

**File No 10/04/2024-NCLT/ 44**  
**NATIONAL COMPANY LAW TRIBUNAL**

**National Company Law Tribunal**  
**6<sup>th</sup> Floor, Block-03, CGO Complex**  
**Lodhi Road, New Delhi, 110003**  
**Date: 11/01/2024**

**Sub: Inviting Bids for Storage of Furniture Items Present at Block-12 CGO Complex,  
Lodhi Road New Delhi**

## **1. INTRODUCTION**

The National Company Law Tribunal, Ministry of Corporate Affairs, Govt of India (referred to hereinafter as the Office) intends to outsource the activity of warehousing/storing of furniture and dead stock items currently held at its office rooms presently situated at Block-12 , CGO Complex, Lodhi Road, New Delhi.

There are about 500 items of furniture/dead stock comprising of Office Chairs, Office Tables, almirah, tables, work stations, compactors, blinds, pedestal fans, sofas, racks etc.

The office intends to invite bids from experienced Warehousing/Storage Providers of repute for providing the facility of storing these items within Delhi and NCR.

The purpose of this tender is to invite quotations from experienced Service Providers of repute for providing the facility of storage within Delhi and NCR having Godowns/Warehouses with proper infrastructure for meeting the operational, administrative and security needs.

The Service Providers shall ensure safe and secure storage and up keep of the items in good condition, and return of the items as and when demanded by authorized person/officer of this Office or at the end of the contract period.

The godowns should have proper storage facility with access control, Racking System and its own facility for Transportation and Manpower for lifting the identified items and other facilities for such storage/retrieval.

Service providers are advised to visit the dead stock to be stored before submission of the bids at least 3 days before the end of the bid submission period. They must write a mail at [admn@nclt.gov.in](mailto:admn@nclt.gov.in) and get the permission from the Office.

The intended bidder will be given a list of items to be stored by this office before the Inspection.

The last date for receipt of sealed bids is 27/01/2024.

## **2.1 SCOPE OF WORK**

The scope of work to be awarded through this tender is as follows:

- i. Cataloging of items/stock
- ii. Collection of stock items
- iii. Loading and Transportation of items to warehouse
- iv. Storage of items/stock in dedicated space
- v. Return of items/stock in part or full
- vi. Submission of Reports from time to time

## **2.2 COLLECTION and PACKING OF STORE**

The Service Provider will visit office premises/record rooms for collection of stores/items in physical form on specific authority or instructions of the Office in writing/mail from Office.

The Service Provider is required to do packing of stores and indexing of the same, sealing of the boxes and all other works or processes necessary in this connection.

The Service Provider will use its own material for packing of stores.

The Service Provider shall be responsible for collecting, indexing, dismantling and packing of the stock.

## **2.3 CATALOGUING/INDEXING**

The Service Provider shall arrange and catalogue the stores under data fields as specified by the office and prepare inventory using an agreed upon format. Specific labels/codes are to be securely fixed on each item to prevent any loss during transportation, storage or removal/retrieval.

Acknowledgments of the stores specifying the number of cartons/boxes/containers with description and number of files/folders etc. in each carton/box/container are to be provided to the Office at the time of pickup. Thereafter, the Service Provider shall provide the soft copy and hard copy of the inventory of stores.

## **2.4 LOADING and TRANSPORTATION**

The Service Provider will arrange lifting of stores, as provided by the Office, from the office/rooms by their own transportation facility for storage at godowns. The Service Provider shall comply with the local traffic, health, safety and other statutory requirements during the transportation of stores.

The Service Provider shall provide all required manpower, equipment etc. for handling the materials for loading of materials for transportation and unloading of materials at godown.

The Service Provider shall use its own vehicles, personnel, fuel and handling equipment to transport the goods to the designated godowns/warehouses. The Service Provider shall be responsible for loading and unloading of material. The Service Provider should take utmost care

while handling the equipments/ materials to avoid any damage. Damages due to negligence of the service provider will attract penalty and Service Provider has to bear the cost of damage materials/ goods.

## 2.5 STORAGE

The service provider will store the stock at its godowns in a safe and secure environment.

The godowns of Service Provider should satisfy the following minimum requirements at the godowns.

