



**NICCO CORPORATION LIMITED
CABLE DIVISION**

ALL INDIA TRANSPORT RATE CONTRACT

NOTICE INVITING TENDER

NIT NO. NICCO/CABLES/SNR/AITRC/2014-15 DATE: 20.10.2014

NIT Due On: 17.11.2014

ALL INDIA RATE CONTRACT FOR ROAD TRANSPORTATION

**FROM SHYAMNAGAR TO ANYWHERE IN INDIA BY
MECHANICAL TRUCKS**



**NICCO CORPORATION LIMITED
CABLE DIVISION**

NIT NO. NICCO/CABLES/SNR/AITRC/2014-15



NICCO CORPORATION LIMITED

CABLE DIVISION

Notice Inviting Tender

NIT No.: NICCO/CABLES/SNR/AITRC/2014-15

Nicco Corporation Limited (Cable Division), hereinafter referred to as 'NICCO', invites sealed bid in Two Part bid system (Part I: Techno-Commercial Bid; Part II: Price Bid) for following work from experienced and financially sound transporters (IBA approved Transporter will be preferred), who fulfill the qualifying criteria contained in the enclosed tender documents:

Title of Work	All India Transport Rate Contract (AITRC 2014-15)
Scope of Work	Safe transportation of Electrical Cables (packed in wooden boxes, wooden Drums/Wooden Reels & Steel Drums), from NICCO, Shyamnagar works to anywhere in India.
Contract Period	Two Year
Earnest Money Deposit (EMD)	Rs.2,00,000/- (Rupees Two Lakhs only)
Tender Cost	Rs.5,000/- (Rupees Five Thousand only)
Due date & time of bid submission	17/11/2014, 14:30 Hrs.
Due date & time of bid opening	18/11/2014, 15:00 Hrs.
Venue for submission & opening tender	NICCO CORPORATION LIMITED NICCO HOUSE 2, Hare Street, Kolkata 700001

This Tender Document consists of following sections:-

- SECTION – I : General Terms & Conditions (Page No. 3 to 16)
- SECTION – II : Qualifying criteria (Page No. 17)
- SECTION – III : Special Terms & Conditions (Page No. 18 to 22)
- SECTION – IV : Price Schedule (Page No. 23 to 27)



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SECTION-I

GENERAL TERMS & CONDITIONS

- 1.0 Sealed bid is invited in **Two Parts** viz. **Part I:** Techno commercial Bid; **Part II:** Price Bid.
- 1.1 **Part I (Techno-Commercial Bid):** Techno commercial bid should contain documents in the same order as listed below:
- Tender Cost of **Rs. 5,000/-** in the form of Demand Draft or in cash. Offer received without Tender Cost will be summarily rejected.
 - Earnest Money Deposit (EMD) of **Rs. 2,00,000 /-** in the prescribed mode as mentioned in this section. Offer received without EMD will also be summarily rejected.
 - All tender documents, each page of all sections signed and stamped along with all annexures duly filled in legible writing.
 - Signed documentary evidences in support of each of qualifying criteria as mentioned in Section II.
 - An attested copy of the Power of Attorney, in case an individual, other than the sole proprietor, signs the tender.
- 1.2 **Part II (Price Bid):** Price bid should contain **only Price Offer** to be submitted strictly as per Price Schedule (refer Section-IV). The Price Bid not submitted as per Price Schedule may not be considered.
- 1.3 Part I and Part II Bids should be put in separately sealed envelopes and each envelope must be marked clearly as “Techno commercial Bid” or “Price Bid” as the case may be. NIT Number and bidder’s name & address should also be clearly mentioned on these envelopes. These two envelopes must be put in a bigger envelope and sealed properly. Top of the outer cover / envelop should contain following information:
- NIT No. & Title of Work
 - Bid Opening date & time
 - Address / Venue of Bid Submission
 - Bidder’s Name & Address
- 2.0 All papers/documents should be ink signed and stamped by the bidder.
- 3.0 The tenderer shall furnish following, duly enclosing documents relating thereto:-
- Authorized signatory** shall be the person holding ‘power of attorney’ on behalf of the firm/company/bidder-concerned authorized/empowered to act on behalf for the specific purpose.
 - Power of Attorney:** An attested copy of the Power of Attorney, in case an individual other than the sole proprietor signs the tender, shall be submitted along with the tender.
 - In case of an Individual,** full name, address, place & nature of business and relevant operating license.



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- iv. **In case of Partnership Firms:** The names of all the partners and their address. A copy of the partnership deed/instrument of partnership duly certified by the Notary Public shall be enclosed. The tender must be signed by all the partners of the firm or by the managing partner who has power to do so.
 - v. NICCO will not be bound by any other power of attorney granted or the change in composition of the firm made after the execution of the contract agreement. They may, however, reorganize such power of attorney or change the status with supporting legal advice.
- 4.0 The bidder shall quote the rates in English Language using international numerals. These rates shall be entered in figures as well as in words. For the purpose of the tender, the metric system of units shall be used.
 - 5.0 All entries in the tender shall either be typed or be written in ink.
 - 6.0 The offer shall be signed by a person who has requisite authority from the Bidder to do so. A copy of such authority (Power of Attorney attested by Notary) shall be enclosed with the offer.
 - 7.0 The tender shall be submitted on or before the time & date specified in NIT & shall be dropped into tender box duly addressed to following:-

