



KERALA SHIPPING AND INLAND NAVIGATION CORPORATION LTD.

(A Government of Kerala Undertaking)

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Website: www.ksinc.in

No.C-726/C/2021

Date: 19.08.2021

E-TENDER NO. KSINC / Tender / 14 – 1 / 2021-22 dated 19.08.2021

1	Name of work	Re-Tender for Technical Management & Manning of 1400 MT POL Tanker barge "POSEIDON" for a period of 02 (Two) years.
2	Bidding procedure	Two stage.
3	Brief Description of work	Tenders are invited from experienced and financially sound firms for Technical Management & Manning of 1400 MT POL Tanker barge "POSEIDON" for a period of 02 (Two) years.
4	Cost of tender document	Rs.7500/- (inclusive of GST)
5	EMD	Rs.1,00,000/-
6	Period of contract	02 (Two) years which can be extended to another 01 (One) year on mutual consent.
7	Pre bid meeting	02.09.2021, 16:00 Hrs.
7	Last date and time for submission of bids	10.09.2021, 15:00 Hrs.
8	Date and time of opening of Technical Bid	13.09.2021, 11:00 Hrs.

For Kerala Shipping and Inland Navigation Corporation Ltd.

Sd/-

Managing Director

INTRODUCTION

KSINC was formed by the amalgamation of the Kerala Inland Navigation Corporation (KINCO) established in 1975, and the Kerala Shipping Corporation (KSC) established in 1974. KSINC is mainly into barge Operations, Construction & Maintenance of vessels and water tourism. We are currently into bunker operations in association with Indian Oil Corporation Limited and we are operating 04 bunker barges in Cochin Port Trust limits.

As part of the business expansion, KSINC have built a new 1400 MT POL Barge under RSV Type 4 named as "POSEIDON" intended for operation between any ports of India.

TENDER FOR TECHNICAL MANAGEMENT & MANAGING OF 1400 MT POL TANKER

BARGE

GENERAL CONDITIONS OF THE TENDER

1. KSINC intends to appoint a reputed and experienced agency for Technical Management & Manning of its newly constructing 1400 MT POL Tanker barge registered under RSV Type IV. The detailed scope of the work is broadly defined in Annexure -I. The bidder has to study the scope of work precisely and quote accordingly.
2. Bid documents including the Bill of Quantities (BoQ) can be downloaded free of cost from the e Procurement (e-GP) Website, www.etenders.kerala.gov.in All bid documents are to be submitted online only and in the accepted cover(s) / envelope(s) on the e-GP website and no manual submission of the same shall be entertained. Late tenders will not be accepted and the same shall be rejected summarily. A bid submission fee shall be remitted through online, at the time of submitting the bid documents.
3. The tender documents shall be signed only by a duly authorized representative, whose name and designation shall be given in the document.
4. Any correction anywhere in the document shall be supported by proper authentication by proper signatures & seal.
5. The contract will be for a period of 2 (two) years, which can be extended further for 01 (One) more year on mutually agreed terms. The rates once fixed in the agreement of the contract will not be changed till the completion of the contract period. The contractor shall be ready to accept all the terms and conditions of the contract throughout the contract period. The contractor will not be allowed to stop/abstain from the contract before the expiry of the contract period without sufficient genuine reasons to believe that the contractor is unable to continue it. In case of events of stoppage of the work reasoned with unavoidable circumstances, the contractor has to duly inform such stoppage by serving 60 days' notice to KSINC by specifying the reasons for such stoppage/cancellation and the service can be stopped only after getting the prior consent of the contractee.

