

LAKSHADWEEP DEVELOPMENT CORPORATION LIMITED

(A Govt. of India Undertaking)

27/1038 B, Panampilly Nagar, Cochin – 682 036, India

Phone: 0484 – 2323448/2323458 FAX No.0484-2322924

E-Mail: amindivi@asianetindia.com

Website:www.ldcl.gov.in

CM/T/V/010/12

Dated 16-01-2013

e-Tender Notice

e-Tenders are invited for supply of LSA & FFA items required for our Vessels, on Rate Contract basis . EMD for the tender is Rs.10,000-00. Cost of tender documents Rs.1000-00 (non-refundable) and EMD amount to be remitted by NEFT Chalan to Account No.43011010000766 of Syndicate Bank, M.G.Road, Ernakulam IFSC Code:SYNB0004301, MICR Code:682025005.

Tender documents can be downloaded from website:[www.tenderwizard.com/UTL](http://www.tenderwizard.com/UTL) after remitting the cost of tender, before the closing date for request of tender form.

Tender Information

Tender Number	CM/T/V/010/12
Date of request for Tender Form	22-01-2013 from 10.00 am to 11-02-2012 3.00 pm
Date of issue of Tender Documents through online	22-01-2013 from 10.20 am to 11-02-2013 5.00 pm
Tender closing date & time	12-02-2013 at 3.00 pm
Tender Opening date & time	12-02-2013 at 3.30 pm

For any help in e-tendering, please contact M/s. KEONICS e-tender help Desk: 080-40482000

For LAKSHADWEEP DEVELOPMENT CORPORATION LTD.

V.C.Pandey  
Managing Director

LAKSHADWEEP DEVELOPMENT CORPORATION LIMITED  
(A Govt. Of India Undertaking)  
27/1038B, Panampilly Nagar, Cochin – 682036.  
Phone: 0484 – 2323448/2323458 FAX No.0484-2310926

Tender No. CM/T/V/010/12

Dated 16-01-2012

**TENDER ENQUIRY**

e-Tenders are invited from Manufacturers/Authorised Distributors/Authorised Dealers/Reputed Suppliers in **TWO BID SYSTEM** for supply of DG approved LSA (Life Saving Appliances) and FFA (Fire Fighting Appliances) required for our Vessels, as per the details given herein.

An EMD of Rs.10,000-00 ( Rupees Ten Thousand Only), as specified in this tender document shall be remitted or proof for exemption to be submitted.

The ordered items should be supplied in full within (10) Ten Days from date of receipt of Purchase Order.

Tenders shall be submitted strictly in accordance with the instructions, terms and conditions given in the tender document. Deviations are generally not acceptable, but, if any, shall be indicated clearly and conclusively. A list of deviations (Check List) duly authorized shall also be enclosed in such cases.

Last date and time for receipt of tender and the opening of the same is given on the cover page of the tender document. Bidders are requested to carefully read through the enclosures before filling in the tender.

For Lakshadweep Development Corporation Ltd.,

Sd/-  
Managing Director

Enclosures:

- 1) Technical Specifications of LSA and FFA items – Annexure-I (3 pages)
- 2) Technical Bid (PART-I) -Annexure-II (2 Pages)
- 3) Price Bid (PART-II) - Annexure-III ( 4 page).
- 4) Bid Evaluation Criteria (1 page)
- 5) Tender conditions (Special) – Annexure-IV (1 page)
- 6) Tender Enquiry Special Conditions for The Bid Systems- Annexure-V (2pages)
- 7) Tender Enquiry General Terms & Conditions – Annexure-VI (3 pages)
- 8) Check List – Annexure VII (1 Page)

**Annexure - I**LAKSHDWEEP DEVELOPMENT CORPORATION LTD.(A Govt. of India Undertaking)27/1038 B, Panampilli Nagar, Kochi- 682 036Tender No. CM/T/V/010/12Due on 12-02-2013**GENERAL SPECIFICATIONS OF LSA & FFA ITEMS**

