

TENDER NOTICE

RASHTRIYA ISPAT NIGAM LIMITED
(A Government of India Undertaking)

TRANSPORT & SHIPPING SECTION,
MATERIALS MANAGEMENT DEPARTMENT,
BLOCK-A, 3RD FLOOR, MAIN ADMINISTRATIVE BUILDING,
VISAKHAPATNAM STEEL PLANT,
VISAKHAPATNAM - 530 031 (A.P.), INDIA.

Telephone No. +91 891 2519520; FAX Nos. +91 891 2519520 / 2518753 / 2518756
E-mail: viju@vizagsteel.com / tns_mm@vizagsteel.com

TENDER No. T&S/15/04/5843 DT.29.09.2015

Sealed Tenders are invited in Single Bids for **DRAFT SURVEY** of Vessels carrying Coking Coals, PCI Coal, Steam / Boiler Coal, Limestone, Dolomite, Metallurgical Coke, Iron Ore Pellets etc. or any other Bulk Cargo for RINL at Gangavaram Port Limited (GPL) / Visakhapatnam Port Trust (VPT) through Master Mariners / Licensed Marine Surveyors for a period of Two years.

Tenderers who are interested to participate in the Tender can download the Tender document from RINL's website: www.vizagsteel.com. In case of any difficulty in downloading the Tender document, the documents shall be sent by Regd. Post free of cost on written request from the Tenderers. Tenderers should refer to RINL's website regularly for any Corrigendum / Addendum.

LAST DATE & TIME FOR SUBMISSION OF TENDER :

UPTO 10:30 Hours (IST) ON 19.10.2015

- EXECUTIVE DIRECTOR (MM)

**TENDER FOR ‘ APPOINTMENT OF AGENCY / CONTRACTOR
FOR CONDUCTING DRAFT SURVEY OF THE VESSELS
CARRYING BULK CARGO FOR RINL AT GPL / VPT’**

BROAD DESCRIPTION OF TENDER DOCUMENTS

S. No.	Description	Page Nos.
1	Invitation to Tender	3 - 4
2	Instructions to Tenderers	5 - 8
3	Schedule of Rates (ANNEXURE to Instructions to Tenderers)	9

TRANSPORT & SHIPPING SECTION,
MATERIALS MANAGEMENT DEPARTMENT,
3rd Floor, A Block, Main Administrative Building,
VISAKHAPATNAM STEEL PLANT,
VISAKHAPATNAM - 530 031.

(Telephone No.: 0891-2519520; Fax Nos.: +91 891 2519520 / 2518753 / 2518756
E-mail: viju@vizagsteel.com / tns_mm@vizagsteel.com)

RASHTRIYA ISPAT NIGAM LTD.
(A Govt. Of India Undertaking)

TRANSPORT & SHIPPING SECTION,
MATERIALS MANAGEMENT DEPARTMENT,
Main Administrative Building, 3rd Floor, Block - A,
VISAKHAPATNAM STEEL PLANT, VISAKHAPATNAM - 530 031.

(Telephone No. +91 891 2519520; FAX Nos. +91 891 2519520 / 2518753 / 2518756;
E-mail: tns_mm@vizagsteel.com; vijju@vizagsteel.com)

INVITATION TO TENDER

(Tender No. T&S/15/04/5843 Dated 29.09.2015)

LAST DATE & TIME FOR SUBMISSION OF TENDERS :

UPTO 10:30 HRS (IST) ON 19.10.2015

Dear Sir(s),

Sub: Invitation To Tender (ITT) for appointment of Agency / Contractor for conducting Draft Survey for Vessels carrying Coking Coal, PCI Coal, Steam / Boiler Coal, Limestone, Dolomite, Metallurgical Coke, Iron Ore Pellets etc. or any other bulk cargo for RINL at Gangavaram Port Limited (GPL) / Visakhapatnam Port Trust (VPT) through Master Mariners / Licensed Marine Surveyors, for a period of Two years.

