9. Daily accounting/reporting of stocks to the respective regional offices.
10. CCTV cameras have to be installed in depot and are under PRINCIPAL's scope.
11. First aid arrangement and other safety measures required in depot are under service provider's scope.
12. Weighing scales of minimum 3 MT capacity must be provided for depot operations.
13. Furniture required for depot operations.
14. Separate Toilet, bathroom etc
15. Service provider to ensure adequate security for depot. For this purpose, 24 hours Security Guards facility must be available.
16. Normal working hours shall be 9.30 AM to 6.00 PM. During month end or when dispatches are higher working time to be extended as required by BALCO/VAL.
17. Maintenance register/other record and Liaison with the Local GST department as per the Instructions.
18. Maintaining MIS related to inventory/dispatch/orders/etc.
19. Any other work not mentioned in the scope but necessary for smooth operations of the depot.
20. Depot should be operational from 9:30 AM until 6:00 PM on daily basis and late hours upon request.
21. E-way bill creation and maintain digital and hard copy documentation of all invoices and LR.
22. Service Provider should feed relevant data in Vedanta's transportation module.

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**GENERAL TERMS AND CONDITION:**

The Service Provider 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;

**SUBMISSION of Tender:-**

The tender shall be submitted in Two Bid System. Bidders are required to submit two sealed envelopes simultaneously, in an outer single envelope latest by 11 AM on 02.11.2022.

**Envelope I- (Technical Bid):** The envelope containing the technical bid, duly super scribed as "Technical bid" clearly mentioning the Tender reference number and due date thereof, with name and address of bidder. This envelope shall contain all required documents along with the tender documents from page 1-18 (including price bid format without filling) accepting all terms and conditions of tender duly signed and stamped by the authorized signatory of the bidder.

**Envelope II- (Price Bid)** The envelope containing the Price bid, duly super scribed as "Price bid" clearly mentioning the Tender reference number and due date thereof, with name and address of bidder. This envelope shall contain only Quotation strictly as per format at page 18 of the tender documents.

The technical bid shall be opened at 11.30 a.m. on 02.11.2022.

The date of price bid opening shall be informed to the technically qualified bidders only.

**Evaluation of Criteria:-**

Inspection of Godown sites offered by the bidders shall be carried out by the tender committee after the opening of technical bid, subject to submission of all requisite documents found in order. After the inspection of Godown sites, the bidders who have offered Godown premises as per the requirement and specification mentioned in this tender shall be treated as "Technically qualified bidders". The price bid of only technically qualified bidders shall be opened and the tender shall be awarded to the bidder who has quoted the lowest rates.

**Earnest Money/Security Money clause: -**

(a) The value of Earnest Money to be deposited by the bidder should be 1% of the value of the estimated value tendered for or Rs.1,50,000/-(Rupees One Lakh Fifty thousand only), whichever is lower. EMD should be in the form of Demand Draft of any Nationalized Bank in favour of The National Small Industries Corporation Ltd, payable at Ahmedabad must be accompanied with technical bid. For unsuccessful tenderer EMD shall be refunded immediately after Finalization of the tender with the approval of the Competent Authority. EMD shall be forfeited if any tenderer withdraws their offer before finalization of the tender or fails to submit order acceptance within 15 days from the date of order EMD is interest free.

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**Exemption of EMD/SD:**

The following tenderer/ firms are eligible for exemption of EMD/SD.

(a) MSE's having Valid NSIC registered (for the tendered items) firms. The firm should submit self-attested copy of NSIC registration certificate along with the technical bid.

(b) MSE's/Start up MSE's having Valid Udyam Registration. The firm should submit self-attested copy along with Technical bid.

It may be noted that if exemption from submission of EMD is claimed and valid supporting documents as required above is not submitted along with Technical Bid, then the offer shall be considered as non-responsive and shall not be processed further.

**Price Preference**

MSEs as mentioned at (a) and (b) above, quoting price within price band L1 + 15%, when L1 is from someone other than MSE shall be given preference and offered at value at L-1 subject to lowering of price by MSEs to L-1.

**Term of the contract:-**

An agreement shall be executed between Corporation and the L1 Bidder, the term of the contract shall be **3 (Three) years from the date of awarding tender** and based on the requirement it may be extended for one year on the same terms & conditions corresponding to agreement between Corporation and Principal unless terminated as per procedure or up to continuance of CORPORATION 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 **30 days** 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.