6. Pre-bid meeting is scheduled on **02.09.2021, 16.00 Hrs.** In the present situation of pandemic, the pre-bid meeting shall be conducted on online meeting platform. Interest bidders who wish to participate in the pre-bid meeting should send their interest to cm.ksinc1@gmail.com for confirming their participation and meeting link shall be shared to their respective email address provided. All bidders irrespective of whether they have participated in the pre-bid meeting or not are bound to accept and comply with the decisions taken in the pre-bid meeting. Minutes of the pre bid meeting shall be uploaded in the e-procurement site.
7. Before the deadline for submission of the bids, KSINC may modify the specifications or the bidding documents by using addenda. Such modification will be posted in the website of KSINC and www.etenders.kerala.gov.in as Corrigendum and the bid should be submitted in terms of such modifications.
8. The bids shall be submitted in two bid system.
 - a) **Part-I: the Technical bid** shall have the following documents:
 - Copy of RPSL License.
 - DDOC compliance certificate for operating RSV Type IV Oil Tanker Vessel.
 - Registration details of the firm.
 - Legal constitution of the firm.
 - Signed and sealed copy of the tender document along with corrigendum uploaded from time to time in e-tender website.
 - Proof of ESI and PF registration along with proof of remittance during the past 3 months.
 - GST and PAN details.
 - Annual turnover details (from operation / managing of M.S Class vessels or RSV Vessel) during past 03 years certified by chartered accountant.
 - Must have average annual turnover of Rs.1.50 Crore from operation / managing of M.S Class or RSV Vessel during past 03 years.
 - Details of past 03 years income tax returns.
 - Solvency certificate from the banker for a value not less than Rs.1.50 Crore. Non submission of solvency certificate will lead to rejection of tender.
 - In case of participation based on Joint Venture / Agreement relevant documents to be enclosed. Terms and conditions for Joint venture / Agreement based participation by firms are mentioned in Special conditions of tender.

- Details of man power available in roll with your firm.
- List of key personnel's.
- Separate list of personnel - crew and officers who are proposed to be involved for the scope of work along with copies of bio-data and testimonials to be attached.
- Must comply with any one of the following for qualifying in experience criteria :
Minimum 01 year experience in Operation / Managing of M.S Class vessels.

OR

02 year's experience in Operation / Managing of RSV Tankers.

Employer's certificate to prove credibility of the experience details to be enclosed. Non submission of the experience certificate may lead to disqualification in tender.

- Details of existing orders in hand with documentary proof.
- Remittance details of tender document cost & EMD remitted online as prescribed in the e-tender portal.
- Declaration of acceptance of terms & conditions of the tender.
- Declaration of non-blacklisting by any state / central Govt. organizations.

b) Part-II – Financial bid shall be in the format given in the BoQ- Price Schedule available in e-tender website, www.etenders.kerala.gov.in .

9. The bidder shall sign on all pages of the tender document and the Annexure thereto and attachments in acceptance of the terms and conditions of tender.
10. The bidder is required to quote as per the price schedule (BOQ). Any conditions, additions, omissions in the price bid may lead to disqualifying the bid.
11. The rates shall be inclusive of taxes, all cost for any procurement for crew requirements, travelling expenses, and accommodation expenses etc. which are incidental or ancillary to the supply. The company will not allow any other payment or enhancement in the agreed rates on any ground.
12. The offers shall remain valid for a period of 03 (three) months from the date of opening of the financial/price bid.
13. EMD Cost of tender document shall be remitted online through e-tender portal of the contractee. Bids without EMD / Cost of tender document shall be rejected summarily.

