

Draft Tender Document attached with Expression of Interest Notice
NO.VSP/MKTG/CM/EOI/01 OF 2008-09 DT.29.10.08
(Revalidated on 14.10.09)

RASHTRIYA ISPAT NIGAM LIMITED
VISAKHAPATNAM STEEL PLANT
(A Govt of India Enterprise)
Marketing Department, C Block, 1st Floor
Main Administration Building Visakhapatnam 530031
Phone: 0891 2518633/2518376 Fax: 0891 2518316/2518025
Visit us at www.vizagsteel.com

Sub: Invitation for "Expression of Interest and suggestions on Draft Tender Terms and Conditions of VSP for Coastal Movement of VSP's Steel Products from Plant to Kolkata, Chennai, Kochi & Mumbai Stockyards on End to End Logistics Basis"

Ref: Expression of Interest Notice NO.VSP/MKTG/CM/EOI/01 OF 2008-09 DT.29.10.08 06/08 Containing a Draft Tender Document

Expression of Interest is invited from Interested and established agencies having prior experience in Shipping and / or Stevedoring activities, for the proposed work of " Inter Modal Transportation of VSP's Steel Products by Coastal Movement from VSP's Plant at Visakhapatnam to VSP's Kolkata, Chennai, Kochi & Mumbai Stockyards on End to End Logistics Basis". Interested Agencies may please convey their willingness to undertake the proposed work which would be decided on Open tender basis, by submitting details of their experience in related fields, capabilities and resources, proposed mode of operation and also provide suggestions, if any, on VSP's Draft tender Documents attached herewith.

At: Office of DGM Mktg-Contracts, Visakhapatnam, at the above address

Name of Contact person : **Shri Sanjay Dargan DGM MKtg-Contracts**

Phone Number : **0891 2518392**

(Deputy General Manager Mktg-Contracts)

Draft Tender Document attached with Expression of Interest Notice
NO.VSP/MKTG/CM/EOI/01 OF 2008-09 DT.29.10.08
(Revalidated on 14.10.09)

Index of Tender Documents

Sub: Invitation for "Expression of Interest and suggestions on Draft Tender Terms and Conditions of VSP for Coastal Movement of VSP's Steel Products from Plant to Kolkata, Chennai, Kochi & Mumbai Stockyards on End to End Logistics Basis"

Ref: Expression of Interest Notice NO.VSP/MKTG/CM/EOI/01 OF 2008-09 DT.29.10.08 06/08 Containing a Draft Tender Document

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Draft Tender Document attached with Expression of Interest Notice
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Cost of Tender Document Form

Sub: Invitation for "Expression of Interest and suggestions on Draft Tender Terms and Conditions of VSP for Coastal Movement of VSP's Steel Products from Plant to Kolkata, Chennai, Kochi & Mumbai Stockyards on End to End Logistics Basis"

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This document is issued to:

Shri/Messers: _____

after receiving Rs.3,000/- towards cost of tender document by

DD.No. _____ Dated _____

On _____

(Signature of the Tender Issuing Authority)

=====

This document is downloaded from www.vizagsteel.com by

Shri/Messers: _____

and the cost of tender document is remitted with the tender by

DD.No. _____ Dated _____

On _____

(Signature of the Tenderer)

(Strike-out whichever is not applicable)

Draft Tender Document attached with Expression of Interest Notice
NO.VSP/MKTG/CM/EOI/01 OF 2008-09 DT.29.10.08
(Revalidated on 14.10.09)

Earnest money Deposit Form

Sub: Invitation for "Expression of Interest and suggestions on Draft Tender Terms and Conditions of VSP for Coastal Movement of VSP's Steel Products from Plant to Kolkata, Chennai, Kochi & Mumbai Stockyards on End to End Logistics Basis"

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(To be filled by the tenderer)

The Earnest Money Deposit is remitted with the tender by

DD.No. _____ Dated _____

On _____

For the destinations as given below:

Destination	Prescribed EMD (Rs in Lakhs)	(To be filled up by the Tenderer) Apply Tick Mark	EMD Value
1. Kolkata	2.25		
2. Chennai	3.50		
3. Kochi	3.25		
4. Mumbai	2.75		

Total Value of EMD Submitted

(Signature of the Tenderer)

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NOTICE INVITING TENDER

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Ref: Expression of Interest Notice NO.VSP/MKTG/CM/EOI/01 OF 2008-09 DT.29.10.08 06/08 Containing a Draft Tender Document

Sealed tenders in the prescribed form are invited from experienced / established agencies for **APPOINTMENT OF INTER MODAL TRANSPORTATION AGENCY FOR COASTAL MOVEMENT OF VSP PRODUCTS FROM PLANT TO KOLKATA, CHENNAI, KOCHI & MUMBAI STOCKYARDS, ON END TO END LOGISTICS BASIS.** The details are given below:

1. Availability of tender document: The tender document shall be available for sale in the Office of Deputy General Manager (Marketing) – Contracts, at the above address on all working days except on the last date for submission of tender.

The tender document shall also be available on VSP's website www.vizagsteel.com for downloading on all days except on the last date for submission of tender. The tender documents downloaded from website shall be equally legally valid for participation in the tender process as tender documents purchased from the Employer through manual process. For tender document downloaded from website, the Demand Draft towards the cost of tender document should be submitted along with the tender.

2. Cost of Tender Document: The cost of Tender Document Rs.3000/-(Rupees three thousand only), should be paid by Account Payee Demand Draft drawn in favour of RASHTRIYA ISPAT NIGAM LIMITED, Visakhapatnam Steel Plant on any scheduled Bank payable at Visakhapatnam. No other mode of payment shall be accepted.

3. Last date and time for submission of tenders and time of opening: Upto **11.00 A.M. on 10/07/08** in the Office of Deputy General Manager (Marketing)-CRM &C at the above address and opening of **Part-A** and **Part -B** immediately thereafter. The **Part-C** will be opened at Visakhapatnam at a later date with intimation to the eligible tenderers.

4. Contract period: One year from the date of award of contract with a provision for extension of contract period by another 6 months–at the same rate and terms and conditions of contract, subject to the requirement of such transport of material continuing to exist and performance of the Contractor being satisfactory. Decision of RINL,VSP, on the matter of extension will be final and not open for any contest by the contractor.

5. Special conditions: The tenderers should have prior experience in the activities of Stevedoring and / or Shipping. The Tender Documents

should be accompanied by self attested (signed with date and seal) of copies of :

(i) Proof of Past Experience in the work of Shipping and / or Stevedoring, by way of submission of **EITHER** " An audited Accounts showing a Turn Over of Minimum 1.5 Crore mentioned as Freight Earning from Shipping activities and / or Earning from Stevedoring Activities in any one of the last five financial years (2002-03 to 2006-07) or in the Current Financial year (2007-08)" **OR** " A Turn Over Certificate in original, from a practicing Chartered Accountant, certifying Minimum Turn Over of Rs 1.5 Crore mentioned as Freight Earning from Shipping activities and / or Earning from Stevedoring Activities in any one of the Last 5 Financial years or in the Current financial year & An Experience Certificate from Employers / Copies of Work Orders, Agreements etc. showing proof of Experience in the activities of Shipping and / or Stevedoring in any one of the last five financial years (2002-03 to 2006-07) or in the Current Financial year (2007-08)".

ii) Copy of audited accounts for the preceding five financial years.

iii) A notarised affidavit (Original) that they are not under liquidation or court receiver ship or similar proceedings or debarred from participation in tenders by Government Departments and Public Sector Undertakings and that their financial net worth is not negative during the preceding three financial years

6. The successful tenderer should produce the originals of the documents / certificates for verification. Failure to produce the same would result in disqualification and forfeiture of EMD.

7. Purchase preference will be given to PSU wherever applicable as per DPE Guidelines / or any other Government guidelines in force.

8. Rashtriya Ispat Nigam Limited will not be responsible for any delay, loss or non-receipt of tender documents or tenders by post.

9. Rashtriya Ispat Nigam Limited reserves the right to issue / refuse to issue tender document and to accept or reject any or all tenders either in part or in full without assigning any reasons thereof and without any liability to Rashtriya Ispat Nigam Limited.

DEPUTY GENERAL MANAGER (MARKETING)- CONTRACTS

Draft Tender Document attached with Expression of Interest Notice
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INSTRUCTIONS TO TENDERERS

Sub: Invitation for "Expression of Interest and suggestions on Draft Tender Terms and Conditions of VSP for Coastal Movement of VSP's Steel Products from Plant to Kolkata, Chennai, Kochi & Mumbai Stockyards on End to End Logistics Basis"

Ref: Expression of Interest Notice NO.VSP/MKTG/CM/EOI/01 OF 2008-09 DT.29.10.08 06/08 Containing a Draft Tender Document

1. The tenderer should fill in the "Tender Form" and "Declaration of Particulars" forming part of the tender documents.

2. The tenderer should duly sign on every page of the tender documents including the Terms and Conditions of Contract in token of acceptance thereof, along with the rubber seal of the Company/Firm, indicating the name and the status of the signatory. The rates quoted by the tenderer in the Schedule of Rates shall be both in figures and words and shall be free from corrections or erasures. In case of any discrepancy between rate quoted in figures and words, the rate quoted in words shall prevail.

