

**VISAKHAPATNAM PORT AUTHORITY  
MARINE DEPARTMENT**

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**NOTICE INVITING E-TENDER (NIT)**

**E-TENDER NOTICE NO. IMAR/DCO/D/Highly Manoeuvrable lunch/2025, Dt.08.09.2025**

1	ORGANISATION	:	VISAKHAPATNAM PORT AUTHORITY
2	DEPARTMENT	:	MARINE DEPARTMENT
3	NIT NUMBER	:	IMAR/DCO/D/ Highly Manoeuvrable lunch/2025 DT.08.09.2025
4	NAME OF THE WORK	:	Hiring of one Highly Manoeuvrable lunch for three years and extendable for 2 more years
5	ESTIMATE AMOUNT PUT TO TENDER	:	Rs.2,32,79,040/- (Excluding GST)
6	Period of contract/total contract value	:	3 years / Total contractor value Rs.2,32,79,040/-
7	PERIOD OF HIRING	:	Three years from the date of Award plus extension two more years
8	FORM OF CONTRACT AND CLASS OF CONTRACT	:	Any reputed contractors / firm having experience in similar works.
9	BIDDING TYPE	:	Open
10	BID CALL NO.	:	2nd call
11	TYPE OF QUOTATION	:	Item rate
12	TRANSACTION FEE	:	Rs.1770/- (including GST) Payable in online through e-tenders portal only
13	EMD/BID SECURITY	:	<b>Rs.3,32,790</b> /- Payable in online through e-tenders portal only
14	BID DOCUMENT DOWNLOADING START DATE	:	<b>09.09.2025 from 10.00hrs</b>
15	PRE-BID MEETING DATE & TIME	:	<b>15.09.2025 at 15.00hrs</b>
16	BID DOCUMENT DOWNLOADING END DATE	:	<b>30.09.2025 up to 15.00hrs</b>
17	LAST DATE AND TIME FOR RECEIPT OF BIDS	:	<b>30.09.2025 up to 15:30hrs</b>
18	BID VALIDITY	:	180 days from the date of opening
19	BID OPENING DATE	:	<b>01.10.2025 at 15.30hrs</b>
20	OFFICER INVITING BIDS	:	Dy.CONSERVATOR, VPA.
21	BID OPENING AUTHORITY	:	HARBOUR MASTER, VPA
22	ADDRESS	:	O/o Deputy Conservator, Near Sri Venkateswara Temple, Port area, Visakhapatnam-35.
22	CONTACT DETAILS	:	: 0891-2875502/2875503

**NOTE:**

- (I) The rate quoted shall be exclusive of all taxes and Duties.
- (II) Rate to be quoted in Indian Rupees only
- (III) The rate quoted should be exclusive of GST. GST will be paid subject to submission of proof of GST registration.

For further details kindly visit our e-procurement website <https://etenders.gov.in>. The Tenderer who have downloaded the Tender document from our website shall intimate the Port along with the cost of Tender by Demand Draft for Rs.1,770/- drawn in favour of FA&CAO/VPA.

## **LIST OF DOCUMENTS**

1.	Important Instructions for submission of Tender through ONLINE	<b>PART - I</b>
	Tender Document Detailed Notice Inviting Tender (Section-1) Instructions to BIDDERS ( <b>Section 2</b> ) <b>Annexure 1 to 7</b>	
2.	<b>Forms 1 to 3</b> Undertaking General Conditions of Contract ( <b>Section 3</b> ) Special conditions of Contract ( <b>Section 4</b> ) Integrity Pact ( <b>Section 5</b> )	<b>PART - II</b>
3.	Price Bid <b>Annexure 8</b>	<b>PART - III</b>
4.	<b>Price Bid Formula</b> and <b>VPA Bank Details</b>	<b>PART - IV</b>
5.	Techno – Commercial Terms for BIDDER's response	<b>PART - V</b>

**PART – I**  
**IMPORTANT INSTRUCTIONS**

**NIT No. IMAR/DCO/D/ Highly Manoeuvrable lunch/2025 Dated . 00 .2025**

**TITLE OF WORK: “Hiring of a Highly Manoeuvrable lunch for Marine Department of Visakhapatnam Port Authority (VPA) for three years and extendable for two more years”.**

It is requested to read the terms & conditions of this tender before submitting your quotation online. Non-compliance with the conditions with documentary proof (wherever required) will disqualify in the Tender for opening of price bid.

1.	<p><b><u>PROCESS OF E-TENDER:</u></b></p> <p><b>A) Registration:</b> The process involves vendor’s registration (<a href="http://etenders.gov.in">http://etenders.gov.in</a>) on his/her/their own, free of cost on e-procurement website. Only after registration, the vendor(s) can submit his/their bids electronically. Electronic Bidding for submission of Techno-Commercial Bid as well as Price Bid over the internet will be done. The Vendor should possess Class-III signing type digital certificate. Vendors are to make their own arrangement for bidding from a P.C. connected with Internet. VPA are not responsible for making such arrangement. (Bids will not be recorded without Digital Signature).</p> <p><b>SPECIAL NOTE: The price bid and the commercial bid has to be submitted on-line at ( <a href="http://etenders.gov.in">http://etenders.gov.in</a> ).</b></p> <p>1) Vendors are required to register themselves online with <a href="http://etenders.gov.in">http://etenders.gov.in</a>) on e-Procurement →PSU/Government depts. → VPA → Register as Vendor Filling up details and creating own user id and password → Submit.</p> <p>2) Vendors will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form. In case of any clarification, please contact VPA, (before the scheduled time of the e-tender).</p> <p><b>1)SYSTEM REQUIREMENT:</b></p> <p>i) Windows 98 / XP-SP3 &amp; above / Windows 7 Operating System ii) IE-7 and above Internet browser iii) Class-III Signing type digital signature iv) JRE-7 update 60 and above software to be downloaded and installed in the system.</p> <p>To enable ALL active X controls and disable ‘use pop up blocker’ under Tools Internet Options custom level.</p>
.	<p>(A) Techno-Commercial bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.</p> <p>(B) Price bid will be opened electronically of only those bidder(s) whose Techno-Commercial Bid is found to be Techno-Commercially acceptable by VPA. Such bidder(s) will be intimated date of opening of Price bid, through valid email confirmed by them.</p>

	<p><b>Note:</b> The BIDDERS are advised to offer their best possible rates. There would generally be no negotiations hence please submit your most competitive prices while submitting the price bid. However in case the lowest rate appears to be reasonable taking into account the prevailing market conditions, the order may be awarded to the lowest bidder and if the rate is still considered high, action as per prevailing instruction/guideline shall be taken.</p>
3.	All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
4.	<p><b><u>Special Note towards Transaction fee :</u></b> Payment Of Transaction fee in favor of FA&amp;CAO/VPA.</p> <p>The BIDDERS are requested to communicate the UTR No. and E-tender No. and a certificate in Bank's letter head mentioning UTR No. amount, No. of the account debited, Name of the remitter and No. of the remitter by Fax or Email.</p> <p><b><u>NOTE:</u></b> The BIDDERS should submit the transaction fee well in advance before the last date of submission of tender as they will be activated for bid submission only after receipt of transaction fee by VPA.</p> <p><b>CONTACT DETAILS :</b> Email ids: <a href="mailto:dc.vpt@gov.in">dc.vpt@gov.in</a></p> <p>BIDDERS may please note that the transaction fee should be deposited by debiting the account of the bidder only; transaction fee deposited from or by debiting any other party's account will not be accepted. Transaction fee is non-refundable.</p> <p>In case of failure to make payment towards Transaction fee for any reason, the vendor, in term, will not have the access to online e-tender.</p>
5.	<p>In case of failure to access the payment towards cost of tender document &amp; EMD for any reason, the vender, in turn, will not have the access to on line e-tender and no correspondence in this respect will be entertained and VPA will not be responsible for any such lapses on this account. Bidder(s) are advised to make remittance of tender fee and EMD well in advance Vendors are instructed to use <b>Upload Documents</b> link in My menu to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.</p> <p>Once documents are uploaded in the library, vendors need to attach documents through <b>Attach Document</b> link against the particular tender. For further assistance please follow instructions of vendor guide.</p>

6.	All notices and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by VPA as well as by (e-procurement service provider). Hence the BIDDERS are required to ensure that their corporate email <b>I.D.</b> provided is valid and updated at the stage of registration of vendor with (i.e., service provider). BIDDERS are also requested to ensure validity of their DSC (Digital Signature Certificate).
7.	<p>(i) Please note that there is no provision to take out the list of parties downloading the tender document from the web site mentioned in NIT. As such, BIDDERS are requested to see the web site once again before the due date of tender opening to ensure that they have not missed any corrigendum uploaded against the said tender after downloading the tender document. <b>The responsibility of downloading the related corrigenda, if any, will be that of the downloading parties.</b></p> <p>(ii) No separate intimation in respect of corrigendum to this NIT (if any) will be sent to BIDDER (s) who have downloaded the documents from web site. Please see website <a href="https://etenders.gov.in">https://etenders.gov.in</a>.</p>
8.	E-tender cannot be accessed after the due date and time mentioned in NIT.
9.	<p><b>Bidding in e-tender: Bidder(s)</b> need to submit necessary EMD, Tender fees and Transaction fees to be eligible to bid online in the e-tender.</p> <p>Tender fees and Transaction fees are non-refundable. No interest will be paid on EMD. EMD of the unsuccessful bidders) will be refunded by VPA.</p> <p>i) The process involves Electronic Bidding for submission of Techno Commercial Bid as well as Price Bid.</p> <p>ii) The bidder(s) who have submitted the above fees can only submit their Techno Commercial Bids and Price Bid through internet in VPA e-procurement website <a href="http://etenders.gov.in">http://etenders.gov.in</a></p> <p>iii) The bidder should allow to run an application namely an Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after clicking on the Techno-Commercial bid. If this application is not run then the bidder will not be able to save/submit his bid.</p> <p>iv) After filling the Techno-Commercial Bid, bidder should click 'save' for recording their Techno-Commercial bid. Once the same is done, the Price Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their price bid. Then once both the Techno-Commercial bid &amp; price bid has been saved, the bidder can click on the "Submit" button to register their bid.</p> <p><b>NOTE:</b> The Techno-Commercial bid &amp; price bid cannot be revised once the submit button has been clicked by the bidder.</p> <p>v) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.</p> <p>vi) During the entire e-tender process, the BIDDERS will remain completely anonymous to one another and also to everybody else.</p> <p>vii) The e-tender floor shall remain open from the pre-announced date &amp; time and for as much duration as mentioned above.</p>