Sl. No.	Specifications	Unit	Est. Qty. (requirement spread over one year)
1	Man Over Board (MOB) Marker Bridge Lifebuoy self activating smoke Light combined marker for day & night use of rated life with EC type approval Certificate.	No.	26
2	Line Throwing Apparatus (LTA) Complete with body/line & rocket – set of four (4) of rated life with EC type approval Certificate.	No.	16
3	Life Boat Ration 500 GM Emergency ration of not less than 10,000 KJ for each person per life boat or life raft (500 Gms NETT pack 10,000 KJ) of 5 years shelf life with EC/DG/IRS certificate	No.	1328
4	Life Boat Drinking Water Drinking fresh water in 500ml Sachet having 2.5 years net shelf life with EC/DG/IRS certificate	No.	968
5	Rocket Parachute Flares Rocket parachute flares for ships and survival crafts of rated life with EC type approval certificate.	No.	104
6	Red Hand Flares Hand held distress flares for ships and survival crafts of rated life with EC type approval certificate.	No.	52
7	Orange Smoke Signal Buoyant smoke signals for ships and survival crafts of rated life with EC type approval certificate.	No.	28

8	First Aid Kits suitable for life boats/ rafts /Rescue Boat. Type approved and certified by EC/DG/IRS certificate of rated life with certificate	No.	26
9	Hydrostatic Release Unit (HRU) for Life Raft model HAMMAR H 20 of rated life manufactured by HAMMAR, Sweden with EC Type approval certificate	No.	74
10	Hydrostatic Release Unit (HRU) for EPIRB model HAMMAR H 20 of rated life manufactured by HAMMAR, Sweden with EC Type approval certificate	No.	20
11	Life Boat Repair Kit EC/DG/IRS Approved of rated life with certificate	No.	30
12	Rescue Boat Repair Kit EC/DG/IRS Approved of rated life with certificate	No.	18
13	Life Buoy 2.5Kg with RR tape and Grab line with EC Type approval certificate.	No.	20
14	S.I. Light for Life Buoy of rated life with EC Type approval certificate	No.	60
15	Life Jacket Light with lithium battery of rated life with EC Type approval certificate	No.	35
16	Life Jacket <b>Adult</b> with RR tape and whistle with EC Type approval certificate	No.	20
17	Life Jacket <b>Child</b> with RR tape and whistle with EC type approval certificate	No.	15
18	Life Jacket <b>Oversize</b> with RR tape and whistle with EC type approval certificate	No.	20
19	Retro Reflective Tape- 50mm wide, SOLAS grade, 50 mtrs long roll with EC type approval certificate	No.	15
20	Dry Chemical Powder re-fill pack. for 5 Kg DCP Extinguisher EC/DG/IRS Approved of rated life with certificate	No.	25
21	3 Ltr. AFFF Solution for 50 Ltr. Mechanical Foam extinguisher EC/ DG/ IRS Approved of rated life with certificate	No.	10

22	300 gms CO2 gas cartridge for 50 ltrs. Mechanical Foam Extinguisher EC/ DG/ IRS Approved of rated life with certificate	No.	10
23	60 Gms CO2 gas cartridge for 9 Ltr. water type Fire Extinguisher EC/DG/IRS Approved of rated life with certificate	No.	10
24	550 ml. AFFF Solution for 9 Ltr. Mechanical Foam extinguisher EC/DG/IRS Approved of rated life with certificate	No.	10
25	60 Gms. CO2 gas cartridge for 9 Ltr. Mechanical Foam extinguisher EC/ DG/ IRS Approved of rated life with certificate.	No.	20
26	AFFF Solution in factory sealed container (quote rate/ltr) EC/DG/IRS Approved of rated life with certificate	Lit	80
27	Fire Hose 64 mm dia., 18.3 Mtrs. long, DG/IRS approved : 20 Nos. with both end coupling (instantaneous type) with certificate.	No.	20
28	Fire Hose 64mm dia., 18.3 Mtrs. long DG/IRS approved without end coupling with certificate	No.	15
29	Jet cum Spray Fire Hose Nozzle (Instantaneous type) DG/IRS approved suitable for 64mm Fire Hose with certificate.	No.	8
Note: 1) The given quantities are approximate and may vary.			
2) The rates quoted by the bidders must be retained valid for one year from offer acceptance.			
3) The items will be purchased at the acceptable rate as and when required.			
For Lakshadweep Development Corporation Limited,			

Managing Director

ANNEXURE-II

LAKSHADWEEP DEVELOPMENT CORPORATION LIMITED  
(A Govt. Of India Undertaking)  
27/1038B, Panampilly Nagar, Cochin – 682036, India.  
Phone: 0484 –2323448/2323458 FAX No.0484-2310926

Tender No.CM/T/V/010/12

Due on 12-02-2013

PART-I

**TECHNICAL BID**

1. Name and Address of the firm with :  
Telephone Number/Fax No./E-Mail address
  
2. Status of Firm –Public Limited/ Private :  
Limited /Proprietary /Partnership. ( Please  
enclose copy of Registration Certificate).
  