To G. M. – Materials
NICCO Corporation limited
NICCO HOUSE
2, Hare Street, Kolkata 700001
 - 8.0 Tenders can be submitted personally /courier/post. **The tenders received after the due date and time of submission will be rejected.**
 - 9.0 Tenders shall be opened by authorized officers of NICCO at the above mentioned address at the time and date specified in the Notice Inviting Tender in the presence of such of those bidders or their authorized representative who may like to be present.
 - 10.0 The offers should be strictly in accordance with the tender conditions. Should the bidder require any clarification on the tender specification, or is interested in offering any deviation from the tender specification, he shall contact the authority inviting the tender for clarification before submission of the tender. No deviation w.r.t. terms & conditions of the tender are acceptable.
 - 11.0 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document.
 - 12.0 Before tendering, the bidder may inspect NICCO's Shyamnagar works and be acquainted with the prevalent conditions, facilities available etc. No claim will be entertained later on grounds of lack of knowledge.
 - 13.0 Only bidder who is fulfilling qualifying criteria, as asked in this tender, are expected to quote for this work. Offer from bidder who does not fulfill qualifying criteria is not likely to be considered.
 - 14.0 Validity of Offer: The offer should be valid for at least **90 days** from the date of tender opening. In case Nicco Corporation Limited (NICCO) calls for negotiations, such negotiations shall not amount to cancellation or withdrawal of the original offer, which shall be binding, on the bidder. All expenses for attending such negotiations are to be borne by the bidder.
 - 15.0 The acceptance of tender will rest with NICCO which does not bind itself to accept the lowest tender or any tender and reserves to itself full rights to reject any or all the tenders.
 - 16.0 Conditional and unsigned tenders, tenders containing absurd or unworkable rates and amounts, tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions, specifications, etc., are liable to be rejected.



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- 17.0 If the bidder deliberately gives wrong information in his tender, NICCO reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the Earnest Money / Security Deposit / any other moneys due.
- 18.0 Canvassing in any form in connection with the tender is strictly prohibited and the tenders submitted by the Bidder who resorts to canvassing are liable to be rejected.
- 19.0 All safety & security rules, regulations and practices prevalent in the NICCO should be strictly followed by the contractor and their labourers.
- 20.0 The contractor has to follow and obey all relevant acts and laws of the Government.
- 21.0 The contractor should make necessary arrangement of welfare and health of contract labour, if any, at his own cost.
- 22.0 The contractor shall be responsible for any injury or loss caused to his workmen. He shall obtain necessary insurance from approved insurance company and relieve NICCO free from responsibilities/liabilities in this respect.
- 23.0 The contractor shall indemnify NICCO against any actions, awards, proceedings, claims and demands that may be made against it due to any act of negligence, default, etc, made by the contractor or his workers during the contract period.
- 24.0 The contractor shall be responsible for the damage of every sort of the property of the NICCO due to negligence of the agency and cost of all such damages will be recovered from the amount payable to the agency / contractor.
- 25.0 There will be no sub-contracting of the contract.
- 26.0 Declaration in the form of affidavit.

Bidders will ensure furnishing Certificates or an undertaking in their letter head certifying their position against points below as a declaration in the form of affidavit.

- Presently not Black-listed or de-listed category at any of the NICCO Units.
- Presently not suspended from loading by any of NICCO Units.
- Not have been booked by CBI and/or indicted by a Court of law in any criminal case relating to transportation.

- 27.0 **QUALIFYING CRITERIA AND EVALUATION OF OFFERS & BUSINESS DISTRIBUTION:** Qualifying criteria and evaluation of offers & business distribution please refer Section-II of this NIT.
- 28.0 **Contract Period:** Contract Period shall be TWO YEARS from the date of LOI and may be extended on mutual agreement basis.
- 29.0 **Contract Agreement:** The successful bidders have to sign and submit a contract agreement as per enclosed Agreement Proforma (Annexure-D) on a non-judicial stamp paper of Rs.100/- at his own cost.
- 30.0 **Deviation Limits:** The estimated quantities as shown in the tender documents are only indicative in nature. The actual quantity may vary depending upon actual requirement of NICCO.
- 31.0 **SECURITIES :-**

31.1 **EARNEST MONEY DEPOSIT (EMD):**

A. Offer should be accompanied with prescribed Earnest Money Deposit (EMD) through any of the following mode:-

E-payment: E-payment to be made in NICCO's Bank Account No.: 11107798133 at SBI, 8, N. S. Road, Gillander House, Kolkata - 700001. (MICR No. 700002070,IFSC No. SBIN0000144). Document evidencing e-payment at the above bank account must be submitted along with part-I bid.

OR



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Demand Draft (DD): DD shall be drawn in favour of “Nicco Corporation Limited” payable at Kolkata.

The Earnest money deposit shall not carry any interest & shall be returned after the award of the contract to the unsuccessful bidders.

- B. The Earnest Money Deposit of the successful bidder will be retained towards part of Security Deposit.
- C. In case of unsuccessful bidder, the EMD will be refunded after finalization of the tender.
- D. NICCO reserves the right of forfeiture of EMD, in case the successful bidder who:
 - a) After opening of tender revokes/ withdraws his tender within the validity period or revises/ alters his earlier quoted rates/ conditions.
 - b) Fails to submit 50% of the total security deposit before start of work.
 - c) Does not commence the work within the period as per contract.

