



# Hindustan Shipyard Ltd

(A Government of India Undertaking)  
GANDHIGRAM, VISAKHAPATNAM – 530 005  
( An ISO 9001 Company )

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TENDER NO.MP/Q/C&F ANNUAL RATE CONTRACT WORKS FOR STEEL  
PLATES & PROFILES / 1366 /2010 Dt. 16-08-2010.

Dear Sirs,

Sub: - Invitation of tender for Clearing & Forwarding of Break Bulk **Ship Building Quality Steel Plates & Profiles** from Ex-Visakhapatnam Port to HSL site on Door Delivery basis.

\* \* \* \* \*

Your kind attention is invited on the subject and it is requested to submit your most competitive offer in two bid system i.e.Techno-Commercial offer (Part-I) and Price Bid (Part-II) for carrying out of the following operations for Break Bulk **Ship Building Quality Steel Plates & Profiles** for one year in the prescribed price format **from** Ex-Visakhapatnam Port to HSL site, Visakhapatnam, on Door Delivery basis, in accordance with the scope of work as per the packing lists and B.L.s will be issued time to time. The consignments of steel plates & profiles as and when reached to Visakhapatnam Port Trust through vessels shall be customs cleared and transported to HSL Stores in a safe manner.

**1. Description of Work / Cargo for Plates:** Break Bulk ship Building Quality Steel Plates as per packing lists and B.L.'s will be issued time to time for each consignment.

**1.1.Quantity (approx) FOR PLATES:10,000.000M.T.(Estimated for all consignments put together in a span of ONE YEAR.)**

**2. Description of Work / Cargo for Profiles/Sections:** Break Bulk ship Building Quality Steel Profiles/Sections as per packing lists and B.L.'s will be issued from time to time for each consignment.

**2.1.Quantity (approx) for PROFILES/SECTIONS:2000.000M.T.(Estimated for all consignments put together in a span of ONE YEAR.)**

**3. Duration of Contract:**This is an annual Contract and the Contract shall be operable for ONE YEAR period from the date of placement of order.

### Price format

SL.NO	Description	Quote	Unit rate/ lump sum rate
4.1	Documentation charges per B.L	Per B.L	
4.2	Intra Carting Charges, (optional) if required	Per M.T	
4.3	Loading at VPT on to Trailors from stacking place, (documentary proof for the same is required for payment), this will operate only after intracarted the cargo at VPT.	Per M.T	

4.4	<b>Transportation of steel after receipt from hook point of vessel/stacking place to HSL Stores</b>	Per M.T	
4.5	<b>Service Tax, if any, specify the operation /item nos above for which S.T. is applicable.</b>		

**Note:**The prices shall be quoted as per above given schedule format only. The offers of those bidders who quotes by changing the above format & item descriptions will be summarily rejected/ignored.

**1. Terms & Conditions:**

All statutory charges like wharfage, carnage, delivery order charges, Steamer Agent Charges, storage charges shall be paid/reimbursed by HSL at actuals against submission of relevant vouchers along with bills.

The Contractors shall have to provide/arrange sufficient number of trailers , so as to enable the vessel Agents to load the materials from Vessel hook point on to the trailers. Any failure in deploying required number of trailers and consequential charges like intracarting charges etc., shall be to Contractor's account only. HSL is no way responsible on this account.

It is the responsibility of CHA to obtain Port & Customs permissions. Delivery order etc., well in time immediately soon after receipt of shipping documents from HSL. Any delay on this account and consequential charges shall be to the Contractors/CHA account only.

Although the transit risk covered by HSL from warehouse to warehouse, the total responsibility for loading and safe transport of goods to HSL Stores lies with Customs House Agents. Any damages / loss caused to consignment during the custody of Customs House Agents (CHA), the respective cost shall be borne by the Customs House Agents (CHA) only and for such cases HSL is not responsible for the loss. Please confirm this point in your offer.

100% payment will be made within 30 days after successful completion of the work and upon submission of the Customs house Agents Bills in duplicate along with the following documents.

Import application filed with VPT in quadruplicate.

Copy of delivery challans in triplicate duly signed for receipt of materials by HSL Stores.

Vouchers of payment towards service charges paid to Port and Customs authorities.

Vouchers receipts evidencing actual payment made towards carnage etc.,

Copy of Visakhapatnam Port Trust Out Turn Report .

**6. Submission of Offer:** Please submit your offer as per the above price Format only in Two bid system i.e.Part-I Techno-Commercial offer and Part- II-Price Bid duly super scribing the tender number and due date on top of the covers. The bidders shall submit EMD of Rs.50,000/- in the form of crossed demand draft or in the form of Bid Bond/Bank Guarantee as per the format available in our web site [www.hsl.nic.in](http://www.hsl.nic.in) and the same shall be kept in the sealed cover and attached to the technical bid sealed cover. Submission of EMD is mandatory for opening of price bid. The three sealed covers

(technical bid cover, EMD cover & Price bid cover) shall be kept in one single cover and submit well before the tender due date.

7) Please note that while taking the cargo from hook point of the vessel the plates and Profiles shall be counted properly in the presence of C&F Agent's representative, the vessel agents and Port authorities to avoid ambiguity in counting the number of plates and Profiles. A statement of materials duly signed is to be furnished.

7.1) If any shortages noticed, the Short landing certificate is to be obtained for the same from VPT within the time after conducting necessary survey for the same and a copy of Visakhapatnam out turn report also should be submitted. Please confirm.

7.2) Please also note that if shortages noticed while taking the cargo from vessel hook/stacking place, the B.E. (Bill of Entry) also to be modified accordingly within the time, please confirm.