	<p>viii) All electronic bids submitted during the e-tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Employer will form a binding contract between Employer and the Bidder for execution of work. Such successful BIDDER shall be called hereafter <b>CONTRACTOR</b>.</p> <p>ix) It is mandatory that all the bids were submitted with digital signature certificate otherwise the same will not be accepted by the system.</p> <p>x) Employer reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.</p> <p>xi) No deviation of the term and conditions of the tender document is acceptable. Submission of bid in the e-tender floor by any bidder confirms his acceptance of terms &amp; condition for the tender.</p> <p>xii) Unit of Measure (UOM) is indicated in the e-tender Floor. Rate to be quoted should be in Indian Rupee as per UOM indicated in the e-tender floor/tender document.</p>
10.	Any order resulting from this open e-tender shall be governed by the terms and conditions mentioned therein.
11.	No deviation to the technical and commercial terms & condition are allowed.
12.	After submitting online bid, the bidder cannot access the tender, once it has been submitted with digital signature.
13.	VPA has the right to cancel this e-tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
14.	The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website.
15.	The BIDDERS must upload all the documents required as per terms of NIT. Any other document uploaded which is not required as per the terms of the NIT shall not be considered.
16.	The bid will be evaluated based on the filled in technical & commercial formats.
17.	The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, EMD of Defaulting bidders will be forfeited. Punitive action including suspension and banning of business can also be taken against defaulting.
18.	<p><b><i>Bidders opted for EMD/ Transaction fees exemption having NSIC / MSE should meet the following:</i></b></p> <p><b><i>a) Bidders have to submit the supporting documents issued by competent Govt. bodies to become eligible for above exemption.</i></b></p> <p><b><i>b) Certificate issued by NSIC/MSE shall cover the items tendered to get fee exemption.</i></b></p> <p><b><i>c) NSIC Certificate shall be valid as on due date/extended due date of the tender.</i></b></p> <p><b><i>d) In case the bid is submitted as an Indian arm of a foreign bidder and the eligibility criteria conditions were met through foreign company, then the EMD exemption cannot be claimed under the MSME status of Indian arms/subsidiary.</i></b></p>
18.	<p><b><u>Nodal Officer:</u></b></p> <p>Harbour Master: 0891-2875503</p>

**PART – II****INDEX**

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## SECTION-1

# VISAKHAPATNAM PORT AUTHORITY

**N.I.T. No. IMAR/DCO/D/ Highly Manoeuvrable lunch/2025 , Dt.**  
**00 .00.2025**

“Hiring of a Highly Manoeuvrable lunch for Marine Department of Visakhapatnam Port Authority (VPA) for three year and extendable for two more years”.

## **NOTICE INVITATION TO TENDER**

- a) The Deputy Conservator, Visakhapatnam Port Authority invites **E-tenders in Two Bid system** (EMD & Cost of Tender Document, Techno-Commercial Bid and Price Bid) are invited on behalf of Visakhapatnam Port Authority (VPA), from the reputed, bonafide, resourceful & experienced firms for the subject Work.
- b) Details of Pre-Qualification criteria for the BIDDERS, time schedule and EMD to be submitted by the BIDDERS for participation in this tender are given below:

1.2.1	Estimated cost	<b>Rs.2,32,79,040/-(excluding GST)</b>
1.2.2	Cost of Tender Document	<b>Rs.1,770/- ( Rs.1500+GST @ 18% )</b>
1.2.3	Earnest Money Deposit	<b>Rs.3,32,790/- (Also refer Clause 2.6)</b>
1.2.4	Tender Submission	<b>On line on VPA e-procurement website.</b> <a href="http://etenders.gov.in">http://etenders.gov.in</a> .
1.2.5	Work Contract Period	<b>3 YEARS and extendable for two more years</b>
1.2.6	Scope of work	<ol style="list-style-type: none"><li>1. The launch with 4 (four) additional persons will be required to collect the floating garbage from the harbor waters and transfer them ashore during the day time for about 12 hours in a day daily as directed.</li><li>2. During the rest of the time of the day. The launch without the 4 additional persons) will be engaged for patrolling the harbor waters with the CISF personnel onboard.</li><li>3. The launch is also required to be engaged in oil spill response operation/ maintenance/drills within Visakhapatnam Port water limits as and when required by Deputy Conservator or by the Officer nominated by the DC.</li></ol>



**c. Qualification Criteria of the BIDDER :**

- i. Average Annual Financial Turnover during the last three years ending 31<sup>st</sup> March 2024 or 2025 should be at least 30% of the estimated amount ( i.e., **69,83,712/-**) Supporting documents to fulfill the Average annual Financial Turnover during the last three years, duly certified by Chartered Accountant shall be furnished.
- ii. The BIDDER shall have successfully completed **Similar Works** during last **07 (seven) years** ending on **31.03.2025** in which applications are invited should be either of the following:
  - a. Three similar works each of value not less than amount 40% of the present estimated cost (i.e., **Rs.93,11,616/-**)
  - OR
  - b. Two similar works each of value not less than amount 50% of the present estimated cost (i.e., **Rs.1,16,39,520/-**)
  - OR
  - c. One similar work of value not less than amount 80% of the present estimated cost. (i.e., **Rs.1,86,23,232/-**)
- iii. Tender should either **own** or should be in **possession** of launch/committed demise charter hire of boat. In case the tenderer is not own the launch(s), he should submit the valid documents to prove that he has entered into a lease/Agreement for charter hire of launch(s) for deploying them in **VPA** during the period of contract and undertake to **supply the launch by 09.02.2026.**

**All necessary documents mentioned in Clause No.2.16 of I.T Section, to be submitted.**

The BIDDERS shall enclose the notarized copy of supporting documents, if not original to fulfill the eligibility criteria for pre-qualification viz. work order copies for similar works, successful completion certificates from clients indicating date of completion etc.

**However, in case of ongoing contracts, the completed period of the contract would be considered and the cost of the completion of work shall meet the requirement at Section I, Clause-C (ii) a, b and c. Submit satisfactory performance certificate from the employer for the completed period of the Contract and the certificate shall be attested by Notary and submitted.**

**“Similar Work”** means the service provider should have experience in **“Supply, manning, Operation & Maintenance of Highly Manoeuvrable lunches/Speed boats / Tugs/ Service boats /Pilot Launches in Port Sector (Govt. / Private) / PSU”**. The BIDDERS shall enclose the notarized supporting documents viz., work order copies for “Similar Works”, Successful completion Certificate indicating the value for which work was completed.

- iv. The Tender Document is also available in VPA's Web Site, <http://etenders.gov.in> The BIDDERS intending may download the same for reference and bid submission through online.

- v. However, they have to deposit the prescribed Tender document fee i.e. Rs.1,770/- (Rs.1500/- + GST @ 18%) (Rupees One thousand seven hundred seventy only) as per VPA instructions.
- vi. In case the tender document is downloaded from the Website, the Bidders are required to intimate the tender Cell, VPA about the same to enable correspondence with them, if required.  
Phone Nos:0891-2875603, 0891-2875503 e- mail: dc.vpt@gov.in
- vii. Amendments / further information etc. pertains to the tender, if any, shall be uploaded only on the above websites/VPA Portal, to be referred by the prospective BIDDERS from time to time.
- viii. International bidder / Manufacturer having relevant experience may participate in the bid through authorized agent/representative having registered office in India. In that case Indian representative / Agent must submit documentary evidence of the Terms and Conditions of such appointment as agent duly apostil in the country of origin and validity of such agency should be more than Defects Liability Period of the Contract.
- ix. The credentials of the main manufacturer, who wish to execute the contract for supply through authorized agent, may be considered for evaluation. Main manufacturer shall furnish documents in support of authorizing his agent/dealer to act on his behalf and submit parent Company Undertaking and Parent Company Guarantee in acceptable forms for supply and performance of the equipment being tendered as per tender stipulation.
- x. Indian BIDDERS must submit their bids in their name without any Agent or authorized representative.

d) **Pre-bid meeting:**

- (i) They shall **submit the queries uploaded in VPA website in writing to The Tender Cell, Marine Department, Visakhapatnam Port Authority, well in advance through e-mail [dc.vpt@gov.in](mailto:dc.vpt@gov.in)** so that the queries can be attended to. The pre-bid queries will be received upto **1500 hrs. on 12.09.2025**. The pre-bid queries will not be entertained after the cutoff date & time.
- (ii) **Pre-bid meeting** will be held in the chamber of Deputy Conservator, Chamber Marine Department, VPA, at 1500 hrs. on 15.09..2025 with the representatives of the firms who wish to attend the meeting.
- (iii) Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all Registered BIDDERS and also published in Port and Govt. Tender websites. Any modification of the bidding documents which may become necessary as a result of the pre-bid meeting shall be made by the DEPUTY CONSERVATOR exclusively through the issue of an Addendum pursuant to Clause 2.9 and not through the minutes of the pre-bid meeting. Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.  
The due date of submission of offers shall be intimated after pre-bid meeting unless otherwise notified. In the event of changes in the schedules, the VISAKHAPATNAM PORT AUTHORITY notifies the same through its web site and also in writing only to those prospective BIDDERS.