31.2 SECURITY DEPOSIT (SD):

- A. Upon acceptance of tender, the successful bidder must deposit the required amount of security deposit after adjusting the amount of EMD duly deposited with the tender, within the time specified as stated below for satisfactory completion of work.
- B. The total amount of Security Deposit shall be 10% of the approx annual value of the order.

50% of the security deposit as above, after adjusting EMD to be deposited within one week from the date of issue of letter of intent/ work order but before the start of work in any of the following forms: (a) In the form of Demand Draft in favour of “Nicco Corporation Limited” payable at Kolkata.

OR

(b) in the form of Bank Guarantee in the prescribed Proforma as per Annexure E.

Balance 50% of the security deposit shall be recovered from running bills @ 10% of the value of each bill commencing from first running bill itself till the full Security Deposit is made up.

Validity of the Bank Guarantee furnished towards Security Deposit shall be valid up to the period of completion of work as stipulated in the letter of intent / work order plus 3 months claim period and the same will be kept valid by proper renewal till the satisfactory completion of the Guarantee Period.

- 1 If the value of the work done at any time exceeds the accepted Contract Value, the Security Deposit shall be correspondingly enhanced and the extra Security Deposit shall be immediately deposited by the Contractor otherwise it shall be recovered from payments due to him. Failure to deposit the security Deposit within the stipulated time may lead to forfeiture of EMD and cancellation of the award of work. NICCO reserves the right of forfeiture of Security Deposit in addition to other claims and penalties in the event of Contractor's failure to fulfill any of the contractual obligations or in the event of termination of contract as per terms and conditions of the contract.
- 2 Return of Security Deposit: If the contractor fully performs and complete the work in all respect to the entire satisfaction of NICCO, the full amount of Security Deposit will be released to the contractor within 60 days of completion of contract period as per work order amended, if any, after deducting all costs, expenses, any recovery and other amounts that are to be paid to NICCO under this or other contracts entered into with the Contractor prior to the contract completion date.

Note: All charges for establishing and amending the Bank Guarantee (s), if necessary, shall be to Contractor's account.



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- 32.0 NICCO reserves the right to: -
- 32.1 Accept or reject any of the bid/all bids or cancel/withdraw the invitation for bid without assigning any reason whatsoever, and in such case no bidder/intending bidders shall have any claim arising out of such action by NICCO.
 - 32.2 Reject conditional tenders, tenders containing absurd or unworkable rates and tenders which are incomplete and otherwise considered defective and tenders not in accordance with the tender conditions, during the tender evaluation process.
 - 32.3 Accept/Reject any or all tenders fully or partly, reduce/ increase business volume and number of contractors, split the award without assigning any reasons thereof.
 - 32.4 Cancel/terminate the contract at any time during its currency without assigning any reasons whatsoever.
- 33.0 Safety and Occupational Health: The contractor has to assume full responsibility of the safety of the vehicles/ equipments, crew and to comply with the security/ safety regulations of NICCO and others inside the NICCO factory. The contractor is required to maintain first aid box at the vehicle.
- 34.0 Force Majeure: Notwithstanding anything contained in this Contract, neither the Contractor and nor the NICCO shall be held responsible for total or partial non execution of any of the contractual obligations, should the obligation be made impossible due to concurrence of a Force Majeure which will include war, military operations of any nature, blockages, revolutions, insurrections, riots, civil commotion's, insurgency, sabotage, act of public enemy, acts of god, epidemics and act of Govt. over which the Contractor or NICCO has no control.



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LIST OF ANNEXURES

Annexure A: Checklist & Schedule of General Particulars

Annexure B: Offer of the Bidder

Annexure C: Declaration Sheet

Annexure D: Proforma for Contract Agreement

Annexure E: Proforma for Security Deposit Bank Guarantee



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Annexure : A

CHECK LIST & SCHEDULE OF GENERAL PARTICULARS

1	Name & Address of the Bidder	
2	Email address	
3	Contact nos.	
4	Details of Tender Cost (DD No. or cash receipt no.)	
5	Details of EMD (DD No. or relevant document for e-payment)	
6	Signed and stamped copy of all pages of tender document including all annexures	Yes/No
7	Signed documentary evidence in support of each of qualifying criteria as mentioned in the NIT	Yes/No
8	PAN No. Photocopy enclosed	Yes/No
9	Service Tax Registration no. Photocopy Enclosed	Yes/No
10	Copy of Power of Attorney (Attested by Notary)	Yes/No
11	Validity of Offer [minimum 90 days from tender opening date (part-I)]	Yes/No
12	Copy of Trade License duly Notarised	Yes/No



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ANNEXURE B

OFFER OF THE BIDDER

**To
The General Manager – Materials
M/s. Nicco Corporation Limited
NICCO HOUSE
2, Hare Street
Kolkata 700001**

Ref. NIT No. NICCO/CABLES/SNR/AITRC/2014-15

Subject: Submission of Offer

Dear Sir,

I/ We hereby offer to carry out the work detailed in the tender document issued by Nicco Corporation Ltd, Cable Division in accordance with the terms and conditions thereof.

I/We have carefully read all the Terms and Conditions of all sections connected with the above work and agree to abide by the same.

Details of the EMD payment are furnished with the check list (Annexure A)

I/ We further agree to execute all the work referred to in the said documents upon the terms and conditions contained or referred to there in and as detailed in the appendices annexed there to.

