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TENDER DOCUMENT

Department of Port Shipping & Aviation, UT of Lakshadweep Administration, Kavaratti invites competitive E-Tender from reputed Ship Tanker Companies for charter of ship tanker for transportation of various Petroleum products from Kochi port to Kavaratti and Minicoy islands in Lakshadweep for a period of 2 years subject to the terms and conditions of this tender document.

TERMS AND CONDITIONS

1) Name of Work

- a) Name of work is “Transportation of various Petroleum products from Kochi port to Kavaratti and Minicoy island in Lakshadweep”.

2) Definitions

- a) **Charterer** means Department of Port Shipping & Aviation, UT of Lakshadweep Administration, Kavaratti.
- b) **Bidder** means any bidder participating in this tender.
- c) **Successful Bidder** means bidder selected by the charterer to execute the contract as per this tender.
- d) **Contractor** means successful bidder to whom confirmed work order has been issued by the charterer.
- e) **Contract Year** means the year starting from the date of commencement of contract as per this tender document.
- f) **Cargo** means various petroleum products.
- g) **Applicable Law** means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this agreement and during the subsistence thereof, applicable to the contract.

3) Scope of Work

- a) Transportation of cargo from Kochi port to Kavaratti and Minicoy island in Lakshadweep as per following monthly requirements:

Month	Kavaratti (in KL)			Minicoy (in KL)		
	<i>HSD</i>	<i>ATF</i>	<i>Petrol</i>	<i>HSD</i>	<i>ATF</i>	<i>Petrol</i>
January	351.8	30	40	248.1	2.4	24
February	334.6	30	40	236.2	2.8	24
March	352.9	35	40	248.0	3.2	24
April	343.2	30	40	241.9	2.0	24
May	355.0	35	40	247.3	3.2	24
June	292.6	40	40	211.0	3.2	24
July	301.6	45	40	217.0	3.2	24
August	301.1	40	40	217.0	2.0	24
September	303.8	40	40	221.5	2.4	24
October	354.2	30	40	248.1	1.8	24
November	344.7	30	40	241.9	3.0	24
December	353.5	30	40	248.0	2.8	24
Yearly	3989	415	480	2826	32	288

- b) The **monthly minimum guarantee** of each product for transportation is as given below:

Island Port	Kavaratti (in KL)			Minicoy (in KL)		
	<i>HSD</i>	<i>ATF</i>	<i>Petrol</i>	<i>HSD</i>	<i>ATF</i>	<i>Petrol</i>
Minimum guarantee per month (in KL)	290	30	40	200	2	24

- c) The time of transportation of cargo to each island will be at the decision of charterer, depending upon the availability of storage tank space in the islands.

d) Following are the shore storage tank capacities available in the islands:

	Storage at Kavaratti Island			Storage at Minicoy Island		
	MS Product	ATF	HSD	MS Product	ATF	HSD
Capacity	20KL	2x50KL	3x355KL	50KL	2x50KL	3x355KL
Diameter of pipeline from Jetty	80mm	100mm	150mm	80mm	100mm	150mm
Pumping Capacity	30 KL/Hr	50 KL/Hr	120 KL/Hr	30 KL/Hr	50 KL/Hr	120 KL/Hr
Length of pipeline from Jetty to tank	416m	413m	420m	565m	645m	610m

e) Navigation restrictions of vessel in Ports of Delivery (POD):

- i) Berthing facilities for ships are available inside the lagoon in west side of the island (POD).
- ii) Shore Storage tanks can receive the products from the jetty where ship is berthed.
- iii) Ships with maximum length of 60m, beam of 12m and draught of maximum 2.4 m to 2.5 m during high tide, can only be operated inside Kavaratti & Minicoy ports due to shallow water and turning circle restrictions. Entry to Ports of Delivery would depend on tide.

4) Availability of Tender documents

- a) Tender documents shall be available for downloading in the official website of Lakshadweep Administration viz. www.lakshadweep.nic.in.
- b) Charterer reserves all rights to change/alter/modify any of the conditions of this Tender Document or to cancel this tender as a whole at any point of time even without assigning any reason and any such change/alteration/modification or cancellation of tender shall be updated in the above website. Hence bidders shall regularly watch the website for updated information.