3. Whether Manufacturer/Authorised Distributors/  
Authorised Dealers :  
(Documentary proof to be produced)
  
4. Turnover for the last three years : 2008-09  
(Attach one page certificate from  
Chartered Accountants) 2009-10  
2010-11
  
5. Details of Supplies of the tendered item made  
to different Ports/Department/Defence in :  
India /Shipping Companies etc. in recent time.
  
6. Your Salestax Registration No. & Date :  
(Please enclose copy of Certificate)
  
8. Your PAN Number :

(Contd.....2

9. Validity of the Tender Offered : One Year from bid acceptance.

10. Acceptance of our Payment Terms :

11 .Details of technical specification of the items offered (Attach conclusive details, test certificate & technical literature, if any). :

12. Details of EMD enclosed :

Certified that the details given above are true and correct and are based on documentary proof/evidences, originals of which shall be submitted for verification, if so desired, at any stage.

Place :

Date :

SEAL & SIGNATURE OF THE TENDERER

Notes:-

1. LDCL retains the right to reject tenders unsupported with documentary evidence, wherever specified

## Annexure - III

LAKSHDWEET DEVELOPMENT CORPORATION LTD.(A Govt. of India Undertaking)27/1038 B, Panampilli Nagar, Kochi- 682 036Tender no. CM/T/V/010/12 Due on 12-02-2013**PRICE BID - PART - II**

Sl. No.	Specifications	Unit	Est. Qty. (requirement spread over one year)	Brand / Make of item offered	Specified available YE
1	Man Over Board (MOB) Marker Bridge Lifebuoy self activating smoke Light combined marker for day & night use of rated life with EC type approval Certificate.	No.	26		
2	Line Throwing Apparatus (LTA) Complete with body/line & rocket – set of four (4) of rated life with EC type approval Certificate.	No.	16		
3	Life Boat Ration 500 GM Emergency ration of not less than 10,000 KJ for each person per life boat or life raft (500 Gms NETT pack 10,000 KJ) of 5 years shelf life with EC/DG/IRS certificate	No.	1328		
4	Life Boat Drinking Water Drinking fresh water in 500ml Sachet having 2.5 years net shelf life with EC/DG/IRS certificate	No.	968		
5	Rocket Parachute Flares Rocket parachute flares for ships and survival crafts of rated life with EC type approval certificate.	No.	104		
6	Red Hand Flares Hand held distress flares for ships and survival crafts of rated life with EC type approval certificate.	No.	52		



7	Orange Smoke Signal Buoyant smoke signals for ships and survival crafts of rated life with EC type approval certificate.	No.	28		
8	First Aid Kits suitable for life boats/ rafts /Rescue Boat. Type approved and certified by EC/DG/IRS certificate of rated life with certificate	No.	26		
9	Hydrostatic Release Unit (HRU) for Life Raft model HAMMAR H 20 of rated life manufactured by HAMMAR, Sweden with EC Type approval certificate	No.	74		
10	Hydrostatic Release Unit (HRU) for EPIRB model HAMMAR H 20 of rated life manufactured by HAMMAR, Sweden with EC Type approval certificate	No.	20		
11	Life Boat Repair Kit EC/DG/IRS Approved of rated life with certificate	No.	30		
12	Rescue Boat Repair Kit EC/DG/IRS Approved of rated life with certificate	No.	18		
13	Life Buoy 2.5Kg with RR tape and Grab line with EC Type approval certificate.	No.	20		
14	S.I. Light for Life Buoy of rated life with EC Type approval certificate	No.	60		
15	Life Jacket Light with lithium battery of rated life with EC Type approval certificate	No.	35		
16	Life Jacket <b>Adult</b> with RR tape and whistle with EC Type approval certificate	No.	20		
17	Life Jacket <b>Child</b> with RR tape and whistle with EC type approval certificate	No.	15		
18	Life Jacket <b>Oversize</b> with RR tape and whistle with EC type approval certificate	No.	20		
19	Retro Reflective Tape- 50mm wide, SOLAS grade, 50 mtrs long roll with EC type approval certificate	No.	15		
20	Dry Chemical Powder re-fill pack. for 5 Kg DCP Extinguisher EC/DG/IRS Approved of rated life with certificate	No.	25		