14. The technical bids will be evaluated based on the following criteria. The bidders shall submit their bids substantiating these points.
- Valid RPSL License.
 - Valid DDOC compliance certificate for operating RSV Type 4 Oil Tanker Vessel.
 - Valid registration of the firm.
 - Experience of the firm in operation / managing of M.S Class vessels or RSV Type IV Oil Tanker Vessel.
 - Average annual turnover of 1.50 Crore from Operation / Managing of M.S Class vessels or RSV tankers certified by chartered accountant. In the certificate the chartered accountant shall clearly specify that the turnover specified is from Operation / Managing of M.S Class vessels or RSV tankers.
 - Solvency certificate from the banker.
 - Availability of local office in Kochi.
 - Price quoted.
15. KSINC shall have the privilege for discussions or presentations with the contracting firm during the technical evaluation of bids.
16. Evaluation of Commercial offers: During evaluation of offers, appropriate weightage will be given to :
- **Overall performance in the technical evaluation.**
 - **Price quoted**
 - **Additional price weightage of 5% would be given for the firms having RPSL license and DDOC compliance certificate in their own name.**
17. The Company is not bound to accept the lowest bid and may reject it without assigning any reasons, in appropriate situations. KSINC also reserves the right to reject any/all the tenders without assigning any reason thereof, on occurrence of special situations, beyond its anticipations and it shall have the right to proceed with fresh bid procedures.
18. The successful bidder, within Ten (10) days of receipt of the Work Order, has to furnish the Security Deposit cum performance guarantee equal to 10% of the value of the contract in the form of DD / an unconditional irrevocable bank guarantee issued by a Scheduled

/Nationalised Bank for a period of Twenty Five (25) months from the date of Work order, including One (01) month claim period.

19. The successful bidder must execute an agreement with the company within Fourteen (14) working days after furnishing security Deposit cum performance guarantee in stamp paper of Rs.1/- for every Rs.1000/- of the contract PAC worked out for the entire tenure of Twenty Four (24) months.
20. In case the bidder whose bid is accepted, fails to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work within the time specified, the contract issued to the firm concerned shall be cancelled and the Earnest Money Deposit of the contractor shall be forfeited, without any further reference to the contractor and alternative arrangements shall be made at the risk and cost of the defaulted contractor.
21. **Bank Guarantees:** All Bank guarantees shall be submitted issued/confirmed by a Nationalised / Scheduled bank in India.
22. **Payment terms:** Payment will be made on completion of the month and within 14 days of receipt of the bill along with the relevant documents.
23. **Sub-contracting prohibited:** The agency shall not sub contract whole or any part of the work to any party, other than agencies participated based on Joint Venture / Agreement.
24. **BID OPENING**
 - **Part-I** Technical bids of all bidders who submit their Bids as per the above instructions within the time frame and which are in conformity with the instructions shall be opened online, on the specified bid opening date & time.
 - **Part-II** - Price bids of bidders whose Part-I bids are found acceptable based on prequalification and techno-commercial evaluation only will be opened on a subsequent date.

25. The Contractor shall fully and completely indemnify KSINC in respect of all claims by any employees or other persons or parties of whatsoever nature for injury to any person(s) and/or damages to property caused by or in connection with or arising out of the work and the contractee shall have no obligation/liability to meet such claims of the employees and such other persons of the contractor, under any circumstances whatsoever be.
26. KSINC requires the contractor under this contract to observe the highest standard of ethics during the bidding process and execution of the contract. Any effort by the bidder to influence the KSINC's bid evaluation, bid comparison or contract award decisions, may result in the rejection of this bids summarily.
27. The jurisdiction for all disputes arising out of this tender, subsequent Work Order, agreement or any other matter related thereto shall be the Courts in Ernakulam, Kerala irrespective of the location of the bidders.