- e) If the offers are not received according to the instructions detailed here above, they shall be liable for rejection.
- f) Firm's must submit self-declaration that
  - 1. The firm has not been debarred/de-listed by any country and also by any Government/Quasi Government/Public Sector Undertakings in India.
  - 2. The proprietor/Partner or any authorized member of the BIDDER is not associated with other BIDDER bidding for the same work.
- g) The Firm's shall note the following while submitting their Tender.
  - i) If a BIDDER or if any one of the members/ partners participates in more than one Tender, all the Tenders in which he has participated shall be considered invalid.
  - ii) Shall submit his Tender strictly according to the Instructions to the BIDDERS and shall not be permitted to change, alter, delete, and modify any Clause of the Tender Documents and / or Addendum / Corrigendum.
  - iii) All Statutory deductions including labour Cess shall be recovered from each bill as per prescribed rates.
  - iv) Visakhapatnam Port Authority reserves the right to reject any or all Tenders without assigning any reason thereof and does not bind themselves to accept the lowest Tender.

**Deputy Conservator  
Visakhapatnam Port Authority**

## **INSTRUCTIONS TO BIDDERS (ITB)**

- 2.1 E-Tenders in Two Cover system are invited from the reputed, bonafide, resourceful & experience firms for the work of tender for **“Hiring of a Highly Manoeuvrable lunch for Marine Department of Visakhapatnam Port Authority (VPA) for three year and extendable for two more years”**.

### **2.2 TENDER SUBMISSION:**

The tender shall be uploaded as follows:

a) Technical Bid shall contain the following:

- i. EARNEST MONEY DEPOSIT for **Rs.3,32,790/-** (Rupees three lakhs thirty two thousand and seven ninety only) – (or) DD (or) Banker's Cheque.
- ii. COST OF TENDER DOCUMENT for Indian Rs.**1,770/-** (Rs.1500/- + GST @ 18%) Receipt /DD/Banker's cheque and
- iii. **All the documents as per Clause 2.16. Technical Bid should not contain Price bid. “Disclosure/indication of Price in the Technical Bid shall render the tender disqualified and rejected.**

b) **PRICE BID** shall contain only the **Price schedule** in the prescribed form given in this Tender document. **Price Bid only through ONLINE.**

Any condition imposed in the Price Bid shall make the Tender liable for out-right rejection.

### **2.3 LAST DATE FOR SUBMISSION OF TENDER:**

VPA may at its sole discretion reserves the right to extend the date for receipt of tender.

### **2.4 AUTHORITY IN SIGNING TENDER DOCUMENTS**

- i. The Tender, if submitted on behalf of a Partnership Firm should be signed either by all the partners or some of the partners or other person/s holding a valid **“Power of Attorney”** from other partners or all the partners constituting the firm. Such power of Attorney shall be submitted in Original. Each partner shall be fully responsible for any non-compliance of Terms and conditions.
- ii. In case of a company, the tender should be signed by a person holding a valid **“Power of Attorney”** executed in his favor in accordance with the constitution of the Company.

- iii. In case of partnership, documentary evidence as per existing rules/Act made be statutory body.
- iv. The tender document shall be duly filled in, signed and stamped on all pages.

## **2.5 BIDDER TO INFORM HIMSELF FULLY.**

- I. THE BIDDER is expected to examine carefully the contents of all the documents provided like Instructions to the BIDDERS, General and Special Conditions of Contract, Scope of work and Specifications etc. Failure to comply with the requirements of the tender will be at the BIDDERS own risk. The BIDDER to ensure to make a complete and careful examination of requirements and other information set out in the tender document.

The BIDDER shall be deemed to have, visited the site and surroundings and have obtained all necessary information in all the matters whatsoever that might influence while carrying out the works as per the conditions of the tender and to satisfy himself to sufficiency of his tender etc.

- II. The BIDDER is advised to acquaint himself with the job involved at the site, like communication facilities, laws and bye laws in force from Government of India; and other Statutory bodies, VPA rules and Regulations as well as CISF regulation for the issue of passes and collect all information that may be necessary for preparing and submitting the tender and entering into Contract with VPA.
- III. BIDDER shall bear all costs associated with the preparation and submission of his tender and VPA will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
- IV. The BIDDER and/or his representatives will be granted permits to visit the site for the purpose of inspection, on receipt of a formal written request. The Bidder will be fully responsible for any injury (whether fatal or otherwise) to himself or his representatives for any loss or damage to property or for any other loss, damage, costs and expenses, whatsoever caused which but for the granting of such permission would not have arisen.

## **2.6 EARNEST MONEY DEPOSIT (EMD)**

- i) The tender shall be accompanied by Earnest Money Deposit of **Rs.3,32,790/-** (Rupees three lakhs thirty two thousand and seven ninety only) in the form in online mode through RTGS/NEFT/Net banking etc.. Further, the bidders shall upload the copy of the online transaction details with UTR No. along with the Technical bid documents failing which the bid shall be summarily rejected.

- ii) In the event of BIDDER withdrawing his tender before the expiry of tender validity period of 180 days from the latest closing date of submission of Tender, the tender shall be cancelled and EMD shall be forfeited.
- iii) The Earnest Money Deposit of unsuccessful BIDDER shall be returned without interest as early as possible on award of Contract to the successful BIDDER. The Earnest Money Deposit of the successful BIDDER shall be refunded (without interest) only on receipt of Performance Guarantee as stipulated in the tender Clause 2.23. The BIDDERS are required to furnish a HR duly signed & Stamped for refunds of EMD.
- v) In the event of forfeiting the bid, bid security with GST and applicable taxes shall be collected.

## **2.7 ACCEPTANCE OF TENDER:**

VPA reserves the right to accept or reject all or any tender without assigning any reasons and does not bind them to accept the lowest offer.

## **2.8 TENDER VALIDITY:**

The tender validity shall remain valid for acceptance of a period of 120 days from the last date of submission of bids. VPA reserves their right to extend the last date of submission of bids. The request and the response, there to, shall be made in writing by post, email or by Fax. However, if any BIDDER agrees to extend the validity of his tender, he shall not be permitted to modify his tender. Incase extension of validity of tender if required, it shall be done by mutual consent of Port and bidder.

## **2.9 AMENDMENTS**

- i. At any time, prior to the last date for submission of tenders, VPA reserves the right to amend modify the tender document by issuing Addendum/Corrigendum which shall be uploaded in the VPA Websites.
- ii. The Addenda/ Corrigenda so issued shall form part of the Contract and shall be binding upon the BIDDERS. VPA may at their discretion, extend the last date for submission of the tender, to enable the BIDDERS to have reasonable time to submit their tender after taking into consideration such amendments, which shall also be uploaded to the Websites. **The BIDDER shall acknowledge receipt of such Addenda/Corrigenda and upload the same along with his Tender duly signed and sealed in all pages.**

## **2.10 ERRORS IN THE TENDER DOCUMENT:**

- i. Tender shall be prepared, signed and uploaded only by that Firm/Corporation in whose name the tender documents have been issued. The tender shall be typed or written in indelible ink and all pages of the tender shall be signed.
- ii. The BIDDER shall submit complete tender and the same shall be without alterations, interlineations or erasure except those to accord that instructions issued by the VPA or as may be necessary to correct errors made by the BIDDERS. Person or persons signing the tender shall initial all such cancellations, alternations or amendments. If any

discrepancy found in figures and words in the Price Schedule the rate quoted in words shall supersede the figures. In the event of any difference between the unit rate and the total amount stated therein, the unit rate should be reckoned as the correct one.

**2.11 LANGUAGE OF TENDER:**

The Tender submitted by the BIDDER and all correspondence and documents relating to the Tender exchanged by the BIDDER and the VPA shall be written in the **English Language**. Any printed literature, other than English language, shall be accompanied by an English translation, in which case, for purpose of interpretation of the tender, the English translation shall govern.

**2.12 MODIFICATION, SUBSTITUTION AND WITHDRAWAL OF PROPOSAL:**

No offer shall be modified, substituted or withdrawn by the BIDDER after the closing time on due date. Withdrawal of a proposal during the interval between closing time on proposed due date and expiry of the proposal validity period would result in forfeiture of EMD.

**2.13 TENDERED CURRENCIES:**

in **Indian Rupees only**.

**2.14 CONTRACT WORK:**

The work to be carried out (hereinafter referred to as “the Contract Works”) and the Price for the same (hereinafter called “the Contract Price”) shall include the work described in the Tender Documents with particular reference to the specifications, schedules, etc. annexed hereto.

**2.15 CONTRACT PRICE:**

The BIDDER shall fill up the Price Schedules against Bill of Quantities as detailed in Part-III included herein, stating the Deliverables to be supplied under the contract. Prices quoted by the BIDDER shall be firm, fixed and valid till completion of the Contract and will not be subject to variation on any account.

