

TENDER
FOR DEPLOYMENT OF OFFICERS
ON MOTOR BARGE, SUHELI



TENDER NO. S/MB-Suheli/Mgmt/2010

ISSUE OF TENDER DOCUMENT	- 26 TH JULY 2010 TO 14 TH AUG.2010
PRE BID MEETING	- 06 TH AUGUST AT 3.00 P.M.
LAST DATE OF RECEIPT OF TENDER	- 16 TH AUGUST 2010 AT 2.00 P.M.
DATE OF TENDER OPENING	- 16 TH AUGUST 2010 AT 2.30 P.M.

Important Note: -

Bidders who download tender document from the website of the Corporation www.ldcl.net, should attach Demand Draft for Rs. 1000/- drawn in favour of THE GENERAL MANAGER, Lakshadweep Development Corporation Ltd. on any scheduled bank payable at Ernakulam towards cost of tender document along with technical bid.

LAKSHADWEEP DEVELOPMENT CORPORATION LTD.

(A Govt. of India Undertaking)

27/1038 B, Panampilly Nagar, Ernakulam

Kochi - 682 036. E-mail :-amindivi@asianetindia.com

Website www.ldcl.net

TENDER ENQUIRY

Sealed tenders are invited from experienced resourceful and bonafide ship management companies for deployment of qualified Merchant Navy officers on M.B.Suheli owned by Union Territory of Lakshadweep.

The tender shall be submitted in two bid system. The tender shall be submitted strictly in accordance with the instruction, terms and conditions given in tender documents. Deviations are generally not acceptable but if any, shall be indicated clearly and conclusively in the list of deviation specified in tender document.

The last date and time for submission of tender and the opening of technical bid is given on the cover page. Bidders are requested to carefully read the tender conditions before submitting the tender.

Sd/-

Managing Director

Enclosures :

1. List of documents attached with tender document
2. Introduction
3. General Rules and Conditions
4. Technical Bid
5. Proforma Performance Guarantee
6. Model Agreement
7. List of Deviations
8. Price Bid
9. Annexure 1

Following documents are attached along with the tender form:

1.	Introduction	1 Page
2.	General Rules and Conditions	4 Pages
3.	Technical Bid	2 Pages
4.	Proforma Performance Guarantee	2 Pages
5.	Model Agreement	12 Pages
6.	List of Deviations	1 Page
7.	Price Bid	2 Pages
8.	Annexure 1	1 Page

INTRODUCTION

The Union Territory of Lakshadweep Administration has authorized Lakshadweep Development Corporation Limited to operate M.B. Suheli. Lakshadweep Development Corporation Limited intends to appoint a manning contractor for deployment of qualified Merchant Navy Officers on this vessel through competitive bidding system. The contract will be for a period of two years from the date of award of contract and extendable by one more year.

The intending tenderer must be conversant with the requirements and the prevailing maritime regulations regarding the employment of officers on Indian flag vessels.

Tenderer is expected to understand the requirements and scope of Merchant Shipping Act 1958 (Govt. of India), STCW-95 convention / ISM & ISPS codes and other labour rules relating to employment of seafarers.

Tenderer shall be conversant with the prevailing regulations regarding seamen provident fund & welfare fund and assist Lakshadweep Development Corporation Limited for compliance of such requirements.

The tenderer shall handle all such matters relating to the Master & crew for computing & payment of wages, allowances, re-imbursements if necessary as authorized by Lakshadweep Development Corporation Limited and maintaining the article of agreement for all categories. The Manning Contractor shall settle the wages of the Master and Crew promptly every month.

The Corporation is keen on protecting the welfare of those employed on board while keeping the operating expenses of the vessel low as possible.

For Lakshadweep Development Corporation Ltd.

Sd/-

Managing Director

Date : 22.07.2010

Place: Kochi

**TENDER FOR DEPLOYMENT OF OFFICERS ON
M.B .SUHELI**

GENERAL RULES AND CONDITIONS

1. Tender documents will be available on sale for a price of Rs. 1000/- from the office of the Managing Director, Lakshadweep Development Corporation Ltd., 27/1038 B, Panampilly Nagar, Kochi 682 036 or can be downloaded from website www.ldcl.net from 26.07.2010 to 14.08.2010. Tenderers using downloaded forms must attach a D.D of Rs.1000/- in favour of Lakshadweep Development Corporation Ltd. along with the technical bid towards cost of tender documents. Those who download the tender document and intend to participate in the bid should inform LDCL by mail or fax.
2. An Earnest Money deposit of **Rs. 1.50 Lacs (Rupees One Lac Fifty Thousand)** in the form of Demand Draft from a Nationalized Bank drawn in favour of the Corporation should be enclosed with the Technical bid. Tenders received without EMD will be rejected. E.M.D. of successful bidder will be returned after execution of the Bank Guarantee. EMD to the other bidders will be returned on finalization of the bid/ technical disqualification.
3. **Experience and qualifications of the tenderer –**
 - a) The tenderer must have valid ISO 9001:2000 Quality Management certification
 - b) The tenderer must have valid Recruitment and Placement Service License as stipulated by DG Shipping, Govt. of India.
 - c) The tenderer must have necessary experience of Manning / Management of minimum 1 ocean going vessels of above 100 GRT for 2 years during last 5 years.
 - d) The tenderer shall be equipped with fax, internet facility and phone and office in Kochi.
 - e) The tenderer shall have adequate number of Merchant Navy officers in their roster.
4. The tenderer is required to submit the bid in two parts -

