

No. C-529/2020

Dated: 12.11.2020

**TENDER**  
**for**  
**DRY LEASE OF ONE 48T STEEL JHANKAR**

**Date of publishing: 13.11.2020**

**Last date of submission: 24.11.2020, 13.00 hrs.**

**Opening of quotation: 24.11.2020, 13.30 hrs.**

Tender shall be submitted in a sealed cover addressed to:

**Managing Director**  
**Kerala Shipping & Inland Navigation Corporation Ltd.,**  
**63/3466, Udaya Nagar Road, Gandhi Nagar**  
**Kochi – 682020, Kerala.**

## A. Introduction

**Kerala Shipping and Inland Navigation Corporation (KSINC)** is a Government of Kerala Undertaking with its Head office at Gandhi Nagar, Kadavanthara, Kochi, engaged in manufacturing and repairing of sea going / inland vessels, cargo transportation of materials through National Waterways, bunkering and tourist operation conducting (sea cruise operations) for public tourists at Kochi.

KSINC is planning to Dry lease a Steel Jhankar (48T carrying capacity) for business activities, agreeing to the conditions as annotated as below.

- The lease period of the vessel will be for 24 months from the date of signing of the agreement. Lease period can be extended further by agreeing an increase of 5% in hire charges to another one more year.
- The Jhankar is currently due for dry dock maintenance. The vessel shall be leased in “as is where is” condition. The lessee has to carry out dry dock of the vessel at his own expense and shall bear all expenditure incurred for maintenance of the vessel during the period of lease including repairs, license renewals, annual survey etc.
- The hirer shall complete dry docking repairs of the vessel within 60 days from signing of agreement and obtain certificate of survey under Kerala I.V Rule. During this period, the hirer is exempted from paying lease amount. However lease period shall start from the next day of scheduled completion of the dry-dock repairs. Extra days taken for the repairs shall be on account of the hirer.
- Dry dock repair shall cover the servicing / overhauling of equipments / machineries, LSA / FFA / LSS equipments, electrical system, stern gear system, pipe lines, steering gear system etc complete required for operation of the vessel.
- The hirer is free to perform dry dock of the vessel at any yard in Kochi, with the approval of KSINC.
- Towing of vessel to the dry dock facility is the liability of the hirer and the cost to be borne by hirer itself.
- KSINC shall assist the hirer to perform survey and renew licenses required for smooth operation of the vessel.
- The hirer shall undertake necessary modification to the vessel only in concurrence with KSINC and in approval with Kerala I.V Rules.

## B. How to apply

The proposal is a two bid system, a) Technical bid and b) Price bid. The Technical bid and Price bid shall be given in separate envelopes. The Price bid shall be opened only for those interested parties who satisfy the eligibility criteria mentioned in the document and selected in the technical bid.

Those who are meeting the eligibility criteria given below, subject to the terms and conditions may submit their proposal in the prescribed form enclosed herewith and with copies of other required documents indicated in the document.

The application in sealed envelope super scribed “**Proposal for Dry lease of one 48T Steel Jhankar**” along with the copies of the relevant certificates and other specified documents may please be forwarded to:

### THE MANAGING DIRECTOR

KERALA SHIPPING AND INLAND NAVIGATION CORPORATION LTD.,  
63/3644, UDAYA NAGAR COLONY, GANDHI NAGAR,  
KOCHI- 682020

## C. Specification of the vessel

- I. The vessel is capable of transporting vehicles / goods equivalent to 48 Tons.
- II. The vessel has a Gross Registered Tonnage of 142 Tons.
- III. The vessel is made of steel according to good ship building practices.