**2.16 TECHNICAL BID:**

The Technical Bid shall be uploaded with the following documents duly scaled and signed in all pages.

- (i) EMD for **Rs.3,32,790/-** (Rupees three lakhs thirty two thousand and seven ninety only) **as Bid Security**.
- (ii) Cost of Tender document of **(Rs.1,500/- + 18% GST) = Rs.1,770/-**.
- (iii) Original copy of Tender Documents along with addendums if any, duly initialed on each page with company's seal as token of acceptance of Tender Conditions & Specifications.
- (iv) **Experience on “Supply, manning, Operation & Maintenance of Highly Manoeuvrable launch /Tugs/Service Boats/Pilot launches in Port Sector (Govt. / Private) / PSU” executed during the last Seven years ENDING ON 31.03.2025.**
- (v) Documentary evidence of adequate financial standing and proof from client for satisfactory completion of works.

- (vi) Managerial / Manpower requirement.
- (vii) Information regarding projects in hand, current litigation, orders regarding exclusion, expulsion or black listing, if any
- (viii) **Notarized Copies of Certificates:**
  - 1) GST certificate.
  - 2) Employees State Insurance Registration Certificate.
  - 3) PAN Card copy
  - 4) Detailed descriptions of the boats offered including copies of its GA Plan, Builder's Certificate, Tonnage Certificate, Certificate of Registry, **Specification details to be submitted separately for each launch as per Annexure-6 format. Except for launch under construction, Specification to be submitted positively failing which the tender will not be considered. Only in case of new launch, undertaking is acceptable.**
  - 5) Bidder's profile accompanied with registration and experience in the filed.
  - 6) Income Tax Returns of last 3 years.
- (ix) Organization Structure:  
Organization Structure of the Firm/Bidder.
- (x) **The following documents shall be duly filled in, signed & stamped**
  - (a) Letter of submission – covering letter.
  - (b) Bidder information form (Annexure-1).
  - (c) Form of Bid (Annexure-2)
  - (d) Pre-qualification of BIDDERS (Annexure-3).
  - (e) Declaration Form (Annexure-4).
  - (f) Bankers Details (Annexure-5).
  - (g) Specification of Boat offered (Annexure-6)
  - (h) Tender Form (Annexure-7)

**Notes:**

- 1. Technical offer with **Counter condition** shall be liable for **refection and disqualification**.
- 2. If the bidder faces difficulties to upload the Technical bids, they have to communicate to Deputy Conservator in writing along with **Hard copies of the Technical Bid in sealed cover on or before the due date for submission of bids.**

**2.17 Techno-commercial Pre-Enquiries / Clarification.**

If any Clarification on Techno-commercial aspects, same may be forwarded to the Deputy Conservator, VPA. The queries/clarification received from the BIDDERS would be discussed and the response of the Port Authority shall be communicated to the BIDDERS through Port / Government websites.

**2.18 TENDER OPENING AND EVALUATION**

- i. **OPENING OF TECHNICAL BID:**



Technical bids of the Tender, received up to closing time on stipulated date.

ii. **SCRUTINY AND EVALUATION OF THE TENDERS :**

- a. In the first instance the documents submitted with the Technical Bid will be scrutinized to ascertain whether the BIDDER fulfills the requirements as stipulated in the tender document.
- b. To assist in the scrutiny, evaluation and comparison of tenders, the Port Authority may ask BIDDER individually for clarifications. Request for clarification and response thereto shall be in writing or through fax or E-mail followed by post or through speed post. No change in Price or substance of the tender shall be sought, offered or permitted nor is the BIDDER permitted to withdraw the tender before the expiry of the validity period of the tenders in the process of clarifications.
- c. The Technical Bids shall be thereafter scrutinized for responsiveness. For this purpose, a tender shall be treated as substantially responsive which meets with all the requirements of the tender documents and is without any deviations. The BIDDER who does not fulfill the tender requirements shall not be considered for further evaluation.
- d. After the tender opening, the whole process involving scrutiny, clarifications, evaluation and comparison of tenders and recommendations regarding award of Contract shall be confidential. Any efforts on part of any BIDDER to influence the Port Authority in any way in the process of scrutiny, evaluation, comparison of Tenders and decision concerning award of Contract may result in rejection of the BIDDER's bid.
- e. Any modification of the Tender Document, which may become necessary, before opening of the Technical Bid, shall be made through the issue of an Addendum. This Addendum, so issued, shall be communicated to all the participating BIDDERS. This Addendum shall form part of the Tender Document and shall remain binding on all the BIDDERS and the same shall be submitted (duly signed and stamped on each pages as token of acceptance) by them, within the stipulated date of submission or extended due date of submission, if any.

**2.19 OPENING OF PRICE BID:**

- a) Technical proposals considered to be non-conforming, not substantially compliant and not fulfilling the requirements of the Tender Documents, shall be rejected by the Employer and the BIDDER shall not subsequently be permitted deviation or reservation.

- b) If any Technical proposal is rejected, pursuant to paragraph above, the Financial Package of such BIDDER shall be returned unopened. The EMD of the BIDDER shall also be returned.
- c) Tenders, which are found to be in conformity with Tender requirement, shall be considered for opening of Price Bid.
- d) The BIDDERS found to be qualified and responsive shall be informed about the date and time of opening of their Price Bids. On the stipulated date and time the Price bids of such BIDDERS shall be opened online.
- e) For the purpose of comparative evaluation of Tenders received, the Lum Sum offer quoted in PART-III inclusive of all applicable Taxes and Duties will be used to determine the ranking of the BIDDER.

## **2.20 AWARD OF CONTRACT:**

In the event of award of the Contract, the Work Order will be issued to the successful BIDDER/s.

## **2.21 COMMENCEMENT OF WORK**

The successful bidder shall deploy the launch by 09.02.2026.

## **2.22 SIGNING OF AGREEMENT**

The BIDDER should note that in the event of acceptance of the Tender, the BIDDER will be required to sign **Contract Agreement on Rs.100/-** Non-Judicial Stamp Paper as per format vide **FORM-1** within a period of **30 days** from the date of issue of the **Work Order**.

## **2.23. PERFORMANCE SECURITY**

Performance Guarantee an amount equal to 5% of the accepted tender value in the form of the Bank Guarantee issued by any Scheduled Bank/Nationalised Bank enforceable and encashable at Visakhapatnam Port Authority before signing the agreement and Another 5% of Performance Guarantee will be recovered from our bills. The Performance Security shall be presented before VPA prior to the signing of the Agreement i.e., on or before 30 (thirty days) days of receipt of the Work Order and it should be valid up to the validity date of the contract as stated in Clause 19 of General Conditions. Failure to furnish PBG in 30 days as read above ,may result in termination of LOA or Work order and the bidder may be debarred from all future VPA tenders.

## **GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

In the contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

- a) **“Board”** means Board of Authorities of Visakhapatnam Port, a body corporate under the Major Port Authority Act, 2021, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman of Deputy Conservator or any other officers so nominated by the Board.
- b) **“Bidders”** means the person or persons, firm, corporation or company whose tender has been accepted by the Board and includes the Bidder's servants, agents and workers, personal representatives, successors and permitted assigns.
- c) **“Contract”** means and includes Tender Documents, Instructions to BIDDERS, General Conditions of Contract, drawings, specifications and Schedules etc., any amendments thereto, Bid, Letter of Acceptance and the Contract Agreement.
- d) **“Contract Price”** means the total sum of money to be paid by the board to the bidder on timely completion of the contract work as per Contract including payment for extra work, i.e., as per defined and applicable items of the terms of payment.
- e) **“Specifications”** means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the Board.
- f) **“Work” or “Works”** shall mean the whole of the plant and materials to be provided and work to be done executed or carried out by the bidder under the contract.
- g) The **“Site”** shall mean the whole of the premises, buildings and grounds in or upon which the system or works is or are to be provided, executed, erected, done or carried out.
- h) The **“Schedule”** shall mean the schedule or Schedules attached to the specifications.
- i) The **“Drawings”** shall mean the drawings, issued with the specification which will ordinarily be identified by being signed by the Dy. Conservator and any further drawing submitted by the bidder with his tender and duly signed by him and accepted or approved by the Dy. Conservator and all other drawings supplied or furnished by the BIDDERS or by the Dy. Conservator in accordance with these contract conditions.
- j) **“Trials”** and **“Tests”** shall mean such trails and tests as are provided for in these conditions of contract and described in the specification and shall include all other tests to be carried out as per the requirement of the “Board”.
- k) **“Approved” or “Approval”** shall mean approval in writing.

l) “**Month**” shall mean English Calendar Month.

m) “**Engineer-in-charge/representative**” shall mean any officer/Engineer authorized by Dy. Conservator for purpose of this contract.

## **2. USE OF CONTRACT DOCUMENT**

2.1 The Bidders shall not, without prior consent, make use of any document except for the purpose of performing this contract.

2.2 Contract Document;  
Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The contract Agreement shall be read as a whole.

## **3. DELIVERY PERIOD**

The successful operator shall deploy the boat with the crew along with (4) four additional persons by 09.02.2026

## **4.CONTRACT PERIOD**

The contract period is for 3 (three) years from the date of deployment of boat.

## **5.TERMINATION FOR DEFAULT**

5.1 The Port shall, without any prejudice to any other remedy for breach of contract by written notice of default sent to the Bidder, terminate the contract in whole or in part:

(i) If the Bidders fails to supply the boat/s within the period as specified in the contract or any extension granted by the Port.