(1) Technical bid (2) Price bid

in two separate sealed covers superscribing “**Tender for Deployment of officers on M.B. SUHELI**”. Both bids have to reach the Corporation’s Kochi office before **2.00 P.M. on 16.08.2010.**

The tenders which do not enclose the following along with **Technical bid** shall be summarily rejected:

1. Duly filled and signed Technical Bid.
2. Earnest Money Deposit of Rs. 1.50 Lacs - Demand Draft drawn in favour of Lakshadweep Development Corporation Ltd. payable at Ernakulam.

3. Audited Profit & Loss A/c and Balance Sheet for the last three years and copy of PAN card.
4. Proof of experience – Manning of minimum 1 ocean going vessels of above 100 GRT for the 2 years during last 5 years.
5. Valid Recruitment and Placement Service License as stipulated by DG Shipping, Govt. of India.
6. Copy of valid ISO 9001:2000 Quality Management Certificate.
7. List of managerial office staff of the bidder .
8. Proof of authenticity of Signatory or Power of Attorney given in favour of signatory.
9. Roster of Merchant Navy officers working with the company or list of officers intended to recruit.
10. List of deviations, if any.
11. Signed Model Contract copy for acceptance.
12. Signed copy of General Rules & Conditions for acceptance.
13. Proof of office at Kochi.
14. Receipt of purchase of tender document or Demand Draft for Rs. 1000/- in case of document downloaded from website.

5. PRICE BID:

The Price Bid shall be conclusive giving cost of following items:

- (a) Cost for Deployment of officers during normal operation (lumpsum per month in Rupees) – (September - May)
- (b) Cost for Deployment of officers during lay up period (lumpsum per month in Rupees) – (June - August)
- (c) Cost for management of ratings (lumpsum per month in Rupees)
- (d) For item under variable cost rate section the percentage of actual bill amount to be quoted.
- (e) Statement regarding monthly emoluments to be paid to each officer to be attached.

The Price Bid will be evaluated on the basis of $\frac{9(a) + 3(b) + (c)}{12}$

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.

6. All the pages of the tender documents and any other enclosure submitted by the tenderer must be properly signed. Those who sign the tender or any document forming part of the tender shall deemed to warrant that he has the requisite authority to sign.
7. Tenderer shall keep their offer valid for a period of 90 days from the date of opening of technical bid. Tenderer shall have no right whatsoever to withdraw or to modify the tender in anyway during this period. If they do so, EMD paid by them will be forfeited.

8. It is proposed to hold a pre bid discussion with all the bidders at LDCL Office, Kochi at 3.00 P.M. on 06.08.2010 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 tender, 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.
9. 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.
10. At the time of bid opening, Lakshadweep Development Corporation Limited will permit one authorized representative of each bidder to be present provided such representative produces a letter duly signed by the bidder authorizing him to be present on behalf of the bidder.
11. Technical bids will be opened and scrutinized first. Lakshadweep Development Corporation Limited reserves the right to accept price bid offer of only such bidders whose technical bids are qualified. The decision of Lakshadweep Development Corporation Limited in this regard is final and binding on the bidder. The price bid of the bidder whose technical bid is not qualified will neither be opened nor returned to the bidder.
12. Lakshadweep Development Corporation Limited management reserves the right to accept, negotiate or reject any tender and to cancel the bidding process and reject all tenders at any time prior to award the contract without assigning any reason and thereby absolve any liability to the affected tenderers and no correspondence in this regard will be entertained.
13. Successful tenderer shall be required to execute an agreement with Lakshadweep Development Corporation Limited stipulating details of works to be executed, modalities of payments, dates of commencement etc. A model contract to be executed is enclosed with this tender document.
14. At the time of execution of the agreement, the Manning Contractor shall submit an irrevocable bank guarantee from any Scheduled Bank, which shall be equivalent to 5% of the annual contract value. This Bank Guarantee shall be valid for the entire period of the contract with a claim period of three months beyond the currency of the contract.
15. The Corporation is looking for suitable Manning Contractor who can deploy qualified Merchant Navy officers to man this vessel through the tender. The vessel is a motor barge which carries light petroleum products and usually stationed at Kavaratti during fair weather period (September to May). The Corporation reserves the right to reject proposal of any officer without assigning any reason thereof. The officers to be posted on the vessels must possess the certificate of competency and experience as stipulated. Officers must have valid STCW 95 Certification