5) Time Schedule for Bidding

- a) Time schedule for obtaining bid documents, submission of bids and opening of bids is as follows:

#	Particular	Date	Time
1	Bid Document available for downloading from	19 th April, 2018	
2	Pre-bid discussion	7 th May, 2018	14:00
3	Bid Document available for downloading up to	28 th May, 2018	17:00
4	Last date & Time for submission of Bid	29 th May, 2018	17:00
5	Tender Opening	30 th May, 2018	11:00

- b) If the bid opening date given above falls to be a holiday, the opening of bid shall be held on the next working day.
- c) Charterer reserves right to alter the date of opening of Bid without assigning any reason and any such alteration shall be updated in the administration's official website.

6) Pre-Qualification Criteria for Bidder

- a) Registration/License for Business/Transaction:
Bidder shall be a registered individual/organization/joint venture/company with the Central Government or any of the State/UT Government and shall have a valid license/authority for the indented services in this tender document. Copy of valid Registration Certificate/License shall be submitted along with the bid.
- b) Commercial/Service Tax/GST Registration:
Bidder shall be registered with Commercial/Service Tax Department of the Central Government or any of the State/UT Government and shall have a valid GST Number. Copy of valid GST Registration Certificate shall be submitted along with the bid.
- c) Income Tax Registration:
Bidder shall be registered with Income Tax Department and shall have a valid PAN/TIN Number. Copy of valid PAN/TIN Card shall be submitted along with bid.
- d) Commercial Tax/CST/GST Clearance:
Bidder shall not be defaulter for remittance of Tax. Bidder shall submit along with bid a copy of any of the following documents.
- i) Tax clearance certificate for the last financial year issued by Tax Department, with whom bidder is registered or
 - ii) Copy of Returns filed by the bidder to the Tax Department, with whom bidder is registered or

- iii) Self-Declaration with documentary evidence, if any, as exempted from payment of tax.
- e) **Income Tax Clearance:**
Bidder shall not be defaulter for remittance of Income Tax. Bidder shall submit along with bid copy of any of the following documents
- i) Tax clearance certificate for the last financial year issued by Income Tax Department or
 - ii) Copy of Income Tax Returns filed by the bidder to Income Tax Department or
 - iii) Self-Declaration with documentary evidence, if any, as exempted from payment of Income Tax.
- f) **Financial capability:**
Bidder shall be financially capable to undertake the contract of this tender. Bidder shall submit along with bid copy of Audit Statement or Auditor's Certificate showing financial transactions during last three years and should have positive net worth during the immediate preceding financial year. In case a bidder does not have a positive net worth as required during the immediate preceding financial year, it should provide a Letter of Comfort from Scheduled Banks/ reputed lending financial institutions indicating to provide necessary financial support (at least 60% of the value of the contract) to execute the project as per the format prescribed in **Annexure-I**.
- g) **Not to be a blacklisted/debarred party:**
Bidder shall not be either blacklisted or debarred by Central Government or any of the State/UT Government. A self-declaration to this effect shall be submitted along with Bid.
- h) **Experience:**
Bidder participating shall have experience during last three years for the intended service/work or similar to any of the Government/PSU/reputed firm. Bidders shall submit along with bid copy of work orders and/or sanction orders/ work completion certificate issued by such institution.
- i) **Infrastructure:**
Bidder shall provide the details of vessels owned/leased/available for hire during the contract period. In case of vessel brokers, valid authorization letter from the vessel owner authorizing to quote shall be submitted along with the bid. The vessel offered shall be fit/legal in all respect for operation in the sector. The Charterer has no objection with regard to Class/Flag of the vessel as long as it remain legal for the intended work.