- i. Building/ structures for storage facility should be a permanent construction with RCC with proper drainage system and having Corrosion Resistant modern metal roof/ ceiling, specially designed to protect the godowns from flooding, fire, theft, dust, moisture, and pest.
- ii. The storage facility should not have leakage from water pipes, sprinklers, mechanical installations, roots, drains, or any other source of water ingress.
- iii. Storage facilities must be locked and properly guarded. No unauthorized personnel shall be allowed access to the boxes/containers at any time.
- iv. Access should be controlled by a proper access control system.
- v. The office has the right to physically inspect the storage area as a surprise check. The service provider will rectify the lacunae/deficiency pointed out by such inspections which don't meet the standards as per contract within 5 days.
- vi. Storage facility should have fire protection & fire-fighting system (which include Fire alarm system and Fire Extinguishers) in accordance with norms prescribed by the Fire Department for the building.
- vii. The service Provider's staff should be adequately trained in handling the fire equipment. The fire protection system should adhere to fire security norms as prescribed by Competent Authority.
- viii. Service Provider must confirm that Pest & Rodent Control and Termite treatments are carried out regularly (as per prescribed norms) in the storage space for a Pest Free environment..
- ix. The Building for storage must be constructed in accordance with applicable local laws and regulations.
- x. Service Providers are required to provide evidence of legal ownership or lease of the storage facility with approved site/building plan.

- xi. The service Provider is required to operate the facility of storage in accordance with local legal requirements in respect of health and safety regulations, employment law, fire safety law and relevant building codes etc.
- xii. Storage area should be insured against fire, flood, cyclone and other natural calamities besides theft, burglary etc. and the bidder will bear the cost of such insurance.

## **2.6 HANDING BACK OF STOCK UPON TERMINATION**

Upon expiry of the term of the contract or in the event of termination of contract by the Office, the Service Provider shall hand over all the sealed cartons/boxes/racks/containers etc in its possession along with the inventory of records to the Office at its office/record room or at any other place within New Delhi & NCR as directed by the Office within 7 days of such direction without any additional charge.

The Service Provider will be responsible for re-assembling of furniture/dead stock items like racks, workstations, Compactors etc.

## **2.7 TECHNICAL QUALIFICATION CRITERIA**

The bidder should meet all of the following qualification criteria so as to be eligible for further evaluation:

- i. The bidder may be Government Organization/PSU/PSE/Private/Public Limited Company/ firm incorporated under Indian Laws. The bidder shall submit the Certificate of Incorporation along with the Bid in respect of this requirement.
- ii. Bidder should have at least some experience of storage of stock. Details must be submitted in **Form-1**.
- iii. The bidder should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by any Tendering Authority or termination of contract in between contract period for any reason other than change in policy. A Self-declaration Certificate should be enclosed in this regard (**Form 2**).
- iv. In the last three financial years i.e. 2020-21, 2021-22 and 2022-23, the bidder should have achieved minimum average annual financial turnover of Rs 20 lakhs. Details must be submitted in **Form 3**.
- v. The space to be utilised for storage of dead stock/furniture items must be held either on ownership basis or on long term lease by the Bidder. The bidder should certify that all legal & technical formalities are completed for this storage space (**Form 4**).

- vi. The bidder should submit proper Shops & Establishment licenses as acquired for operation of the godown and shall be able to produce such licenses whenever required by the Office. Such registrations and licenses should be furnished with the Bid.

Bids without any of the specified documents will be rejected.

## **2.8 FINANCIAL BID**

Rates may be quoted in the format given in **Form 5**. Rates quoted in **Form 5** shall be inclusive of all taxes.

Rates quoted in **Form 5** shall be valid initially for a period of 6 months. The contract may be extended with mutual consent and based on requirement.

Rates should be quoted for collecting, indexing, dismantling, packing, transportation to and fro, unpacking, storage and re-assembling of the stock. The Service Provider will be responsible for dismantling and re-assembling of furniture/dead stock as and when required.

## **2.9 DEADLINE FOR SUBMISSION OF BIDS**

The Office should receive the sealed Tender Documents before the last date. However, the Office, may, at its sole discretion, extend the time limit for submission of bids for administrative or operational reasons or even without assigning any reasons.

