

LAKSHADWEEP DEVELOPMENT CORPORATION LIMITED
27/1038 B, Panampilly Nagar, Kochi – 682 036
Phone: 0484-2323448/2323458, Telefax 0484-2310926, Fax: 0484-2322924
E-mail: amindivi@asianetindia.com
Website : www.ldcl.gov.in

TENDER NO.S/EKP/STMR/2012

05.12 2012

TENDER ENQUIRY

Tenders are invited from reputed companies to act as **Steamer Agent** at Kochi / Bepore / Mangalore Ports who fulfill the tender eligibility criteria laid down in this tender document, for M.V Elikalpeni The tender should be submitted in TWO BID SYSTEM (Technical Bid and Price Bid).

The tender shall be submitted strictly in accordance with the instructions, terms and conditions given in the tender document. Deviations are generally not acceptable, but, if any, shall be indicated clearly and conclusively.

Demand Draft for Rs. 30,000/- (Thirty Thousand only) drawn from a nationalized / scheduled bank in favour of Lakshadweep Development Corporation Ltd. payable at Ernakulam should be furnished towards EMD.

Bidders are requested to carefully read the enclosures before submitting the tender.

For Lakshadweep Development Corporation Ltd.

Managing Director

Enclosures:

1. Tender Notice - 1 page
2. General Terms & Conditions - 2 pages
3. Tender Enquiry Special Conditions for Two-Bid System - 1 page
4. Technical Bid - 1 pages
5. Model Agreement - 3 pages
6. List of deviations - 1 page
7. Solvency certificate format - 1 page
8. Scope of work - 2 pages
9. Price Bid (Part-II) - 2 pages
10. Particulars of Vessel - 1 page

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TENDER NOTICE

Tenders are invited from reputed **Steamer Agents to act as Steamer Agent** for Cargo Vessel, M.V ELIKALPENI at Kochi / Beypore / Mangalore Ports. Tender documents can be downloaded from 13th December, 2012 from the above website. The tenders can be submitted till 26.12.2012 at 2.00 P.M. and will be opened on 26.12.2012 at 2.30 P.M. Those who have office or working arrangement at respective port and minimum one year experience as Steamer Agent at respective port need to respond.

Bidders have option to submit their offers for single port or multi ports.

For further details, please visit our website www.ldcl.gov.in

Kochi - 36
05.12.2012

MANAGING DIRECTOR

GENERAL TERMS AND CONDITIONS

The following general conditions may be noted :

1. The steamer agency work is required for the smooth operation of M.V Elikalpeni, 2000 LPG Cylinder Carrier managed by Lakshadweep Development Corporation Ltd. at Kochi, Bepore and Mangalore Ports.
2. The tenderer should possess experience for a minimum period of one year as Steamer Agent during the last five years.
3. The tenderer should have own office and staff at the respective port in which they intend to bid.
4. The tenderer should be a registered Steamer Agent at the port they intend to bid.
5. Sub-contracting or arranging the steamer agency work through other agencies will not be allowed.
6. The successful tenderer should enter into a written agreement after the tender is awarded which alone will regulate the terms and conditions of agency work. The model agreement to be executed is enclosed with this tender document.
7. Charges for all works / services / supplies, should be quoted firm specific (rates / lump sum) and without any vagueness except for Government and port bills.
8. An EMD of Rs. Thirty thousand only in the form of Demand Draft drawn from a nationalized / scheduled bank in favour of Lakshadweep Development Corporation Ltd. payable at Ernakulam should be submitted along with Technical Bid. Tender without EMD will not be entertained and rejected summarily.
9. The EMD shall be returned to all unsuccessful tenderers as early as possible after awarding job. For successful tenderers, the EMD shall be retained as security deposit.
10. The Management reserves the right to accept or reject any tender without assigning any reasons and no correspondence in this regard will be entertained and decision of the Corporation in this regard will be final and binding.
11. Tenderer shall keep their offer valid for a period of 120 days from the date of opening of technical bid. Tenderer shall have no right whatsoever to withdraw or to modify the same in any way during this period. If they do so, EMD paid by them will be forfeited.
12. The rates to be indicated in figures as well as in words and the amount in words only will be taken into account in case of any variation.