3. The tenderer may, by prior appointment, discuss with the officers of Marketing Department of VSP with a view to study for himself how the proposed work under this Tender is envisaged to be carried out and familiarize himself with the nature and magnitude of the services required of him including requirement of operational facilities. By submitting a quotation, it shall be deemed that the tenderer is fully familiar with all the work connected with proposed work under this Tender and could perform the services covered under this contract in a careful, thorough workmanship like manner in conformity with accepted standard practices. After the tender is submitted, no claim shall be entertained for enhancement of the rates on account of work involved or any ground whatsoever, except to the extent specifically stipulated in this regard in the contract.

4. **An** indicative pattern of quantity estimated to be transported to each destination is given in the SCHEDULE OF RATE. The estimated quantities given are purely indicative and projected only to enable the tenderer in arriving at the value of the tender and the approximate facilities required to be provided by him. However, RINL,VSP shall restrict the variation in quantity within a limit of +/- 25%. The Contractor shall not be entitled for any revision of rates indicated in the Schedule of Rates, within a variation of +/- 25% of quantity. The Contractor shall have no claim against RINL / VSP, in case any of his equipment / equipments / facilities or labour remain idle or for any

other expenses incurred by him due to the flow of work not being continuous or for stoppage of work.

5. The Tenderer should have / should arrange to have within 20 days from the date of placement of Order, his own Branch Office at Visakhapatnam as well as his own Branch Offices or Authorised Agents in the city of the quoted Destination stockyard as well as its Destination Port for Unloading, as mentioned at the Address of VSP Stockyards in the Terms and Conditions of Tender. A List of the existing Branch office / Authorised Agents at the time of submission of tender and the Tenderer's plan for arranging the other Branch offices / Authorised Agents shall be submitted as required as per the "Declaration of Particulars".

6. The tender shall be accompanied by Earnest Money Deposit of value as per the sum total of the prescribed EMD values (as given in Earnest Money Deposit Form at Page 3 of this Tender document) for the different destinations for which the tenderer is participating in the tender, in the form of account payee Demand Draft / Pay Order drawn in favour of Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant on any Scheduled Bank (excluding Co-operative Banks) payable at Visakhapatnam. Tenders without Earnest Money Deposit shall be summarily rejected and the Part B and Part C of such Tenders shall not be opened. Previous deposits with VSP, if any, by way of Earnest Money, Security Deposit or any other kind of deposit or financial securities shall not be adjusted for this purpose and offers with such requests shall be treated as without EMD. In case of the successful tenderer the Earnest Money shall be retained by VSP till Security Deposit as stipulated in the Contract for due fulfilment of the contract is submitted by him and confirmed by concerned Bank. In case the tenderer fails to submit the Security Deposit in the prescribed time after VSP communicates acceptance of the tender or withdraws / varies the offer before the validity date, the Earnest Money shall be forfeited. In the case of the unsuccessful tenderer the Earnest Money Deposit shall be refunded as early as possible. No interest shall be paid on Earnest Money Deposit. Government Undertakings / Enterprises are exempted from submission of Earnest Money Deposit.

7. The tenderers should have prior experience in the activities of **Stevedoring and / or Shipping. The Tender Documents should be accompanied by self attested (signed with date and seal) copies of :**

Proof of Past Experience in the work of Shipping and / or Stevedoring, by way of submission of **EITHER** " An audited Accounts showing a Turn Over of Minimum 1.5 Crore mentioned as Freight Earning from Shipping activities and / or Earning from Stevedoring Activities in any one of the five financial years (2002-03 to 2006-07) or in the Financial year (2007-08)" **OR** " A Turn Over Certificate in original, from a practicing Chartered Accountant, certifying Minimum Turn Over of Rs 1.5 Crore mentioned as Freight Earning from Shipping activities and / or Earning from Stevedoring Activities in any one of the Last 5 Financial years or in the Current financial year **&** An Experience Certificate from Employers / Copies of Work Orders, Agreements etc. showing proof of Experience in the activities of Shipping and / or Stevedoring in any one of the last five financial years (2002-03 to 2006-07) or in the Current Financial year (2007-08)".

8. Only the tenderers having the necessary experience / qualification etc., should participate in the tender.

9. The tenderer shall, along with the tender, furnish self attested (signed with date and seal) copies of all the relevant documents called for. Wherever, a copy is submitted, the same shall be duly authenticated either by a Notary or by a Gazetted Government Officer. The offer submitted by a Tenderer shall inter-alia include the following:

i) Tender Document issued by VSP/Down loaded from VSP's Website, duly signed and affixed with rubber stamp on all pages by the tenderer, including the Terms and Conditions of Contract in token of acceptance thereof , as mentioned in para 2 above.

ii) Earnest Money Deposit as mentioned at para 6 above.

iii) **EITHER** Audited Accounts showing a Turn Over of Minimum Rs 1.5 Crore as Freight Earnings in Shipping and /or Turn Over in Stevedoring Activities in any one of the last five financial years (2002-03 to 2006-07) or in the Current Financial year (2007-08) **OR** A Turn Over Certificate in original, from a practicing Chartered Accountant, certifying Minimum Turn Over of Rs 1.5 Crore mentioned as Freight Earning from Shipping activities and / or Earning from Stevedoring Activities in any one of the Last 5 Financial years or in the Current financial year & An Experience Certificate from Employers / Copies of Work Orders, Agreements etc. showing proof of Experience in the activities of Shipping and / or Stevedoring in any one of the last five financial years (2002-03 to 2006-07) or in the Current Financial year (2007-08).

iv) List of existing Branch Offices or authorized agents as mentioned at Para-5 above.

v) Copy of partnership deed and proof of registration of the Firm in case of Partnership Firms and certified copy of Memorandum and Articles of Association in case of Companies.

vi) Copy of audited accounts for the last five financial years.

vii) A notarised affidavit (Original) that they are not under liquidation or court receivership or similar proceedings or debarred from participation in tenders by Government Departments and Public Sector Undertakings and that their financial net worth is not negative during the preceding three financial years.

viii) In case of Work experience produced by the Tenderer in the field of Stevedoring, a Copy of Stevedoring License issued by Port Authorities in favour of the Tenderer.

ix) The Tenderer shall submit details of their proposed mode of storage of RINL, VSP's material, in a storage yard, nearby to Visakhapatnam Port Trust, for the duration of the period when the vessel is awaited.

10. Tenders incompletely / incorrectly filled in and not accompanied by all the documents called for shall be liable for rejection. The tenderer should be in a position to produce originals of all the above documents

whenever called for. Failure to produce the originals in support of the attested copies of the above documents submitted earlier would result in disqualification and forfeiture of EMD.

11. If it comes to the notice of VSP at any stage right from **issue of** tender document that any of the certificates/documents submitted by Tenderer are found to be false/fake/doctored, the party will be debarred from participation in all VSP tenders for a period of 5 years including termination of contract, if awarded. EMD/Security Deposit etc, if any, will be forfeited. The contracting agency in such cases shall make good to VSP any loss or damage resulting from such termination. Contracts in operation anywhere in VSP will also be terminated with attendant fallouts like forfeiture of EMD/Security Deposit, if any, and recovery of risk and cost charges etc. Decision of VSP Management will be final and binding.

12.(a) The tender shall be submitted in three parts, each part super-scribed as **Part A / Part B/ Part C** & the Tender No & date and the Name & address of the Tenderer and all these three parts shall be put in an outer cover, sealed and super-scribed with details of Tender No & date and name and address of the tenderer. Details are as follows:

Part -A : in a sealed envelope which shall contain (i) the EMD along with a covering letter and Earnest Money Deposit Form (Page 3 of the Tender Document) (ii) the Cost of Tender document along with Cost of Tender Document Form (Page 2 of the Tender Document), in case it is downloaded from RINL website www.vizagsteel.com.

Part B: in a sealed envelope shall contain four sets (original + 3 copies) of the following:

i) Covering letter.

ii) *Tender Form; duly signed by the Tenderer.*

iii) Declaration of Particulars.

iv) Tender Documents of VSP/down loaded from Web Site duly signed on all pages including the Terms and Conditions of Contract in token of acceptance.

v) All other documents and information except prices.

Part-C: in a separate sealed envelope shall contain Schedule of Rates duly filled in. No conditions shall be enclosed in the price bid.

12. (b) The tenderer should not alter the Terms and Conditions of Contract and other documents given in the Tender Document issued by RINL/VSP or down loaded from Web Site. If he wishes to stipulate any deviations to the Terms and Conditions of Contract etc., the same should be given in the covering letter forming part of Part-B of the tender. RINL/VSP reserves the right to accept / reject the deviations. Further, if the tenderer fails to withdraw the deviations, on being requested to do so, RINL/VSP shall have the right to reject the tender.

13. Tenders should be kept valid for a period of **90 (Ninety)** days from the last date for submission of Price Bid / Revised Price Bid.

14. RINL/VSP reserves the right to accept / reject any or all tenders either in part or in full or split up and award the work to more than one agency without assigning any reasons thereof and without any liability to Rashtriya Ispat Nigam Limited.