Name & Signature of the bidder

(Seal)

Place:

Date:

NIT NO. NICCO/CABLES/SNR/AITRC/2014-15

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ANNEXURE C

DECLARATION SHEET

I / We hereby certify that, all the information and data furnished by me / us with regard to this Tender bearing no. NIT NO. NICCO/CABLES/SNR/AITRC/2014-15 are true and complete to the best of my / our knowledge. I / We have gone through the terms, conditions and stipulations in detail and understand fully the scope of work and agree to comply with the requirement and intent of job.

I/We, further certify that I/We am/are the duly authorized representative(s) of the under mentioned bidder and a valid power of attorney to this effect is also enclosed.

I/We, hereby declare that I/We shall treat the tender documents and other records connected with the work as secret / confidential and shall not communicate information / derive there from to any persons other than a person I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the same.

Bidder's Name & Address:

Name & Signature of the bidder

(Seal)



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ANNEXURE – D

CONTRACT AGREEMENT PROFORMA

Agreement No. : NICCO/CABLES/SNR /AITRC/2014-15

This agreement made on ____ Day of _____, 2014, between M/s Nicco Corporation Limited, having its registered office at NICCO House, 2 Hare Street , Kolkata – 700 001 (hereinafter called the Company) the first party and M/S _____(hereinafter called the Contractor) the 2nd party. Whereas through its NIT No. NICCO/CABLES/SNR/AITRC/2014-15 dated 20.10.2014 (hereinafter called NIT) and opened on _____ the Company had called for getting work of Safe transportation of Electrical Cables (packed in wooden boxes, wooden Drums/Wooden Reels & Steel Drums), from NICCO, Shyamnagar to anywhere in India.

And whereas the Contractor has submitted his Quotation No _____ Dated _____ in pursuance of said NIT.

And whereas the company has decided to accept the Contractor's tender mentioned above as per the offered rates and conditions specified in offer dated _____ read with subsequent amendments dated _____ as agreed by the company subject to other terms and conditions specified in the NIT and the Company's letter of intent / work order annexed hereto.

And whereas the Contractor has agreed to do the work specified above at the rates mentioned, subject to the conditions contained in said NIT and as mentioned below:-

- a) That the contractor shall execute the work of transportation of the company's products and more particularly described in NIT NO. NICCO/CABLES/SNR/AITRC/2014-15 including letter of intent / work order dated _____ in accordance with and subject to terms and conditions contained in these presents, instructions to Tenderers, General Conditions of Contract, Special Conditions, Annexure, and such other instructions, given to the contractor from time to time by the company.
- b) The Contractor agrees to furnish to the Company Security deposit in the form of cash/ approved securities/ Bank Guarantee as per tender document towards satisfactory performance and completion of the Contract.
- c) The Contractor hereby agrees to extend the validity of the Bank Guarantee, if applicable and required, for such further period or periods as may be decided by the company and if the Contractor fails to obtain such extension(s) from the Bank, the Contractor, shall pay forthwith or accept recovery of relevant amount as determined by the company (referred to as "the said sum") from the bills in one installment and the contractor further agrees that failure to extend the validity of the Bank Guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, the company shall be entitled to take such action as deemed fit and proper for recovering the said sum.

OR

In case the Contractor furnishes the bank guarantee at a later date the contractor hereby agrees to extend the validity of bank guarantee for such further period or periods as may be required by the company and if the contractor fails to obtain such extension(s) from the bank, the contractor shall pay forthwith or accept recovery of the amount of bank guarantee given in lieu of security deposit from the bills in one installment and the contractor further agrees that failure to extend the validity of bank guarantee or failure to pay the aforesaid amount in the manner specified above shall constitute breach of contract. In addition to above, the company shall be entitled to take such action as deemed fit and proper for recovering the said sum.



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- d) That in consideration of the payments to be made to the Contractor by the company in accordance with this Agreement the Contractor hereby covenants and undertakes with the company that they shall execute and complete the works in conformity, in all respects, with the terms and conditions specified in this Agreement and the documents governing the same.
- e) That the Contractor shall be deemed to have carefully examined this Agreement and the documents governing the same and also to have satisfied himself as to the nature and character of the Works to be executed by him.
- f) That the Contractor shall carry out and complete the job to the entire satisfaction of the company.
- g) That the company shall, after proper scrutiny of the bills submitted by the Contractor, pay to him during the continuation of this agreement such sum as determined by the company as payable as per work order.
- h) That this Agreement shall be deemed to have come into force from _____ the date as stated in the letter of intent issued to the Contractor.
- i) That whenever under this contract or otherwise, any sum of money shall be recoverable from or payable by the Contractor, the same may be deducted in the manner as set out in the General Conditions of Contract or other conditions governing this Agreement.
- j) That the company shall be entitled to deduct from the Contractor's bills statutory levies as applicable as per relevant statutes.
- k) That company shall be further entitled to recover from the bills of the Contractor or otherwise such sum as may be determined by the company from time to time in respect of any damage to its products and / or cost incurred by the company incase or otherwise not required to be absorbed by the company after the products of the company are given to contractor for transportation to the required destination.
- l) That it is hereby agreed by and between the parties that non- exercise, forbearance or omission of any of the powers conferred on the company and /or any of its authorities will not in any manner constitute waiver of the conditions hereto contained in these presents and the liability of the Contractor with respect to compensation payable to the company or Contractor's obligations shall remain unaffected.
- m) It is clearly understood by and between the parties that in the event of any conflict between the work order and other documents governing this Agreement, the provisions in the work order shall prevail.