13. The estimated No. of calls per year of the vessel in ports are - Kochi 15, Beypore 20, Mangalore 10. LDCL reserves the right to increase / reduce the No. of calls without assigning any reason whatsoever and does not give guarantee regarding any definite volume of work at any time or throughout the period of contract.
14. It is proposed to hold a pre bid discussion with all the bidders at LDCL Office, Kochi at 3.00 P.M. on 19.12.2012 to clarify any doubts required by the eligible bidders. The tenderers are advised to examine the tender document carefully and if there be or appear to be any ambiguity and / or discrepancy in documents or any clarification is needed on the tender document or if they require any clarification with regard to contract, these should be referred in writing during the pre bid meeting. It is to be noted that no queries / clarifications will be entertained after the pre bid discussion.
15. LDCL reserves the right to accept price bid offer of only such bidders whose technical bid is qualified. The decision of LDCL in this regard is final and binding on the bidder. The price bid of the bidder whose technical bid is not qualified will not be opened.
16. In case of an unscheduled holiday on the prescribed closing / opening day of bid, the next working day will be treated as the scheduled prescribed day of closing / opening the bid.
17. The lowest price bid on the basis of total amount for items listed in the price bid per year shall be considered as successful bid for the work described in this tender. The evaluation criteria are as per approximately expected figures given in Item 13 of scope of work (Enclosure 8). No conditional offers will be accepted. Price bid will be evaluated separately for individual ports. Bidders have option to submit their offers for single port or multi ports.
18. At the time of bid opening at LDCL Kochi office one authorized representative of each bidder will be permitted to be present provided such representative produces a letter duly signed by the bidder authorizing him to be present on behalf of the bidder
19. Power to relax - LDCL reserves the power to relax the qualifications prescribed in the tender in appropriate cases as found to be fit and proper.

LAKSHADWEEP DEVELOPMENT CORPORATION LIMITED
27/1038 B, Panampilly Nagar, Kochi – 682 036

TENDER NO.S/EKP/STMR/2012

05.12 2012

Tender Enquiry Special Conditions for Two-Bid System

(TECHNICAL BID) shall contain the following :

- a. Duly filled Technical Bid (Enclosure 4).
- b. Demand Draft for Earnest Money Deposit of Rs.30,000/-
- c. List of deviations, if any (Enclosure 6).
- d. Copy of Steamer Agent Licence at Kochi/Beyepore/Mangalore
- e. Copy of Company Registration Certificate
- f. Copy of Solvency Certificate for Rs. 3 Lacs issued by a Nationalized Bank within last three months.
- g. Copy of steamer agency experience document
- h. Copy of Pan card of the tenderer.
- i. Copy of Service Tax Registration Certificate of the tender.
- j. Copy for Proof of having office or working arrangement at Kochi / Beyepore / Mangalore.
- k. Any other details desired elsewhere in the tender document

(PRICE BID) shall contain the following details :

- a. The price bid shall be conclusive giving price break up of each item as desired in the format provided so as to arrive at the total expenditure without seeking any clarification from the bidder.
 - b. The applicable taxes, duties and levies if any shall be included in the rates quoted. Indications like 'extra' / 'as per rules' etc. are not acceptable.
 - c. The offer shall not have any open / counter conditions / claims for extra payments.
1. LDCL reserves the right to alter / modify the scope of work at their discretion and in consistence with the policy of the Govt. of India and statutory bodies under them as applicable to the contract from time to time.
 2. The technical bid alone shall be opened on the due date of the tender opening. The price bid shall be opened after the evaluation of the technical part. Technically qualified bidders shall be informed of the date of price bid opening separately later.
 3. Offers shall be clear and unambiguous. Incomplete / ambiguous offers are likely to be rejected. Similarly, offers not in compliance with the tender conditions / with counter conditions are also likely to be rejected.