21	3 Ltr. AFFF Solution for 50 Ltr. Mechanical Foam extinguisher EC/ DG/ IRS Approved of rated life with certificate	No.	10		
22	300 gms CO2 gas cartridge for 50 ltrs. Mechanical Foam Extinguisher EC/ DG/ IRS Approved of rated life with certificate	No.	10		
23	60 Gms CO2 gas cartridge for 9 Ltr. water type Fire Extinguisher EC/DG/IRS Approved of rated life with certificate	No.	10		
24	550 ml. AFFF Solution for 9 Ltr. Mechanical Foam extinguisher EC/DG/IRS Approved of rated life with certificate	No.	10		
25	60 Gms. CO2 gas cartridge for 9 Ltr. Mechanical Foam extinguisher EC/ DG/ IRS Approved of rated life with certificate.	No.	20		
26	AFFF Solution in factory sealed container (quote rate/ltr) EC/DG/IRS Approved of rated life with certificate	Lit	80		
27	Fire Hose 64 mm dia., 18.3 Mtrs. long, DG/IRS approved : 20 Nos. with both end coupling (instantaneous type) with certificate.	No.	20		
28	Fire Hose 64mm dia., 18.3 Mtrs. long DG/IRS approved without end coupling with certificate	No.	15		
29	Jet cum Spray Fire Hose Nozzle (Instantaneous type) DG/IRS approved suitable for 64mm Fire Hose with certificate.	No.	8		
	<u>NOTES: - Other informations / instructions</u>				
a	Applicable VAT **	Quote in %			
b	Applicable CST, if any	Quote in %			
c	Excise duty	Should be quoted inclusive.			
d	Other duties/ levies if any applicable	Should be quoted inclusive.			
e	Packing & Forwarding	Should be quoted inclusive.			
f	Freight & Insurance, if any	Should be quoted inclusive.			
g	Other Charges, if any	Should be quoted inclusive.			
	** LDCL is having KVAT concession @ 5 % against Form 42 for bills raised in Kerala				

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Tender No.CM/T/V/010/12

Due on 12-02-2013

BID EVALUATION CRITERIA

- 1) Supplier should be a reputed manufacturer/authorized distributors/authorized dealers/ established or reputed suppliers having minimum four years experience in the supply of DG approved/EC approved LSA & FFA items OR Authorized Distributor/Authorized Dealer of the same. Proof for supply of such items regularly to Shipping Companies/ Ports etc. to be produced.
- 2) The Company should be in existence for over 4 years dealing in LSA & FFA items.
- 3) The local support Company/Sales outlet/Branch name and address in Kochi to be indicated with their experience in supply of LSA/FFA items.
- 4) The offered items must have the approval and certificate specified. The Brand offered should be clearly mentioned. A confirmation on the approval and certification should be furnished by the bidder in the enclosed format.
- 5) Order will be placed from time to time as per our requirement and the ordered items should be supplied within 10 (Ten) days from date of receipt of order.
- 6) The bidder has to confirm offered items will be having a net rated life of minimum 2 ½ years for items with 3 year and 4 ½ years for items with 5 year rated life when supplied.

For Lakshadweep Development Corporation Ltd.

Managing Director

Annexure-IV

LAKSHADWEEP DEVELOPMENT CORPORATION LIMITED  
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Due on 12-02-2013

TENDER CONDITIONS (SPECIAL)

1. A write up (in two page maximum) about the Company/firm and the scope of supply should be clearly mentioned covering the offer, with supporting documents.
2. The prices shall be kept valid for One Year from date of acceptance of offer, this being a tender for Rate Contract.
3. LDCL retains the right to accept the offer in full or part and from more than one bidder. The successful bidder should enter into a Rate Contract with LDCL for supply of the tendered items for a period of One Year, extendable to another one year, if required, on mutual agreement.
4. The items have to be delivered within ten (10) days from date of receipt of the Purchase Orders, from time to time.
5. Payment Terms: 100% payment together with tax will be released within 30 days on receipt of all the ordered items along with delivery documents, certificates, invoice etc.