16. It should also be noted that during lay up period, LDCL may direct the tenderer to remove number of officers with resultant reduction in the monthly management fees payable. This vessel will be in laid up condition at mainland during the period of June to August every year.
17. The Manning Contractor should specify the monthly emoluments desires to pay to each officer in a separate sheet attached to the price bid. Above scale shall be considered as minimum wages entitled to officer for each category. LDCL management expects that the officers are to be paid the minimum quoted wages.
- 18 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.
19. **AMENDMENT OF TENDER DOCUMENT:** At any time prior to the deadline for the submission of Tenders, the LDCL for any reason, whether at their own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender document by amendments. The amendment in the form of addendum will be sent in writing to all prospective tenderers who have collected the tender document, to arrive not later than 3 days prior to deadline for submission of tender. The tenderer should promptly acknowledge the receipt by Fax / E-mail. The amendment will also be posted on the website. All the bidders who have down loaded the Tender Document shall verify if any such amendment / modification has been issued, before submitting their bid and shall take cognizance of and include such amendment(s) in their submission. In any case, the amendment(s) / modification (s) if any shall be binding on the bidders. No separate notice / intimation of amendments / modifications will be sent to those who have downloaded the document from the web. The LDCL at their discretion extend deadline for the submission of Tenders to enable prospective tenderers to take the amendment into account while preparing the Tender.

20. CONTACT PERSON:

The General Manager,
Lakshadweep Development Corporation Ltd.,
27/1038 B, Panampilly Nagar,
Ernakulam, Cochin - 682 036.

TECHNICAL BID

Your Tender Ref. No.

- 1.a) Name of the tenderer firm :
- b) Address of the Registered office of the tenderer :
- c) Office address at Kochi (with Fax & Tel. Nos.) :
2. Status of tenderer firm (Public Ltd. / Pvt. Ltd. / Proprietary / Partnership) :
3. Name and address of Partners/Managing Director /Proprietor as the case may be :
4. Recruitment and placement service licence : Number & validity period (Attach copy) :
5. Total No. of years of experience as Crew Manager (Attach details – Vessel Name, GRT, Name of Vessel operator / owner, etc.) :
6. Permanent Account No. (Attach copy) of the Tenderer :
7. ISO 9001:2000 Quality Management Certificate details (Attach copy) :
8. Name, designation and address of the Authorised Signatory on the tender Documents ((Attach Power of Attorney as the case may be) :
9. Earnest Money Deposit details :

10. Other shipping related activities
carried out if any :

Certified that the details and documents given are true and correct. Further details, if any, needed shall be submitted for verification, if so desires at any stage.

Date:

Signature & seal of the Tenderer

PROFORMA PERFORMANCE GUARANTEE
TO BE OBTAINED FROM ANY NATIONALISED BANK

(The Guarantee shall be typed in stamp paper purchased in the name of the Bank duly signed by the competent Bank authorities)

The Managing Director,
Lakshadweep Development Corporation Ltd
27/1038 B, Panampilly Nagar
Ernakulam, Kochi - 682 036.

1. With reference to the letter of Intent No. _____ dated _____ for the deployment of officers on M.B. Suheli issued by the Lakshadweep Development Corporation Ltd. (hereinafter referred as LDCL) on behalf of Administrator, Union Territory of Lakshadweep, Government of India, Kavaratti, Lakshadweep, (hereinafter referred to as "OWNER") on M/s _____ having registered office at _____ and Administrative Office at _____ (hereinafter to be referred as "Manning Contractor" on the other part:

2. We, the ----- (name of the Scheduled Bank), a Bank registered under the laws of India having its registered office at ----- (hereinafter referred to as the Bank which expression shall unless repugnant to the context of meaning thereof, include all its successors, administrators, executors and assignees) hereby guarantee due performance of obligations undertaken by Manning Contractor according to the above-mentioned acceptance with appertaining contract documents, against the LDCL. If the Manning Contractor, in the bidding opinion of the LDCL, does not properly perform and carry out any of the obligation under the above Contract and if the Manning Contractor fails within 15 days of written notice by LDCL drawing attention to such failure to take such steps as reasonably to satisfy LDCL, we do hereby irrevocably, absolutely and unconditionally undertake to pay immediately to the LDCL on its order, without any demur, reservations, recourse, context or protest and/or without any demur, reservations, recourse, context or protest and/or without any reference to the Manning Contractor, any sum up to and not exceeding Rs. ----- (Rupees ----- only) being the 5% (FIVE percent) of the annual contract value in respect of deployment of officers on M.V Deep Setu which LDCL may ascertain and claim, under any title or for any reasons whatsoever upon the first written request to this effect from the LDCL, Any such demand made by LDCL on the Bank shall be conclusive and binding not with standing any difference between LDCL and the Manning Contractor or any dispute pending before any Court, Arbitrator, or any other authority and or/ any other matter whatsoever. We also agree that guarantee herein contained shall be irrevocable unless it is invoked earlier by LDCL in writing. The guarantee shall not be determined/discharged affected by the liquidation, winding-up, dissolution or insolvency of the Manning Contractor and will remain valid, binding and operative against the Bank.