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IN WITNESS HEREOF, the parties hereto have respectively set their signatures in the presence of

Witness

1. Name
Address
2. Name
Address

Signature of the Contractor

Name
Designation

For and on behalf of **Nicco Corporation Limited.**

Witness

1. Name
Address
2. Name
Address

Signature:

Name:

Designation:



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ANNEXURE E

PROFORMA FOR SECURITY DEPOSIT BANK GUARANTEE

In consideration of Nicco Corporation Ltd., having its registered office at NICCO House, 2 Hare Street, Kolkata – 700001 the concerned division being NICCO, Cable Division Shyamnagar Unit, West Bengal (hereinafter called NICCO) having agreed to exempt (hereinafter called “the said Contractor”) from the demand, under terms and conditions of agreement dated (herein after called “the said agreement”) made between NICCO and the said contractor , of security deposit for the due fulfillment of the said agreement by the said contractor on production of bank guarantee for Rs.(Rupeesonly)

1. We (hereinafter referred to as “the Bank”) at the request of contractor do hereby undertake to pay to NICCO an amount not exceeding Rs. against any loss or damage caused to or suffered or would be caused to or suffered by NICCO, by reason of any breach by the said contractor of any of the terms or conditions contained in the said Agreement.

2. We do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from NICCO stating that the amount claimed is due by way of loss or damage caused to or would be or suffered by NICCO by reason of breach by the said contractor of any of the terms and conditions contained in the said Agreement or by reason of the contractor’s failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We undertake to pay to NICCO any money so demanded not withstanding any dispute or disputes raised by the contractor in any suit or proceeding pending before any court or tribunal relating thereto. Our liability under these presents being absolute and unequivocal. The payment so made by us under this guarantee shall be valid discharge of our liability for payment thereunder and the contractor shall have no claim against NICCO for making such payment.

4. We further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that shall continue to be enforceable till all the dues of NICCO under or by virtue of the said Agreement have been fully paid and its Agreement have been fully and properly carried out by the said contractor and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before we shall be discharged form all liability under this guarantee thereafter.

5. We further agree with NICCO that NICCO shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder, to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor from time to time or to postpone any time or from time to time any of the powers exercisable by NICCO against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reasons of any such variation, of extension being granted to the said Contractor or for any forbearance, act, or commission on the part of NICCO or any indulgence by NICCO to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for its provisions, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor.

7. We lastly undertake not to revoke this guarantee during its currency except with the previous consent of NICCO in writing.

8. The address of NICCO of services, correspondence in respect of matters relating to this guarantee shall be:

NICCO CORPORATION LIMITED
NICCO HOUSE
2 HARE STREET, KOLKATA - 700001



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ADDRESS OF THE BANK IN FULL

Dated the Day of20.....

Pin Code:

Telephone No.

Fax No.

For

(Name of Bank)

WITNESS

1.

Notes:

- a) The above BG shall be executed on the non-judicial stamp papers of adequate value procured in the name of the bank in the state where the bank is located.
- b) The above BG is required to be sent by the executing bank directly to NICCO at the above stated address under sealed cover.



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SECTION-II QUALIFYING CRITERIA,

1. QUALIFYING CRITERIA: The bidder **must** fulfill following qualifying criteria and submit the documentary evidence with Part-I bid:

SL NO.	CRITERIA	MINIMUM REQUIREMENT
a)	Turn-over from business of Plying Transport Vehicles	Rs 4 Crores in each of the three financial years i.e. 2011-12, 2012-13 and 2013-14.
b)	Copy of Trade License	Valid on the date of tender opening. If not, rate contract will be cancelled.
c)	Office address	As per List-A mentioned below
d)	Certificate or an undertaking in the form of an affidavit on non-judicial stamp paper valued Rs.100/- and duly notarized.	1. Certifying that they are not in last three years put on hold, suspended, de-listed, banned or black listed by any corporate entity. 2. Not have been booked by CBI and/or charged by a court of law in any criminal case relating to transportation.
e)	EMD	Rs. 2,00,000/- (Rs. Two Lacs) as provided in NIT.
f)	Tender Cost	Rs. 5,000/- (Rs. Five Thousand) as provided in NIT.

Note:

- (i) Copies of Audited Annual Account i.e. Balance Sheet and Profit & Loss Account for three financial years i.e. 2010-11, 2011-12 and 2012-13 will be required. The same for 2013-14 is also required – preferably audited otherwise un-audited.
- (ii) Complete details like Address, Phone number, Cell No., E-mail address and name of person incharge is to be provided as per List-A below.
- (iii) Eligibility criteria are meant only for the purpose of qualifying in this tender. It does not mean that scope of work for a transporter will be limited to States wherein transporter has shown to have branch office.
- (iv) A consent letter without any deviation to be given by the bidder that all terms & conditions of the tender are accepted by the bidder.

List – A : Details of Office & Branches in the following format:-

Office Address	Name	Designation	Landline Telephone No.	Cell Phone No.	E-mail ID

- Note:** a) Above mentioned criteria should be met by the bidder himself and not by any associate bidder.
b) The bidder is required to submit documentary evidence in support of each of the above qualifying criteria.



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SECTION-III SPECIAL TERMS & CONDITIONS

(The 'Special Terms & Conditions' given hereunder supersede the deviations, if any, found in relevant terms and conditions given in 'General Terms and Conditions').