**STORAGE / WAREHOUSING FACILITY:**

At any time during the pendency of this Agreement upon 30 days prior intimation, CORPORATION shall be entitled to surrender/move out from the depots/warehouse and may call upon SERVICE PROVIDER for finalizing another depot/warehouse at any other location at Vadodara. SERVICE PROVIDER shall intimate and offer another depot/warehouse to CORPORATION and upon confirmation by PRINCIPAL/ CORPORATION thereafter shift them to another depot/warehouse on the same terms and conditions set out herein.

The depot/warehouse offered by SERVICE PROVIDER either shall be the one owned by SERVICE PROVIDER or acquired/arranged by them by way of undisputed lease, license or otherwise for being offered to CORPORATION. However, with regards to depots/warehouses not owned by SERVICE PROVIDER, SERVICE PROVIDER shall ensure that CORPORATION shall get continuous and uninterrupted use of the said depot/warehouse during and under the terms of this Agreement.

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The agreed storage, handling and management charges for the depot at Vadodara for PRINCIPAL's products shall be as under:

Minimum Qty. assured: 750 per month for BALCO & VEDANTA LIMITED ALUMINIUM & POWER (Clubbed)

The billing to CORPORATION shall be made based on the total lifting of Vedanta sector (both BALCO and VEDANTA LIMITED) and total invoice value to be bifurcated in 2 entities in the proportion of their actual lifting. GST or any other statutory levy shall be extra.

No extra charges shall be paid for overtime and working during Sundays/national holidays. Electricity charges, broadband charges and other charges if any shall be borne by service provider.

The depot/warehouse shall be of concrete structure and with adequate office space for SERVICE PROVIDER /PRINCIPAL representatives to keep their records and documents.

The Depot shall have weighing scales of 3 MT capacity and along with adequate number of fork lift /hydra for operational facility of minimum 3 MT capacities as handling arrangement.

SERVICE PROVIDER shall ensure adequate security of the depot/ warehouse in which the material is stored for safe keeping of the goods and **PRINCIPAL shall obtain full insurance coverage against burglary, theft, Fire and natural calamity and civil commotion riot and provide copy of such policy to SERVICE PROVIDER.**

In case of insurance, whenever there is a claim for theft/damage/any other reason, Insurance Company deducts a particular amount which is a loss to Vedanta/ CORPORATION for every Insurance claim, shall be debited from SERVICE PROVIDER.

SERVICE PROVIDER shall give facilities to the representative of PRINCIPAL for checking of stocks, stocking arrangement or to conduct surprise stock verification etc. at any time without any prior intimation.

SERVICE PROVIDER shall provide additional manpower through handling arrangement, for stock verification, if necessary, and adequate weighing facilities also.

SERVICE PROVIDER shall ensure a six-day working at the depots with a provision for Sunday / Holiday working (if required)

Normal working hours shall be 9.30 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.

PRINCIPAL shall provide one computer, along with printer and UPS. Software, and VSAT/SAP package shall also be provided by PRINCIPAL and SERVICE PROVIDER  
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will facilitate their installation like earthing, lighting, and platform etc. Operational expenses including installation shall be borne by PRINCIPAL.

Telephone facilities with Fax and Email are to be provided by SERVICE PROVIDER and SERVICE PROVIDER shall bear the charges. SERVICE PROVIDER will also provide electricity arrangement at the godown / warehouse and electricity charges will be borne by the service provider.

**HANDLING FACILITY:**

SERVICE PROVIDER shall provide handling facility for all the goods of PRINCIPAL, which would include unloading from trucks/containers, stocking 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 / Transporter at its cost.

That PRINCIPAL shall dispatch material from their works/either stock points/ports to the SERVICE PROVIDER's depot/warehouse. SERVICE PROVIDER will unload the said material on receipt and take into stock. If the incoming material is +/- 0.5% of the invoice weight, a necessary actual weight receipt on unloading shall be duly issued. On receiving the goods, SERVICE PROVIDER 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% (+/-) of the total weight of consignment, which is a truck load normally, SERVICE PROVIDER will immediately inform the designated office of PRINCIPAL/CORPORATION by e-mail or telephone or fax for spot verification by PRINCIPAL's representative and meanwhile segregate the consignment for checking by latter. The findings of the PRINCIPAL's representatives will be binding subject to proof 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, SERVICE PROVIDER will issue a short delivery certificate, to the transporter, However, if the transporter refuses to accept such a certificate, SERVICE PROVIDER will immediately inform the designated office of PRINCIPAL of the same. Similar exercise needs to be done by SERVICE PROVIDER in case of transporter not submitting original papers/documents of the consignment.

SERVICE PROVIDER agrees to deliver the material only against delivery order issued by PRINCIPAL. SERVICE PROVIDER will simultaneously prepare invoice and other relevant documents showing the full details of the material actually delivered and obtain customer's signature thereon to the effect that they have received the material to the satisfaction and correctly.