1.0 Sealed bids are invited from reputed Firms / Persons / Companies for conducting Draft Survey of Vessels carrying Coking Coal, PCI Coal, Steam / Boiler Coal, Limestone, Dolomite, Metallurgical Coke, Iron Ore Pellets etc. or any other bulk cargo for RINL at Gangavaram Port Limited (GPL) / Visakhapatnam Port Trust (VPT) through Master Mariners / Licensed Marine Surveyors, for a period of Two years.

2.0 ELIGIBILITY OF A TENDERER :

2.1 Qualifications: The Tenderer should have qualified Master Mariner(s) / Licensed Marine Surveyor(s) in his Company's rolls as on the Date of opening of the Tender and also during the Contract Period to undertake responsibility of the job. The Tenderer shall submit an Undertaking along with their Offer.

2.1.1 The Tenderer shall submit a valid Certificate of competency as a Master Mariner / Marine Surveyor's License issued by Statutory Authority in India like IRDA in the name of the Employee(s) of his Company along with the Tender **(VITAL), failing which, the Tender shall not be considered.**

2.2 **Experience:** The Tenderer should have an experience of conducting Draft Surveys carrying Bulk Cargo like Coking Coal, PCI Coal, Steam / Boiler Coal, Limestone, Dolomite, etc. during the preceding Two Financial years. The Tenderer shall submit proof of experience along with their Offer.

3.0 VALIDITY OF THE OFFER :

The Tenderer shall keep his offer firm and valid for acceptance by RINL / VSP for a period of **60 (Sixty) Calendar days** from the date of opening of Tender.

4.0 The Offers should be submitted in Sealed envelope clearly super-scribing “ *Tender for appointment of Agency / Contractor for conducting Draft Survey for Vessels carrying Bulk Cargo for RINL at GPL / VPT* ” against Tender No. T&S/15/04/5843 Dated 29.09.2015 with Tender Opening Date due on **19.10.2015**, at the office of Executive Director (MM), Block - A, Materials Management Department, Main Administrative Building, Visakhapatnam Steel Plant, Visakhapatnam - 530 031 (A.P.), INDIA.

4.1 The Offers received **upto 10.30 Hours (IST) on 19.10.2015**, shall be opened immediately thereafter in the presence of the Tenderers (or) their Authorised representatives, who may choose to be present.

4.2 RINL / VSP does not consider late / delayed / fax offers under any circumstances.

Thanking you,

Yours faithfully,
FOR RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT

(D.V.RAVI KUMAR)
Dy. Manager (MM) -T&S.

INSTRUCTIONS TO TENDERERS

(Tender No. T&S/15/04/5843 Dated 29.09.2015)

1.0 NATURE AND SCOPE OF WORK :

- 1.1. RINL / VSP is importing Coking Coal, PCI Coal, Steam / Boiler Coal, Limestone, Dolomite, Metallurgical Coke, Iron Ore Pellets etc. through Gangavaram Port Limited (GPL) / Visakhapatnam Port Trust (VPT). In order to arrive at the quantity of Cargo discharged GPL / VPT, it is required to conduct Draft Survey in accordance with International Maritime Regulations / Conventions / Practices.
- 1.2. RINL / VSP shall give notice to the Agency / Contractor about one week prior to arrival of the vessel. However, the Agency / Contractor shall be in contact with In-charge (T&S - Port Operations) (or) his representative at RINL / VSP - Dock Office at GPL / VPT, for attending the Draft Survey.
- 1.3. On berthing of the Vessel, the qualified Master Mariner / Licensed Marine Surveyor of the Agency / Contractor shall conduct the Initial Draft Survey, Interim Draft Survey and Final Draft Survey of the Vessel at GPL / VPT and issue a Certificate to In-charge (T&S - Port Operations) (or) his representative at RINL / VSP - Dock Office at GPL / VPT, declaring the quantity of Cargo discharged from the Vessel at GPL / VPT within 24 Hours from the completion of discharge of the Vessel. Draft Survey shall also be conducted during vessel working as and when instructed.
 - 1.3.1 The Agency / Contractor has to conduct the Survey of Grabs and Cranes of Vessels, if required (optional).
 - 1.3.2 The qualified Master Mariner / Licensed Marine Surveyor of the Agency / Contractor has to observe all the Statutory requirements of GPL / VPT, Central and State Governments, etc. in course of Draft Survey.
 - 1.3.3 In-charge (T&S - Port Operations) (or) his representative at RINL / VSP - Dock Office at GPL / VPT reserves the right to ask the Master Mariner / Marine Surveyor of the Agency / Contractor to produce the Certificate of Competency as a Master Mariner / valid Marine Surveyor License as the case may be, before the Draft Survey is conducted.
- 1.4. In case of any dispute in the quantity discharged, the Master Mariner / Marine Surveyor on behalf of the Agency / Contractor should co-ordinate with the Master of the Vessel and Company to arrive at the final quantity without any scope of dispute at a later date.
- 1.5. The Agency / Contractor has to arrange all the material including Labour and Equipment etc., for undertaking the job. The necessary permission for taking his Equipment inside the Port area has to be arranged by the Agency / Contractor. In-charge (T&S - Port Operations) (or) his representative at RINL / VSP - Dock Office at GPL / VPT will issue necessary recommendation letter to the Port for the same, if required.