- j) Bidder shall be allowed a lead time of 90 days from the effectiveness of the contract agreement to position the vessel at the disposal of the Charterer for the work.
- k) Adhere with tender conditions

Bidder shall confirm/adhere to all the terms and conditions set forth in this tender documents and shall furnish acknowledgement of tender documents as per pro forma in **Annexure-II**.

7) Tender Fee/Cost of Tender Form

- a) Tender Fee/ Cost of Tender Form is Rs.500/- (Rupees Five Hundred only) including all taxes.
- b) Each Bidder shall remit Tender Fee/ Cost of Tender Form to the Bank Account of the Charterer.
- c) Copy of Bank Remittance Slip towards Tender Fee/ Cost of Tender Form shall be uploaded/attached with the Bid.
- d) Bidders who are exempted from payment of Tender Fee/ Cost of Tender Form shall submit the documentary evidence to that effect.
- e) Tender Fee/ Cost of Tender Form once remitted by the bidder shall not be refunded under any circumstances.

8) Mode for submission of Bid

- a) Bids shall be submitted in the e-tender mode through the website www.tenderwizard.com/UTL. Formalities for Registration, submission of bids, etc. are available in this website itself.
- b) Bids submitted by any other means shall not be considered.
- c) Enclosures submitted along with the Bid shall be serially page numbered.
- d) Hard copy of all the documents, except the price bid, uploaded by the bidders shall be sent to this office by post/by hand so as to reach this office within one week of scheduled opening date of the tender.

9) **Bid System**

- a) The bid is invited in Two Bid System. Bidder shall submit the Technical Bid and Financial Bid separately.
- b) **Technical Bid:**
Format for submission of Technical Bid is attached as **Annexure-A** (Address of Bidder, Cost of Tender Form & EMD, Pre-Qualification Criteria for Bidders, etc.). Technical Bid as per Format in Annexure-A shall be properly filled with enclosures and uploaded/submitted along with the Bid.
- c) **Financial Bid:**
Format for submission of Financial Bid is attached as **Annexure-C**. The Financial Bid as per Format Annexure-C shall be properly filled and submitted/uploaded in the e-tendering website.
- d) A pre-bid meeting will be held in the office of the M/s. Lakshadweep Development Corporation Limited, 56/2366 (Old No.27/1038B), Panampilly Nagar, Ernakulam, Kochi-682036 on 7th May 2018. Interest bidders shall give prior intimation on or before 2nd May 2018 with details of organization & participants by e-mail to lk-ports@nic.in. Subject of email shall be specifically mentioned "Pre-Bid Meeting on 7th May 2018.

10) **Bid Security/ Earnest Money Deposit (EMD)**

- a) EMD for the Services intended in this tender is Rs 70,32,000/- and shall be remitted to the Bank Account of the Charterer. Copy of Remittance Slip shall be attached with the Bid.
- b) EMD of unsuccessful bidder shall be released/ refunded after finalization of the tender and awarding of work to the successful bidder.
- c) EMD of successful bidder shall be released/ refunded only after receipt of Performance Guarantee/ Security Deposit and execution of contract agreement as per this tender document.
- d) EMD shall not bear any interest under any circumstances and bidder shall not have any right to claim interest on EMD.
- e) EMD of successful bidder, who fails to submit Performance Guarantee/ Security Deposit or execute contract agreement within the stipulated timeframe as per this tender document shall be forfeited and remitted into Government account.
- f) Charterer reserves all rights to realize any sum of amount from the EMD as Liquidated Damage/ Penalty to be charged from the bidder as per this tender document.

11) Validity of Bids

- a) Bids once submitted can be withdrawn or modified till the last date for submission of bids.
- b) Bidder cannot withdraw or modify his bid after the last date for submission of bids.
- c) Bids available as on the last date for submission of bids shall be valid till finalization of the tender by Charterer.
- d) EMD of bidders, who withdraw or modify their bid after due date but before finalization of tender, shall liable to be forfeited.
- e) The Commercial Bid shall remain valid for a period of **120 days** from the date of opening of the Commercial bid.