3. This letter of Guarantee shall be valid up to and including thirty days beyond the completion of the manning contract in respect of M.V Deep setu as stipulated in the above mentioned Contract, viz., from -----200-- to ---- 200--.
4. The Bank also undertakes that LDCL at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor in the first instance. Without proceeding against the Manning Contractor.
5. The Bank further agree that as between the Bank and LDCL, for the purpose of this guarantee, any notice for the breach of any of the conditions contained in the Contract shall be conclusive and binding on us without any proof, not withstanding any other matter or difference or dispute whatsoever. We further agree that this guarantee shall not be affected by any changes in our constitution, in the constitution of LDCL or that of the Manning Contractor. We also undertake not to revoke in any case this guarantee during its currency.
6. The Bank further agree that LDCL shall have the fullest liberty without affecting in any manner our obligation and without reference to us, very and of the terms and conditions of the Contract, instructions to the Manning Contractor and other terms and conditions contained in the contract and that shall not be released from our liability under the guarantee by reason of such variation by LDCL.
7. We also agree that this guarantee shall be governed, constructed in accordance with Indian Laws subject to exclusive jurisdiction of Indian Courts.
8. Not withstanding anything contained herein above, our liability under this guarantee is limited to a Maximum of Rs. ----- (Rupees ----- only) in aggregate and it shall remain in full force up to ----- (last day of validity period) and cannot be invoked otherwise than by a written demand or claim under this guarantee served on the Bank on or before the ----- (Date).

- 1.5 **“HEADINGS”**
The headings in this Agreement are inserted for the sake of convenience only and shall be ignored in construing this agreement.
- 1.6 **“SINGULAR/PLURAL WORDS”**
Save where the context otherwise requires, words imparting singular number shall include the plural and *vice versa* and words imparting neutral gender shall include masculine or feminine gender.
- 1.7 **“CONFLICT BETWEEN SCHEDULE AND PRINCIPAL TEXT”**
It is not intended that there be any conflict between this Agreement and the Schedules attached hereto, but in the event that there is any conflict between the Principal text of the Agreement and the Schedules, the Principal text will prevail.
- 1.8 **“ANNUAL CONTRACT VALUE OR ANNUAL RATE”**
Lumpsum monthly rate multiplied by 12
- 1.9 **“MONTHLY RATE”**
Rates quoted for one calendar month per vessel
- 1.10 **“DAY RATE”**
Day rate would be arrived at as follows:
Annual contract value divided by 365.
- 1.11 **“TERMS”**
This Agreement shall be valid for a period of two years extendable by one year from the date of commencement of contract i.e., from

2. **“COMPENSATION”**

The LDCL will compensate Manning Contractor for services rendered, under this agreement, in the following manner:

2.1 **“MONTHLY PAYMENT”**

The LDCL will pay Manning Contractor a lump-sum amount per month on aggregate basis for the days the vessels are manned properly with the required full compliment of officers on completion of each calendar month as follows:

FIXED RATE PAYMENTS (Includes cost for wage administration of ratings)

Normal operation period (September – May)

- a. Monthly rate: Rs. (in words Rupees.....) per month.
- b. Day Rate : Annual rate/365 days = Rs. (Rupees.....) per day.

Lay up period (June - August)

- c. Monthly rate: Rs. (in words Rupees.....) per month.
- d. Day Rate : Annual rate/365 days = Rs. (Rupees.....) per day .

2.2 VARIABLE RATE PAYMENTS

The variable payments shall be made as per the schedule of rates attached to this Agreement forming integral part of the Agreement.

Date of commencement: The operations start from the day the officers are deployed as per the directive of the LDCL at the designated yard/port.

3. BASE PORT

These crafts will ply between Lakshadweep group of islands and main land ports (Bey pore, Mangalore & Kochi) during normal operating period (September to May). During lay up period (June to August) these crafts will be stationed at mainland (preferably at Kochi). **Manning Contractor** shall be responsible for deployment of officers throughout during the contract period irrespective of laid up or vessels are in operation.

4. SCOPE OF WORK

The following paragraphs briefly describe the job requirements of the Manning Contractor. However the Technical Manager reserves the right to extend the scope of work as demanded by the operating situation within the reasonable limits of this contract at the same payment terms and conditions. If it becomes necessary to extend the scope beyond this contract the same may be negotiated to mutual terms.

4.1 DEPLOYMENT OF OFFICERS

Contractor has to deploy the qualified Merchant Navy officers on **Motor Barge Suheli**. Particulars of the Vessel is given in **Annexure 1**.