For Lakshadweep Development Corporation Ltd.

Managing Director

LAKSHADWEEP DEVELOPMENT CORPORATION LIMITED  
(A Govt. Of India Undertaking)  
27/1038B, Panampilly Nagar, Cochin – 682036, India.  
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Tender No.CM/T/V/010/12

Due on 12-02-2013

**TENDER ENQUIRY SPECIAL CONDITIONS FOR TWO BID SYSTEM.**

- I. MODE OF SUBMISSION OF TENDERS. Tenders shall be submitted through e-tender only.
- II. PART-I (TECHNICAL) shall contain the following details.
  - a. Proof for remittance of Rs.1,000-00 (Rupees One Thousand Only), towards the cost of Tender documents..
  - b. Copy of NEFT Chalan for Rs.10,000-00 (Rupees Ten Thousand Only) towards Earnest Money Deposit (EMD) remitted.
  - c. Technical specifications.
  - d. Copy of Test Certificates, Type approved Certificates, if any
  - e. Confirmation on the approval to certification.
  - f. Confirmation on the rated life of items when supplied.
  - g. Technical literature, if any.
  - h. Confirm payment terms specified in the tender.
  - i. Validity for one year from offer acceptance.
  - j. Other conditions, if any.
  - k. Deviation lists, if any.
  - l. Freight and insurance charges, if any.
  - m. Any other details desired elsewhere in the tender document
- III. PART – II (PRICE) shall contain the following details: -
  - a. The price bid shall be conclusive giving price break up of each item, so as to arrive at the total expenditure without seeking any clarification from the Bidder.

- b. The applicable salestax, service tax, customs duties, excise duties and other levies shall be specified and quantified in the offer.
- c. The price shall be quoted for supply of LSA/FFA items for delivery at our Stores at Willingdon Island,. Cochin-3, Kerala State, India.
- d. The offer shall not have any counter conditions / claims for extra payments.
- e. LDCL reserves the right to alter / modify the scope of supplies at their discretion and in consistence with the policy of the Government of India and statutory bodies under them as applicable to the contract from time to time.
- f. Deviations from that of the tender specifications / conditions are generally not allowed, however, if any, shall clearly be furnished in a separate document titled as “List of Deviations” and enclosed with the Technical Bid.
- g. Offers shall be clear and unambiguous. Incomplete / ambiguous offers are likely to be rejected. Similarly, offers not in compliance with the tender conditions / with counter conditions are also likely to be rejected. Besides the above, conditions that are relevant from the tender enquiry general terms and conditions also shall apply.
- h. Taxes/statutory deductions will be made as per applicable Laws.

For Lakshadweep Development Corporation Ltd.,

Managing Director

LAKSHADWEEP DEVELOPMENT CORPORATION LIMITED  
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Tender No.CM/T/V/010/12

Due on 12-02-2013

**TENDER ENQUIRY GENERAL TERMS AND CONDITIONS**

1. Bidders are requested to carefully go through the terms and conditions and the technical specifications of the items for which offers are invited. Deviations from that of the tender specifications / conditions are generally not allowed, however, if any, shall clearly be furnished in a separate document titled as “List of deviations” and enclosed with the Technical Bid.
2. The price shall be quoted for delivery at the destination specified.
3. Insurance & freight charges, if any, shall be inclusive.
4. Price shall be kept valid for a period of One year from the date of acceptance of offer, since this is a Tender for Rate Contract. No enhancement of rate / price shall be allowed under any circumstances once the price bid is opened / tender is accepted / order is placed. Withdrawal of the quotation after it is accepted and / or failure to make the supply within the stipulated delivery period shall entail cancellation of the order and forfeiture of Earnest Money Deposit / Security Deposit, if any, and / or risk purchase.
5. KVAT, CST applicable as the case may be, should be specified . All other taxes such as Excise Duty , Customs Duty and other taxes and duties, if any, payable should be made inclusive. Maximum possible discount shall clearly be indicated separately and quoted in the first instance itself in the offer. Discounts if offered after the opening of the tender with a view to alter the tender position may lead to disqualification of the tender submitted.
6. The delivery required is indicated in the enquiry. The tenderer is requested to agree the same. However, in case of inability, may quote the shortest delivery time; but to be adhered to. Requests for extension of delivery period after placement of order in general shall not be agreed to.
7. Standard payment term of LDCL is given separately in Annexure-IV (Tender Conditions Special) . The tenderer shall confirm acceptance of the same in the offer.