2.0 TENURE & VOLUME OF WORK :

- 2.1. The Contract would be for a period of **Two years** starting from the Date of Commencement mentioned in the Letter of Acceptance (LOA).
- 2.2. The approximate number of vessels to be handled during the tenure of two years of the Contract would be **around 146 (One Hundred and Forty Six)**. The quantity is only indicative and may vary from time to time depending upon the requirement of RINL / VSP.
- 2.3. The Contract can be terminated by RINL / VSP by giving 30 Calendar Days advance notice to the Agency / Contractor at any time during its currency without assigning any reason whatsoever and without there being any liability on RINL / VSP, whatsoever on such termination.

3.0 EARNEST MONEY DEPOSIT (EMD) :

- 3.1 A sum of Rs. **5,000/- (Rupees Five Thousand only)** by way of Demand Draft, drawn in favour of "Rashtriya Ispat Nigam Limited", payable at Visakhapatnam should accompany with the Tender towards EMD. **Tenders received without EMD will be summarily rejected.**
- 3.2 EMD will be refunded to the unsuccessful Tenderers within 1 (one) month from the date of finalisation of the contract, without any interest.

4.0 SECURITY DEPOSIT :

- 4.1 The Agency / Contractor shall establish a Security Deposit **for 5 % of the value of the Contract** within 15 days of the issue of the Acceptance to Tender, by way of Pay Order (or) Demand Draft payable at Visakhapatnam for fulfillment of Contractual obligations
- 4.2 Upon any default by the Agency / Contractor in the observance or performance of work under the Contract, RINL / VSP may without notice and without prejudice to any other right, recover the amount(s) and appropriate from the Security Deposit towards the settlement of the consequential loss or damage.
- 4.3 Security Deposit shall be returned to the Agency / Contractor after the expiry of the Contract period and after his due discharge of all the duties and responsibilities under this contract.

5.0 EVALUATION OF THE OFFERS :

The following would be the methodology to be adopted for ranking the Offers:

- 5.1. Tenderer shall quote the Rates per Vessel separately for
 - (1) Initial Draft Survey
 - (2) Interim Draft Survey
 - (3) Final Draft Survey and
 - (4) Survey of Grabs & Cranes of Vessel (Optional)

for both **GPL** as well as **VPT** in the format given as **ANNEXURE** to the Instructions to the Tenderers.

- 5.2 For the purpose of Evaluation, the sum of the Rates of the Initial, Interim and Final Draft Surveys of the Vessel at GPL would be considered as ONE UNIT. The rate for Survey of Grabs & Cranes of the Vessels shall not be considered for the purpose of evaluation.**

Evaluation of offers shall be on 'Total Rate per Unit at GPL' basis.

The 'L1' Tenderer will be the one whose 'Total Rate per Unit at GPL' is the lowest.

Ranking shall be made accordingly.