The number of Officers to be deployed by **Manning Contractor** shall be as follows:

Grade	Capacity	No.
NWKO (NCV)	Master	1
MEO Class III	Chief Engineer	1
MEO Class IV (NCV)	2 nd Engineer	1

All officers should have Certificates as per STCW 95 regulation.

All the officers should have Indian CDC. While recruiting officers, preference has to be given to natives of Lakshadweep islands if otherwise qualified for the respective rank.

Officers posted on board should be without dispensation of any kind for the various categories as per safe manning. In case due to exigencies dispensation is to be taken, it has to be with the prior approval of the authorized officers of LDCL. The wages for the concerned category will be deducted from the quoted amount and a mutually agreeable rate will be applicable for the particular category.

Manning Contractor has to ensure there should not be any shortfall of the above officers at any time during of the periodicity of contract except when the Technical Manager instructed to do so.

The crew will be recruited by LDCL. The wage administration of the crew will however be carried out by the Manning Contractor. .

The Master will execute the cruise programmes in accordance with the instructions from the LDCL / UTL and he will be responsible for the safety of the vessel and personnel on board.

Manning Contractor shall provide any additional officer/crew if required by the LDCL at mutually agreed cost and terms.

Manning Contractor shall maintain the crew article, PF and sign on/off etc. of the crew.

Terms and Conditions:

All officers will have to be deployed by Manning Contractor at their own cost on commencement of the contract, as directed by the LDCL, at Cochin/any other Indian Port including Lakshadweep Islands

Manning Contractor shall employ qualified and medically fit officers. The LDCL reserves right to enforce the replacement of any crew whom it feels is non-cooperative either with the owners' representative or LDCL personnel in vessel, operation or incompetent to do the work assigned to him, or not performing up to the satisfaction of LDCL.

Liquidated Damages:

The cruise schedules have to be strictly adhered to. Manning Contractor agrees to compensate the LDCL for any delay in the deployment of officers or deficiency in their performance on board the vessel, which would cause any delay/ disruption of scheduled voyage. The compensation by way of liquidated damages will be calculated at the rate of 1.0% of the total equivalent monthly contract value per day for supply of officers for running the vessel. In case the

total amount of compensation exceeds the performance deposit, the bank guarantee will be encashed and a new bank guarantee will have to be provided. If the delay/disruption of work exceeds more than 7 days due to the non deployment of suitable personnel or deficiency in the performance of the Manning Contractor, the Managing Director, LDCL has the right to arrange the work through some other agency or personnel and the losses sustained from this will be recovered from the Manning Contractor.

4.2. **BARGE OPERATION**

The primary object of this contract is to deploy merchant navy officers for running M.B Suheli which carry petroleum products at Lakshadweep Islands. Operation of these vessels shall be as per the cruise plan provided and as per the instruction of LDCL / UTL.

4.3. **INSURANCE**

- a) Personal accident claim Insurance for all the personnel deployed by the manning contractor will have to be arranged by the Manning contractor. The details will be given to the LDCL. Manning Contractor has to arrange insurance for LDCL recruited personals if required at LDCL cost.
- b) A comprehensive Hull and Machinery insurance will be made by the LDCL in the name of the owner. Insurance cover from the P&I club for claims towards marine accidents & oil spill or pollution , will be provided by the LDCL.

5. **MANNING CONTRACTORS DUTIES/OBLIGATIONS**

The Manning contractor's duties and obligations shall include the proper monitoring of the deployed officers with regards to safe operation, repair and maintenance of the vessel with a view to provide support services to the UTL vessel's fuel oil supply requirement

5.1 **WORKING HOURS**

Manning contractor should ensure the deployed officers will be available on board every day or as per LDCL's instruction including Sundays /holidays. When any circumstances arise round the clock service can be sought by the Technical Manager. The deployed officers has to oblige the standing orders and duties assigned in LDCL ISM manual

5.2 **OPERATIONS:**

- a. **The Manning Contractor** shall be required to confirm the availability of Officers on board the vessel as required by Merchant Shipping Act, 1958, and /or relevant National, International Maritime acts as applicable to provide uninterrupted operation of the vessel.

- b. The officers posted shall be experienced, trained, medically fit and competent to man, operate and maintain, supervise, repair and carry out passenger ship operation/ to the satisfaction of the LDCL/UTL and also must invariably be in possession of requisite valid certificate of competency in accordance with the applicable law enforced by the Government of India or equivalent certificate from any other country recognized and approved by the Government of India.
- c. **The Manning Contractor** shall exclusively own all liabilities for and in respect of the Master and crew deployed by the Manning Contractor pertaining to their salaries, victuals, medical facilities and any other requirement pertaining to the Master and crew deployed by Manning Contractor, including but not limited to their transport onshore/offshore, welfare expenses as well as their medical reimbursements including medical fitness certificate and alcohol test as per ILO norms, personal protection gear, uniforms, insurance etc.
- d. **In the performance of its obligations under this Agreement, the Manning contractor shall be deemed to be an independent Manager and neither of their employees nor the Master nor crew deployed by the manning contractor shall be deemed to be servants, agents or employees of the LDCL, under any circumstances.**
- e. **The deployed officers of the Manning contractor along with rating** shall carry out all related jobs required to operate the vessel which will include inter-alia navigation maintenance, receiving water, fuel etc.