15. RINL/VSP reserves the right to negotiate with the Central Government Departments / Central Public Sector Undertakings / Enterprises with a view to match their price with the lowest tender and award the work, as per the guidelines issued from time to time by Government of India.

16. Following Items shall be treated as **Fatal** for this Tender, and in case of failure to attach the same along with the Tender, the tender shall be summarily rejected.

i) EMD

ii) **EITHER** Audited Accounts showing Experience of Work as well as Turn Over of Minimum Rs 1.5 Crore as Freight Earnings in Shipping and /or Turn Over in Stevedoring Activities in any one of the last five financial years (2002-03 to 2006-07) or in the Current Financial year (2007-08) **OR** A Turn Over Certificate in original, from a practicing Chartered Accountant, certifying Minimum Turn Over of Rs 1.5 Crore mentioned as Freight Earning from Shipping activities and / or Earning from Stevedoring Activities in any one of the Last 5 Financial years or in the Current financial year & An Experience Certificate from Employers / Copies of Work Orders, Agreements etc. showing proof of Experience in the activities of Shipping and / or Stevedoring in any one of the last five financial years (2002-03 to 2006-07) or in the Current Financial year (2007-08).

17. No escalation of rates shall be allowed during the period of the contract. All statutory levies (except Service Tax, which shall be reimbursed by the Employer) and expenses shall be borne by the Contractor and no escalation on rates shall be allowed on account of increase in statutory levies or expenses.

18. The Contractor shall bear all taxes, duties, charges or levies except Service Tax and Education Cess applicable thereon, which may be assessed, imposed or levied on Contractor in connection with the Contract. The Employer shall no way be responsible for paying such Taxes and Duties. All statutory levies except service tax shall be borne by the Contractor, and no escalation on the quoted rates shall be allowed on account of any increase in statutory levies.

19. The scope of work of the Tender shall include shipping in Break Bulk Cargo as well as by Containers, and the Tenderer will be free to quote for whichever mode is suitable to him, by indicating the same.

20. The Contractor shall carry out, perform and observe the provisions of all Labour Laws / applicable Acts / Statutes, whichever are applicable, like Payment of Wages Act 1996, Workmen's Compensation Act or ESI Act, Contract Labour (Regulation and Abolition) Act,1970, Employees' Provident Fund Act (1952) etc, or any other enactment passed by Parliament or State Legislature and any rules made there under by the

appropriate Government in any way affecting the Labourers employed by the Contractor and shall indemnify and keep the Employers indemnified against any liability that may be imposed upon the Employer by Law or by Government for non observance by the Contractor of any of the provisions of the various Laws / Acts / Statutes aforesaid or for the Contractor's failure in ensuring compliance as aforesaid and reimburse and discharge all sums that may be claimed or awarded or decreed by appropriate authorities in any manner whether as penalty, fine, levy, demands or compounding fee, arising out of or consequent upon breach of the requirements and provisions of any Statutes, Laws, Rules & Regulations by the Contractor / his representative. In this regard the Contractor will be required to furnish an Indemnity Bond as per the format in Annexure D of Terms and Conditions of Tender, after issue of the Work Order by the Employer, but before commencement of actual operation of the contract.

Draft Tender Document attached with Expression of Interest Notice
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Tender Form

Sub: Invitation for "Expression of Interest and suggestions on Draft Tender Terms and Conditions of VSP for Coastal Movement of VSP's Steel Products from Plant to Kolkata, Chennai, Kochi & Mumbai Stockyards on End to End Logistics Basis"

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From

To

The General Manager (Marketing)
Marketing Department
Visakhapatnam Steel Plant
Visakhapatnam-530 031

Dear Sir,

Sub: Tender for Coastal Movement of VSP's Steel Products

In response to your tender notice no.....dtd.. inviting offers for **APPOINTMENT OF INTER MODAL TRASPORATION AGENCY FOR COASTAL MOVEMENT OF VSP PRODUCTS FROM PLANT TO KOLKATA, CHENNAI, KOCHI & MUMBAI STOCKYARDS, ON END TO END LOGISTICS BASIS** I/We

..... a Company / Partnership Firm / an Association / Sole Proprietor (in the case of a firm, an association or a syndicate, please set out here full names of all partners or members) carrying business at

..... hereby submit our offer in the prescribed proforma at the rates quoted in the schedules attached thereto.

I/we agree that this offer shall be valid for a period Ninety (90) days from the last date for submission of Tender/revised Price Bid, if any.

I/we hereby declare that we have read and understood and agreed to abide by and fulfil your Terms and Conditions of Contract for **INTER MODAL TRANSPORTATION AGENCY**, which shall be deemed to form an integral

part of this offer and I/we return herewith one copy thereof duly attested on each page as token of my/our acceptance thereof.

I/we hereby further agree to notify you at any time whether before or after acceptance of my/our tender of any change in the constitution of my/our firm, association/syndicate, either by death, exclusion or retirement of any partner or member or by the admission of a new partner or member (this clause shall apply where the tenderer is a firm/association or syndicate).

I/we have enclosed **in a separate sealed envelope superscribed as Part A of Tender**, an Account Payee Demand Draft on Bank for Rs...../- (Rupees ----- - only) in favour of RASHTRIYA ISPAT NIGAM Ltd., Visakhapatnam Steel Plant, payable at Visakhapatnam, **as Earnest Money Deposit for this tender.**

I/We hereby declare that this tender on acceptance communicated by you by registered letter shall constitute a valid and binding contract between us.

Date:

Yours faithfully,

(Signature and seal
of the Tenderer)

Encl: Terms and conditions of Contract
and Schedule of Rates duly signed
with seal on each page in two
separate sealed envelopes

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Declaration of Particulars

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1. Details of Tenderer:

A) In the case of Individuals

- i) Full Name, Address & Place of Business :
- ii) Previous Experience (Details to be furnished) :

B) In case of Partnership Firms:

- i) Full Name, Address & Share of each Partner :
- ii) Previous experience of Firm & Partners (Details to be furnished)
- iii) Attested copy of Partnership Deed : Yes / No enclosed
- iv) Particulars of Registration of the Firm under the Partnership Act

C) In case of companies:

- i) Date of Registration, including Date of Commencement Certificate in case of Public Companies (Certified copies of Memorandum and Articles of Association and certificate of incorporation/commencement of business to be submitted)
- ii) Nature of business and provision of Memorandum of Association thereto
- iii) Name, particulars & address of all the Directors :
- iv) Previous experience (Details to be furnished) :
- v) Authorised, Subscribed & Paid up capital :

- vi) If nature of business covered in the tender differs from the business for which the Company is registered, *a copy of the resolution for effecting such changes in the memorandum of Association along with proof of filing the same with the Registrar of Companies is to be submitted.*
2. Are you doing business in any other name? If so, details thereof and extent of interest of Directors / Partners / Sole Proprietor of the applicant, in those businesses to be furnished
3. Are you / your partners / directors having any relatives working in RINL, VSP. If so, furnish details
4. Name and address of Bankers :
5. Are you willing to submit Security Deposit, for due fulfilment of contract, as mentioned in the appendix for all the items awarded to you.
6. Details of Shipping/Stevedoring etc. contracts handled with details of earnings from the activities of Stevedoring and/or Shipping during the preceding five financial years (Certificate from practicing Chartered Accountant to be submitted)

Earnings in	2002 - 2003	:
	2003 - 2004	:
	2004 - 2005	:
	2005 - 2006	:
	2006 - 2007	:
	2007-2008(upto -----)	:

7. Turn-over during each of the last five financial years (Copies of audited accounts to be submitted)

Turnover in	2002 – 2003	:
	2003 – 2004	:
	2004 – 2005	:
	2005 – 2006	:
	2006 --2007	:
	2007-2008(upto -----)	:

8. Are you having experience of work in similar nature as of this tender (Copy of Employer's certificate/Work Orders etc regarding experience and a Practising Chartered Accountant's certificate regarding Turn Over are to be submitted) in any of the last 5 financial years resulting in turn over of not less than Rs 1.5 Crore (Rupees One Crore Fifty Lakhs only) in a financial year:
9. What is your Income Tax Permanent Account No. :
10. Are you having Branch Offices or authorised agents at Visakhapatnam as well as at the Destination Branches quoted in the Schedule of Rates

in this Tender (List of existing Branch Offices or authorised agents to be submitted)

11. Are you willing to open Branch Offices /appoint authorised agents within 20 days of placement of order, wherever Branch Offices / authorised agents are not existing, as above
12. Are you under liquidation or court receivership or similar proceedings or debarred from participation in tenders by Government Departments and Public Sector Undertakings
13. Has your financial net worth been negative during the preceding three financial years (a notarised affidavit is to be submitted against Points-12&13)
14. Do you own any trucks and trailers .If so, furnish details of Make, Capacity, Registration No.etc.
15. Do you propose to undertake the transportation by ship in Break Bulk Cargo or by Containers ? Indicate the mode which has been Considered in your quoted rates.