(ii) If the Bidders fails to perform any other obligation under the contract and does not cure after receipt of a notice of default, its failure within the time specified in the notice. The notice of default shall specify the nature of default as well as the time within which the default has to be cured by the Bidders.

5.2 In the event of Port's termination of the contract in whole or in part, the Port may execute the remaining work through another contractor and the cost will be recovered from the bidders.

5.3In case of termination of contract for default by the Bidder, the Port shall not permit the Bidder to participate in any of the future tender of **Visakhapatnam port Authority** for a period of **2 years**.

5.4 The contract can be terminated by VPA by giving written notice to the Bidder, at least **30 days** in advance and bidder shall not have right of any claim on VPA on account of such termination.

## **6 RESOLUTION OF DISPUTE:**

### **6.1 Board's Decision**

If a dispute of any kind whatsoever arises between the Board and the Bidder in connection with, or arising out of, the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or other termination of the contract, including any dispute as to any opinion, instruction, determination, certificate or valuation of the Board, the matter in dispute shall, in the first place, be referred in writing to the Deputy Conservator, with a copy to the other party. Such reference shall state that it is made pursuant to this Clause. No later than the eighty fourth day after the day on which he received such reference the Deputy Conservator shall give notice of his decision to the management and the Bidder. Such decision shall state that it is made pursuant to this Clause.

Unless the Contract has already been repudiated or terminated, the Bidder shall, in every case, continue to proceed with the Works with all due diligence and the Bidder and the Board shall give effect forthwith to every such decision of the Engineer.

### **6.2 JURISDICTION OF COURTS:**

This agreement will be governed by the laws of India and is subject to the Jurisdiction of the Courts in Visakhapatnam Port Authority.

## **7 FORCE MAJEURE:**

In the event of either party being rendered unable by force majeure to perform any obligation to be performed by them under the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure events last. The cost and loss sustained by either party shall be borne by respective parties. The term force majeure employed herein shall mean Act of God, war (declared or not), tsunami, restraints imposed by Governments, Riots, Strikes Go Slow, Lock out or any labor unrest at the works of the bidder (to be substantiated by the bidder with document), civil commotion, fire, accident, sabotage, earthquake or any other natural calamities, declared as such by the State or Central Government, plague quarantine, import or export embargoes, or change in Govt. policies or the like circumstances or any happening affecting the performance by the bidder or it's obligations under this contract which, in the opinion of the Board, the bidder cannot reasonable prevent or control against.

## **8 INSURANCE:**

The insurance of the launch/s shall be as follows:

8.1 During the hire period, the launch shall be kept insured by the operator at his expense against marine hull & Machinery, war risks, wreck removal, oil pollution etc. The operator and insurers shall not have any right of recovery against the Port on accounts of loss or any damage to the boat or her machinery or appurtenances

covered by such insurance or on account of payments made to discharge claims against or liabilities of the boat or the operator covered by such insurance.

8.2 In the event of any act or negligence on the part of the operator which may vitiate any claim under the insurance herein provided, the operator shall indemnify the Port against all claims and demands which would otherwise have been covered by such insurance.

8.3 Operator shall submit a copy of valid Insurance document to the Officer in charge.

## **9 COMPLIANCE WITH STATUTES, REGULATIONS:**

The Bidder shall comply in all respects, with all statutes and regulations as may be necessary, including clearance from State/Central Govt. Authorities, Pollution Control Boards, Labour Enforcement and Local Authorities. The Bidder shall, at all times during the continuance of the contract, so far as it may be necessary, comply with all the existing enactments including Central and State Legislation as well as any By-Laws of any Local Authorities regarding labour, particularly the Minimum wages Act, Factories Act, Workmen's Compensation Act, Employees' Provident Fund and Family Pension Fund Act, Employees' State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages act, Maternity Benefit Act, National and Festival Holidays Act, Shop and Establishment Act, The Apprentice Act and keep the Board indemnified against any loss or claim arising out of contravention of the provisions of the above said enactments by the Bidder. The price quoted by the Bidder in the Contract shall be deemed to include all expenses in the offer whatsoever the Bidder may be required to incur for the compliance with the provisions of the above said legislation. The Bidders shall make necessary arrangements for the Board to witness the payment made by the Bidder to his staff and labour. The bidders shall comply with all applicable laws, statutes and regulations as may be necessary.

## **10 CONDUCT:**

The Bidder, at all times during the tenure of contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site and for the preservation of peace and protection of persons and property at the work site as well as in the neighborhood of the works. The bidder shall not give, charter or otherwise dispose of to any person or persons any arms or ammunition or any kind or permit or offer the same as aforesaid.

## **11 WORK ORDER:**

The Deputy Conservator will issue the Work order intimating the Bidder about the proposed acceptance of tender.

## **12 CONTRACT AGREEMENT:**

The successful Bidder will be required to execute an agreement at his expense on one Hundred Rupees (Rs.100/-) Non-Judiciary Stamp paper in the proper departmental format (Form 1) for the due and proper fulfillment of the contract within 30 days from the date of Letter of Acceptance / issue of work order.

## **13 UNDERTAKING BY BIDDER IN THE PRICE BID:**

Having understood all the terms and conditions of the tender document, we hereby confirm that the price offered by us is a firm price. GST and applicable taxes shall be paid separately.

- i. Neither party shall be limited in the proceedings before such arbitrators to the evidence or arguments already put before the Deputy Conservator or his nominee or the Board, as the case may be, for the purpose of obtaining said recommendations/decision. No such recommendations/decision shall disqualify the Deputy Conservator or his nominee or any of the members of the Board, as the case may be, from being called as a witness and giving evidence before the arbitrators or any matter whatever relevant to the dispute.
- ii. The reference to arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete, provided always that the obligations of the Board, the Deputy Conservator or his nominee and the bidder shall not be altered by reason of the arbitration being conducted during the progress of the works. Neither party shall be entitled to suspend the works to which the dispute relates and payment to the Bidder shall be continued to be made as provided by the contract.
- iii. If one of the parties fails to appoint its arbitrators in pursuance of sub clause [i], within 14 days after receipt of the notice of the appointment of its arbitrator by the other party, then President/Chairman of the nominated Institution shall appoint arbitrator within 14 days of the receipt of the request by the nominated institution. A certified copy of the President's/Chairman's order, making such an appointment shall be furnished to both the parties.
- iv. Arbitration proceedings shall be held at Visakhapatnam, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be 'English'.
- v. The Arbitration shall be conducted by the experts from the panel of CIDCSIAC Arbitration Center.
- vi. The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Board and the Bidder. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its case prior to, during and after the arbitration proceedings shall be borne by each party itself.
- vii. All arbitration awards shall be in writing and shall state the reasons for the award.

- viii. Performance under the contract shall continue during the arbitration proceedings and payments due to the bidder by the Board shall not be withheld, unless they are subject matter of the arbitration proceedings.

**14. LANGUAGE AND LAW:**

The language in which the Contract documents shall be drawn up shall be in English.

The Law of India shall apply to the Contract and the Contract shall be construed according to the said Law. No suit or other proceeding relating to the contract shall be filed or taken by the Bidders in any Court of law except in Visakhapatnam.

**15. SAFETY:**

The Bidders shall be responsible for the safety of all activities on the Site.

**16. SUBSEQUENT LEGISLATION**

If, after the date 28 (Twenty eight) prior to the date for submission of tenders for the contract there occur changes to any National or Statute Statute, Ordinance or Decree or other law or any regulation or bye law of any local or other duly constituted authority or introduction of any such statute, ordinance, decree, law, regulation or bye law which causes additional cost to the bidder in execution of the contract, such additional cost shall not be entertained.

**17. PERFORMANCE SECURITY**

17.1 Performance Security Deposit in the form of Performance Bank Guarantee to be submitted after issuing LOA of work order

17.2 Performance Guarantee an amount equal to 5% of the accepted tender value in the form of the Bank Guarantee issued by any Scheduled Bank/Nationalised Bank enforceable and encashable at Visakhapatnam Port Authority before signing the agreement and Another 5% of Performance Guarantee will be recovered from the monthly bills. However the performance guarantee in the form of **Bank Guarantee will have to be extended every year till completion of contract** with a claim period of **six months**.

17.3 Failure of the successful Bidder to comply with the requirements, shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid Security.

**18. E-Payment**

The option of e-payment is available to the Bidder. The BIDDERS are required to furnish the following information as per the enclosed format for opting e-payment along with photocopy of a cheque.

- Name and full address of the Bidders
- Credit Account No.
- Account Type (SB/Current/OD)
- Bank Name
- Branch
- MICR Code No. (09 Digits) and IFSC
- Telephone/Mobile Fax No. of the Bidders
- GST Registration No.

**19. Hot Work**

Hot work if any to be carried out with due approval from Fire Officer, VPA.



**20. Protection of Environment**

All measures and aspects to be adapted to protect the environment as per ISO 14001:2004.

**21. Safety Regulations**

Working personnel should wear the proper PPE, Uniform and follow the Safety regulations.

**22. TAX:**

The rate quoted by the Bidder is inclusive of all taxes except GST. All applicable taxes from time to time payable by the bidder.