5.3 **PARTICULARS OF THE VESSEL's PERSONNEL**

The Manning contractor has to submit to the LDCL all particulars/bio data, mandatory certificates of officers intended to deploy by Manning Contractor and obtain clearance before signing on the vessel. Any replacement shall be carried out with LDCL approval only. All officers have to report LDCL office for briefing prior signing on the vessel. The replacement of the officers has to be informed to LDCL office at Kochi atleast one week in advance except in emergency cases.

5.4 **REPLACEMENT OF THE VESSEL's PERSONNEL**

- a. The LDCL may at any time request the Manning contractor to replace any officer as indicated in this Agreement, if the LDCL has reasonable ground to come to the conclusion that any officer (inclusive of the Master) is professionally incompetent and might jeopardize safety of the vessel and personnel on board or is otherwise undesirable due to such behaviour towards the representative of the LDCL /UTL in offshore or in base port, without any additional cost to the LDCL.
- b. Such request by the LDCL shall be issued in writing to the Manning Contractor who shall be obliged to accept such request and shall take necessary actions to replace the said person and provide suitable substitute within seven (7) days from the date of such request made in writing. If such person is not replaced by a substitute by the Manning Contractor within the said seven (7)

days period, the LDCL shall have the right to reduce daily rate payable to the Manning Contractor. It is hereby agreed that the person replaced as provided above shall not be re employed in the UTL vessels without prior written consent of the LDCL.

6. TAXES

a. PERSONNEL:

Any taxes assessed on employees of the Manning Contractor based on income earned in the performance of work under this Agreement shall be the responsibility of the Manning Contractor and/or employees, and not of the LDCL.

b. CORPORATE:

Any taxes assessed on the Income of the Manning Contractor shall be the responsibility of the Manning Contractor and paid by the Manning contractor.

Service Tax as applicable shall be reimbursed to the Manning Contractor on production of documentary evidence of payment.

c. Any other taxes and duties, as applicable under this Agreement shall be paid by the Manning Contractor.

7. CONSEQUENTIAL DAMAGES

Neither LDCL nor the Manning Contractor shall have any claim against each other for any consequential damages.

8. PERFORMANCE GUARANTEE

a) At the time of execution of this Agreement, the Manager shall submit an irrevocable bank guarantee from any bank acceptable to LDCL, for a sum of Rs.(Rupees.....Only) being 5% (five percent) equivalent of the annual contract value excluding reimbursables, towards performance of contractual obligations. This bank guarantee shall be valid for the entire period of the contract and with a claim period of three months beyond the currency of the contract. The LDCL will have an unqualified option under this bank guarantee to invoke the said guarantee and claim the amount to the extent of the claim of the LDCL under this Agreement directly from the bank.

b) The agreement shall become operative only upon receipt and acceptance of the above bank guarantee by LDCL

c) Performance of the Manning Contractor will be judged by the LDCL based on the competence of the Master and Crew in handling the vessel and also preventive maintenance, carrying out routine and emergency repairs in

shortest possible time, keeping the vessel in a seaworthy condition during the tenure of this Agreement.

- d) The LDCL reserves the right to recover the cost of the damage/missing items from the monthly bills as well as from the performance guarantee. If there is any willful act of damage/missing from the deployed officer by the manning contractor. This shall be without prejudice to all the other rights and remedies available to the LDCL, under the terms of this Agreement.
- e) The Performance Guarantee shall be extended by the Manning Contractor as advised by the LDCL for the corresponding period of extension of the contract beyond the primary term.

9. INDEMNITY

- a) Each party hereto is responsible for and holds the other party harmless and indemnifies the other party from and against any loss or damage to its own vessel/equipment or material onshore or offshore regardless of the fact that the vessel/equipment or material on shore or offshore is/ are under control of the other party. Provided, however, that such indemnification neither shall nor include any willful misconduct by the other party. Willful misconduct for this purpose shall mean such wanton and reckless act which no normal person or persons shall do or commit under normal circumstances. Provided also that this indemnity shall not indemnify either party any liabilities incurred by it as against third party under any other contract or obligation.
- b) The Manning Contractor agrees to protect, defend, indemnify and save and hold the Technical Manager's harmless from and against all claims, demands and causes of action of every kind and nature without limit and without regards to the cause of causes thereof arising in connection herewith in favour of the Manning Contractor's employees, the Technical Manager's Associates/ collaborators, or their employees of the Manager's invitees on account of bodily injury, death, or damage to their property.
- c) The Technical Manager agrees to protect, defend indemnify and save and hold the Manning Contractor harmless from and against all claims, demands and causes of action of every kind and nature without limit and without regard to the cause or causes thereof arising in connection herewith in favour of Technical Manager's employees, on account of bodily injury, death or damage to the property caused for want of due diligence on the part of the Manning Contractor during the tenure of the contract.