For _____

Signature _____

Full Name _____

Date:

Seal/Rubber Stamp

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Terms and Conditions of Contract

Sub: Invitation for "Expression of Interest and suggestions on Draft Tender Terms and Conditions of VSP for Coastal Movement of VSP's Steel Products from Plant to Kolkata, Chennai, Kochi & Mumbai Stockyards on End to End Logistics Basis"

Ref: Expression of Interest Notice NO.VSP/MKTG/CM/EOI/01 OF 2008-09 DT.29.10.08 06/08 Containing a Draft Tender Document

1.0 Inter Modal Transportation Contractor shall collect the material from Steel Plant and deliver the same at the designated stockyards of VSP, as per the list given below, on end to end logistics basis, which will inter alia include, Transportation of Steel products viz. , Wire Rod Coils, Billets, Blooms, Squares, Angles, Channels, Rebars, Rounds, Flats etc., in Coils and in length upto 12.25 m from Visakhapatnam Steel Plant, Visakhapatnam to Visakhapatnam Port Trust, Visakhapatnam; Unloading and Stacking at VPT; Providing Security to the Cargo; Loading into Trucks/Trailers/Dumpers and Transportation to the Wharf; Placement of suitable vessel; On Board Stevedoring; Providing Wooden Dunnage; Lashing, Shorting and Securing etc., Sailing the loaded Vessel to the discharge Port, Unloading from the vessel; Loading into Trucks/Trailers/Dumpers and Transportation to the Stacking area; Providing Security to the Cargo at discharge Port; Transportation to designated Stockyard by Road and delivery and all other activity incidental but not specifically detailed above. In case of Coastal Movement undertaken by Containers, the Contractors shall be responsible, in addition to above, stuffing of VSP Products in Containers of suitable length at its container terminal at Visakhapatnam and removing the material from the Containers at the Contractor's Container Terminal either at the location of Destination Port or at the location of the destination stockyard. All costs envisaged are to the Contractor's account. The contract is for all inclusive rates from the time the material is taken out from the Plant till it is handed over at respective Stockyards on warehouse basis.

1.1 The list of address of the designated stockyards are given below:

Address of VSP Stockyards

Sl.No	Location	Address of Stockyard	Phone No.	Destination Port for Unloading
1	Kolkata	VSP Stockyard,C/o M/s.Soorajmull Baijnath Pvt Ltd,Opp. Jalan Complex, NH	033 26699179	Kolkata Port Trust

		6, Jangalpur, P.O. Argori Dist. Howrah, West Bengal		
2	Chennai	VSP Stockyard(Adjacent to SAIL Stockyard), CMDA Iron & Steel Complex, Satamgadu, Manali, Chennai 600 068	Ph.No.044-25941022 & 25941426	Chennai Port Trust
3	Kochi	VSP Stockyard, C/o M/s.Southern Transport Co., Temple Road, Off: NAD Road, Vidakuzha, NAD Post, Kalamssary, PO Thaikkattukara, PIN- 683 106, Dist: Ernakulam, Kerala	0484 2352131	Kochi Port Trust
4	Mumbai	VSP Stockyard, Steel Market, Kalamboli Next to : Container Corporation of India, Dist: Raigad, Maharashtra	022 27420576	Jawaharlal Nehru Port Trust, Nav Sheva

2.0 DEFINITION:

- 2.1 Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, Visakhapatnam shall be herein referred to as the Employer.
- 2.2 The successful tenderer shall be hereinafter referred to as the Contractor.
- 2.3 Premises of Visakhapatnam Steel Plant, Visakhapatnam shall be herein referred to as VSP.
- 2.4 Area in and around Visakhapatnam Port Trust, Visakhapatnam including area for stacking, berthing etc., shall be herein referred to as VPT.
- 2.5 Destination will mean the designated stockyard of Visakhapatnam Steel Plant, to which the material is consigned from the plant at Visakhapatnam.
- 2.6 The Engineer I/c will mean the I/c of RINL, VSP's Marketing Dept. Logistics Section.

3.0 SCOPE OF WORK:

- 3.1 For storing the Employer's material during the time the vessel is awaited at Visakhapatnam, the Contractor shall ensure utmost care for safe keeping of the Employer's material, and take all measures to avoid any loss/theft/pilferage or any mix up or damages to the material, at this yard. The Contractor shall submit its proposed plan for the storage yard at Visakhapatnam Port area along with the tender and any change in the mode of such storage shall be implemented only subject to the intimation to the Employer and acceptance of the same by the Employer. The Contractor shall ensure that the Employer's material after unloading at the destination ports, are immediately transported to the destination stockyards of the Employer. For the temporary duration after unloading at the destination port, the Contractor shall ensure utmost care for safe keeping of the Employer's material, and take all measures to avoid any loss/theft/pilferage or any mix up or damages to the material, at the destination port.

- 3.2 The Contractor on receiving instructions from the Engineer I/c, shall transport the material from VSP to designated area arranged by him at VPT or in its vicinity. The Contractor shall get the tare weight of the transport vehicle (i.e. Truck/Trailer/Dumper) at Employer's weigh bridge, place the vehicle at loading point as directed by the Employer and take the weight of the loaded vehicle at the Employer's weigh bridge. Loading into transport vehicles shall be done by the Employer only at the originating station at Steel Plant Premises in Visakhapatnam.
- 3.3 The Contractor shall be responsible for unloading the vehicle at their storage area in Visakhapatnam. The Contractor has to provide necessary lighting in the storage area and security to the material during his custody in this yard. Stacking in this yard should be done with suitable segregation so that product wise / size wise / grade wise / destinations wise lots are identifiable separately.
- 3.4 For all Steel Products, adequate wooden dunnage shall be provided by the Contractor. The expenditure involved in maintaining the stacking area (including the plot rent) at both load and discharge ports shall be borne by the Contractor.
- 3.5 The Contractor shall be responsible for chartering the vessel. The Contractor shall be responsible to ensure that during the voyage, the material of the Employer is stored in such a manner that no damage or mix up takes place among various Products and Grades of the Employer's materials. Also, the Contractor shall ensure that separate identity of the Employer's cargo is maintained and no mix up takes place with other cargo in the same vessel. In case, any mix up / damage takes place, the Employer will ascertain the damage/Loss to the material and recover the amount towards such losses/damages from the Contractor, which will be accepted by the Contractor. While chartering the vessel, the Contractor shall take into account the limitations at both loading and discharge ports regarding the dimensions and draught restrictions. Also the Contractor shall hire the vehicles considering the weighing facilities available at ports and stockyard.
- 3.6 On arrival of the vessel and upon berthing, materials shall be transported to the Wharf and loaded into the Vessel, for this purpose, responsibility of making arrangements for deploying necessary equipment would rest with the Contractor. Loading of the material into vehicles at stacking area shall be arranged by the Contractor. The Contractor shall carry out necessary stowing, lashing and securing operations to the satisfaction of the Employer and the Master of the vessel.
 - 3.6.1 The Contractor shall handover a copy of BL and stowage plan as loaded as soon as the vessel leaves the load port. The stowage plan shall be such that the cargo is handed over size wise, specification wise and destination wise. The Employer shall colour code the specification of the material by paint. In case the Contractor requires, he may use additional paint mark to distinguish the destination but with prior consent of Employer.
- 3.7 Getting a suitable berth at load port shall be the responsibility of the Contractor. For this purpose, the Contractor shall co-ordinate with the concerned authorities at VPT.
- 3.8 If the Contractor so desires, material can be transported from Plant to Wharf directly.
- 3.9 After completion of lashing etc., at VPT, the vessel shall sail to discharge port. Getting a suitable berth at discharge port shall be the responsibility of the Contractor.

- 3.10 On berthing of the vessel at discharge port, material shall be unloaded through barges or directly. On completion of discharge, material shall be transported to the stacking area, unloaded and stacked. While stacking steel products, sufficient wooden dunnage shall be provided to avoid contact between the material and surface of the stacking area. The Contractor shall provide necessary lighting and security during its storage at discharge port. Material shall be transported from stacking area to VSP Stockyard and shall be delivered at Stock-yard. If the contractor so desires, material can be transported from Wharf to VSP Stock-Yard directly.
- 3.10.1 For the purpose of the Contract, the total parcel size for each ship consignment shall not be less than 2000 MT and shall not be more than 5000 MT.
- 3.11 Unloading from the vehicle at VSP Stockyard shall be arranged by the Employer.
- 3.12 Any damages to the vessel or to the transport vehicle shall be borne by the Contractor.
- 3.13 All Port expenses incidental to the voyage and berthing of the vessel at both load and discharge ports shall be borne by the Contractor.
- 3.14 The Contractor shall be responsible for the quantity of the material taken out from the plant till it is handed over at respective VSP Stock-yards. The Contractor shall be responsible for security of the material during its transit from plant site to Port area, during its storage in Port area, during transit from Port area to the Wharf, during voyage, during storage at discharge Port, during in transit from discharge port to Stock-yard. In short, the Contractor shall be responsible for safe custody of the material from the time material is taken out from VSP till it is handed over at respective Stock-yards. In case, for any reason, the Contractor fails to deliver the material at the destination stockyards of the Employer, within the time period of allowable transit period plus 15 days, the Employer will recover a penalty from the Contractor @ 125% of the value of the material at the prevailing prices (i.e, MOP of destination Branch prevailing as on the date, of allowable transit period plus 15 days). In case the Bill amount/ Security Deposit amount of the Contractor is not sufficient towards such recovery, the Contractor shall make payments to the Employer towards such shortfall in amount.
- 3.15 For each Stockyard, Product wise, size wise, grade wise *Inter Modal Stock Transfer Advice (IMSTA)* shall be issued to the Contractor. The Contractor shall be responsible to ensure that the material is lifted from VSP without any mix up, and delivered without any mix up to the destination stockyard. No mix up of material Stockyard wise, IMSTA wise, Product wise, size wise and grade wise shall be allowed. In case, of any such mix up, the Contractor shall be liable for recovery from his Bills, Security Deposit, towards all losses incurred by Employer on account of Mix up caused during the custody of material with the Contractor. The decision of the **Employer** towards such recoveries shall be final and accepted by the Contractor.
- 3.16 By submitting a quotation, the Contractor shall be deemed to have familiarized himself with and considered the scope of work, Working Conditions including Terms and Conditions under this contract. After the contract is concluded, no claim shall be entertained for enhancement of rates on account of work involved or on any ground whatsoever, except to the extent specifically stipulated in this regard.