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That SERVICE PROVIDER 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 SERVICE PROVIDER. All expenses, if any, of loading and unloading by mechanical means i.e., by forklift /hydra as also for manual loading and unloading, charges shall be borne by SERVICE PROVIDER. However, if any octroi or such other levies and or similar charges shall be raised under any local laws prior to its unloading at the agreed Deposit/Warehousing, the same shall be borne by the PRINCIPAL.

**Specific responsibilities of SERVICE PROVIDER:**

SERVICE PROVIDER 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 indemnified for any loss(s), cost(s) expenses(s) damages(s) etc. that CORPORATION suffers / incurs as a consequence of the willful dishonesty and doubtful integrity of its employees and representative and persons. Without prejudice to the general responsibilities and liabilities of SERVICE PROVIDER provided elsewhere in this Agreement, SERVICE PROVIDER shall also be responsible or as the case may be liable for the following,

- Security at the Depot / Warehouse round the clock.
- Payment of any loss or shortfall or discrepancy in goods while or in the custody of SERVICE PROVIDER or its person or the employees and representatives will have to be made good by SERVICE PROVIDER.

**Replacement:**

In case PRINCIPAL/ CORPORATION find that any of the Employees & Representatives and/ or persons of SERVICE PROVIDER do not satisfactorily comply with standards of integrity, efficiency or punctuality or where PRINCIPAL are of the opinion in their sole discretion that any of the Employees & Representatives/Persons needs to be replaced, SERVICE PROVIDER undertakes upon written request of PRINCIPAL/ CORPORATION to do so, to replace him/them forthwith with another/other person(s) in reasonable time.

**Rotation**

Except for personnel trained for SAP by PRINCIPAL. SERVICE PROVIDER agrees to rotate the persons and employees and representatives engaged or employed in providing the Services in such a way as to ensure that the same persons and employees and representative shall not be used continuously on the same beat for longer than 24 months.

**Identification**

All persons and employees and representative of SERVICE PROVIDER rendering Service shall carry a photo identity card and shall identify themselves to PRINCIPAL/ CORPORATION, when demanded. It shall be the responsibility of SERVICE PROVIDER to take appropriate and foolproof security measures in this regard.

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**INCIDENTAL FACILITIES AND OTHER TERMS AGREED:**

SERVICE PROVIDER shall maintain proper record and accounts in respect of stocks and dispatches and also of GRs in respect of stocks received by them at the depot/warehouse. SERVICE PROVIDER shall also keep registers incorporating therein the opening balance, receipts and sale during the month and the closing balance. The SERVICE PROVIDER shall make available all the requisite records for the purpose of filing applicable GST Return for which PRINCIPAL shall provide necessary help in this regard. PRINCIPAL will hire a tax consultant and retainer's fee shall be paid to him by PRINCIPAL. GST as applicable will be paid by PRINCIPAL as the case may be.

SERVICE PROVIDER shall at depot/warehouse provide a computer-trained staff for necessary documentation, data transfer and generation of various reports, MIS reports etc. for PRINCIPAL/ CORPORATION, In addition, SERVICE PROVIDER shall provide minimum of 1 personnel at the depot/warehouse for SAP (System Application and processing) handling and agrees that such personnel shall not be transferred by SERVICE PROVIDER without the prior written consent of PRINCIPAL. As regards SAP training of these persons it shall be the responsibility of PRINCIPAL to impart training to such personnel at no additional costs.

That all records of receipts and deliveries and stock shall be properly maintained by SERVICE PROVIDER in proper form as may be prescribed by PRINCIPAL, and will be made available to PRINCIPAL for Internal Audit verification and physical examination as and when it is asked for.

**Payment terms**

**SERVICE PROVIDER shall submit monthly storage and handling bills to Corporation in the first week of following month for which the bill is raised. Corporation shall make payment of Bills by 7<sup>th</sup> of every month subject to payment is received from Principal. The payment shall be subject to TDS.**

**COVENANTS OF SERVICE PROVIDER:**

SERVICE PROVIDER covenants that it shall:

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 regulations of public bodies and companies as applicable to SERVICE PROVIDER and shall keep PRINCIPAL indemnified against all penalties and liability arisen due to fault of SERVICE PROVIDER of every kind for breach of any such statute, ordinance or law regulation or bye-law in relation to storage and handling of Aluminum products at the depot.

Ensure compliance with the provisions of the ESI, EPF, Employee's compensation, minimum wages, and contract labor (Regulation and abolition) Acts if applicable and all other relevant statutes and laws, by-laws which are applicable in connection with this agreement.