10. TERMINATION

- a) In the event of the Manning contractor going into liquidation or winding up his business or making arrangement with his creditors, this agreement shall stand ipso facto terminated from the date of occurrence of such event. This termination shall be without prejudice to any other rights to remedies, available to the LDCL under this agreement. Under such circumstances,

LDCL can encash the performance bank guarantee furnished by the Manning Contractor.

- b) In the event of LDCL deciding to wind up the operations of these vessels due to technical or other reasons, the contract stands terminated. Under such circumstances, LDCL will compensate the Manning Contractor for losses incurred on account of bank guarantee charges and other certified items.
- c) In the event of any breach of terms and conditions of this Agreement or unsatisfactory performance of the Manning Contractor, the LDCL shall have the right to terminate the Agreement forthwith by giving 30 days notice. LDCL can encash the performance bank guarantee furnished by the Manning Contractor. The decision of the LDCL under this clause shall be final.
- d) In the event of and breach of terms and conditions of this Agreement due to the part of the LDCL, the Manning Contractor shall have the right to request for termination of this agreement by giving a notice of 60 days.
- e) Either party reserves his right to terminate the Agreement at any time during the extension period after expiry of 24 months of prime contract, by giving 90 days notice in writing to the other party without assigning any reason whatsoever and without paying any compensation thereof for premature termination of the agreement.
- f) In the event of the Manning Contractor becoming insolvent and assigns its interest under this Agreement for the benefit of creditors or is adjudged bankrupt, the agreement shall stand terminated from the date.
- g) If the vessel becomes inoperative and is not in a position to be operated, the Technical Manager can terminate the agreement by giving 30 days notice.

11. INVOICING & BILLING

- a) The Manning Contractor shall at the end of each month (or part of the month whichever applicable) submit an invoice in duplicate for the lump sum monthly fee covering the period of preceding month before 7th of every month to the office of LDCL.
- b) 100% of such invoice(s)/bill(s) for fixed operating cost duly supported by all relevant documents will be paid after due verification and certification with in 15 days of receipt of Invoice(s)/bill(s) for all undisputed amounts. The balance approved amount will be cleared within one (1) month. However, no interest will be payable by LDCL for any disputed payment/ claims.

12. UNIONS AND WAGES

The amount payable to the Manning Contractor would be as per this agreement and will not be governed by any changes affecting the payments by the Manning

Contractor to their officers. Consequent to any award that may be imposed by statutory authorities the Manning Contractor is understood to have quoted the price including such changes that may arise during the contract period.

13. ARBITRATION

All matters relating to disputes and difference of opinion between LDCL and the Manning Contractor will have to be settled mutually as far as possible. In case the Manning Contractor decides to settle a dispute through arbitration, it will be dealt by the provisions of the Arbitration & Conciliation Act, 1996. The need for settlement through arbitrator and issue concerned will have to be informed to LDCL in writing. The arbitration will be referred to a one man arbitration committee and that person will be nominated by the LDCL. His/her verdict is final and deemed to be order of any court under the jurisdiction. The name of the arbitrator will be informed either by the **Chairman**, LDCL or a person authorized by him. The arbitrator may not be the same person each time and the LDCL/ has full right to change the arbitrator nominated earlier. Settlement of disputes (if any) will be within the jurisdiction of court of Cochin.

14. ASSIGNMENT

The Manning Contractor shall not except without the express prior approval in writing of the Technical Manager, transfer sub-contract or assign his obligations or any benefit or interests in the contracts or any part thereof in any manner whatsoever. Any such assignments shall not absolve the Manning Contractor from his obligation and responsibilities under this contract.

15. INTERPRETATION

The titles and readings of the sections in this Agreement are inserted for convenient reference only and shall not be construed as limiting or extending the meaning of any provision of this Agreement.

16. SERVICEABILITY

Should any provision of this Agreement be found to be invalid, illegal or otherwise unenforceable by any court of law, such findings shall not affect the remaining provisions hereof and they shall remain binding on the parties hereto.

17. FORCE MAJEURE

a) In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by it under this Agreement, the relative obligation of the party affected by such force majeure shall after notice under this clause be suspended for the period during which such cause lasts.