**23. MAINTENANCE & OPERATION**

- a) The bidders shall maintain the launch/s. its machineries, appurtenances and spare parts in good state and in efficient operating condition at all times.
- b) If any repairs to be carried out on main machineries/equipment etc. affecting the speed/operation of boat/s, in such cases prior permission to be obtained by the Deputy Conservator.
- c) If the speed/operation of the launch is affected due to any defect, such defect immediately on occurrence to be intimated to the Deputy Conservator.
- d) The launch is required to be operated as detailed in the scope of work mentioned in NIT conditions and as per the direction of the Deputy Conservator or his authorized representation.

**24. CREW PASS:**

Crew members should have RFID passes - The successful bidder shall be recommended to issue RFID passes to the crew members at their own cost successful bidder cost.

- a. All applications for **Photo Identity Cards** shall be routed through the Deputy Conservator, who shall forward the same to the Port's Traffic Department, whose pass section will issue photo identity card to the bidder or his agents as prescribed from time to time.
- b. The crew shall be screened by the operator from the Security angle and their antecedents shall be verified through the District Magistrate/Police as per existing laws before employing them on the Speed Boat. The operator shall ensure that the boat crew is familiar with the provisions of the ISPS Code and requirements under MARPOL and the operator shall comply with applicable provisions.

**25.** The bidders should also note that they should employ the crews of Indian Nationals only and comply with the provisions of Contract Labour Act and other relevant Rules.

**26.** The staff shall be deemed to be under the control and supervision of the bidder and for all legal purposes and the charterer is not liable for settlement of any claim or compensation or for any acts or omissions of those crew members.

27. The Bidders or his staff shall not indulge in smuggling or illegal activities, give barter or otherwise dispose-off to any person or persons, any arms or ammunition of any kind or Port property or permit or offer the same as aforesaid.
28. In case the Port receives complaints of indiscipline, refusal to carry out the orders of proper authority or indulging in illegal activities, the concerned personnel shall not be allowed inside wharf and this personnel shall be replaced within 24 hrs.

**29. PAYMENTS**

1. The Port Authority to pay hire charges as agreed per day or part thereof on pro-rata basis at the end of each calendar month, within 15 days after submission of bill by the Operator. The monthly bill shall be submitted along with the certificate of satisfactory service issued by the **Marine Officer designated by Dy. Conservator.**
2. The tax Invoice should clearly indicate the Party's PAN, TIN, GST Registration Number.
3. The applicable GST should be claimed separately in the bill.

**NOTE:**

- 1) The payment will be made through E payment only. The BIDDERS are required to furnish Xerox copy of cheque and the Bank information as per **Annexure-5**, along with the Tender for E-Payment.
- 2) **NO INTEREST ON ACCOUNT OF DELAYED PAYMENTS:**  
Any claim for interest will not be entertained by the VPA with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on the part of the VPA in making payment. Further No interest will be paid on Retention money of Performance Security amount.
- 3) **No payments will be made in foreign currency under any circumstances.**

**30. PRICES**

The bidder should make sure that their offer is firm and without any condition which will have any financial implication. Only the price that appears in the Price bid will be considered.

**31. DEVIATION**

The BIDDERS shall not offer and / or submit any counter conditions. Tenders containing counter conditions shall be rejected.

**32. ALTERATION**

Any alteration, omission or cancellation made to the tender must be authenticated by the Bidder's signature.

**33. ALTERNATIVE/CONDITIONAL TENDER**

In the event any bidder offers any alternative proposal in this tender and/or incorporate any condition the tender shall be considered as non-responsive and rejected.

**34. BRIBES**

The offer of bribes or other inducement to any person with a view to influence the placing of the contract will result in the unconditional rejection of the tender.

**35. ASSIGNMENT AND SUBLETTING**

The bidders shall not assign lease or sublet this contract or the benefit hereof or any part thereof or any moneys payable here under or sublet the services to be rendered as aforesaid or any part thereof to any other person, firm or company. Contradictory action to this condition shall render the contract liable for termination and the Security Deposit shall be forfeited.

**36. CERTIFICATES & MANNING**

Details of Technical Officer who will be available ashore to attend to breakdown promptly and details of manning, the qualifications of the staff is to be submitted to the DC, Marine Department prior to starting operation in Visakhapatnam Port.

**37. CONTRACT LABOUR ACT 1970**

**The contractor has to strictly comply with Contract labour Act 1970 and benefits to the workmen i.e., minimum wages, wages in time, EPF contribution, issuing wages slip, providing UAN (Universal Account No), festival holiday wages, subsidized canteen facility, paying bonus, night weightage allowances, enrolling the workmen under ESI act, providing safety equipment's, providing uniform articles, paying overtime allowances etc. to be complied.**

**38. SUPPLY OF FUEL (HFHSD) AND FRESH WATER :**

Fuel (HFHSD) and fresh water for running of the Speed boat will be supplied by the Port Authority on Port's account. Such supply will be made periodically as per the requisition of the contractor sufficiently in advance. In the event of any difficulty faced by VPA for supply of fuel & fresh water, the contractor will be requested to supply the same to the Speed boat and the cost will be reimbursed at actuals including transportation cost on production of supporting documents. **A log book shall be maintained by the launch-in-charge indicating the running hours, day-today Fuel consumption, Flow meter reading, fuel tank soundings, balance fuel on board etc.**

**39. SCOPE OF WORK**

**39.1 MANNING:**

- a) Launch to be manned suitably 24X7 basis round the year (including weekly off/Public holidays) as per the Statutory Safe manning guide lines. However, staff manning the boat to be suitably compensated for the work on weekly off/holidays.
- b) Crew to be removed on disciplinary/performance grounds etc. within 15 days on intimation by the Deputy Conservator.
- c) Operative crew and 4 additional persons list to be submitted to DC from time to time on change of any crew etc.
- d) 4(four) persons to be engaged for collection of garbage from port waters during daytime i.e., 6 AM to 6 P M (12 hours every day).

**39.2. OPERATION :**

**The highly maneuverable Launch is to be used.**

- i) for collection of floating Garbage from Port waters during day time.
- ii) for patrolling in Harbour waters for security purpose during night time
- and
- iii) respond to oil spill pollution response in Port waters and any other emergencies or works as required by Dy Conservator.

### 39.3 **MAINTENANCE**

- A. **NAVIGATIONAL EQUIPMENTS:** The operator to maintain all the navigational equipment's fitted on board.
- B. **LSA & FFA:** The operator to maintain the LSA & FFA as per the approved plan and shall be revalidated every year.
- C. **DECK MACHINERY:** The operator to maintain all the Deck machinery with accessories to keep the boat in operative readiness at all times.
- D. **ENGINE ROOM MACHINERY:** The operator to maintain all the Engine Room machinery with accessories such as main Engines, DG sets, Gearboxes, pumps, Motors, valves, emergency fire pump etc. PMS (Planned Maintenance Schedule) to be strictly followed and necessary records to be maintained to this effect.
- E. **DRY DOCKING**
  - The vessel to be dry-docked as per statutory classification requirements.
  - The entire dry-dock and associated works to be taken up and expenses borne by the operator.
- F. **PAINTING:** All Decks, Deck/Engine Room machinery and floor plates to be painted periodically as per painting scheme. The operator to arrange the paints, thinner etc., at their cost.
- G. **SPARES:** Spares required for maintenance/defect rectification of Deck & Engine Room Machinery, navigational Equipment's etc. to be arranged by the operator.
- H. **SURVEY:** The operator to as per Statutory Classification requirements at bidder's cost.

### 40. **LIQUIDATED DAMAGES**

The successful operator shall commence the job/supply the Boat/s before from the date of issue LOA of work order failing which the Liquidated Damage (LD) will be imposed at ½% per week or part thereof, of the total contractual value. However the maximum amount of LD shall be **10% of the contract price**.

### 41. **DOWNTIME:**

- a) The Contractor shall be allowed a downtime of @ 24hrs. (one day) for each completed month of service during the contract period for up keeping of the Boat. However, the contractor must take prior permission of the Deputy Conservator, before laying up the Boat to carry out such maintenance work. The contractor can accumulate a **maximum downtime upto 12 days** in a year during the contract period to carry out any work/repairs (from the date of commencement of contract). However, during such period, a substitute boat shall be provided as per **Clause No.45 (substitute launch)**.
- b) However any downtime for which prior permission from Dy. Conservator has not been taken shall be deemed as off-hire of launch and deduction shall be made as per clause 44 (penalty).
- c) If the downtime is beyond 12 days GCC Clause No.44 (Penalty).shall be applicable.
- d) For the purpose of dry docking of launch, the operator shall avail 12 days of down time from above para. No payment shall be made beyond

completion of Downtime up to further 18 days. Thereafter, Clause No.44 (Penalty) shall be applicable.

**41.1 Replacement of launch** : Highly maneuverable launch in service can be replaced as per requirement specified in terms and conditions duly obtaining the permission of the Deputy Conservator.

#### **42. PENALTY**

If the launch is inoperative and / or un available and Deputy Conservator is denied use, penalty will be levied from the time and date of such in operation / un availability after allowing down time to the credit of the contractor upto the time and date of break down/in operation as follows, in addition to non-payment of hire charges on pro-rata basis.

From the time and date of non-availability /in-operation upto 14 days	....	15% of hire charges per day or such part thereof on Pro-rata basis.
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15 to 21 days	....	30% of the charges per day or part thereof on pro-rata basis.
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Beyond 21 days	....	50% of the charges per day or part thereof on Pro-rata basis.
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In case the offered Boat is not available for operation for more than 15 days, which includes the day the boat becomes non-operational and includes the down time period, then a suitable replacement shall be provided from 16<sup>th</sup> day by the contractor at no extra charge. The contractor can offer the replacement boat even before 15 days. However, the fuel consumption of the replacement boat shall be restricted to the declared fuel consumption of the original boat and cost of any excess fuel consumption of the replacement boat over the declared fuel consumption of original boat shall be recovered from the contractor's monthly bills. Under any circumstances, if the substitute/originally offered boat is not made available on the 16<sup>th</sup> day, then the contract is liable to be terminated. In case of termination of the contract, the down time to the credit of the contractor will lapse and in case down time availed is in excess of the down time due after each completed month of service even though credited at the beginning of the year the penalty as above will apply.