### General Particulars of the vessel

Vessel Type	Passenger – Ferry
Port of Registry	Kochi
Length Overall [m]	31.48
Breadth [m]	7.31
Depth [m]	1.74
GRT [Tons]	142
Main Engine	ASHOK LEYLAND 75 BHP x 2 Nos

Fuel used	HSD
Capacity [Tons]	48

#### **D. Eligibility Criteria**

1. The company / firm must have valid registration certificate and GST registration.
2. The interested parties shall be financially sound. The interested parties shall have an annual turnover of minimum of Rs.50 lakh for the last three financial years and a document of proof for the same shall be submitted along with the proposal.
3. Shall submit a detailed report of intended operation. (Details regarding the operation planned by the hirer after the dry dock repairs and details of any modification planned on the existing structure of the vessel, if any)
4. Details of yard proposed for dry-dock, repair and maintenance.
5. The interested parties should not have been blacklisted by any government institution in the past three years nor should the interested parties have been pursuing any legal case against a Government Institution. A self-attested copy stating that the company has not been blacklisted by any government institution shall be submitted along with the proposal.

#### **E. Documents to be submitted along with;**

##### **Technical bid- Cover 1**

- RFP duly signed in each pages and sealed.
- Registration certificate of the firm.
- GST registration certificate and Pan card.
- Detailed report of intended operation after dry docking along with details of any modification planned on the existing structure of the vessel.
- Certified annual turn over details of the firm for last three years (certified by chartered accountant)
- Details of yard proposed for dry-dock, repair and maintenance.
- Self-attested declaration that company have not been blacklisted by any State / Central government institution or involved in any legal case.

##### **Price Bid- Cover 2**

- Appendix II, Price Bid.

**SCHEDULE I**  
**General Conditions**

1. Document shall be signed only by a duly authorized representative, whose name and designation shall appear below the signature.
2. Any correction anywhere in the document shall be supported by proper authentication by way of signatures & seal.
3. Tenders received after due time and date will not be accepted for any reasons and such bids will be returned unopened. KSINC is not responsible for any postal or other transit delay in receipt of the tender.
4. Telex / Fax / Cable offers will not be considered under any circumstances.
5. Subsequent to submission of bids, no revised bids will be accepted, unless asked in writing by KSINC.
6. The tenders shall be in the prescribed format. Bids not submitted in this format will be rejected.
7. The bidder shall sign in all pages of the document in acceptance of the Conditions.
8. The rate quoted shall be inclusive of all taxes, levies, cess, octroi or any other local, state or central taxes as applicable/charged by local, State or Central Government on all materials, labour or service etc.
9. The Proposal shall remain valid and open for acceptance for a period of 180 days from the date of opening of quotation.
10. Selection of the bidder will be based on technical and price evaluation.
11. The Company is not bound to accept the lowest rate offered. KSINC reserves the right to reject any/all the bidders without assigning any reason thereof.
12. **Security Deposit:** - There are no fees or EMD applicable for this tender. The successful bidder, within ten (10) days of receipt of the work order have to furnish a security deposit of Rs.10 lakhs or one year hire charge offered, whichever is higher, in the form of demand draft / an unconditional and irrevocable bank guarantee for the period of completion of contract with an additional claim period of one month. No exemptions/reduction in security deposit shall be considered for any reasons. The vessel will be handed over only after furnishing the security deposit.

13. **Insurance:** - The successful bidder shall take full cover insurance of the vessel for a value not less than the assessed value of the vessel after dry dock repairs. The insurance has to be taken in the name of KSINC Ltd.

14. **Payment Terms:** -

Hire charges accepted by the company shall be remitted as advance. KSINC will issue monthly bills not later than 5<sup>th</sup> of every month. The hirer is required to remit the monthly hire charges fully by 10<sup>th</sup> of every month as advance.

15. **TERMINATION/BUILDERS DEFAULT:**

In the event of the lessee fail to complete dry-dock of the vessel within stipulated time or fails to pay lease amount on time, KSINC shall be entitled to terminate the agreement with a notice period of 15 days.

16. **Arbitration:** - In the case of any dispute the dispute may be referred to arbitration as per the general principles of arbitration and the place of arbitration shall be at Ernakulam.

17. **Jurisdiction:** - 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 irrespective of the location of the bidders.