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8. An **EARNEST MONEY DEPOSIT** of **Rs.10,000-00** (Rupees Ten Thousand only) shall be remitted by NEFT chalan to Account No.43011010000766 of Syndicate Bank M.G.Road, Ernakulam, IFSC Code:SYNB0004301, MICR Code: 682025005 in favour of Lakshadweep Development Corporation Limited, Cochin-682036, India. The EMD amount will be treated as Security Deposit for the successful bidder and will be returned without interest after the satisfactory completion of the contract. .After finalization of the tender, in case the successful bidder do not accept the Purchase Order and/or fails to execute the same, the EMD remitted by the said bidder will be forfeited.
9. Manufacturer's name, their trademark and brand, if any, shall be mentioned in the tender and illustrated leaflets giving technical particulars etc., shall be attached with the offer to conclude the technical evaluation without seeking any clarifications from the tenderer. Offers, if submitted without sufficient details may lead to disqualification of the same.
10. Items offered shall conform to the enquiry specifications and other details enclosed with the enquiry.
11. The bidder shall submit samples and detailed literature free of cost, if called for, and get the same approved before commencement of supply.
12. The quantity of item to be purchased may vary according to actual requirement at the time of placing orders and hence LDCL, Cochin, reserves the right to do so at their discretion for the same.
13. The EMD remitted will be retained towards Security Deposit of the successful bidder/s. The EMD/Security Deposit remitted as above shall be returned without any interest on successful completion of the supply/contract.
14. A Rate Contract Agreement (please see Annexure-A) on stamp paper worth Rs.100-00 (Rupees One Hundred only) has to be executed by the successful bidder regarding supply of the items, as per the order placed.
15. Should failure in performance of the contract or part thereof arise from war insurrection, restraint imposed by Government, Act of Legislature or other Statutory Authority or illegal strike, riot, legal lock-out, flood, fire, explosion, Act of God or any inevitable or unforeseen event beyond human control which may be construed as reasonable ground for an extension of time on force majeure condition, LDCL may allow such additional time as in mutually agreed, to be justified by the circumstances of the case. The occurrence / cessation of force majeure situation is to be informed with documentary evidence within 15 days from the date of occurrence/ cessation.

(Contd....3)



16. In case of delay in supply of ordered item/materials/equipment beyond the stipulated delivery period the supplier shall pay Liquidated Damage (and not by way of penalty) a sum equivalent to 1% (one percent) per month of the value of materials delayed, subject to maximum of 5% (Five percent) of the order value. If the supplier fails to supply the items ordered within the delivery date, the progress in making ready for delivery does not commensurate with the period agreed or violate any of the terms and conditions of the purchase order, LDCL shall have the rights to terminate the contract with 15days notice and / or forfeiting the Security Deposit, besides, initiate alternate procurement at the risk and cost of the supplier.
17. The items supplied should have the guarantee offered by the manufacturer against faulty materials and bad workmanship. Supplier shall replace the same free cost immediately any defective part/system due to the above reason within the guarantee period.
18. Suppliers are allowed to depute their authorized representative to be present at the time of opening the tender.
19. LDCL do not bind by themselves to accept the lowest or any tender. The Managing Director of LDCL is empowered with the right to accept or reject any or all or a part of any tender at his discretion, without assigning any reason.
20. All questions, disputes or differences arising under / out of, or in connection with contract shall be subject to the exclusive jurisdiction of the place, from which the acceptance of the tender is issued.
21. The tenders without the specified EMD will be rejected and will not be considered for price bid opening.
22. Offers not in compliance with the conditions above are likely to be rejected.

For Lakshadweep Development Corporation Ltd.

Managing Director

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Tender No.CM/T/V/010/12

Due on 12-02-2013

**CHECK LIST**

The tenderer shall confirm the following points and certify for compliance. Deviations, if any, shall clearly be mentioned and details attached.