SPECIAL CONDITIONS OF THE TENDER

1. In the event of any complaint or breach of any terms and conditions of the tender or Work Order, KSINC shall be at liberty to levy penalty for such breach as mentioned below:
 - a) An amount of Rs.10,000/- (Rupees Ten Thousand Only) per instance for non-wearing of proper uniform, non-grooming, non-wearing of ID Cards by any crew on-board and for not keeping on-board staff rooms/facilities neat & tidy.
 - b) An amount of Rs.25,000/-(Rupees Twenty Five Thousand Only) per instance for not wearing required safety equipment's by any crew on-board.
 - c) An amount of Rs.50,000/-(Rupees Fifty Thousand Only) per instance for not maintaining the vessel as stipulated in the tender or Work Order or by authorized representative of KSINC, time to time.
 - d) An amount of Rs.25,000/-(Rupees Twenty Five Thousand Only) per instance for any complaints on misbehaving to clients or representative of KSINC by any crew on-board. The same crew must be sign off with immediate effect and replaced a new crew by the contractor with immediate effect.
 - e) Total amount of the manning cost or cancellation of the contract for leaving the vessel unmanned and for not maintaining adequate crew without prior notice to KSINC, shall be realised from the contractor.
 - f) Total amount of the manning cost or cancellation of the contract for breach of any terms and conditions/policy of the tender or Work Order, shall be realised from the contractor.
2. In case of any damage or loss caused to KSINC's property by the employees of the contracting firm, the same shall be recovered from the contractor.
3. The bid submitted by any non-Indian firm shall be rejected summarily.
4. Joint venture/ Agreement terms and conditions:

- a)** Joint Venture/ Agreement will be accepted only for meeting Technical Management part. MOU won't be accepted for the tender.
- b)** Joint Venture/Agreement to be made by both parties specifically for obliging conditions of this tender mentioning the tender reference number in stamp paper worth Rs.500/- with Notary attestation.
- c)** Joint Venture / Agreement to clearly specify the role of each party under the contract and their liability.
- d)** Firms entering into Agreement shall mention clearly about the firm which shall be doing financial transactions with KSINC during the contract,
- e)** The lead firm / primary firm shall execute agreement with KSINC for Technical Management and Manning.
- f)** In case of Joint Venture incorporation with equal shares, jointly operated bank account details to be provided for financial transactions.
- g)** It shall be responsibility of the lead firm / primary firm executing agreement with KSINC to ensure that the support of technical agency possessing DDOC certificate is made throughout the entire contract period. If suppose, in any instance there arise any disputes between the firms and results in loss to the Company in terms of idling of the vessel / delay in completing the survey procedures etc., shall be made good by the lead firm executing agreement with the Company.

GENERAL SPECIFICATION OF THE VESSEL

Vessel Type	: POL Barge – RSV Type IV
Length OA	: 70.41 meter
Breadth	: 15.00 meter
Depth	: 04.00 meter
Draft loaded	: 2.50 meter
Capacity	: 1440 MT
Speed (Knots)	: 9 Knots
Accommodation	: 12 Crew (Air conditioned)
Main engines	: 2 x 500 BHP
Gear Box	: Reintjes WAF 164L reverse reduction x 2 nos.
Gen set	: Volvo Penta D5 ATA 100 KVA x 2 nos.
Fresh Water Capacity	: 10 MT
D.O Tank Capacity	: 40 MT
Cargo Hose crane	: 500 kg @ 5 Mtr radius x 2 nos.
Mooring	: Windlass electrical (Fwd) & Capstan electrical (Aft)
Steering	: Hydrive 2 x 300 – 12 Electro Hydraulic
Remote	: Kobelt – Mechanical Type
Galley	: Electrical
Sewage Discharge	: Sewage treatment plant – Technicomar ECO 20 S
Cargo HSD pump	: HSD pump Rotodel NDX 600 L coupled with electric motor

TENDER FOR MANAGING OF 1400 MT POL BARGE “POSEIDON”

SCOPE OF WORK

Kerala Shipping and Inland Navigation Corporation Ltd is a Government of Kerala undertaking engaged inland water transport, tourism, construction and repair of sea going vessels, etc. The Company's head office is located at Gandhi Nagar (Kadavanthra), Kochi.

KSINC Ltd is constructing a new POL Tanker barge with cargo carrying capacity of 1400 MT built at Vijai Marine Shipyards, Goa, under IRS Classification and to be registered under RSV Type IV. We intend to invite e-tenders for entrusting the technical management & manning of the vessel to a qualified / experienced agency for a period of 02 (two) years. Construction of the barge is about 95% complete and expected to complete in all respect and commencement of service in maximum of two months.