TECHNICAL BID

| | | | |
|--|-------|---------|-----------|
| Name of the Firm | | | |
| Address of the Registered office of the firm | | | |
| Status of firm (Public Ltd. / Pvt. Ltd. / Proprietary / Partnership) | | | |
| Income Tax Registration / PAN No. | | | |
| Bank Solvency Certificate details | | | |
| Service Tax Registration No. | | | |
| E.M.D. details | | | |
| Name and address of Partners/Managing Director /Proprietor as the case may be | | | |
| Names of other shipping lines for whom the tenderer serve as Steamer Agent at present and Port | | | |
| | KOCHI | BEYPORE | MANGALORE |
| Office address / Name of the designated person with contact details | | | |
| Steamer Agency licence details | | | |
| Experience as Steamer Agent (No. of years) | | | |

Signature :

Seal

Name :

MODEL AGREEMENT

This agreement made this day of in the year **2012** between the **Lakshadweep Development Corporation Ltd.**, (A Govt. of India Undertaking), 27/1038 B, Panampilly Nagar, Ernakulam, Cochin – 682 036, Kerala, represented by its Managing Director (hereinafter called as **LDCL** which expression shall unless repugnant to the context include its successors and assigns) of the one part and M/s. represented by its (hereinafter called as **AGENT** which expression shall unless repugnant to the context include its successors and assigns) on the other part.

WHEREAS, the LDCL will be the technical Manager and fleet operation Manager of M.V ELIKALPENI intend to operate between Cochin/Beypore/Mangalore and Lakshadweep islands.

AND WHEREAS the Agent is appointed by LDCL to act as Steamer Agent at Cochin / Beypore / Mangalore Port for the above mentioned vessels managed by LDCL or their authorized representatives.

NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO as follows:

1. That both the parties agree to abide by the provisions in the Shipping/Custom Regulations/or any other statutory regulations promulgated by Government of India and or the U.T. of Lakshadweep from time to time while operating the vessels.
2. AGENT will have to liaise with LDCL/any other managers of the vessel/ representative of the company regarding arrival/departure of the vessel.
3. AGENT will have to liaise with Port Authorities and arrange pilotage for berthing of the vessel on its arrival and departure. AGENT will have to inform Customs, Port, MMD, PHO and all other concerned regarding the arrival/departure of the vessels and arrange for appropriate clearances from MMD, Customs and Port for departure. The Agent has to obtain and place all such outward clearances on board well before the sailing time as informed by the Master/authorized representative. He has to closely liaise with the vessel's personnel for all entry and exit.
4. AGENT will have to arrange to pay all Port and Customs charges for the stay of the vessel in the Port through existing LDCL accounts if any otherwise Agent has to pay the port charges directly. Thereafter the AGENT will forward all such statutory bills to LDCL on receipt from Port/Customs for record-reconciling accounts.
5. AGENT will have to arrange stevedoring for any loading/unloading of cargo of the vessel. The stevedoring charges would be as per the agreed rate given as Annexure which shall form and be acted upon as part of this agreement.

6. AGENT will have to undertake the C&F work and raise shipping bill whenever necessary and the charges would be as per agreed rates given at Annexure concerned.
7. AGENT will have to arrange for removal of garbage during vessel's stay at Port as per agreed rates given at Annexure concerned.
8. AGENT will have to arrange for laundry services whenever required as per agreed rates given at Annexure concerned.
9. AGENT will have to arrange fresh water supply as per requirement of the vessels at the agreed rate given at Annexure concerned.
10. AGENT will have to co-ordinate with Mercantile Marine Dept. Surveyors/ Port Health Officer for their visit to the ship. Charges towards MMD/PHO visit will be directly settled by LDCL and the conveyance charges for such visit would be billed by AGENT as per agreed rates given at Annexure concerned.
11. AGENT will have to arrange Port clearance, clearance for cargo related matters , renewal of de-rating certificate and medical chest certificate, etc.
12. Vessel's store and provisions and spares - AGENT will have to co-ordinate for timely delivery and despatch of vessel's stores and provisions as requested by the Master or LDCL. AGENT will be responsible to obtain all necessary permissions from concerned authorities whenever required. Any charges in this regard will be paid at actual on production of invoice.
13. Security arrangements - Agent will arrange the necessary port entry pass to the workshop personnel whenever required to attend various jobs on the vessels. As per the prevalent regulations if necessary AGENT would make the security arrangements for the vessels and charges would be reimbursed by LDCL.
14. AGENT will have to raise/forward bills for all items as serial 5 to 13 above on the vessel's call/departure. LDCL will agree to undertake payment within 30 days on receipt of such bills. Any dispute regarding settled bills/invoices should be raised within 60 days on receipt of payments. After that disputes will not be entertained.
15. AGENT will have to liaise with bunker supplier of LDCL for supply of fuel to the vessel.- Co-ordination charges for bunker will be paid by LDCL as per Annexure concerned.
16. LDCL agrees to pay AGENT an agency fee as per the agreed rate in Annexure as service charge per vessel entry and departure at Cochin/Beyport/Mangalore. AGENT has to forward bill towards the above for vessel's call and departure and LDCL agree to settle the bill within 30 days of receipt.
17. AGENT will be responsible for obtaining of necessary wharf entry permit for repair and service personnel intending to board the vessel for repair works.