- 1.0 SCOPE OF WORK: Cable drums containing aluminum / copper cables are given for carrying Drums which are normally placed along the circle height- from 8" to 84" (Wooden) & 108" (Steel) and width from 4.5" to 54". Weight varies from 2.75 kg to 5 tons (5000kg) per cable drum. Trucks should be covered with tarpaulin and sealed from the loading point to prevent rain water damage / pilferage / loss / non-short delivery, wastage etc.
- 2.0 **Rate of Transportation :-**
 - 2.1 Rates will be finalised based on the lowest quotation and other commercial criteria received from the Bidders for 6 wheeler & 10 wheeler Trucks.
 - 2.2 Loading on Trailer is subject to prior approval before dispatch. The freight charges for trailer to be finalized before dispatch on case to case basis.
 - 2.3 For any new destination the freight rate will be calculated on the up & down distance on the available rates of nearest destination points in Section IV, Price Schedule at @ Rs. 20/KM for 10 wheelers and @ Rs. 15/KM for 6 wheelers. There will not be any extra charge within 40 KM Radius. The rates will be applicable for the destination beyond 40KM and upto 100KM. Beyond 100 KM new rate will be finalised before dispatch.

3.0 Load Conditions:-

Vehicles and loading details--

- a. Six wheeler trucks (max. 9 MT Load)
- b. Ten wheeler trucks (max.16 MT Load)

To avoid under loading of trucks, combined loads would be offered for transportation under following rules:-

- 3.1 Combined loads are normally en-route and are maximum with extra 2 points dispatch within 50 Km.
- 3.2 For combined loads, max 4 days extra are allowed at the transshipment points for two different destinations.
- 3.3 The loading is generally not expected to be less than 80 % for each truck load and the Contractor / Transporter will not be allowed to load material of any third party. When load from Shyamnagar factory to the destination is less than 80% and the transporter is allowed to load material of any third party subject to ensuring maximum permitted load as stated above, the freight will be paid on prorata basis. Prior approval in such cases is to be obtained for loading the material of third party. At the time of submitting bills, the hard copy of approval is to be enclosed with each bill. If, at any time, it is noticed that third party material is loaded without prior approval, NICCO reserves the right to penalize by not paying such freight bill.



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- 3.4 Loading / Unloading – No Loading and unloading charges will be allowed at the transshipment point. Material handling persons of transporters should be available at the time of loading to ensure proper placement of material on the truck to avoid any transit damages in the transshipment point. Any unloading charges, if required, to be paid by the transporters at the destinations, prior approval from General Manager (Materials) /any other official of NICCO above this designation to be obtained. These unloading charges will be reimbursed on submission of actual bills with the hard copy of approval with each bill.
- 3.5 Transporters must provide Helpers along with the Truck at the loading point to help the driver for executing smooth loading operations.
- 3.6 On company's request if any cable drums are required to be kept on hold at any transshipment point for more than 10 days, Contractor / Transporter will be paid Rs. 800/- per truck for the loading/unloading charges.
- 3.7 Sub-Contract- Sub Contracting will not be allowed.
- 3.8 Office Set up:- Transporter should have own office at Kolkata and should issue LR to client at the time of dispatch made from factory.
- 3.9 Transshipment- Transshipments are not allowed but in a special case it may be allowed with prior approval of NICCO official at the level of General Manager and above. Proper care should be taken during unloading and loading at the transshipment points to prevent any damage of cable.
- 3.10 Tracking facility - To be provided in specific cases. But regular feedback of materials in transit and date of delivery of material at consignees' point should be provided to NICCO's concerned person.
- 3.11 Gutka for safe loading will be provided by us at the time of loading at our Shyamnagar Works. Any other charges will not be paid by us for this purpose.

4.0 Bill submission:-

Bill to be submitted along with the receipted LR within 7 days at our Shyamnagar factory from the date of delivery of material to the consignee. If delayed more than 7 days, deduction will be made @ Rs.100/- per LR/Per Day.

Freight is "to be billed" basis. Octroi & Service Charges, if any, will be reimbursed on actual against submission of proper original documents.

5.0 Incentive / Penalty / Detention / Other incidental charges/Non-Placement of Trucks :-

List of guaranteed transit time for different destinations are provided in Section - IV, Price Schedule. The date of loading & date of delivery are excluded for calculation of transit time. The transit time for delivery will have to be followed strictly. If the materials sent to new destination, the approval for transit time to be obtained separately. For this the following conditions are to be followed.



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5.1 Incentive: @200/- per day will be paid as incentive for reaching before guaranteed time at the destination point.

5.2 Penalty: Rs.1000/- per day for First day delay and also thereafter @ Rs.1500/- per day will be deducted as penalty for a truck reaching beyond guaranteed time at the destination point.

5.3 Detention: If the drums are not unloaded within 24 hours at the destination point after arrival intimation to the consignee, detention charges will be paid @ Rs.500/- per day for 6 wheeler and Rs. 800/- for 10 wheelers against submission of prior approval and the certified documents as proof of detention. Sundays & any holiday will not be paid as detention. The approval and the documents will be submitted with each bills.

5.4 Insurance: Insurance is done by NICCO. In case of accident, FIR has to be lodged by the transporter. In case of short receipt or damage of cable, actual value of full length of cable as contained in the drum as per invoice/challan would be withheld from the transporter bills till insurance claim settlement is done and material re-transported.

5.5 Validity: Rates and terms will be BINDING and FIRM throughout the contract period except escalation on fuel price which will be calculated as per following.

6.0 Price escalation / de-escalation:

6.1 The rate quoted by the bidder will be firm throughout the contract period except for escalation / de-escalation of HSD prices announced by Oil Company (Price reference of Public Sector Oil Co's only will be considered).