12) Opening of Bids

- a) Bids shall be opened by a Tender Opening Committee duly constituted by the Charterer.
- b) Bids shall be opened at Directorate of Port Shipping & Aviation, Kavaratti, Lakshadweep – 682 557 on the date & time mentioned above.
- c) Bids shall be opened in the presence of bidders or their authorized representatives, whoever may present at the place, date & time of bid opening.

13) Evaluation of Bid

- a) There shall be a Tender Evaluation Committee (TEC) constituted by Charterer for evaluation of the Bids.
- b) Technical Bid and Financial Bid shall be evaluated separately by the TEC.
- c) Initially the Technical Bid shall be evaluated and Financial Bid of only those who qualify in the Technical Bid will be considered for opening and evaluation.
- d) Bidders Qualification shall be evaluated. Bidders shall qualify in all the criteria prescribed under the clause Bidders Qualification in this tender document. Those, who do not qualify any of these qualifications in full or in part, shall not be considered for second stage.
- e) TEC reserves all rights to ask the bidders to submit any missing documents or ask clarification on the documents already submitted by the bidders so as to avoid disqualifying any bidder due to meager negligence. But TEC shall exercise this right impartially, only if there is sufficient reasons to do so, to protect the interest of the Government.
- f) Financial Bids of the bidders those who qualify in Technical Bid evaluation shall only be considered for Financial Bid evaluation. L1 shall be determined on the basis of total contract value of rates quoted for minimum guaranteed quantity, subject to reasonable rates quoted for the work.

14) Letter of Intent (LOI)

- a) After finalization of the tender, Charterer will issue Letter of Intent to the successful bidders by registered post and email. A copy of the same shall also be published in the official website of Lakshadweep Administration.
- b) Successful bidder, within 15 days from date of issue of LOI through email, shall submit the Contract Agreement in the format attached with LOI after appending signature of the bidder and their two witness duly attested by a Notary.
- c) If the successful bidder fails to submit the duly signed Contract Agreement within the stipulated timeframe, it shall be considered that the bidder has withdrawn from the bid and consequential action shall be initiated against the bidder.

15) Contract Agreement and Confirmed Supply Order

- a) Successful bidder shall execute a contract agreement with the Charterer to carry out the work intended in this tender.
- b) Contract Agreement shall be executed in Rs.100/- Stamp paper and cost of stamp paper shall be borne by the bidder.
- c) Contract Agreement shall be signed by the bidder and their two witnesses, which is to be attested by any Notary. The Agreement duly signed and attested by the Notary shall be forwarded to the Charterer for signature by the representative of the Charterer and witnesses in the presence of Executive Magistrate.
- d) The date of signature of Contract Agreement by the Charterer shall be considered as the effective date of Contract Agreement.
- e) After effectiveness of the contract agreement, bidder shall be responsible for transport of cargo as intended in the tender.

16) Performance Guarantee/Security Deposit (PG/ SD)

- a) Successful bidder shall submit Performance Guarantee/ Security Deposit equal to 5% of the total value of the contract for 2 years based on rates quoted by bidder for minimum guaranteed quantity.
- b) PG/SD shall be submitted by means of Bank Guarantee from any nationalized bank.
- c) PG/ SD shall be valid till 3 months after expiry of contract.
- d) PG/ SD shall be released only after completion of all contractual obligations as per this Tender document, Letter of Intent and Contract Agreement.
- e) PG/SD shall not bear any interest under any circumstances and bidder shall not have any right to claim interest on PG/SD.
- f) PG/SD of the bidder, who fails to comply with the conditions of Tender document, Contract Agreement and Letter of Intent shall be forfeited and remitted into Government account.
- g) Charterer reserves all rights to realize any sum of amount from the PG/SD as Liquidated Damage/ Penalty to be charged from the bidder as per this tender document.

17) Validity of Contract

- a) Contract shall be valid for a period of two years from the date of effectiveness of Contract Agreement and extendable for one year subject to satisfactory performance/requirement.
- b) Contractor shall be responsible for the intended work as per terms & conditions during the entire period of contract agreement.
- c) Contract period can be extended or reduced before expiry of the validity period of contract or re-agreement can be executed after expiry of the validity period of contract subject to mutual consent basis.