- 3.17 The ownership of the material shall always remain with the **Employer** and the Contractor shall hold the same till delivery at the destination stockyard and the Contractor shall in no account pledge or hypothecate the material in his custody or deal with the same in any manner except to deliver the same to the designated stockyard of the **Employer**, as provided in the Contract.
- 3.18 The employer has envisaged to move about 1,00,000 MT of Steel material in total to the employer's stockyards at Kolkata, Chennai, Kochi & Mumbai in a year. The Employer shall restrict the variation in quantity within a limit of + - 25%. The Contractor shall not be entitled for any revision of rates indicated in the schedule of rates, within a variation of + - 25% of quantity. The Contractor shall have no claim against the Employer, in case, any of his equipments /facilities and labour remain idle and for any other expenses incurred by him due to the flow of work not being continuous or for stoppage of work.
- 3.19 The contract is operated by Marketing Dept (Logistics section), BC Gate, VSP, Visakhapatnam. The engineer incharge for the contract is I/c (Logistics section), Marketing Dept. The Contractor shall be responsible for collection of Inter Modal Stock Transfer Advices (IMSTAs) / Despatch Advices (DAs) / Loading Slip cum Gate Pass (LSGP) from the concerned office on daily basis. The details of IMSTAs issued shall be recorded in the register maintained in the Logistics section (Marketing dept), BC Gate. Failure to collect IMSTAs / DAs / LSGP shall not absolve the Contractor from consequential responsibility.

4.0 SECURITY DEPOSIT:

- 4.1 Separate Work Orders will be issued for each destination stockyard. The Contractor shall arrange to deposit amounts towards Security Deposit in the form of Bank Guarantee *from any **Scheduled Commercial Bank, incorporated in India** (other than Co operative Banks) having a branch in Visakhapatnam (in the format given at Annex A in the tender document), within 15 days* from the date of issue of LOI/Work Order and before movement of material from VSP. Security deposit shall be retained by the Employer before the Contractor is allowed to execute the Contract and commence work. The Bank Guarantee submitted towards Security deposit as aforesaid **shall be valid for a further period of 3 (three) months from the date of expiry of the contract and shall be enforceable at Visakhapatnam . In case of any extension of period of contract, allowed at the discretion of the Employer, the Contractor shall be required to extend the period of validity of the BG for the period of extension of contract plus 3 (three) months, failing which the BG will be liable to be encashed by the Employer.** The details of Security Deposit requirement of each destination stockyard is given below:

Destination	Security Deposits To be submitted by BG (Rs in Lakhs)
1. Kolkata	33
2. Chennai	51
3. Kochi	48
4. Mumbai	41

Total Value	-----
Of BG for the	Rs 173 Lakhs
Tender	-----

- 4.2 *In case of failure of the Contractor to submit the Security Deposit within 15 days from the date of issue of LOI/work order, the Employer shall forfeit the EMD and terminate the contract at the risk and cost of the Contractor. .*
- 4.3 *In case of any loss / damage suffered by the Employer due to any negligence / failure or non-performance on the part of the Contractor of any of the provisions of the agreement the Employer reserves the right to recover such losses and damages from the Contractor by adjusting from Contractor's bills or by encashing the Bank Guarantee furnished by the Contractor.*
- 4.4 *The decision of the Employer as to the amount of the loss / damage suffered by the Employer in such cases shall be final and binding on the Contractor. The recoveries set out above shall be without prejudice to the rights of the Employer under the agreement or under law.*
- 4.5 *In the event of the Bank Guarantee being inadequate or wholly forfeited the balance of the total sum recoverable shall be deducted from any sum due to the Contractor under any other Contract with the Employer. Should such sum also be not sufficient to cover the full amount recoverable the Contractor shall on demand pay the balance due to the Employer and it shall be deemed a debt due from the Contractor to the Employer and shall be recovered accordingly.*
- 4.6 *The Bank Guarantee shall be released only after the expiry / termination of the Contract and satisfactory performance of the work and on completion of all the obligations by the Contractor under the terms and conditions of the Contract. The decision of the Employer regarding satisfactory completion of the work is final and binding on the parties. Before release of the Bank Guarantee the Contractor shall submit a No Claim Certificate in the format at Annexure-B-confirming that there is no claim against the Employer.*
- 4.7 *In case the Security Deposit falls short due to partial/full encashment/adjustment, the same shall be made good within 7 days so that the total amount of security deposit shall not be less than the specified amount, of the Contract. In case the Contractor fails to do so, the Employer reserves his rights to terminate the contract at the risk and cost of the Contractor and black list the contractor for three years..*
- 5.0 **INSURANCE, PF & OTHER STATUTORY PROVISIONS**
- 5.1 *The Contractor shall be responsible for effecting Insurance under Marine Insurance Act for the Cargo against all possible perils during sea voyage and inland transportation. The required premia shall be borne by the Contractor. Beneficiary of the Insurance Policy shall be " RASHTRIYA ISPAT NIGAM LIMITED".*
- 5.2 *The Contractor shall be responsible for any mishap, accident en-route, the consequences thereof including legal compensations, if any, and payable during the execution of the contract. The Employer shall not be in any way responsible for any accident or damages incurred or claims arising there from during the period of the contract.*
- 5.3 *The Contractor shall carry out, perform and observe the provisions of all Labour Laws / applicable Acts / Statutes like Payment of Wages Act'1996, Workmen's Compensation Act or ESI act whichever is applicable, Contract Labour (Regulation and Abolition) Act 1970, Employees Provident Fund Act (1952) etc., or any other enactment passed by Parliament or State Legislature and any rules made there under by the appropriate Government in any way affecting the labourers employed by the Contractor and shall indemnify and keep the Employer indemnified against any liability that may be imposed upon the Employer by law or by Government for non-observance by the Contractor of any of the provisions of the various Laws / Acts / Statutes aforesaid or for the Contractor's failure in ensuring compliance as aforesaid and reimburse and discharge all sums that may be claimed or awarded or decreed by appropriate authorities in any manner whether as penalty, fine, levy, demands or compounding fee, arising out of or consequent upon breach of the*

requirements and provisions of any Statutes, Laws, Rules & Regulations by the Contractor / his representative. In this regard the Contractor will be required to furnish an Indemnity Bond as per the format in Annexure D of Terms and Conditions of Tender, after issue of the Work Order by the Employer, but before commencement of actual operation of the contract.

- 5.4 The Contractor shall take insurance policy for payment of an ex-gratia amount of Rs.1,00,000/- (Rupees one lakh only) per head in case of fatal accidents to the contract labour engaged by him in addition to the Workmen's Compensation Insurance Policy as per Workmen's Compensation Act or ESI act whichever is applicable. As and when a fatal accident takes place, along with the Workmen's Compensation, the Contractor is required to pay the ex-gratia amount within 30 days from the date of accident.
- 5.5 The Contractor shall be responsible to get third party liability insurance for the contract labours engaged by him, in accordance with the Indian Laws and regulations at his own cost with the Employer as the principal holder.
- 5.6 The Contractor shall be responsible for any damage caused to the Truck/Trailer/Dumper etc., deployed and to the Vessel chartered by the Contractor during the course of operation. The Contractor in his own interest shall obtain suitable and sufficient cover from underwriters and no claims/correspondence on this account shall be entertained by the Employer. In case, the Employer is called upon to meet any such obligations which otherwise should have been met by the Contractor by statutory authorities, the same should be reimbursed to the Employer by the Contractor without loss of time.
- 6.0 SHORTAGE/DAMAGES:
- 6.1 The weights, measurements and descriptions of goods/materials mentioned in the Stock Transfer Challans issued by the Employer shall be the basis for assessing losses in transit and for recovery of damages/compensation there from. The Contractor shall be responsible for any discrepancies found at destination in respect of weight, measurement, soundness of material etc. Once the material is accepted for transportation by the Contractor, it shall be deemed to have been handed over by the Employer in good condition unless otherwise, the Contractor had pointed out any defects whatsoever at the time of taking delivery from the Employer at loading point inside the plant.
- 6.2 Since there is a possibility of variation between two weighing scales at loading point and destination, *a shortage allowance of 0.1% shall be allowed to the contractor on the total quantity of all the STCs of a product (size-wise and grade-wise) dispatched from plant for a given ship cargo*, due to variation between the weighing scales at the plant and at the stockyard of the *Employer*. Recovery will be made towards quantity of actual shortages beyond 0.1% @ 125% of the value of the material at the prevailing rates (MOP of the branch prevailing at the time of establishing such shortages), from the pending Bills/Security Deposit of the Contractor. In case of damage to the Cargo, damages as assessed by the Employer shall be recovered from the Contractor, from his Bills/Security Deposits. If such sum is not sufficient to cover the full amount recoverable, the Contractor shall on demand pay; the balance due to the *Employer*. The decision of *Employer* on Loss/Damages/Shortages shall be final and binding on the Contractor. The accounting of shortages will be done by the Employer on every ship consignment basis. Payment against Contractor's Bills for a ship consignment shall be made after recoveries towards shortages, if any. In case of excess material is found at the destination stockyard over and above the total quantity of all STCs due to variation between two weighing scales at loading point and destination, the same shall be treated as Employer's material and no claim what so ever from the contractor on such excess quantity shall be allowed. However, in case of excess quantity arising due to delivery at wrong destination, the contractor will be allowed to lift the same and deliver at correct destination within the allowable transit period. All extra costs incurred by the Employer due to such wrong delivery by the contractor shall be determined by the Employer and recovered from the bills of the contractor and the decision

of the Employer in this regard shall be final and no claim by the contractor shall be entertained.