- b) The term force majeure as used herein shall mean acts of God, war (declared or undeclared) riots or civil commission, fires, floods, bad weather and acts of Regulations of the Government of India or any of its authorized agencies;
- c) Upon the occurrence of any force majeure cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall notify the other party in writing, within seventy two (72) hours of the alleged beginning and ending thereof giving full particulars and satisfactory explanation in support of its claim;
- d) Time for performance of the relative obligations suspended by the 'Force Majeure' shall then stand extended by the period for which such causes lasts.
- e) Payment during "Force Majeure"

It is understood that during that period and agreed by the parties to this Agreement that during the period of "Force Majeure" pursuant to clause 24.0, full fee shall be payable to the Manager. The LDCL shall pay for any fuel and water during the period of "Force Majeure".

However, during monsoon/bad weather, the LDCL decides that there will be no voyage for a specific period exceeding 30 days and it would be required to lay off officers/crew; then the amount payable would also be reduced proportionately as proposed wages for officers indicated in the price bid.

18. APPLICABLE LAW

The terms and provisions of this Agreement shall be governed by the Laws of India and shall be subject to jurisdiction of courts in Cochin.

19. LABOUR LAWS

The Manning Contractor shall comply with all labour laws of the country including but not limited to the Contract Labour (Regulations and Abolition) Act 1971 and Minimum Wages Act. Violation of any of the labour laws by the Manning Contractor shall be entirely at his own risk and cost. Should the LDCL be required to pay deposit any amount to any employee of the Manning Contractor under the orders of any authority for enforcement of labour laws, the same shall be deducted from Manning Contractor's bills and for by enforcing the Bank Guarantee furnished by the Manning Contractor.

20. COMPLIANCE OF LAWS

Compliance of all laws such as Labour, Income-Tax, Corporate Tax etc., will be to Manning Contactor's account.

21. PAYMENT OF WAGES

The Manning Contractor shall pay the wages directly to the officers without any external intervention. The Manning Contractor has to ensure that the officers are being paid the minimum proposed wages.

22. CHANGE OF LAW

If there is a change in or enactment of any law in India after the date of placement of Letter of Intent which results in subsequently additional savings /cost to LDCL on account of such enactment having direct effect on this Agreement, the r shall reimburse the LDCL or that LDCL shall pay the Manager, as the case may be, for such cost/ savings and the two parties shall discuss and mutually agree in the method and extent to which the LDCL/ Manager should be compensated/ paid for provided, however, that provision of this Article shall not apply to personnel/corporate taxes and customs duties.

23. NOTICE

All notice required herein to be given shall be deemed to have been properly made when delivered or when sent by attested fax addressed to the applicable party as follows:

TECHNICAL MANAGER

**Lakshadweep Development Corporation Ltd.
27/1038 B, Panampilly Nagar, Ernakulam
Kochi – 682 036, KERALA.**

MANNING CONTRACTOR :

IN WITNESS WHEREOF the parties hereto sign their agreement as of the date herein written above.

LIST OF DEVIATIONS

Ref : Tender No: S/MB Suheli/Mgmt/2010

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

List of Deviations and their Financial and other implications:

Signed.

Tenderer

PRICE BID

(To be submitted in a separately sealed cover superscribed)

“Tender for Deployment of officers on M.B.SUHELI

This schedule shall be completed with out leaving any blank columns.

If the rates are not being quoted for a particular item, it shall be clearly mentioned against that item.

All rates shall be indicated in words and figures.

I.

Sl. No.	Description of service	Amount in Rupees or Percentage	
		In Figures	In Words
1.	<u>Fixed Cost Section</u> Deployment of officers during normal vessel operation period – (September to May). (including Wages, allowances, Insurance, Medical expenses, travel, uniform, etc.) (Quote lumpsum/month) Emoluments to be paid to each officer must be shown separately as Annexure		
2.	Deployment of Officers during lay up period (June to August) (Quote lumpsum/month Emoluments to be paid to each officer must be shown separately as Annexure.		
3.	Wage administration of crew recruited by LDCL, maintain the ship’s article of agreement, seaman’s Provident Fund A/c, sign on/off, Change of Command etc. as required by LDCL. Quote lumpsum/month		

Variable Cost Section

1.	Expenses related with Survey & Audit including survey fees, travel, boarding & lodging of surveyors ,Co-ordination charges for licenses /certificates from DG Shipping / MMD and other agencies Quote percentage of bill amount		
2.	Any other work not mentioned elsewhere, but connected with operation of vessel. (When called upon to perform) Quote percentage of bill amount		

Place:
Date:

Signature
Company seal

ANNEXURE 1

PARTICUALRS OF M.B.SUHELI

Type of Vessel	Motor Barge (self prop. Oil cum water barge)
Port of Registry	MUMBAI/YEAR 1985
Length Overall	30.20 MTR
Length BP	28.55 MTR
Breadth (MLD)	7.25MTR
Depth(MLD)	2.60 MTR
Main Engine	KIRLOSKAR CUMMINS , TYPE : NT 743 M
Deadweight	110.T
Speed	11 KNOTS
GRT	164.0 T
NRT	49.0 T
Year of Built	1987
Classification	IRS