18) Delivery

- a) Port of Delivery of cargo are Kavaratti and Minicoy islands in Lakshadweep.
- b) Contractor shall ensure to deliver the monthly minimum guaranteed quantity as per the requirement of the Charterer. However, time for transportation in each month will be decided by the Charterer depending upon availability of storage.
- c) Charterer will be responsible to insure the cargo. However, the safety of cargo during transportation for any loss/theft, due to natural or otherwise, will be the responsibility of the Contractor.
- d) Advance intimation on the time schedule for transportation of cargo for each Port of Delivery will be given to the Contractor each month. If there is delay in providing transportation, except under force majeure conditions, penalty/LD will be imposed as per the tender.

19) Force Majeure

- a) Delay from the side of Contractor for execution of any of the conditions of the contract agreement under force majeure conditions like natural calamities or any other similar situations like non availability of cargo to be provided by the Charterer shall be condoned subject to proper justification furnished by the Contractor in due course of time. However, the decision of Charterer in this respect shall be final.

20) Penalty/ Liquidated Damages / Compensation

- a) If the Contractor fails to transport the cargo within the stipulated time frame, liquidated damage @0.5% of the transportation cost of minimum monthly guaranteed quantity per day or part thereof subject to maximum of 10% will be charged from the Contractor.
- b) If the Contractor fails to transport the minimum monthly guaranteed quantity, liquidated damage @0.5% of transportation charge of minimum monthly guaranteed quantity for such deficiency in quantity for each full one percent (1%) or pro-rata will be charged from the Contractor.
- c) Liquidated Damage/ Penalty for delay in delivery of deficiency in quantity etc. shall be charged separately and are mutually independent.

- d) If the Charterer fails to receive / arrange minimum monthly guaranteed quantity, the Contractor shall be paid compensation @5% of transportation charge of quantity in shortfall to the minimum monthly guaranteed quantity to compensate for the shortfall.

21) **Payment Terms**

- a) Contractor shall submit the bills on monthly basis along with work done certificate as per prescribed format and issued by the officers concerned.
- b) Payment shall be released only after getting the certificate from the authorized officer to the effect that work has been carried out as per tender, letter of intent and contract agreement.
- c) Payment shall be released after deducting/adjusting the Liquidated Damages/Penalty, Tax and any other dues due to the Government.
- d) Advance or part payment shall not be made under any circumstances and enhancement of rate shall not be entertained during Contract period.

22) **TDS & Other Taxes**

- a) Income Tax at the prevailing rate as per rules shall be deducted from the payment to the Contractor, for which TDS Certificate as per prevailing rules shall be issued.
- b) Any change in Tax rate shall be made applicable as per rules while releasing the payment to the Contractor.

23) **Arbitration**

- a) The tender, supply order and contract agreement to be executed shall be governed by Indian Laws.
- b) In the event of any dispute or difference between the parties hitherto, such dispute or difference shall be resolved amicably by mutual consultation or through the good office of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be appointed by the Administrator, UT of Lakshadweep. The award of the arbitrator shall be binding upon the parties to the dispute. Provided however any party aggrieved by such award may make a further reference for setting aside or revision of the award to appropriate authority in Kavaratti, UT of Lakshadweep whose decision shall bind finally and conclusively. The arbitration shall be carried out in English language.

24) **Jurisdiction**

- a) The dispute, if any, between the parties shall be settled at District & Sessions Court, Kavaratti, UT of Lakshadweep and contract shall be interpreted under Indian laws.

25) Termination Contract

- a) Violation of any of the conditions of tender document or letter of intent or contract agreement to be executed shall entail cancellation of tender/ contract and initiate legal action against the Contractor including the blacklisting the firm.
- b) Charterer reserves all rights to cancel the tender/ contract in full or in part at any time even without assigning any specific reason.

26) Address for communication & Bank Account Details

- a) Address for communication of the Charterer is as follows.