8) **Documentary Proof / evidence of Classified surveyors report and VPT certificate to be produced if intracarting charges are claimed. Please confirm.**

9) **Arbitration:** All disputes between the parties shall be referred to the sole arbitration of the Chairman & Managing Director of the purchasers or to a person to be appointed by the Chairman & Managing Director and if the arbitrator appointed resigns his post or vacates his office or is unable to unwilling to act to any reason whatsoever, the authority appointing him may appoint a new arbitrator to act in his place. The arbitrator so appointed may from time to time with the consent of the parties enlarge the period of time for making and publishing the award. the arbitrator shall on all matters referred to him indicate his findings along with the sums awarded separately on each individual items of dispute and the venue of arbitration shall in all cases, subject to the convenience of the arbitrator, be Visakhapatnam only. The award of the arbitrator shall be final and binding subject to the provisions of the Indian Arbitration and Reconciliation Act, 1996.

10) **JURISDICTION:** The enforcement of the terms of the contract as well as all the transactions entered into by the suppliers with purchasers shall be deemed to have taken place within the Jurisdiction of Visakhapatnam where purchasers works and office are situated and any cause of action arising in the due performance or breach of the contract by either of the parties hereto shall be deemed to have arisen within the jurisdiction of Visakhapatnam notwithstanding the residence or place of business of the contractors/suppliers.

11) Please also confirm the general terms & conditions at Annexure-A enclosed to this tender and send the same along with offer duly signed and stamped .

12) **LAST DATE FOR SUBMISSION OF OFFERS: 13.9.2010 AT 11.00 HOURS**

13) **OPENING OF TENDER: SAME DAY OF DUE DATE I.E. BY 13.9.2010 AT 15.00 HOURS.**

Yours Faithfully,

Signature of Contractor /CHA in token of acceptance of above terms.

Dt. ----- .

**GENERAL CONDITIONS FOR TRANSPORTATION OF STEEL MATERIALS FROM VISAKHAPATNAM SEA PORT TO HINDUSTAN SHIPYARD LIMITED, VISAKHAPATNAM.**

1. The Contractor shall immediately on receipt of instructions/LOI/Order from HSL and time to time find out with the local vessel agents as to the vessel arrival to Visakhapatnam Sea Port, if so, immediately process for filing B.E.(Bill of Entry)/documentation and other relevant jobs for taking the cargo from the hook point of the vessel and transport them immediately to HSL yard.
2. The bidder shall have to submit Demand draft for Rs.50,000/- towards EMD in a sealed cover attached to the sealed cover containing technical bid (part-I). Alternatively the EMD can be furnished in the form of Bid Bond/Bank Guarantee as per HSL format which can be down loaded from our web site [www.hsl.nic](http://www.hsl.nic) . Please note that the price offers of those Bidders which do not contain EMD will not be considered for opening under any circumstances. In case EMD clause is not accepted your offer is summarily rejected. Please confirm.
3. The Contractor shall have to submit 10% performance bank guarantee (security deposit) immediately after placement of LOI/Order. Alternatively they can submit demand draft for 10% order value in favour of Hindustan Shipyard Limited, Visakhapatnam. The EMD will be released soon after receipt of 10% PBG. The 10% PBG will be released soon after successful completion of the annual Contract works. Please confirm. **In case PBG clause is not accepted, your offer is liable for rejection.**
4. The C&F Agent shall have valid Customs House Licence and valid Road permits for the vehicles. The C&F Agent/Contractor shall immediately mobilize sufficient number of Trailors for taking the cargo from vessel hook point as required for the cargo upon intimation.
5. The C&F Agent shall be capable of deploying sufficient number of trailers so as to receive the total materials at hook point of vessel in order to avoid intracarting & demurrages. Any failure on this account and consequential charges, demurrages etc., shall be to the Contractor's/CHA account only.
6. The Plates & Sections (materials) shall be properly lashed to prevent falling/ slipping down from the Trailors. The driver shall be instructed to take utmost care in driving the trailers and all safety precautions shall be followed for safe transportation & delivery of the materials. The Contractors are fully responsible on this aspect.
7. C&F Agents shall transport the above materials as per the routes permitted/ as allowed. If any deviations are to be taken place due to any reasons, HSL will not entertain any extra claim for the deviation in routes/ extra distance covered.
8. **RESPONSIBILITY FOR LOSS OR DAMAGE DURING TRANSIT:**  
C&F Agent/Transporter shall take utmost care to protect the Steel plates during handling at Visakhapatnam Sea Port as well as during transportation. In case of break-down of vehicles during transportation or accidental slipping down of the steel plates etc., from the trailers, transporter shall arrange to transfer the steel on to a good trailers at his cost and deliver the same to Hindustan Shipyard Limited, Visakhapatnam, in time. The C&F Agent should undertake the complete responsibility for the loss / damages and loss shall be reimbursed immediately on receipt of our claim without contest.

9. If the party fails to complete the job in time, Hindustan Shipyard Limited reserves the right to entrust the job to any other Contractor at their risk and cost.
10. Payment will be made within 30 days from the date of successful completion of the job upon producing the relevant documents with Bill.
11. Please note that offers received with deviation in operations/description and not as per our required price format description, are liable for rejection, please confirm.
12. Please note that HSL reserve the right to generate alternative source under the contract with the L1 price, to meet our urgent requirements and to avoid incurring unnecessary charges to the cargos viz: Intracarting charges, demurrage charges etc., Please confirm your specific acceptance for this clause.

We confirm our acceptance to all the above conditions without variation.

SIGNATURE OF THE CONTRACTOR  
"WITH STAMP"