Ensure that all personnel employed by SERVICE PROVIDER (except for personnel specifically to be trained by PRINCIPAL for SAP handling) are fully computer trained to provide the services.

Ensure that SERVICE PROVIDER and/or the personnel employed by SERVICE  
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PROVIDER shall not at any time use the name and/or trademark / logo of PRINCIPAL in any manner at all;

Ensure that sufficient backups are available to ensure that providing of the Services are not interrupted due to absenteeism at any point of time.

Render the service in a timely, efficient and professional manner and to the satisfaction of PRINCIPAL/Corporation.

Not have any right to pledge or hypothecate the material placed in the godown. The SERVICE PROVIDER shall hold the material in trust on behalf of PRINCIPAL and exhibit near the entrance to the depot/warehouse on a prominent place indicating the ownership of BALCO & VEDANTA LIMITED- ALUMINIUM & POWER in respect of the goods stored therein.

Address all complaints and observations made by PRINCIPAL/CORPORATION in respect of the services.

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.

Ensure compliance with all applicable laws in rendering the services.

Indemnify and hold harmless PRINCIPAL/CORPORATION from any and all losses, claims, expenses and liabilities (including attorney-client expenses) arising out of a breach by SERVICE PROVIDER in complying with the SERVICE PROVIDER's obligations arising under this Agreement.

Carry out the instructions issued by PRINCIPAL/CORPORATION from time to time in respect of sale of its products in form of ingots etc. and for the purpose. PRINCIPAL/CORPORATION will also, have an overall supervision and access to the SERVICE PROVIDER's godown / depots / warehouses storing PRINCIPAL's products/goods.

**NO RELATIONSHIP OF EMPLOYER AND REPRESENTATIVE**

There shall be no relationship of employer and employee / representative between PRINCIPAL/CORPORATION and employees of SERVICE PROVIDER. This agreement is on a principal-to-principal basis and nothing herein contained shall be deemed to constitute SERVICE PROVIDER or its persons or Employees & representatives as the representatives of PRINCIPAL/CORPORATION or to set up the full responsibility for the payment of all wages, dearness, and other applicable allowances, provident fund, gratuity and all other forms and remuneration applicable under law or under any contract, award or settlement to its Employees & Name, Signature & Seal of the Bidder/Authorized Signatory

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Representatives and Persons and deduct from the remuneration payables to such persons all applicable taxes, provident fund and other statutory contributions or payments. CORPORATION will not be responsible or liable in any manner whatsoever for any relationship of employer- employee, principal agent, master servant or such similar relation between PRINCIPAL/CORPORATION and SERVICE PROVIDER 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 SERVICE PROVIDER for all intents and purposes. SERVICE PROVIDER hereby undertakes such payments, contributions or deductions. In the event of any default by the SERVICE PROVIDER in respect of the aforesaid, it will be the exclusive responsibility of the SERVICE PROVIDER. CORPORATION shall have no concern & responsibility in this matter.

**REVIEW**

The parties undertake to periodically review the arrangements, processes and controls herein specified or contemplated and make changes where required on a mutually agreeable basis.

**TERMINATION**

Either Party may, at any time and without cause, terminate all or part of this Agreement by giving no less than [30] days' prior written notice to the other Party.

In addition, the Company may terminate all or part of this Agreement with immediate effect by written notice to the Service Provider if one of the following circumstances occurs:

- (a) if the Service Provider breaches any provision of this Agreement, provided that where remediable, the Company has notified the Service Provider of such breach and the Service Provider has upon receipt of such notice, failed to immediately and thereafter continuously proceed to remedy such breach to the Company's reasonable satisfaction; or
- (b) if the force majeure under Clause 14 continues for more than thirty (30) days.

In the event of cancelation/ termination of all or part of this Agreement for any reason, the Company's sole liability to the Service Provider in respect of such cancelation/ termination shall be to make payment of the Fees properly due under this Agreement upto the date of termination.

The expiry or termination of this Agreement shall be without prejudice to the rights and obligations of the Parties up to and including the date of expiry or termination and shall not affect or prejudice any term of this Agreement that is expressly or by implication provided to come into effect on, or continue in force after, such expiry or termination.

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**NO ADJUSTMENTS TO BE MADE**

SERVICE PROVIDER agrees not to 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.

**MISCELLANEOUS**

The contents of this Agreement shall be treated as strictly confidential by the parties hereto. SERVICE PROVIDER and PRINCIPAL/CORPORATION undertake to maintain strict confidentiality and secrecy in respect of transactions handled by itself or its employees and representatives and all concerned persons under this Agreement. However disclosure of any part of this Agreement 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.