<u>Sl.No.</u>	<u>Particulars.</u>	<u>Confirmations.</u>	
1.	Offer complies with tender specifications	YES	NO
2.	Offer is made as per terms in the Bid System	YES	NO
3.	EMD enclosed with Technical Bid	YES	NO
4.	Deviation if any, from the Price Bid format (Enclose specimen)	YES	NO
5.	Offer complies with all the clauses/conditions of Annexure-IV & V	YES	NO
6.	Offer complies with the following clauses of Annexure-VI.		
a.	Clause-1	YES	NO
b.	Clause-2	YES	NO
c.	Clause-3	YES	NO
d.	Clause-4	YES	NO
e.	Clause-5	YES	NO
f.	Clause-6	YES	NO
g.	Clause-7	YES	NO
h.	Clause-8	YES	NO
i.	Clause-10	YES	NO
j.	Clause-11	YES	NO
k.	Clause-12	YES	NO
l.	Clause-13	YES	NO
m.	Clause-15	YES	NO
n.	Clause-16	YES	NO
o.	Clause-18	YES	NO
p.	Clause-19	YES	NO
q.	Clause 20	YES	NO
r.	Clause-21	YES	NO
s.	Clause-22	YES	NO

Signature:

Name:

Designation:

AGREEMENT FOR SUPPLY OF LSA & FFA ITEMS REQUIRED FOR OUR VESSELS  
ON ANNUAL RATE CONTRACT BASIS

This Agreement made this.....day of .....(month) 2013 between M/s.  
.....(Name and full address of the supplier).....  
.....(hereinafter called the “SUPPLIER” which term shall wherever the context  
so admits include their heirs, legal representatives and assignees) represented by  
Shri.....(Name & designation) on the one part and Lakshadweep  
Development Corporation Limited (A Government of India Undertaking), 27/1038 B,  
Panampilly Nagar, Cochin – 682 036 (hereinafter called “LDCL” which expression shall  
wherever the context so admits include his successors in the office and assignees) represented by  
Shri. V.C. Pandey, Managing Director, on the other part.

WHERE AS “SUPPLIER” has agreed with LDCL for supply of LSA & FFA items on annual  
rate contract basis as specified and at the prices and in the manner and upon the terms and  
conditions described in the schedule hereto and hereinafter mentioned.

NOW THESE PRESENCES WITNESSETH AND the parties mutually covenant and agree as  
follows:

1. The items supplied shall be strictly in accordance with the specifications, qualities and prices as mentioned in the schedule enclosed and shall be delivered within the stipulated period by SUPPLIER in the place as prescribed in the schedule. The Items shall be subject to inspection and acceptance or rejection by LDCL or such other persons appointed by LDCL from time to time. In case it is not in accordance with the specifications etc. of the schedule, the decision of Managing Director, LDCL as regards to the quality of material as well as workmanship etc. shall be final and binding on the contract.
2. The items supplied shall be genuine and good quality as specified in the schedule enclosed and shall meet the requirement.
3. The agreed price shall be firm and not subject to fluctuations at any date till the completion of the contract.
4. The scope of supply shall be done to the entire satisfaction of the Purchaser/authorized person of LDCL. The decision of the Managing Director, LDCL shall be final as regards to quality of material and other discrepancies, if any, and shall be binding on supplier as per the specifications mentioned in the order.

5. If SUPPLIER fails to complete supply within the period specified in the part orders, or within such extended period as may be allowed by the Managing Director, LDCL, SUPPLIER shall pay or allow LDCL to deduct the sum equivalent to 1% of the value of the part order per month or part thereof subject to a maximum limit of 5% of value of the part order.
6. In the event of SUPPLIER failing to complete supply of any part order, in all respects in the manner stipulated in the contract within the prescribed time or within the extended time, the Managing Director, LDCL shall have the right to cancel the part order without giving any notice and to make alternate procurement through risk purchase from other suppliers or parties for supply of scope of such part order. The additional expenditure incurred by the LDCL in this exercise also shall be borne by SUPPLIER. Such amount shall be deducted from the amount unpaid to SUPPLIER / security deposit retained, if sufficient, and if not sufficient, it will be compensated by SUPPLIER.
7. In the event of SUPPLIER failing to complete supply, in all respects in the manner stipulated in the contract within the prescribed time or within the extended time, the Managing Director, LDCL shall have the right to terminate the whole contract and to make alternate procurement. The Managing Director, LDCL, shall have also freedom to enter into any contract with other suppliers or parties for supply of balance scope. The additional expenditure incurred by the LDCL in this exercise also shall be borne by SUPPLIER. Such amount shall be deducted from the amount unpaid to SUPPLIER / security deposit retained, if sufficient, and if not sufficient, it will be compensated by SUPPLIER.
8. Soon after the delivery of material r the authorized person of LDCL shall inspect and acknowledge receipt on the delivery note duly affixing signature and rubber stamp indicating the port of receipt. Acknowledged delivery note for receipt as above alone shall be the proof of delivery of the items. If the items supplied are not acceptable, on behalf of LDCL the above concerned will require it to be replaced or re-changed to the satisfaction. The decision of the Managing Director, LDCL or his authorised representative shall be final and binding on SUPPLIER who may arrange for his representative to be present at such inspection.
9. If guarantee is involved for the items supplied, guarantee certificate and other details if any relevant to avail the facilities under guarantee coverage shall be provided along with the delivery documents.
10. SUPPLIER shall not assign this contract or sublet any portion thereof to any party whatsoever without prior approval of LDCL, in writing.
11. SUPPLIER shall be responsible for any accident, damage or injury caused to any of his employees during execution of the work and shall hold the LDCL blameless in respect thereof and also in respect of any claims made by any person in the employment of supplier or any reason whatsoever.
12. SUPPLIER shall be responsible for all structural or decorative damages to the property of LDCL and all the damages caused by him / his agents be rectified at his own cost.