6.2. Escalation / De-Escalation of transport rates only on account of increase / decrease in the diesel price will be considered.

6.3. Escalation / De-Escalation clause shall be applicable only, when the impact of series of diesel price increase / decrease results in accumulated net increase / decrease of more than Rs.2.00/- per Litre (Rs. Two Only) from the base contracted rate of HSD..

6.4. Such increase / decrease shall be applicable only for the prospective period from the date, on which the accumulated impact reaches more than Rs.2.00 & above.

6.5. The formula for escalation / de-escalation of transport charges is as follows :

$$0.25 \times \frac{A \times (C-B)}{B}$$

A = Base Rate for transportation as per contract.

B = Ruling price of HSD applicable at Kolkata as on date of contract.

C = Revised price of HSD at Kolkata.



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6.6. The current prevailing diesel price at Kolkata is Rs 60.30 per Litre.

6.7. During the contract period no other price escalation on any account will be entertained.

6.8. For CNG truck, escalation / de-escalation will be applicable as per formula given for HSD vehicles.

7.0 Payment Terms : Our normal payment terms are 90 days from date of submission of your bills with acknowledged delivery challan / supporting documents.

8.0 Other Specific Terms-

8.1 Only pollution controlled certified vehicles are allowed and the certificate have to be provided whenever asked. NICCO being ISO-9001 company would require the same.

8.2 For every new destination the transporters will be required to provide quotation and guaranteed delivery schedule which can be negotiated after the finalization of the contract on whose basis the penalty, bonus etc will be applicable.

8.3 Transportation to be done at carrier's risk only as per Carriage by road Act.

8.4 Proportionate invoice value for any loss/damage/delayed delivery/short receipt etc. should be settled by the transporter within maximum period of 15 days from the date of submission of claim by the company unless otherwise stated.

8.5 To generally provide trucks 18' long for 6 wheeler and 22' long for 10 wheeler flat bed suitable for handling electrical cable drums with easy loading / unloading facility. Normally, the trucks should be with NATIONAL PERMIT and must be on door-collection and delivery basis from Consignor to Consignee to avoid any dislocation / delay en-route.

8.6 Goods once loaded to trucks are to be completely taken care of during whole of transit period to be covered with tarpaulin, rope etc. to prevent rain water, damage and look after from any damage / pilferage / loss / non-short delivery, wastage etc. till safe delivery to the destinations and obtaining CLEAN RECEIPT THEREOF.

8.7 The authorized transporter will be responsible for safe handling of all related documents like challan, packing note, permit, Excise Gate Pass, Test Certificate, Invoice etc. which are to be delivered to the consignee / authorized person as instructed without fail and submit receipts thereof along with the bill. Transporter will be responsible or any loss/ misplacement of papers and to compensate NICCO adequately.



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- 8.8 Whenever required, transporter will depute competent representative for personally handling important documents along with the consignment in specific cases.
- 8.9 Appointed authorized transporter must submit monthly statement within first week of each month- detailing last month's transport details- region wise, bill value wise, mentioning reasons for any delay / dislocation etc. This is for progressive performance evaluation.
- 8.10 All dispute are subject to jurisdiction of court of law Barrackpore, (West Bengal).
- 8.11 Arbitration:- In case of any dispute or difference arising out of the contract, the matter shall be referred for arbitration to the Unit head of NICCO located at Shyamnagar Works whose decision shall be final and binding on both parties.



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SECTION- IV

Price Schedule

Sl. No.	Destination	State	Transit Days	Rate (Rs.)	
				10 Wheeler	6 Wheeler
1	Ananthapuram	Andra Pradesh	7		
2	Godavori Khani	Andra Pradesh	7		
3	Hyderabad	Andra Pradesh	4		
4	Ichapuram	Andra Pradesh	2		
5	Jyothinagar	Andra Pradesh	7		
6	Kadappa	Andra Pradesh	6		
7	Karimnagar	Andra Pradesh	7		
8	Mahaboobnagar	Andra Pradesh	7		
9	Nalgonda	Andra Pradesh	7		
10	Nandigaon	Andra Pradesh	7		
11	Nellor	Andra Pradesh	7		
12	Secunderabad	Andra Pradesh	7		
13	Vijaywada	Andra Pradesh	5		
14	Visakhapatnam	Andra Pradesh	5		
15	Bongaigoan	Assam	6		
16	Guwahati	Assam	7		
17	Nagaon	Assam	7		
18	Bhilai	Chattisgarh	5		
19	Bhilai Steel Plant	Chattisgarh	5		
20	Bilaspur	Chattisgarh	5		
21	Champa	Chattisgarh	5		
22	Chirimiri	Chattisgarh	5		
23	Dantewada/Bacheli	Chattisgarh	5		
24	Kirandul	Chattisgarh	7		
25	Korba	Chattisgarh	5		
26	Raigarh	Chattisgarh	7		
27	Raipur	Chattisgarh	5		