Following is an illustrative (not exhaustive) scope of work.

1. Being a newly constructed barge under IRS Classification and to be registered under RSV Type IV, the selected managing agency will be responsible to complete all the statutory / operational procedures on behalf of KSINC during the registration process and commencement of regular operations. Actual expenses incurred for the purpose will be reimbursed by KSINC, on production of actual invoices. No separate fee will be paid by KSINC for this service. Actual manning fee will be applicable upon commencement of service only.
2. The agency shall maintain crew required as per MMD rules for RSV Type IV category vessels. In addition to the compliance of safe manning requirement for RSV Type IV vessels, following additional requirements to serve tankers to be considered.
 - All crew serving onboard any RSV tankers shall have a valid Level 1 DC endorsement in compliance with STCW chapter V – Regulation 1.1.

- Officers serving in the capacity of Master, Chief Officer, Chief Engineer, and Second Engineer onboard shall have Level 2 DC endorsement in compliance with STCW Chapter V – regulation 1.2.
3. Crew must be available on-board 24 x 7 days throughout the calendar year. The employees deployed by the Managing agency shall be available on board the vessel, so that orders received by KSINC shall be executed at all times expeditiously, without any hitch or delay.
 4. KSINC is also planning to provide the barge on time charter. In such cases the managing agency shall be obliged to operate the vessel as per the direction of the Charterer as well as KSINC.
 5. The agency is expected to manage the vessel full time and shall take ultimate care to maintain the vessel in sea worthy condition.
 6. Amenities arranged for crew on-board the vessel can be utilised by the crew deployed by the managing agency. Other than that no additional facilities shall be provided by KSINC.
 7. The Managing agency shall carry out day to day upkeep of the vessel and on-board maintenance. All repairs should be carried out by the managing agency and should be brought to the notice of Manager (Technical), KSINC.
 8. On-board routine maintenance of the vessel, shall be the responsibility of the manning agency. The requirement of spares / consumables, etc. can be forwarded on monthly basis to KSINC Ltd for on-board maintenance works. During emergency breakdown repairs, manning agency shall arrange the spares and submit the invoices for re-imbusement to the KSINC.
 9. Any local purchase of spares / consumables, etc. shall be reimbursed monthly, on submission of original invoices along with request.
 10. Vessel shall be always kept neat and tidy.
 11. The Managing agency is required to operate the vessel as per the direction of the Company. They will be responsible for taking permission and required formalities such as permission

from the plying Port, Fire & safety permissions, CISF permissions etc., required from concerned port authorities for operating the vessel.

12. The Managing agency is responsible to maintain all statutory records on-board as per D.G Shipping and classification society and update the same on timely manner as per rule requirement. They shall also keep records of parameters (Log book abstract), fuel & oil consumption and stores.
13. All statutory surveys / compliance audits as per D.G Shipping and classification society shall be the responsibility of the managing agency and to be complied within the due dates, as may be instructed by concerned authorities. Payment, if any, towards the survey fee shall be borne by KSINC.
14. Proper communication by the Master of the vessel and other crew members shall be maintained by the agency at all time with KSINC. The contractor shall provide mobile numbers to contact with the crews of the Vessel, to the KSINC.
15. The agency shall conduct medical and physical examination of the crew as per rules prior to deployment and supporting documents to be always kept onboard.
16. The bidder shall quote on lump-sum basis for technical management, managing and operation of the ship on monthly basis. The amount shall be inclusive of the taxes, wages / salary and allowances to the employees, accommodation (if separately required), all crew related expenses, statutory liabilities towards the crew as per rules, cost of general consumables (other than oils, filters etc.) required for routine maintenance, etc. complete required for smooth operation of the barge.
17. The vessel is proposed to be based at Kochi. However if the home port is shifted to another port, the managing agency shall make necessary arrangements at no extra cost. There won't be any escalation to the rate quoted in the BOQ for any reasons during the entire contract period.
18. Managing agency shall take steps to provide necessary stationary, household and sanitation items to the crew posted on-board. KSINC won't entertain any claims on such items.