13. LDCL or their representative shall be at liberty to object and require SUPPLIER to remove from the works and persons employed by the SUPPLIER for the works, who in the opinion of LDCL or their representative misconducts himself or is incompetent or negligent in the proper performance of office duties and such persons shall not be again employed upon the works without the permission of LDCL.

14. LDCL shall not be liable for any damage or compensation payable as per law, due to any accident or injury to any workman or other persons in the employment of SUPPLIER or any sub-contractor. SUPPLIER shall indemnify and keep indemnified LDCL against all such damages, compensations, all claims, demands, proceedings, cost, charges and expenditure whatsoever in respect thereof or in relation thereto.

15. The amount payable under the contract is inclusive of everything required to be done by specifications, conditions of supply and also such work as is necessary for the proper completion of the contract although special mention thereof may have been omitted in the specification.

16. All questions, disputes or differences arising under, out of or in connection with this Agreement, if not concluded shall be subjected to the exclusive jurisdiction of the place, from which the acceptance of the tender is issued.

17. The payment shall be made as per the relevant rates and terms in the schedule given herewith.

18. The payment will be withheld on any violation / default / non-compliance of any of the specification, terms and conditions laid down in the schedule hereto.

19. The delivery of the items shall be made as specified in the orders in good packing and within the period specified there in. The SUPPLIER shall be responsible for the damages caused to the materials due to improper and inferior quality packing of stores.

20. Without prejudice to other rights under the terms of this agreement it is agreed that if SUPPLIER is delayed or prevented from fulfilling any of the duties or obligations under this contract by reasons of strikes, lockouts, fire, accidents, or any bonafide cause beyond the reasonable control by SUPPLIER and such delay or impediment occurs before the stipulated time of despatch it shall be the duty of SUPPLIER to set forth this case in time and request for extension of delivery period. Such requests will be considered on merits and extension of time to fulfill the contract shall be granted at the discretion of the Managing Director, LDCL or any other person authorised by him on his behalf.

21. This contract does not, in any way, prevent the rights of LDCL continuing with the policy of vendor development programme.

22. In witness whereof, SUPPLIER M/s....., and LDCL have hereunto set their respective hands and seal the day, month and year first above written.

SHRI.....

M/s.....

.....

.....

**SHRI. V.C. PANDEY.**

Managing Director,

**Lakshadweep Development Corporation Ltd**

**27/1038 B, Panampilly Nagar**

Ernakulam, Cochin-682 036

In the presence of: -

1)

(Supplier's witness)

2)

(LDCL's witness)

### **GUARANTEE**

We, M/s....., undertake to replace the items, if any, found to be unacceptable / defective on delivery and inspection by the authorized person of LDCL within the time specified with satisfactory / acceptable quality product.

### **DOCUMENTS**

Following documents will be treated as part of the agreement: -

1. Tender Document No. CM/T/V/010/12 Due on 12-02-2013
2. The offer submitted by the Contractor, M/s....., against tender no. CM/T/V/010/12 together with price bids and other correspondences submitted as given in the Rate Contract Purchase Order.
3. LDCL Rate Contract Purchase Order No .....dt .....