The Director
 Department of Port Shipping & Aviation
 Coral Bhavan, Shanti Path.
 UT of Lakshadweep, Kavaratti – 682 555.
 Phone 0489626 2295
 email: lk-ports@nic.in

- b) Bidder shall submit his address for communication containing valid email address along with the Technical Bid.
- c) Any communication to the bidder/ successful bidder shall be made through post as well as email. Date of successful sending of email shall be reckoned as date of communication for the purposes of this tender.
- d) Bank Account details of the Purchaser is as given below

Name of the Account Holder (s)	Director Port, Shipping & Aviation, Assistant Engineer(Shipping)
Account Number	99502210028888
IFSC Code	SYNB0009950
Name of Bank & branch	Syndicate Bank, Kavaratti.

- e) Bidder shall furnish his Bank Account details in the above format along with Technical Bid.

Annexure-A

Technical Bid

Sl. No.	Element	Whether Attached / uploaded (Yes/ No)	Remarks
1.	Address of the Bidder		
2.	Bank Accounts Details of Bidder		
3.	Cost of Tender Form		
4.	EMD		
5.	Copy of Registration/ License for Transaction/ Business		
6.	Copy of GST Registration Certificate		
7.	Copy of PAN/ TIN Card		
8.	Copy of VAT/CST Clearance		
9.	Copy of Income Tax Clearance		
10.	Financial capability		
11.	Declaration on not blacklisted/ debarred		
12.	Experience		
13.	Declaration on adherence with tender conditions		
14.	Infrastructure (details of vessels)		
15.	In case of vessel brokers, valid Authorization Letter from vessel owners authorizing to quote.		

Annexure-B**Commercial Bid**

Particulars	Rate quoted per KL (in Indian Rupees)
Cost of Transportation of POL products from Kochi to Kavaratti	
Cost of Transportation of POL products from Kochi to Minicoy.	

ANNEXURE-I

(FORMAT FOR COMFORT LETTER FROM BANK)

<Bank Name & Address>

Sir,

This is to confirm that our Client, _____ <Name of Shipyard> maintains bank accounts with us and is in good standing with our bank.

As informed by our Client, for bidding for the _____ (Name of Project), the Client has to submit a Comfort letter from the bank.

At his instructions, we, (bank name & address), with full authority and mandate hereby confirm that said Client is financially able to mobilise an amount of Rs. _____ being (60%) of the Contract value for which the bank will provide financial assistance as required by the Client

We, (client's bank), confirm to transfer the referenced amount as per instructions of our Client.

We certify that our Client, named above, has credit facilities with our bank to complete the proposed (Name of project) within the time period specified.

Our Client hereby gives authority to the Ship Owner to procure usual banker's references from the authorised officer of the Bank <Full name and designation of the bank officer>.

Yours sincerely,

.....

Signature by a senior level bank officer

Full name of the signatory:

Designation of the signatory:.....

Clients' Name as written in account:.....

Account No / IBAN:.....

Bank Telephone No:.....

Bank's Fax No:.....

Bank SWIFT / Sort Code:.....

Bank stamp / seal:

ANNEXURE II

PROFORMA ACKNOWLEDGEMENT OF TENDER DOCUMENT

Date:

To

The Director
 Department of Port Shipping & Aviation
 Coral Bhavan, Shanti Path.
 UT of Lakshadweep, Kavaratti – 682 555.
 Phone 0489626 2295
 email: lk-ports@nic.in

Sub: Charter of ship tanker for transportation of various Petroleum products from Kochi port to Kavaratti and Minicoy islands in Lakshadweep.

We hereby acknowledge receipt of a complete set of Tender documents on the above subject. We hereby confirm that this set of Tender Document has been purchased on behalf of the

M/s.

and also note that only the above mentioned Company is entitled to participate in the tender using this set of document.

We have noted that the last date for submission of tender is **xx.xx.2018** (1700 Hrs. I.S.T).

We also confirm our acceptance of all the Terms and conditions set forth in the subject Tender documents.

Thanking you,

Yours faithfully,