18. Any other work directed to be performed not expressly mentioned in the schedule of work, however required for the smooth and safe operation of the vessels would be performed by AGENT. The cost of the same to be billed separately at actuals.

19. Any or all disputes out of or in relation to this agreement shall be settled by mutual discussions and in the event of failure to do so such dispute shall be referred to Managing Director, Lakshadweep Development Corporation Ltd. who is the sole Arbitrator for settling such dispute and whose decision shall be final and binding. The contract will be governed by the laws of India for the time being in force and amended or made from time to time and the Courts within whose jurisdiction the main office of Corporation situated (Kochi) alone will have jurisdiction.

20. This **Agreement is valid for a period of one year w.e.f.** extendable for 3 years *on mutual consent*. This Agreement can be terminated by giving three month's notice on either side.

For and on behalf of
LAKSHADWEEP DEVELOPMENT CORPORATION LTD.

For and on behalf of

Witness

Witness

1.

1.

2.

2.

LIST OF DEVIATIONS

Ref : TENDER NO.S/EKP/STMR/2012

We have taken the following deviations from the standard clauses mentioned in the Tender.

List of Deviations and their Financial and other implications.

SOLVENCY CERTIFICATE

.....BANK
H.O.....
.....BRANCH

To

Date :.....

LAKSHADWEEP DEVELOPMENT CORPORATION LTD.
PANAMPILLY NAGAR
KOCHI.

Sub: Capability/ Solvency Certificate in respect of M/s.

This is to certify that in our opinion and to the best of our knowledge and information available on the records of Bank as on....., M/s..... carrying on business at with Shri..... as a proprietor/ Partners/ Directors is capable of undertaking contract works to the extent of Rs..... (Rupees..... only).

For.....

.....Branch.

Manager/ Senior Manager.

BANK's STAMP

SCOPE OF WORK

The scope of work is as follows :

1. Liaisoning with port authorities for berthing, departure, shifting of the vessel
 - a) Payment of port dues
 - b) Payment of pilotage charge
 - c) Hiring of boats (when required)
2. Loading /Unloading of Cargo/Stevedoring
3. Arrange for custom clearance (when required).
4. Supply of fresh water
5. Garbage removal from the vessel
6. Co-ordinate for fuel oil bunker supply
7. Port Health Officer inspection.
8. Clearing & Forwarding
9. Shifting of oil barrels and LPG cylinders & lashing
10. Laundry services to be arranged as per vessels' requirement.
11. Any other work entrusted by LDCL from time to time in connection with the operation of the vessel.
12. Evaluation of price bid. (Price bid will be evaluated on the basis of yearly expenditure as per the following data)
 - a) No. of calls - 15 (Kochi), 20 (Beyppore), 10 (Mangalore) per year
 - b) Motor boat hiring - 4 days (Kochi, Beyppore & Mangalore) per year
 - c) Dingi boat - 10 days (Kochi, Beyppore & Mangalore) per year
 - d) Fresh water :
 - Truck - 30 tonnes per call (Kochi, Beyppore & Mangalore)
 - Barge - 60 tonnes per call (At berth)
 - e) Customs clearance - 6 per year ((Kochi, Beyppore & Mangalore)
 - f) Garbage removal - 3 cubic meter every call
 - g) C&F Bill - 1 every call
 - h) PHO inspection - 6 inspections per year
 - i) Cargo area cleaning - 1 per call
(Average of soap wash + sweeping charges + cleaning with saw dust)
 - j) Bed sheet }
k) Bath towel } - 10 Nos. each per call
l) Face towel }
m) Curtain and cushion cover }
n) Blanket } - 4 per call
 - o) Local conveyance - 10 km per call and 5 hours per call
 - p) Fresh water and bunkering co-ordination - Every call
 - q) Customs Clearance - 5 per year
 - r) Stevedoring charges - 50 MT per call
 - s) Shifting of cargo - 50 MT / 2 gang per call
 - t) Shifting of plywood - 40 Nos. per call