In case of non-deployment of launch on the 16<sup>th</sup> day, the contract shall be liable for termination at the discretion of the Deputy Conservator and penalty as above shall apply and BG shall be en-cashed.

In case of single absentee of a mooring crew in shift 5% of daily hire as per BOQ would be deducted from monthly bill.

In case of 2persons absent of a mooring crew in shift 15% of daily hire as per BOQ would be deducted from monthly bill.

In case of 3 persons absent of a mooring crew in shift 50% of daily hire as per BOQ would be deducted from monthly bill

#### **43. SUBSTITUTE LAUNCH**

The contractor may substitute the deployed launch by a sister/similar /better launch during the contract period provided fuel consumption is same or lower than as stated by the contractor shall submit all details of the substitute launch and obtain the approval of the Deputy Conservator before deployment.

In case the speed of the launch as determined in the acceptance trials or during the contract period falls below 8knots as specified in the tender, VPA shall power

to deduct an amount equivalent to 2% of daily hire charges for every 1 knot or part thereof of reduced speed.

The penalty charges will be recovered from the on account bills.

**44. HIGHLY MANOEUVRABLE BOAT REQUIREMENTS:**

**A) BROAD SPECIFICATION OF THE BOAT:**

1. Length : Around 12 M
2. Breadth : Proportionate to length
3. Draft : -----
4. Age of Boat : **The age of the launch should not exceed 10 years as Technical bid opening date of the tender.**
5. Speed : 8 knots @ 90% MCR
6. Classification : Classed by any IACS Member
7. Registration : To be registered under I.V. Act.
8. Capacity : To carry minimum 8 persons including crew, additionally to accommodate at least 6 Nos 100 Ltrs. Barrels for storing collected garbage.
9. Endurance : Minimum 8 hours at the speed of 8 knots.
10. Fuel capacity : Sufficient for 10 hrs. 8 knots.
11. Fresh Water Capacity : At least 200 Liters.

launch's hull should be able to withstand damages while going along side any floating crafts/jetty's in all weather conditions.

**B) HULL REQUIREMENTS**

Highly maneuverable launch to be classed by IACS member for the following:

- a) To ensure compliance of construction, strength, watertight integrity (Load line), relevant stability criteria for all weather operation within the Port limits.  
**Applicable safe manning certificate to be submitted.**
- b) Material shall be Aluminum/Steel/FRP/GRP/Fiberglass and same to be confirmed by the Class Survey IACS.
- c) Heavy Duty Rub Rail (Fendering) in the way of hull, sufficient fenders to be provide to avoid damage to vessels or Port property.
- d) Should have sufficient deck space for accommodating of least 6 Nos. of 100 Ltrs. Barrels with portable cover for storing of collected garbage.
- e) Deck space around super structure to be sufficient to facilitate men for manual collection of floating garbage from Port waters.
- f) Should have sufficient space forward of the super structure for storage of portable pollution response equipment.
- g) Shall have Non Skid Deck.

- h) The launch should have set of strong points at the stem area for towing of inflatable boom/flexi barges.

a) **MACHINERY & ELECTRICAL REQUIREMENTS**

1. Designed speed shall be not less than 8 knots.
2. Main propulsion power to achieve / Max. Speed at 90% MCR
3. Power steering Gear System (to meet class standard).
4. Diesel Generator Set capable to provide power to all shipboard equipment's and auxiliaries.
5. Adequate Air Ventilation shall be present as per class requirement
6. Twin Screw in board Diesel Engine to attain speed of at least 8 knots. (The Engine Power (BHP) may be decided by the manufacturer).
7. Fuel capacity commensurate to the required endurance.
8. Emergency Lights with audible alarm.
9. All round Search Light (1 No.),
10. Marine Battery Charger (for charging the emergency batteries provided on board).
11. Console Mounted Dual Engines Remote Control.
12. 220 volts / 12 volts DC Power System (from mains for supply to the equipment's and lights) as per Class requirements

b) **LSA AND FFA REQUIREMENTS:**

1. Life Saving Appliances (LSA) for 8 persons as per Registering Authority/class requirement
2. Fire Fighting Appliances (FFA) as per Registering Authority/class requirement

c) **NAVIGATION EQUIPMENT REQUIREMENTS:**

1. A Portable Standard Magnetic Compass.
2. Loud hailer operated by battery power/Mega Phone/public Address system.\
3. Flashing light.
4. Navigation lights as per COLREGS 72.
5. Fog Horn.
6. Binoculars – 2 Nos. including one with the capability of Night Vision.
7. Automatic Identification System (AIS) Class-B type.

d) **COMMUNIATION REQUIREMENTS:**

1. Very High Frequency (VHF) sets, which includes all marine channels, capable of operating under mains and on battery for the period of 6 hrs. – 1 No.

e) **MISCELLANEOUS REQUIREMENTS**

1. Contractor should provide and maintain 6 Nos. 100 ltrs. Capacity PVC barrels with cover for collecting/storing of garbage onboard the boat.
2. Contractor should provide and maintain 4 Nos. scoopers with long light weighted bars capable of single handled by the additional staff (4 Nos.) for recovery of the floating garbage from port waters.

f) **CAPABILITY :**

The Highly maneuverable launch shall be capable of operating in moderate swell conditions within port limits.

45. **FORECLOSURE**

VPA has the right to foreclose the contract for national security, national emergency and in general public interest or for any other reasons the port Authority feels deemed fit. The charterer will issue a written notice of not less than one month of the intended foreclosure to the contractor specifying thereon reasonable details, the reasons for foreclosure and expressing readiness to relieve all undertakings of the contractor and the contractor shall take the launch out of port limits. The contractor shall continue to work in the notice period at the same charter rate.

46. **MOBILIZATION & DEMOBILIZATION**

The contractor shall bear all expenses for mobilization and demobilization.

47. **POLLUTION DAMAGES**

The contractor shall be liable for pollution damage and the cost of cleanup, which has occurred due to the Contractor's and / or the contractor's personnel by willful, intentional acts or omissions or gross negligence which cause or allow the discharge, spills or leaks of any pollutant from any source whatsoever, into the Port waters.

48. **MAINTENANCE OF LOG BOOK**

Log book should be maintained by the operator and made accessible to Port and written in English. The Log book shall be verified by the Marine officer by the Deputy Conservator.

49. **JOINT INSPECTION:**

A Joint inspection will be carried out at Visakhapatnam Port Authority before the launch/s is deployed for operation to assess the quantity of fuel onboard, Statutory Certificates, Navigational/Communication equipment, LSA & FFA items etc. **However, the inspection of the launch will also be carried as and when the Deputy Conservator feels necessary to ensure that the boat is in good operative condition with speed as per NIT and also complying with all the Class and Safety requirements.**

50. **PRICE BID EVALUTION:**

Price bid of those tenderers, who have qualified techno-commercially, will be opened and evaluation of daily charter rate for the launch will be calculated for 12 hrs. running per day as follows:

1. Charter hire rates per day (Basic rate excluding service taxes).	= X
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2. Total Fuel consumption of the launch including DC set at 8 knots speed declared by the tenderer.	= Y lit / hour
<b>Evaluated Bid Price per day</b>	<b>= X + (16 hrs. x Y) x C</b>

Where **C = Cost of Fuel / litre** on the date of opening of price bid at Visakhapatnam and oil company as dealt by VPA. The bidders has to submit Engine manufacture's data (shop trail) authenticating their quoted fuel consumption @ **90%** MCR for both Main Engines & DG sects as existing in the boat.

51. During the course of deployment if the fuel consumption is found to be more than the fuel consumption declared by the tenderer per operational hour, the cost towards the excess consumption of fuel will be recovered from the charges payable and cost of fuel will be considered on the basis of the prevailing market rate as per Port extant rules.

52. **ALCOHALIC LIQUOR OR DRUG**

The contractor shall not otherwise then in accordance with statutes, Ordinances and government regulations or orders for the time being in force, import, self, give, barter or otherwise dispose of any alcoholic liquor or drugs or permit or suffer any such importation, sale, gift, barter or disposal by his agent or employees.

53. **CUSTOM DUTY**

The contractor will have to pay all duties, taxes including custom duties etc. on craft, equipment's and machinery, if they are to be imported by him.

54. **Port Charges**

The Highly maneuverable Boat shall be exempted from Port charges, Berthing facilities will be provided to the Boat free of cost as per the convenience of the Port

55. The boat should be removed from the port /port waters within 15 days from the date of completion / termination of the contract. Failing which penal berth hire charges will be levied as per the SOR.

56. **NOTICE TO EMPLOYER**

Any notice to be given to the Employer or to the Deputy Conservator under the terms of the Contract shall be sent by post of left at their following address;

DEPUTY CONSERVATOR,  
MARINE DEPARTMENT (Near Venkateswara Temple)  
Visakhapatnam Port Authority,  
Visakhapatnam-530 035, Andhra Pradesh, India.