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**Schedule II**  
**Special Conditions**

1. For leasing the vessel, the interested party shall be from a reputed firm/ organization (Proprietary/partnership/joint venture/company). The proposal allows joint venture for maximum two entities. In such cases, there shall be written agreement between the parties specifying the duties and responsibilities of each party in the union, copy of which shall be produced along with the proposal documents. In the event of such joint proposals, the applicant who participates in the RFP shall be treated as the primary contractor for all responsibilities and liabilities under the proposal/contract.
2. The successful parties are required to execute an agreement with the company in stamp paper worth Rs.500/- before taking over the vessel.
3. The successful hirer must take over the vessel within 15 days of work order / letter of acceptance, after remittance of security deposit and agreement execution.
4. If the vessel or the machineries have suffered any damages during the time of contract, the contractor shall make good any such damages, failing which the company is at liberty to recover the cost of repair from the hirer.
5. For the period of the lease, the hirer shall at his own expenses engage qualified crew members and personnel required for smooth operation of the vessel. The hirer must meet the cost of lubricants, consumables etc. and maintenance expenses of the vessel.
6. Operating the vessel shall be the sole responsibility of the hirer. KSINC shall not be responsible for any accident/theft or other damages occurred during the operation or while in transit to and from Cochin.
7. The crew engaged in the operation should have valid license to operate the vessel as per the law in force. KSINC shall not be responsible for any dispute occurred during the time of contract for the same.
8. The hirer shall have the liberty to operate the vessel from any port within the state.
9. Lessee shall attain required permission / license from the concerned authorities like Port, KIV, Local authorities etc. whichever applicable is required by law in force. If in case lessee faces difficulty in procuring any licenses it should be brought immediately to the attention of the owner. KSINC, being owner of the vessel, shall take assist in getting license renewed. Any cost involved to this regard shall be borne by lessee.

10. KSINC shall have the right to inspect the vessel at any time and have the right to appoint a representative for the inspection. The Lessee shall provide necessary assistance to the officers/representative to carry out their task.
11. The hirer shall make necessary arrangements for safe operations of the vessel. He shall make / arrange suitable jetties for safe berthing of the vessel. If KSINC be aware of that the operations are not done in a safe environment, KSINC has the right to terminate the contract or recall the vessel at the risk and cost of the lessee.
12. Hirer shall personally visit the vessel and assess the actual physical conditions of the vessel and its machineries. Participating in the tender implies that the hirer is well aware of the condition of the vessel and personally inspected the vessel and assessed the actual physical conditions of the vessel and its machineries. Also agrees to the conditions mention in the tender document. No further disputes will be entertained, thereafter.

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**Appendix-I**

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**TECHNICAL BID**

*(To be filled and attached with the Part A - technical bid)*

1	Name of the firm	
2	Constitution	Company/ Partnership / Joint venture / Company
3	Address for communication	
4	Phone Numbers	
5	Contact person with mobile No.	
6	Registration No. of the firm and date of Registration	
9	PAN No.	
10	GST No.	
11	Annual Turn Over	INR
	2017-2018	
	2018-2019	
	2019-2020	

(Add separate sheets wherever necessary).

I / We..... hereby furnish that the details furnished above are true and correct to the best of knowledge and understood that furnishing any false information or suppression of any material information would lead to rejection of tender along with initiation of legal proceedings.

Sign of Authorized signatory

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**Tender for Dry Lease of One 48T JHANKAR**

**PRICE BID**

I / We intent to offer an amount of Rs..... per month towards hire charges, after carrying out the dry dock repairs on the jhankar complying with the rule requirement of Kerala I.V Rule. We confirm that the costs incurred related to the dry dock repairs of the vessel and maintenance during the hire period shall be met by us in compliance with the conditions of the tender.

I / We hereby confirm that the rate quoted above is inclusive of all taxes, duties and levies etc., as applicable at the time of billing in addition to the amount quoted above. We also agree to pay hire charges in advance before 10<sup>th</sup> of every month.

I / We hereby confirm that we have read each and every pages of the tender document and agree to the terms and conditions of the tender. Also confirm that we have personally inspected the vessel and assessed the actual physical conditions of the vessel and its machineries.

Place: .....

Signature.....

Date:.....

Name.....

Address.....