- 5.3 The Rates quoted by the Tenderer shall be fixed and firm during the period of the Contract** and no escalation in the Rates is allowed during the period of the Contract

6.0 PAYMENT TERMS :

- 6.1 Payments shall be released to the Agency / Contractor within 30 (Thirty) Calendar Days from the Date of receipt of Bills complete in all respects. The survey charges shall be paid only after submission of the Final Survey Report.
- 6.2 The Agency / Contractor shall submit the Bills (indicating their Service Tax registration No.) in Triplicate giving the details of the Draft Survey conducted & the Name of the Vessel along with 2 (Two) copies of the Survey Reports to the In-charge (T&S - Port Operations) (or) his representative at RINL / VSP Dock Office at GPL / VPT, for arranging the Payment.
- 6.3 The Agency / Contractor shall submit a copy of their Service Tax Registration Certificate along with their offer.

7.0 AWARD OF CONTRACT :

- 7.1 RINL / VSP reserves the right to appoint more than one Agency / Contractor, for the subject work during the currency of the Contract and such an act shall not confer any right on the Agency / Contractor for any compensation or alteration of the terms of this Contract.
- 7.2 No guarantee is given as to any definite volume of work which will be entrusted to the Agency / Contractor at any time or throughout the period of the Contract at GPL / VPT.

8.0 DISPUTES AND ARBITRATION :

- 8.1 All matters relating to any dispute, which may arise during execution of this Contract shall be referred to Arbitration. The Chief Executive of RINL / VSP or his Authorised Nominee will act as the Sole Arbitrator and the decision of the Arbitrator shall be final and binding.
- 8.2 In case the matter is referred to Arbitration, the Arbitration proceedings will be held at Visakhapatnam and shall be conducted in English language. All disputes arising under the contract shall be subject to the exclusive jurisdiction of the Courts at Visakhapatnam only.

9.0 SUBLETTING OF CONTRACT :

The Agency / Contractor shall not assign this contract or part of it, to any person / Agency or give sub-contract or sublet without the written consent from RINL / VSP.

10.0 LABOUR LEGISLATION AND INDEMNITY :

- 10.1 The Agency / Contractor shall be solely liable for any injury and / or damage that may be caused to his men or any person due to accident or otherwise. He shall also be liable for damages caused to any Port property by his men or materials while executing this contract. He shall indemnify and keep RINL / VSP indemnified and save RINL / VSP from the losses that RINL / VSP may be put to on account of any fault on the part of the Agency / Contractor.
- 10.2 The Agency / Contractor shall comply with all Statutory Rules and Provisions as applicable to them for carrying out this job.

11.0 ACCEPTANCE OF TENDER TERMS :

The Tenderer should sign all the pages of the Tender as a token of acceptance of the Terms and Conditions of the Tender and submit along with their offer.

12.0 COMPLETENESS OF THE TENDER :

- 12.1 Each Tenderer should ensure that aforesaid conditions for submission of offer are duly complied with. Failure to furnish correct and detailed information as called for will render the concerned tender liable for rejection.
- 12.2 RINL / VSP reserves the right to accept or reject any or all offers without assigning any reason whatsoever.

Signature of Tenderer with Seal and Date

ANNEXURE TO INSTRUCTIONS TO THE TENDERERS

(Tender No. T&S/15/04/5843 Dated 19.09.2015)

SCHEDULE OF RATES

S. No.	Description of Operation	Rates in Rs. for Draft Survey of the Vessel (excl. of Service Tax) (in Figures and Words)	
		G P L	V P T
(1)	Initial Draft Survey		
(2)	Interim Draft Survey		
(3)	Final Draft Survey		
(4)	Survey of Grabs and Cranes of Vessel <u>(Optional)</u>		

Applicable Service Tax @ -----%

Note: (1) Tenderers shall quote the rates as per the above format

(2) Any variation in the percentage (%) of Service Tax applicable on account of amendment to the Act made after the LOA shall be to the account of RINL / VSP.

(3) Tenderers are requested to indicate the Rates both in Figures and Words. In case there is variation in the Rates quoted in Figures and in Words, **the Rates quoted in Words will be considered as final.**

Signature of Tenderer with Seal and Date