This Agreement will apply to the benefit of and be binding upon any successors and permitted assigns of the parties hereto.

Any waiver or failure by CORPORATION to claim or enforce a breach of any of the provisions of this Agreement shall not be deemed to be a waiver of any subsequent breach or as affecting in any way the effectiveness of such provisions.

No amendment, change, variation modification of any of the terms or conditions of this agreement shall be CORPORATION or binding unless made in writing and signed by both the parties hereto.

If any provisions of this Agreement are adjudged by a Court to be void or unenforceable the same shall in no way affect the other provisions of this Agreement or the CORPORATION and enforceability of the other terms of this Agreement.

All notices, requests, demands or other communications which are required or may be given pursuant to the terms of this Agreement 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 CORPORATION: \_\_\_\_\_ :

(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 specific address if sent by an 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 herein or in the subsequent letter/notice. For the purposes of

Name, Signature & Seal of the Bidder/Authorized Signatory

**The National Small Industries Corporation Limited,  
(A Govt. of India Enterprises)  
Ahmedabad  
Tender for 'Handling, Storage of Aluminium metal / Products &  
Operation of Stockyard' at Vadodara.**

Tender No. NSIC/AHD/BALCO-VAP/22-23

Dated: 30/09/2022

this clause, the term Business Day shall mean a day on which the commercial banks located in New Delhi are open for business during normal banking hours.

**GOVERNING LAW AND DISPUTE RESOLUTION**

This Agreement shall be governed by, construed and enforced in accordance with the laws of India. The Courts of AHMEDABAD India shall have exclusive jurisdiction over all and any disputes arising under this agreement.

**17. Qualification of Service Providers:**

The Service Provider 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 CORPORATION.

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

**The Service Provider should have similar experience in Consignment Agency / Handling business for minimum three years and should have handled a minimum quantity 750 MT per month OR 9000 MT per annum of similar products repeatedly during last two years.**

**Starts up MSE's are exempted from above condition.**

The Service Provider 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.

The Service Provider should own or possess the stockyard premises under lease agreement valid for a minimum period of three years.

The Service Provider should own or possess handling equipment's under hiring arrangement in order to insure continuous and permanent availability of same at stockyard.

The Service Provider 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 about 8000 sq. ft. or as indicated in Special Terms of Conditions, 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.

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The godown should have firefighting equipment's in appropriate numbers, pest control and all other provisions for safety of individuals operating inside the godown as well as of the material.

**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 CORPORATION, will be considered applicable at the time of any dispute.

**List of Documents to be submitted:**

1. Tender Documents duly stamped & signed at all pages
2. Proof of registration under GST (self-attested)
3. Copy of Pan card (self-attested)
4. Copies of Experience Certificates. (self-attested)
5. Proof of premises, lay out plan and measurements indicating the covered area. (self-attested)
6. Proof of handling equipment. (self-attested)
7. Demand draft of Rs. 1,50,000/- in favour of NSIC towards EMD Or, required documents if claiming exemption. (self-attested)
8. Any other document required to be submitted as per tender terms & conditions.

Name, Signature & Seal of the Bidder/Authorized Signatory



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**Technical Parameter**

Please reply against each columns & attach proof

A. Sub Service Provider Details : i. Constitution ii. Res. Address (Partner & Props.) iii. Business Address iv. GST registration no. v. IT - PAN vi. Experience in C. Agency vii. Quantity handled p.a.	
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? ii. Board Resolution Attached ? iii. Copy of Partnership Deed? iv. M&A of Association Attached?	

Signature

Name of Authorised Person Signing the Tender \_\_\_\_\_

Bidders Name & Address with seal \_\_\_\_\_

Name, Signature & Seal of the Bidder/Authorized Signatory

**The National Small Industries Corporation Limited,  
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**PRICE BID**

We, the Service Provider hereby quote the following rates for carrying out the job of Handling, Storage of Aluminium metal / Products & Operation of Stockyard' at Vadodara 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 750 MT per month	
B	Rates per MT beyond the minimum quantities of 750 MT	

Note:

1. The rates quoted are un-conditional and cover all expenses involved or anticipated in accordance with the tender terms and conditions.
2. Above rates are exclusive of GST.
3. Above rates are valid for (90 days) **3 months** from the date of price bid opening.

Signature

Name of Authorised Person Signing the Tender\_\_\_\_\_

Bidders Name & Address with seal\_\_\_\_\_

Name, Signature & Seal of the Bidder/Authorized Signatory