19. The Managing agency shall be responsible for paying all statutory liabilities towards his employees engaged / deployed for managing the vessel. Documentary proof of complying with such requirements to be produced, whenever and wherever required and insisted for.
20. The Managing agency shall take all measures to ensure safety of their employees engaged. The Corporation is not liable to pay any compensation or responsible for any claims for losses, damages or accidents, etc. If by force & circumstance, the company has to pay such claims, the amount will be deducted from any money due to the contractor.
21. KSINC will not be responsible for any dispute between the manning firm and its employees.
22. KSINC shall not have any liability/obligation on the employees/crews engaged by the agency under any circumstance/situation.
23. The Managing agency will be responsible for making the payment of salary, wages and all other expenses and allowances for the crew on time as per the contract agreement with the crew and standard rules under D.G Shipping. Any complaint of non-payment of wages or such other default shall be viewed seriously.
24. The personnel deployed in the ship shall wear proper uniform as approved by KSINC with name plate on it, to be provided by the agency, and, all safety apparels as mandated by various laws.
25. The Managing agency shall not appoint any sub company/ agency to carry out any obligation under the contract, other than Joint Venture / Agreement.
26. The agency shall maintain a daily attendance register including the number and names of the workers engaged for works as per scope of the contract.
27. The Managing agency shall abide by all the law of land followed in this industry and guidelines of safe manning requirements and rules under D.G Shipping, including labour Laws (PF, Income Tax, GST, etc.) levied by the Govt. or Tax authorities, Companies Act, TDS liabilities, Welfare measures of its employees and all other obligations that enjoin in

such cases and are not essentially enumerated and defined herein, through any such onus shall be the exclusive responsibility of the contractor and it shall not involve KSINC in anyway whatsoever. Compliance of these provisions shall be ensured at the time of making monthly payments.

28. If the Managing agency wants to terminate the contract for any reasons, they are required to serve a notice for at least 60 days, failing which the amount of security deposit including any other dues will be recovered from him for making alternative arrangement till the new contract is assigned to the other party.

29. In case of any damage or loss caused to KSINC's property due to mishandling by the employees of the agency, the same shall be recovered from the agency.

30. The operation area of the vessel shall be between any ports of India.

Annexure – II

Bidder has to complete the form and submit along with the tender.

1.	Name of the bidder	
2.	Address for communication	
3.	Contact person and phone numbers	
4.	Constitution and registration details	
5.	RPSL Registration No. and validity	
6.	DDOC compliance certificate No. and validity	
7.	PAN No.	
8.	PF Registration No.	
9.	ESI registration No.	
10.	GST / any other Tax Registration No.	
11.	Details of Joint Venture / Agreement execution	
12.	Details of annual turnover in Lakhs (Rs.) for last 3 years from operation / managing of M.S Class Vessels.	2017-2018
		2018-2019
		2019-2020
13.	Details of previous orders executed in operation / managing of M.S Class vessels / RSV Tanker Vessels	

14.	Details of existing orders	
15.	List of key personnel (separate list of personnel- crew and officers who will be associated with this work).Copies of bio-data and testimonials to be attached.	
16.	Details of infrastructure	
17.	Details of tender document cost & EMD furnished	
18.	Other details (specify)	

(Extra sheets may be attached, wherever required)

DECLARATION

1. I/We hereby undertake that all the information furnished above is correct and true to the best of my knowledge.

2. I/We further undertake that the scope of Technical Management & Manning of barge "POSEIDON" be carried out as per the terms and conditions stated in the tender and at the rates specified in the price bid.

Signature :

Name :

Address :