## **2.10 MODIFICATION AND WITHDRAWAL OF BIDS**

Bids once submitted will be treated as final and no modification will be permitted after submission of the bids. No correspondence, in this regard, will be entertained from any bidder. No bidder, who has submitted a bid, shall be allowed to withdraw the bid after the deadline for submission of bids is over. In case of the successful bidder, it will not be allowed to withdraw/back out from the bid commitments. No correspondence will be entertained in this regard.

## **2.11 OPENING OF BIDS**

The Office shall open the bids after the end of date & time for submission of bids. The Office will examine the bids to determine whether they are complete, whether there is any computational errors, whether required information has been provided as underlined in the bid document, whether the documents have been properly signed, and whether bids are generally in order.

The Office will reject the bids which are not found to confirm to the requirements. Any effort, by any bidder, to influence the Office in its bid evaluation, bid comparison or decision or contract awards decision, may result in the rejection of its bid. In this regard, the Office's decision shall be final and no correspondence or claim will be entertained.

## **2.12 OFFICE'S RIGHT TO ACCEPT OR REJECT ANY BID OR ALL BIDS**

The Office reserves the right to accept or reject any bid and annul the bidding process and reject all bids at any time prior to award of contract without assigning any reasons and without incurring

any liability whatsoever. The Office reserves the right to select more than one service provider/bidder keeping in view its requirements.

### **2.13 SIGNING OF CONTRACT**

The successful bidder (s) shall be required to enter into a contract with the Office, within stipulated time period as may be specified by the Office. The contract will be valid initially for a period of 6 months unless terminated by the Office before the said period after giving one month's notice to the Service Provider. The contract may also be renewed for further period subject to performance and mutual consent of both the parties to the agreement.

### **2.14 OPERATION OF OPTION CLAUSE**

The office retains the right for a change in the quantity up to 25% of the original contracted quantity at the same rates and terms and conditions of the contract.

The Service Provider will be liable for damage, loss incurred due to the misconduct, non-performance, breach of duties and obligations, negligence, fraud, wilful default or omission on the part of the Service Provider subject to the limitation of liability specified in the contract signed by both parties.

### **2.15 GOVERNING LAW AND DISPUTES (APPLICABLE IN CASE OF SUCCESSFUL SERVICE PROVIDER)**

All disputes or differences whatsoever arising between the parties out of or in relation to the construction, meaning and operation or effect of the Tender Document/contract or breach thereof shall be settled amicably with mutual consultation. If, however, the parties are not able to resolve the dispute amicably, the same shall be subject to the jurisdiction of Hon'ble High Court in New Delhi.

The Service Provider shall continue to work as per the existing contract during the court proceedings unless otherwise directed in writing by the Office or unless the matter is such that the work cannot possibly be continued until the decision of the Court, as the case may be is obtained.

### **2.16 ASSIGNMENT & SUBLETING OF THE CONTRACT**

The Service Provider shall not assign or sublet, in whole or in part, its obligations to perform under this contract.

### **2.17 TERMS OF PAYMENT**

Bills/Invoices for dismantling, packing, indexing and transportation and storing of the stock will be raised by the service provider after successful collection, indexing, packing, transportation and proper storage of the dead stock and after duly certified by Secretary of the office.

Bills for monthly rent will be raised on monthly basis after successful collection, indexing, packing transportation, storage of the stock and as per certification by the Secretary of the Office.

The Service Provider shall raise a monthly bill addressed to the Secretary National Company Law Tribunal, Block No. 3, 6<sup>th</sup> floor, C.G.O. Complex, Lodhi Road, New Delhi and submit the same by 7<sup>th</sup> day of the following month. The Office shall process the bill for payment at the earliest possible.

#### **2.18 EARNEST MONEY DEPOSIT**

Vendors must submit an interest free EMD for participating in this tender for an amount of Rs 20,000. Bids without EMD will be summarily rejected.

#### **2.19 INITIAL SECURITY DEPOSIT**

On signing of the contract, the successful bidder shall deposit Bank Guarantee equivalent to 5% of the estimated total fixed cost plus monthly recurring cost of the contract.

#### **2.20 COST OF BIDDING**

The bidder shall bear all the costs associated with the preparation and submission of its bid, in no case and under no circumstances, the Office will be responsible or liable for such costs, regardless of conduct or outcome of the bidding process.