7.0 TAXES AND DUTIES;

7.1 The Contractor shall bear all taxes, duties, charges or levies except Service Tax and Education Cess applicable thereon, which may be assessed, imposed or levied on Contractor in connection with the Contract. The Employer shall no way be responsible for paying such Taxes and Duties. All statutory levies except service tax shall be borne by the Contractor, and no escalation on the quoted rates shall be allowed on account of any increase in statutory levies.

7.2 The Contractor shall obtain registration for Service Tax within 30 days of the commencement of the Service and submit a copy of the certificate of registration under Service Tax Rule 1994. The charges liable for Service Tax and classification of service should be indicated by Tenderer, after obtaining the Service Tax registration.

7.3 Service Tax shall be reimbursed by the Employer. For this purpose, the Contractor shall make the Invoice/Bill for Taxable service as per the requirement of Rule 4A of the Service Tax Rules, 1994. The Invoice/Bill shall be serially numbered and signed by the Contractor or the person, who is authorized by him and shall contain the following :

- (i) The Name, Address and Registration Number of the Service Provider.
- (ii) The Name and Address of the person receiving Taxable Service i.e., RINL
- (iii) Description, Classification and Value of the Taxable Service provided or to be provided.
- (iv) The Service Tax payable thereon and the education cess payable thereon.

7.4 Income tax, if leviable, shall be borne by the Contractor. The Contractor shall be responsible for furnishing Income Tax declaration and file returns with respective Income Tax authorities, as required under the Income Tax Act.

7.5 Any Income Tax, which the employer may be required by Law to deduct, shall be deducted at source and the same shall be paid to Tax Authorities on account of the Contractor and the Employer shall provide the Contractor tax deducting certificate.

7.6 Octroi if payable enroute, shall be reimbursed by the Employer at actuals against original receipts.

8.0 PAYMENT;

8.1 The Employer (RINL/VSP) shall pay to the Contractor as per the schedule of rates and subject to other terms and conditions of this contract for the operations described herein carried out on the specific written instructions of the Employer covering all the points mentioned in the descriptions as per Terms and Conditions of Contract. The payments shall be made by Electronic fund transfer / RTGS / any other electronic mode introduced by RBI, to the Bank account of the Contractor. The successful tenderer has to furnish the details in the format prescribed at Annexure-C.

- 8.2 No escalation of rates shall be allowed during the period of the contract. All statutory levies (except Service Tax, which shall be reimbursed by the Employer) and expenses shall be borne by the Contractor and no escalation on rates shall be allowed on account of increase in statutory levies or expenses.
- 8.3 Subject to any deductions which the employer may be entitled to take under the Contract, the Contractor shall be entitled for payments generally as follows:
- 8.4 The contractor shall submit bills to the I/c BC Gate Marketing Office of the **Employer**, along with acknowledgement of the Stockyard I/c and Branch Manager of the Consignee Branch, regarding quality/quantity of the material received and indicating the no. of coils/bundles, consignment wise. The payment shall be made on the basis of weight of actual quantity received at the Stockyard or STC quantity which ever is lower. The weight recorded at the **Employer's** Stockyard weighbridge shall be final and binding. No claim whatsoever shall be entertained on this account. While submitting their bills, the contractor shall also enclose copies of respective IMSTA and Bill of Lading, in support of his claims. **The Contractor's bills shall be recommended for payment by the Engineer In Charge after taking into consideration of all the recoveries as per contract and after ensuring compliance of the statutory payments by the contractor as per clause 5.0 above.**
- 8.5 Payment shall be made by the employer by electronic mode, **at Visakhapatnam (Head Quarter Sales, Project Office)**, on the 15th (fifteenth) day from the date of receipt of Bills from the contractors, duly supported with acknowledgement of receipt of the material from the stockyards, consignment wise. *The payment shall be made after effecting the recoveries on account of Shortages and various penalties if any as certified by Branch Manager/Stockyard In Charge and as recommended by Engineer-in-charge.*
- 8.6 The weight recorded at the **Employer's** Stockyard Weighbridge shall be final and binding. No claim what so ever, shall be entertained on this account.
- 9.0 TRANSIT PERIOD
- 9.1 The Contractor shall lift the material within 10(Ten) days from the date of Inter Modal Stock Transfer Advise (IMSTA) and deliver the cargo to the destination stockyard within 26 (Twenty Six) days from the date of IMSTA, in case of Kolkata and Chennai Stockyards and within 31 (Thirty One) days in case of Kochi and Mumbai stockyards. The delivery completion would mean, quantity delivered with proper identification, segregation i.e. product-wise, size-wise, grade-wise etc., to the satisfaction of stockyard-in-charge.
- 9.2 In case the Contractor fails to deliver the material fully or partly within the stipulated period as mentioned at para 9.1 above, a penalty equivalent to 1% of the applicable contractual rates on the non delivered quantity will be recovered per each day of delay with reference to the different quantities delivered on different dates, subsequent to the time allowed as stipulated at para 9.1 above. However, if the contractor fails to deliver any quantity within 15 days from the last day of the time as stipulated at para 9.1 above, the penalty as per clause 9.3 shall be applicable.
- 9.3 If the Contractor fails to deliver any quantity (full or part) within 15 days from the last day of the time allowed (refer para 9.1 above), the Contractor shall pay the material value, calculated at the rate of 125% of Minimum Operating Price of the destination branch prevailing as on that date (i.e next day after the allowable transit period as per clause 9.1

above plus 15 days), on such non delivered quantity, as a penalty. The Employer reserves its right to recover such amounts from the running bills of the contractor and / or encashment of the Security Deposit Bank Guarantee (full or part) etc. In the event of encashment of the Security Deposit Bank Guarantee (full or part), for such failures, the contractor shall be responsible for immediate restoration of the Security Deposit Bank Guarantee value as per the contract. However, on expiry of free time allowed as per para 9.1 above and 15 days there after, the contractor may approach the Employer with a request for extension of delivery time wherever there is a genuine reason which leads to such delay in delivery with a documentary evidence for grant of additional time. Such request for grant of additional time for delivery may or may not be accepted by the Employer and in this regard Employer's decision shall be final. In case Employer is satisfied with the reasons for such request, a reasonable additional time not exceeding 30 days will be granted by **HOD of Employer's Mktg Dept**, subject to a recovery of penalty at the same rate as mentioned at para 9.2 above for the additional time allowed by the Employer by deferring the said recovery of 125% of material value, as stated above. In case the contractor fails to deliver such material within the additional time granted, Employer will recover @ 125% of material value as explained above.

9.4 In case of delivery at wrong destination, the contractor is responsible to withdraw the material from wrong destination and deliver at correct destination within the allowable time as given at para 9.1. The penalty recoveries if any shall be effected on this account as per para 6.2, 9.2 & 9.3 above whichever is applicable.

10.0 The Contractor shall adhere to all Security Rules and regulations in force in VSP. ~~the Plant.~~

10.1 **The Contractor shall comply with all statutory regulations/ enactments including Employees Provident Fund and (Miscellaneous Provisions) Act, 1952, Contract Labour (Regulation and Abolition) Act, 1970 and Workmen's Compensation Act, 1923.**

10.2 The Employer shall have the option to terminate the contract at any time giving one month's notice without assigning any reason whatsoever.

10.3 In the event of the Contractor's failure to discharge his obligations and duties stipulated in the contract, to the satisfaction of the Employer, the Employer may terminate the contract summarily without notice and debar the Contractor for a period of 2 years and get the balance work done at the Contractor's risk and cost. The decision of Employer in this regard shall be final and binding.

10.4 Notwithstanding the expiry/termination of the Contract, the liabilities and obligations of both Employer and the Contractor, as set in the Contract, will continue to be in force until all materials received by the Contractor upto the date of termination / expiry are delivered by the Contractor to the designated stockyards or accounted for to the Employer.