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Sl. No.	Destination	State	Transit Days	Rate (Rs.)	
				10 Wheeler	6 Wheeler
28	Delhi	Delhi	6		
29	Noida	Delhi	6		
30	Goa	Goa	7		
31	Mazagaon Dock	Goa	8		
32	Ahmedabad	Gujrat	8		
33	Anand	Gujrat	8		
34	Baroda	Gujrat	8		
35	Bhavnagar	Gujrat	8		
36	Bhuj	Gujrat	8		
37	Dahod	Gujrat	8		
38	Daman	Gujrat	7		
39	Hazira	Gujrat	8		
40	Mahesana	Gujrat	9		
41	Surat	Gujrat	8		
42	Vadodara	Gujrat	8		
43	Vallabh / Vidyanagar	Gujrat	5		
44	Valsad	Gujrat	8		
45	Vapi	Gujrat	7		
46	Faridabad	Haryana	7		
47	Gurgaon	Haryana	7		
48	Jagadhari	Haryana	7		
49	Panipat	Haryana	7		
50	Baddi	Himachal Pradesh	8		
51	Parwanoo	Himachal Pradesh	8		
52	Bokaro Steel Plant	Jharkhand	4		
53	Gamahria	Jharkhand	3		
54	Ghatotand	Jharkhand	3		
55	Jamshedpur	Jharkhand	3		
56	Ranchi	Jharkhand	3		
57	Sangli	Jharkhand	7		
58	Saraikila	Jharkhand	5		



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Sl. No.	Destination	State	Transit Days	Rate (Rs.)	
				10 Wheeler	6 Wheeler
59	Bangalore	Karnataka	7		
60	Belgaum	Karnataka	7		
61	Bellary	Karnataka	7		
62	BEML Nagar	Karnataka	7		
63	Gulbarga	Karnataka	7		
64	Karwar	Karnataka	7		
65	Mangalore	Karnataka	10		
66	Cochin	Kerala	7		
67	Thiruvananthapuram	Kerala	10		
68	Bhopal	Madhya Pradesh	7		
69	Sidhi	Madhya Pradesh	7		
70	Singrauli	Madhya Pradesh	6		
71	Ahmednagar	Maharashtra	7		
72	Azani	Maharashtra	7		
73	Bhiwandi	Maharashtra	7		
74	Bhuswal	Maharashtra	6		
75	Chandrapur	Maharashtra	7		
76	Kalyan	Maharashtra	7		
77	Kolhapur	Maharashtra	7		
78	Kurla	Maharashtra	8		
79	Mahalakshmi	Maharashtra	7		
80	Mahul - Mumbai	Maharashtra	8		
81	Matunga	Maharashtra	7		
82	Mumbai	Maharashtra	8		
83	Nagpur	Maharashtra	7		
84	Nasik	Maharashtra	7		
85	Panvel	Maharashtra	7		
86	Pune	Maharashtra	7		
87	Satara	Maharashtra	7		
88	Thane	Maharashtra	8		
89	Saraikila	Jharkhand	5		



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Sl. No.	Destination	State	Transit Days	Rate (Rs.)	
				10 Wheeler	6 Wheeler
90	Worli, Mumbai	Maharashtra	8		
91	Angul	Odisha	2		
92	Baripada	Odisha	1		
93	Damanjodi	Odisha	4		
94	Dhamra	Odisha	3		
95	Dhenkanal	Odisha	3		
96	Dhubri	Odisha	3		
97	Jajpur	Odisha	7		
98	Joda	Odisha	6		
99	Lapanga	Odisha	3		
100	Mancheswar	Odisha	7		
101	Paradeep	Odisha	6		
102	Rourkela	Odisha	4		
103	Sambalpur	Odisha	3		
104	Talcher	Odisha	4		
105	Ferozpur	Punjab	8		
106	Kapurthala	Punjab	9		
107	Ludhiana	Punjab	9		
108	Mohali	Punjab	8		
109	Patiala	Punjab	9		
110	Chitorgarh	Rajasthan	8		
111	Jaiselmer	Rajasthan	8		
112	Kota	Rajasthan	8		
113	Ariyalur	Tamil Nadu	7		
114	Chennai	Tamil Nadu	6		
115	Coimbatore	Tamil Nadu	7		
116	Hosur	Tamil Nadu	7		
117	Kalpakkam	Tamil Nadu	7		
118	Kanchipuram	Tamil Nadu	7		
119	Mamandur	Tamil Nadu	7		
120	Nagapatnam	Tamil Nadu	6		
121	Neyveli	Tamil Nadu	9		
122	Perumbur	Tamil Nadu	7		
123	Salem	Tamil Nadu	7		
124	Tiruchirapalli	Tamil Nadu	10		



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Sl. No.	Destination	State	Transit Days	Rate (Rs.)	
				10 Wheeler	6 Wheeler
125	Agartalla	Tripura	12		
126	Allahabad	Uttar Pradesh	5		
127	Bareilly	Uttar Pradesh	6		
128	Gaziabad	Uttar Pradesh	7		
129	Jhansi	Uttar Pradesh	5		
130	Kanpur	Uttar Pradesh	6		
131	Lucknow / Charbagh	Uttar Pradesh	6		
132	Mathura	Uttar Pradesh	7		
133	Raiberili	Uttar Pradesh	7		
134	Rihand	Uttar Pradesh	9		
135	Varanasi	Uttar Pradesh	6		
136	Bacheli	Uttarakhand	8		
137	Bardhaman	West Bengal	1		
138	Burnpur	West Bengal	2		
139	CLW CHITRANJAN	West Bengal	2		
140	Haldia	West Bengal	2		
141	Hoogly	West Bengal	2		
142	Howrah	West Bengal	1		
143	Kanchrapara	West Bengal	1		
144	Kharagpore	West Bengal	2		
145	Kolkata	West Bengal	1		
146	Chandigarh		7		
147	Pondicherry		9		