#### **2.21 LIQUIDATED DAMAGES**

In case the Service Provider fails to provide services as per requirement of the Office, the Office shall, without prejudice to its other remedies under the contract, forfeit the Security Deposit, either in part or in full. The Office will be the final authority to ascertain the veracity of any reason provided by the Service Provider.

The service Provider shall be solely responsible for and indemnify the Office against all charges, dues, claim etc. arising out of the disputes, if any, relating to dues of and employment of personnel deployed by it.

The Service Provider shall indemnify the Office against all losses or damages, if any, caused to it on account of acts of the personnel deployed by it.



**Shaju TJ, Joint Registrar**  
**National Company Law Tribunal**  
**6<sup>th</sup> Floor, Block-03, CGO Complex**  
**Lodhi Road, New Delhi, 110003**  
**Phone No 011-24363843**  
**Mail- admn@nclt.gov.in**

**FORM 1 – WORK EXPERIENCE CERTIFICATE**

Name of the company/firm: -----

**Work Experience in Storage**

S.No	Name of Government Offices/Nationalized/Scheduled/Commercial Banks/PSU/Company etc for whom the Service Provider is providing or Provided storage services	Start Date	End Date	No. of stock (Sqft)	Total Value of Contract (in Rs)
1					
2					
3					
4					
	Total				

**Note:**

Service Provider should produce self-certified copies of valid agreements and certificates given by the departments as documentary evidence for above mentioned information.

Signature of the Service Provider:

Date:



**FORM 2 – SELF DECLARATION****Ref:****Date:**

To

National Company Law Tribunal  
Block No. 3, 6th floor, C.G.O. Complex,  
Lodhi Road, New Delhi -110 003

Sir/Madam,

In response to the tender No. .... Dated ..... as owner/partner/ Director of  
..... I/we hereby declare that our Agency/Firm  
..... is having unblemished past records and was not  
declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period  
of time.

I/We further declare that there have been no damage to stock at any of our facility due to  
fire/pest/flood.

I/We further certify that we have not damaged any property/item/record/furniture etc at the time  
of storage of the same.

Name of the Service Provider:

Signature:

Seal of the Company/firm:

**FORM 3 - FINANCIAL DETAILS AS PER AUDITED ACCOUNTS**

Year	Amounts in Rs			
	2020-21	2021-22	2022-23	Average for three years
<b>Turnover (Rupees)</b>				

**Note:**

Signature:

Date:

**FORM 4 –GODOWN/WAREHOUSE– WISE INFORMATION**

Name of the Bidder:  
 Address of Godown:  
 Owned / Leased:  
 Area in (Sq.Ft):  
 Capacity (in Cubic Ft):

<b>RECORDS STORAGE CENTRE</b>	Mark Yes/No in all the boxes below
Permanent Construction (Walls &Flooring)-Brickwork	
RCC/ Strong & Corrosion Resistance Modern Metal Roofing	
Fire Doors	
Trained Staff	
Security	
Access Control	
Fire Fighting Equipment	
Fire Alarm System-Detectors	
CCTV With 2 months Recording	
Pest Control and Rodent Control	

NOTE: Service Provider/Bidder should submit copy of lease/owner ship document and establishment certificate for the storage area. Other documents evidencing the availability of above infrastructure may also be filed.

Signature: Name: Designation:

Seal:

**FORM 5 – FINANCIAL BID FORMAT**

Price Schedule for the proposed Storage Systems:

The Service Provider Should quote prices as per following schedule

<b>S.No.</b>	<b>Cost Item</b>	<b>Total cost (in Rs) Including all taxes and charges</b>
1.	Initial fixed cost for collection, segregation, dismantling, indexing, packing, transportation and storage of goods/stores	
2.	Monthly Storage cost including all maintenance charges	
3.	Fixed cost for transportation, unpacking, re-assembling and fixing of stores at Office location after contract period.	
	<b>Total Cost</b>	

The rates quoted in Form 5 shall be valid for entire period of contract.

The above formula will be used to decide L1 bidder. After award of the contract, the actual payments will be made by the Office on pro rata basis as per rates quoted by the bidder for the actual number of units handled.

The total contract value of the contract for 6 months is calculated using the following formula

$$\text{Total contract value} = \text{Sl. No.} + (\text{Sl. No.}2 \times 6) + \text{Sl. No.}3$$