11.0 VALIDITY OF OFFER:

11.1 *This offer shall be valid for a period of Ninety (90) days from the last date for submission of Tender/revised Price Bid, if any.*

12.0 ARBITRATION:

12.1 If at any time, any question, dispute or difference whatsoever arises between the Employer and the Contractor upon or in relation to or in connection with the Contract, either party may forthwith to the other, notify in writing of the existence of such question, dispute or difference and the same shall be referred to the adjudication of sole Arbitrator to be nominated by the Chairman cum Managing Director, Visakhapatnam Steel Plant, Visakhapatnam. In case, the designation of Chairman-cum-Managing Director is changed or his office is abolished, the Officer who for the time being is entrusted with the functions of the Chairman-cum-Managing Director, Visakhapatnam Steel Plant by whatsoever designation such officer is called, shall nominate the sole Arbitrator to adjudicate upon the disputes, and there shall be no objection to any such nomination/Employee of Visakhapatnam Steel Plant, Visakhapatnam.

12.2 **The Arbitrator, nominated by the Chairman-cum-Managing Director of VSP shall be the sole judge to decide the questions/claims/differences referred to him for adjudication and his decisions shall be final and binding on both the parties. The venue of Arbitration shall be at ~~Visakhapatnam Steel Plant~~, Visakhapatnam.**

12.3 The provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time, and the rules there under and all statutory modifications thereof shall govern such arbitration proceedings and shall be deemed to apply to and be incorporated under this Contract.

13.0 JURISDICTION:

13.1 The Courts at Visakhapatnam shall only have jurisdiction for adjudication of all questions/disputes/differences of any kind whatsoever arising under or in connection with the Terms and Conditions of the Contract.

14.0 FORCE MAJEURE:

14.1 If the Employer and/or the Contractor be prevented from discharging its or their obligation under this agreement by reasons of arrests or restraints of privacy of rules, Government or people, War, Blockade, Revolution, Insurrection, Mobilisation, Strikes, Riots, Civil Commotions, Lock Outs, Accidents, Acts of God, Plague or other epidemics, destruction of the materials by Fire or Flood or other natural calamity or on account of any other calamity or on account of any other cause interfering with the production and/or delivery of the materials as herein above contemplated, the time for delivery shall be postponed by the time or time during which production and/or delivery is prevented by any such causes as herein above mentioned, provided that in the event of such delay exceeding ninety days, the party, other than the party which invokes the Force Majeure may at their option cancel this agreement by Notice-in –writing to the other party in respect of the balance period of the contract, without however any right against or being responsible to the other party for such cancellation. The party invoking Force Majeure shall within 15 days of the occurrence of the Force Majeure causes, put the other party on notice supported by certificate from the Chamber of Commerce or concerned Governmental authority and shall likewise intimate the cessation of such causes. If the Force Majeure condition continues for beyond a period of six months the Employer or the Contractor may at his option cancel the agreement by notice in writing to other party in respect of the balance period of the contract without, however, any right against or being responsible to the other party for such cancellation.

15.0 REGULATORY PROCEDURES:

15.1 Formalities and procedures regarding transfer of material from one mode of transport to another in the Inter Model Transfer shall be followed by the Contractor. It is to be ensured by the Contractor that all the statutory and regulatory rules of Central Excise and Customs and other State Authorities involved including Port Authorities shall be followed by the Contractor. All liabilities to Employer if any by default of such Procedures/Formalities/Obligations shall be passed on to the Contractor and the Contractor shall indemnify the Employer against any action by the default of the Contractor.

16. The Contractor shall carry out, perform and observe the provisions of all Labour Laws / applicable Acts / Statutes, whichever are applicable, like Payment of Wages Act 1996, Workmen's Compensation Act or ESI Act, Contract Labour (Regulation and Abolition) Act,1970, Employees' Provident Fund Act (1952) etc, or any other enactment passed by Parliament or State Legislature and any rules made there under by the appropriate Government in any way affecting the Labourers employed by the Contractor and shall indemnify and keep the Employers indemnified against any liability that may be imposed upon the Employer by Law or by Government for non observance by the Contractor of any of the provisions of the various Laws / Acts / Statutes aforesaid or for the Contractor's failure in ensuring compliance as aforesaid and reimburse and discharge all sums that may be claimed or awarded or decreed by appropriate authorities in any manner whether as penalty, fine, levy, demands or compounding fee, arising out of or consequent upon breach of the requirements and provisions of any Statutes, Laws, Rules & Regulations by the Contractor / his representative. In this regard the Contractor will be required to furnish an Indemnity Bond as per the format in Annexure D of Terms and Conditions of Tender, after issue of the Work Order by the Employer, but before commencement of actual operation of the contract.

ANNEXURE-A

(ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)
GUARANTEE BOND
(FROM A SCHEDULED BANK)

Name & Address of the Bank :

Bank Guarantee No. :

Date of issue :

Date of expiry :

Limit of liability :

Ref: VSP's Order No :

For : Inter Modal Transportation of
Iron and Steel materials from VSP
Plant at Visakhapatnam to VSP
Stockyards at Kolkata, Chennai,
Kochi & Mumbai

Subject : Security Deposit

To,

M/s Rashtriya Ispat Nigam Limited
Visakhapatnam Steel Plant

In consideration of Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, a Government Company incorporated under the Companies Act, 1956 having its registered office at Main Administrative Building, Visakhapatnam-530031 (AP) and also having one of its Regional/Branch Sales Offices at _____

(hereinafter called the Employer) having agreed to accept the Security Deposit of Rs. _____/-(Rupees _____) furnishable to

the Employer by M/s _____ (hereinafter called 'the Contractor') under the terms and conditions of Work Order No. _____ dated _____ (hereinafter referred to as 'the said Contract' which expression shall in case of

execution of any formal agreement between the Employer and the Contractor shall include the said agreement) for Inter Modal Transportation of Iron and Steel materials from VSP Plant at Visakhapatnam to VSP Stockyards at Kolkata, Chennai, Kochi & Mumbai, covered under the said Contract as a guarantee for the security of materials under the custody of the said Contractor in terms of the said Contract as also for the due fulfilment of all the terms and conditions contained in the said Contract, in the form of a Bank Guarantee for Rs. _____/- (Rupees _____ only), we

(Name of the Bank)

(hereinafter referred as the said Bank) do hereby covenant and agree with you as under:

1. We undertake to guarantee from time to time to the extent of Rs. _____/- (Rupees _____ only) against any loss or damage or costs caused to or suffered by you or that may be caused or suffered by you by reason of any breach or breaches on the part of the Contractor of any of the terms and conditions contained in the said Contract and in the event the Contractor shall make any defaults in carrying out any of the works under the said Contract or otherwise in the observance and performance of any of the terms and conditions relating thereto, we shall forthwith without any protest or demur pay to you such sum or sums not exceeding in total the said sum of Rs. _____/- (Rupees _____ only) as may be claimed by you as your losses and/or damages, costs, charges or expenses by reason of such default / defaults on the part of the Contractor. **In case, the guarantee is invoked by you within the validity period, the guaranteed amount of ----- shall be payable by our Visakhapatnam Branch at the following address:**

(Address of the Bank at Visakhapatnam)

2. Notwithstanding anything to the contrary, your decision as to whether the Contractor has made any such default or defaults and the amount or amounts to which you are entitled by reason thereof shall be binding on us and we shall not be entitled to ask you to establish your claim under this Guarantee but will pay the same on demand from you without any objection.
3. You shall have the fullest liberty to claim payment of the amount or amounts from time to time under this Guarantee subject to the ceiling limit of Rs. _____/- (Rupees _____ only) as referred to above

and this Guarantee shall not become invalid or in fructuous because of the partial demands made by you upon us for payment under the circumstances stipulated hereinabove and this guarantee shall hold good in favour of you to the extent of the balance amount covered under this Guarantee.

4. This Guarantee shall continue and hold good until it is released by you on the application by the Contractor after the Contractor had discharged all its obligations under the said Contract and produced a certificate of the due completion of the work under the said Contract and submitted a No Demand Certificate. Should it be necessary to extend this Guarantee beyond the said date on account of any extension of time being granted by you to the Contractor under the said Contract or otherwise we undertake to extend the period of this Guarantee and confirm to you in writing the extension of time on your request till such time as may be required.
5. You will have the fullest liberty without our consent and without affecting this guarantee from time to time to vary any of the terms and conditions of the said Contract or extend time of performance of the Contractor or to postpone for any time or from time to time any of your rights or powers against Contractor and either to enforce or forbear to enforce any of the terms and conditions of the said contract and we shall not be released from our liability under this Guarantee by the exercise of your liberty with reference to matters aforesaid or by reason of any time being given to the Contractor or any other forbearance, act or omission on your part or any indulgence by you to the Contractor or by any variation or modification of the said Contract / or by any other act, matter or thing whatsoever which under the law relating to sureties would but for the provisions hereto have the effect of so releasing us from our liability hereunder provided always nothing herein contained will enlarge our liability herein beyond the limit of Rs._____-/- (Rupees _____ only) as aforesaid or extend the period of Guarantee beyond the said day of _____ 200__ unless expressly agreed to by us in writing.
6. This guarantee shall not in any way be affected by your taking or varying or giving up any sureties from the Contractor or any other person, firm or Company on its behalf or by the winding up, dissolution, insolvency, reconstruction or death as the case may be of the Contractor.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of all your claims against the Contractor hereby guaranteed by us as aforesaid and we hereby expressly waive all our rights of surety ship and other rights, if any, which are in any way inconsistent with the above or any other provisions of this guarantee.