| | | |
|------------------------------------|---|-----------------------------|
| u) Loading of LPG cylinders | - | 2000 LPG cylinders per call |
| v) Loading of petroleum products | - | 200 barrels per call |
| w) Unloading of empty LPG cylinder | - | 2000 LPG cylinders per call |
| x) Unloading of empty barrels | - | 200 barrels per call |
| y) Shifting of barrels | - | 200 barrels per call |
| z) Shifting of LPG cylinders | - | 2000 LPG cylinder per call |
| aa) Engagement of watchman | - | 1 day / call |
| ab) Rigging of crane | - | 1 per call |
| ac) Lashing/Unlashing | - | 1 per call |

PRICE BID

Quote in Indian Rupees (Both in words and in figures)

| | | KOCHI | BEYPORE | MANGALORE |
|----|---|-------|---------|-----------|
| 1 | Agency fees per call | | | |
| 2 | Hiring of boats a) Motor boat per day b) Motor boat per hour c) Dingi boat per day | | | |
| 3 | Custom Clearance per call | | | |
| 4 | Supply of fresh water a) Rate per tonne by truck b) Rate per tonne by barge at berth | | | |
| 5 | Removal of garbage per cubic meter | | | |
| 6 | Co-ordination charges for bunker per supply a) Fuel b) Water | | | |
| 7 | C & F charges per bill | | | |
| 8 | Shifting of Plywood per No. | | | |
| 9 | Shifting of Cargo per Tonne | | | |
| 10 | Mooring / unmooring per movement | | | |
| 11 | Loading of filled LPG cylinder per cylinder | | | |
| 12 | Loading of petroleum oil products barrels per barrel | | | |
| 13 | Unloading of empty LPG cylinder per cylinder | | | |
| 14 | Unloading of empty barrels per barrel | | | |
| 15 | Shifting of petroleum oil products barrels per barrel | | | |
| 16 | Shifting of LPG cylinders per cylinder | | | |

| | | | | |
|----|--|--|--|--|
| 17 | Cargo area cleaning | | | |
| 18 | Sweeping per time | | | |
| 19 | Cleaning saw dust | | | |
| 20 | Lashing charges per shift | | | |
| 21 | Crane operation per shift | | | |
| 22 | Engagement of watchman (if required) per day | | | |
| 23 | Laundry charges a) Bed sheet per piece b) Pillow cover per piece e) Blanket per piece f) Curtain per piece g) Cushion cover per piece h) Transportation charge if any per trip | | | |
| 24 | Conveyance charges per visit a) MMD visit on board b) PHO visit on board c) Customs visit on board | | | |
| 25 | Conveyance charge Per KM (AC car) a) Local b) Long Distance | | | |
| 26 | Key conveyance charge for bunker | | | |

PARTICULARS OF VESSEL

| | |
|------------------|------------------------------|
| Type of Vessel | 2000 L.P.G Cylinder carrier |
| Port of Registry | Kochi |
| Length Overall | 57.5 m |
| Length BP | 37.8 m |
| Breadth (MLD) | 9.5 m |
| Depth (MLD) | 3.5 m |
| Main Engine | Cummins Diesel |
| Deadweight | 224Tonnes |
| Speed | 10.61 Knots |
| GRT | 466 |
| NRT | 140 |
| No. of cranes | 2 Nos. 2 tonne capacity each |
| Year of Built | 2012 |
| Classification | Indian Register of Shipping |