8. Subject to the maximum limit of our liability as aforesaid this guarantee will cover all your claim or claims against the Contractor from time to time arising out of or in relation to the said Contract and in respect of which your demand or notice in writing is received by us.
9. This guarantee and the powers and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees thereto given to you by us (whether jointly with other or alone) and now existing uncanceled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. This guarantee shall not be affected by any change in the constitution of the Contractor or us nor shall it be affected by any change in your constitution or by any amalgamation or absorption or reconstruction thereof or therewith but will ensure for and be available to and enforceable by the absorbing or amalgamated reconstructed Company or concern.
11. This guarantee during its currency shall not be revoked by us except with your previous consent in writing.
12. It shall not be necessary for you to proceed against the Contractor before proceeding against us and the guarantee herein contained shall be enforceable against us, notwithstanding any security which you may have obtained or obtain from Contractor at any time or when proceedings are taken against us hereunder be outstanding or realised.
13. We (mention the name of the Bank) hereby agree that any claim due and arising under this guarantee shall be enforceable against our Bank's Branch (mention the name and address of the Branch) at Visakhapatnam and they shall honour such demand in any case not later than the next working day.

Yours faithfully,

ANNEXURE-B

PROFORMA FOR NO-CLAIM CERTIFICATE

To,

The Regional/Branch Manager
Regional/Branch Sales Office
Visakhapatnam Steel Plant

Dear Sir,

Sub: No claim certificate

I/WE hereby certify that, except for the unpaid bills mentioned hereunder for work done as per our Contract No..... dated..... with you for Inter Modal Transportation of Iron and Steel materials from VSP Plant at Visakhapatnam to VSP Stockyards at Kolkata, Chennai, Kochi & Mumbai I/WE have no claims against your Company.

Bill no.

Date

Amount

Date:

(Signature of the Contractor)

Place:

Name of the signatory:

Seal of the Contractor:

ANNEXURE-C

From

To

Engineer in charge
RINL/VSP

Sub :E-Payment
Ref : Contract /WO No

I/We agree for EFT/RTGS/Direct Credit (Strikeout whichever is not applicable) or any other mode of electronic payment introduced by RBI from time to time. The payment credited to our Bank A/c will be in full discharge of the obligations of RINL/VSP and we shall have no claim what so ever in respect of the bill, for which, payment is made.

I/We furnish here below the bank account details:

Name of the Bank

Branch Name, place and MICR Code of the Branch, in case of RTGS,
IFSC Code of the Branch,

Beneficiary's Account Number in full

Type of Account

Name and style of account

For _____ & Company

Authorised Signatory /Proprietor

(Note: Endorsement by Bank Manager is necessary to ensure correctness of the Bank details provided)

DEED OF INDEMNITY
(On Rs 100/ Stamp Paper)

This Deed of Indemnity is made on this ---- day of ----- 2008 between M/s ----- a Proprietary Firm / Partnership Firm / Company incorporated under the Company's Act, having its registered office at ----- and represented by Shri ----- working as ----- who is duly authorized by M/s ----- to sign this Deed of Indemnity (hereinafter called the 'Contractor' which expression shall mean and include its heirs, successors and legal representatives) and Rashtriya Ispat Nigam Limited, Visakhapatnam Steel Plant, a Government of India Company, having its registered office at Main Administration Building, Visakhapatnam Steel Plant, Visakhapatnam – 530 031, Andhra Pradesh, hereinafter referred to as RINL,VSP, which expression shall mean and include its successors and legal representatives).

WHEREAS a Contract, awarded vide Work Order No----- Dated -----, was entered into between the Contractor and RINL,VSP, in pursuance of Tender No----- Dated ----- .

AND WHEREAS , the Contractor agreed to fulfill all its obligations mentioned in the terms and conditions of the Contract in respect of compliance with all the statutory provisions applicable in the said work of RINL,VSP.

NOW THIS DEED WITNESSES that in consideration of RINL, VSP, agreeing to award the Contract based on the said commitments, the Contractor hereby agrees to INDEMNIFY AND KEEP INDEMNIFIED and harmless, RINL, VSP and / or its Executives, Employees or Agents against all claims that may be made by any statutory Authority for Non Compliance of the various statutes applicable to the Contractor or launch any prosecution against RINL,VSP, or its Executives, Employees or Agents for violation of any of the provisions of the Acts or Schemes. The Contractor further agrees to indemnify and keep indemnified and harmless in all respects RINL,VSP or its Executives, Employees or Agents against all losses, damages, costs , charges and expenses which RINL,VSP and / or its Executives are made to pay, incur or sustain in connection with the non compliance of statutory provisions and also further sums which RINL, VSP may be ordered to pay by the Statutory Authorities.

IN WITNESS whereof the authorized representatives of the Contractor and RINL, VSP have signed, sealed and delivered this Deed on the day, month and year first above mentioned.

(Signature of Authorized Representative
of M/s RINL, VSP with Date and Seal)

(Signature of Authorized Representative
of the Contractor with Date and Seal)

Witnesses :

1. Signature with Date :

Name :
Address

2. Signature with Date :

Name :
Address

Draft Tender Document attached with Expression of Interest Notice
NO.VSP/MKTG/CM/EOI/01 OF 2008-09 DT.29.10.08
(Revalidated on 14.10.09)

Part C of Tender: Schedule of Rates

Sub: Invitation for "Expression of Interest and suggestions on Draft Tender Terms and Conditions of VSP for Coastal Movement of VSP's Steel Products from Plant to Kolkata, Chennai, Kochi & Mumbai Stockyards on End to End Logistics Basis"

Ref: Expression of Interest Notice NO.VSP/MKTG/CM/EOI/01 OF 2008-09 DT.29.10.08 06/08 Containing a Draft Tender Document

(To be filled in and submitted in a separate sealed cover as per the Instructions to Tenders)

1. The Employer (RINL/VSP) shall pay to the Contractor as per this schedule of rates and subject to other terms and conditions of this contract for the operations described herein carried out on the specific written instructions of the Employer covering all the points mentioned in the descriptions as per Terms and Conditions of Contract. The payments shall be made by Electronic fund transfer to the Bank account of the Contractor. The Contractor has to furnish he details of the Bank A/c in the format prescribed at Annexure-C.
2. The rate indicated against each item will be for the complete work and will be deemed to include the cost of all materials, consumables, labour, tools, tackles, plant, cranes, machinery, trucks, equipments, etc. required for due performance of the work as per instructions of the Employer or it's authorized representative.
- 3.. The rates shall be applicable for transportation of material from the Plant premises or any other location within 20 km road distance from the city limits of Visakhapatnam to the present Stockyard of the Employer or any other location of stockyard or customer within 25 km road distance from the city limits of destination.
4. No escalation of rates shall be allowed during the period of the contract. All statutory levies (except Service Tax, which shall be reimbursed by the Employer) and expenses shall be borne by the Contractor and no escalation on rates shall be allowed on account of increase in statutory levies or expenses.
5. The Contractor shall bear all taxes, duties, charges or levies except Service Tax and Education Cess applicable thereon, which may be assessed, imposed or levied on Contractor in connection with the Contract. The Employer shall no way be responsible for paying such Taxes and Duties. All statutory levies except service tax shall be borne by the Contractor, and no escalation on the quoted rates shall be allowed on account of any increase in statutory levies.

Part C of Tender: Schedule of Rates

Sub: Invitation for "Expression of Interest and suggestions on Draft Tender Terms and Conditions of VSP for Coastal Movement of VSP's Steel Products from Plant to Kolkata, Chennai, Kochi & Mumbai Stockyards on End to End Logistics Basis"

**Ref: Expression of Interest Notice NO.VSP/MKTG/CM/EOI/01 OF 2008-09
DT.29.10.08 06/08 Containing a Draft Tender Document**

(Rates are to be quoted separately for each destination, for as many number of destinations, as desired, subject to payment of an EMD amount, in Part A of Tender, which is the sum total of the prescribed EMD amount for each of the destination quoted. For convenience, prescribed EMD values for each destination are given below. Quoted Rates are to be mentioned in figures as well as words. Contract value for each destination, which is the product of Indicative quantity and the quoted rate, will be evaluated separately, for award of separate contracts destination wise. Rates are to be quoted considering the Port of Unloading and destination stockyards as mentioned in Terms and Condition of Tender)

Sl No	Destination	Indicative Qty (MT)	EMD to be submitted (Rs in Lakhs)	<----- (To be filled in by the Tenderer)----->		
				Destination Quoted	EMD Amount Submitted (Rs in Lakhs)	Quoted Rate for the Destination (Rs/MT)
1	Kolkata	20,000	2.25			
2	Chennai	40,000	3.50			
3	Kochi	20,000	3.25			
4	Mumbai	20,000	2.75			
Total Amount of EMD Submitted				-----		

(Signature & Seal of the Tenderer)