57. **CHANGE OF ADDRESS**

Either party may change a nominated address to another address in the country where the works are being executed by prior notice to the other party, with a copy to the Deputy Conservator, or the Deputy Conservator may do so by prior notice to both parties.

58. **Manager/Supervisor**

The contractor shall provide a manager/Supervisor posted/available locally who will be responsible for all the operations and necessary communications.

Date: \_\_\_\_\_  
address

Signature of the bidders with stamp &

## **SPECIAL CONDITIONS OF CONTRACT (SCC)**

1. **Working in the Harbour area**: The Bidders should abide by all the Harbour Craft Rules and regulations that the authorities may enforce from time to time. Any damages to the Port Authority equipment, Machinery or Loss caused due to his operations shall be made good by the Bidders at his cost.
2. **Welfare facilities**: The Bidders shall be responsible his staff and Labour.
3. **Accommodation and transport facility**: The bidders have to make his own arrangement for construction of temporary stores, accommodation, office work shed etc., at his own cost. No such accommodation shall be provided by VPA. The transport arrangement as required for the labour team shall be arranged by the Bidders at his own cost.
4. **Access to site**: The bidder shall obtain prior permission of the VPA before any person not directly connected with the works visits the site. The bidders shall abide by the regulations and rules of VPA in respect of entry/exit and movement in the premises.
5. **Risky places**: When the work is done near any place where there is a risk of falling, all safety devices should be kept ready for immediate use and all necessary steps taken for prompt first aid treatment of all injuries likely to be sustained during the course of the work. The areas which are likely to be unsafe for use shall be barricaded and all the necessary precautionary measures like displaying notices shall be taken by the bidders.
6. **Environment, pollution prevention and care of service lines**: The Bidders must ensure that adequate measures are taken to prevent air, water and noise pollution during the execution of the work. All measures and aspects to be adopted to protect the environment as per ISO 14000:2004. The bidders are responsible for cleanliness of the area and safety of his employees as per industrial act. Working personnel should wear the proper PPE and follow he safety regulations. Hot work permission to be obtained as per laid down procedures. The Bidders must ensure that the essential services like electricity cables, telephone cable, water supply lines, or road traffic is not affected during the execution of the work. Any damages to such facilities shall be rectified by the bidders at his own cost.
7. **Labour**: The bidders shall make his own arrangements of all labour for doing the work at site or in respect of or in connection with the execution of work as also for the transport, housing, feeding and payment thereof. Since time is the essence of this contract, requisite number of labour force has to be kept, so as to complete the works within the completion period as stipulated in the tender.

The bidders shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighborhood of the works against the same.

8. **Accident, damage or injury:** The Bidders shall be responsible for any accident damage or injury caused to his employees or property or any person in course of the work and shall hold the Port Authority blameless in respect thereof and also in respect of any claim made by any persons or any reasons whatsoever.

The bidder shall be solely responsible for reporting the VPA and the Police department immediately of any serious or fatal accident inside the VPA premises to any of his employee or workmen engaged by him or any person in an accident as a whole of the work.

9. **Risk pending completion:** Bidders who shall be responsible and make good at his own cost all the loss and damage due to fire flood and other natural calamities and Bidder shall and over all the works completed in every respect at the termination of this agreement.

10. **Theft, Loss of departmental materials and Equipment's:** In case of theft or loss of departmental material issued to abiders he shall be held responsible for safe custody of such materials and equipment's and the bidder shall made good and/or compensate the port for any loss/theft at a rate not lower than the prevailing market rate at the time of issue/recovery or the issue rate whichever is higher plus departmental charges at the time of actual recovery. In such cases, the responsibility of reporting the matter to the local police station will vest with the bidder. The bidder shall supply to the VPA, copies and particulars of such F.I.R. at the earliest.

11. **Damages and forfeiture of deposit:** In case of failure on the part of the bidders at any time during the continuance of this contract to comply with any of the condition here in contained or in case of any breach of any portion of this contract, the bidders shall be liable to make good to VPA the difference, if any between the cost of completion of the works by himself or through other BIDDERS aforesaid and all other charges and expenses as shall or may in any way be incurred or sustained and the board shall be at liberty to retain the said sums from any amount that shall become due and payable to the bidder and without prejudice to the provisions hereof. The board shall be entitled to forfeit the amount of security deposit furnished by the bidder or to assess the loss or damage, which he may have suffered by reason of such failure or breach and to appropriate the said deposit towards such loss or damage without prejudice to any right of recovery by other means.

12. **Safety measures** : The bidders shall in connection with this work take all safety measures as required by the Deputy Conservator and provide and maintain at his own cost all lights, guards, safety nets, fencing and watching when and wherever necessary for the protection of the vessels or for safety and convenience of the

working staff or other public. The Bidders shall take adequate steps to maintain the safety equipment in good condition for immediate use. The working platforms should be strong enough to take load of equipment, labour and material. Where there is a risk of falling all necessary equipment's shall be provided and kept ready for use and all necessary steps taken for rescue of any person in danger and adequate provision made for first aid treatment of all injuries likely to be sustained during the course of work.

13. The bidders shall conform to and comply with the regulations and by the laws of the VPA Board, statutory body classification Society etc. The bidders shall confirm to the Acts rules and regulations in respect of Bidder's labour health regulations or any other requirements issued by the Management State/Central Govt. Assistant Labour Commissioner and any other statutory body at any time during the execution of the Contract.

The Bidders shall comply with all Central/State and Municipal Laws and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations and abolition) Act 1970 and rules there under and other enactments those may be applicable including ESI Act, the payment of wages Act, the Indian contract act, the major port Authority act Provident Fund Act, Electricity Act, Insurance cover to workmen Indian arbitration and conciliation act, the Minimum wages act the Factories act, the workmen's compensation Act or any other applicable legislations whatsoever in force, so far as these are applicable.

To this contract, any obligations finding or otherwise missed under any statutory enactments rules and regulations there under shall be the responsibility of the Bidder and the VPA will take no responsibility for the same.

The Bidders should take workmen's compensation policy for this work and submit the same to the VPA before starting the work. The policy should be valid for the deployed works till the completion of the works.

The issuance cover to workmen shall be in force from seven days from the date of issue of acceptance letter.

The Bidders shall obtain Labour License, as per Contract Labour regulation and Abolition Act. If the Labour force deployed on the job exceeds more than 20, the Bidders shall inform Asst. Labour Commissioner (C), Mangalore and take a specific permission to start the work.

## **STAFF OF THE CONTRACTOR AND COMPLIANCE WITH LABOUR LAWS:**

- a) All personnel deployed by the Contractor will be qualified to perform and will be appropriately experienced (or be efficiently trained) in the duties that are assigned to them.
- b) All personnel, employees, labour (skilled, semi-skilled and unskilled), officers, licensees, invitees, agents and representatives including master and crew for the launches engaged in the performance of the Contractor's obligations under the Contract and who are the personnel acting for or on behalf of the Contractor will be the employees of the Contractor ("Contractor's Staff"). The working hours, rates of remuneration, and all other matters relating to their employment and engagement, subject to requirement of Applicable Laws, will be determined solely by the Contractor, and the Contractor will be solely responsible for all the acts and omissions of the Contractor's Staff in the course of providing the services, including non-fulfilment of obligations, negligence, Wilful Misconduct and violation of the terms and conditions of the Contract and subject to tender conditions.
- c) The Contractor will be solely responsible with respect to the employment/ engagement policies regulating the Contractor Staff. The Contractor will be responsible for paying the salaries and all benefits of the Contractor's Staff. There will be no liability on the Owner for the costs of employment during and beyond the term of the Contract. The Contractor will indemnify the Owner and hold the Owner harmless, for all costs and consequences in respect of any claim that may be made against the Owner in this regard.
- d) The Contractor will establish procedures designed to ensure that all the Contractor's Staff comply with the safety requirements.

### **Compliance of Labour Laws**

- e) This Contract does not and will not be construed to create any employer-employee or principal-agent relationship between the Owner and the Contractor / Contractor's Staff.
- f) The Contractor, inter-alia, agrees that the services will be rendered in strict compliance with the provisions of all the Applicable Laws and the Applicable Permits. The Contractor will make statutory payments/ remittances, applicable deductions as are required to be made under labour related and Applicable Laws.
- g) The Owner reserves the right to recover from the Contractor any amounts towards discharge of any claim or statutory obligations arising out of the breach of any Applicable Laws including the labour laws by the Contractor, without prejudice to any of its rights and other remedies herein stated or available under other Applicable Laws.

- h) The contract labour, if any, engaged by the Contractor, will be at its own risk and cost. The contract labour employed to perform the services will be paid by the Contractor, the wages in conformity with the applicable wages notified by the respective Government.

Instrumentality from time to time. The Contractor will be solely responsible for payment of all wages, salaries and any expenses of the personnel employed including, without limitation, all amounts payable towards employee's insurance, provident fund, pension, or employment compensation, or any other payment to be made under the Applicable Law, and/ or otherwise to the professionals, technicians or workmen employed and/ or contracted in relation to the provision of services under this Contract. The Contractor will ensure that the labour and working conditions of contract labour meets the requirements as required under the Environmental Standards.

- i) The Contractor will, in a timely manner, obtain and/ or maintain the licenses, registrations, employment records, registers, certificates and other records and file returns as are required under Applicable Laws and furnish proof of the same to the Owner on demand. The Contractor will obtain requisite registrations, statutory permissions, licenses, Applicable Permits from concerned authorities and furnish proof of the same to the Owner on demand. The Contractor will have the absolute control and/ or supervision on its employees/ staff/ contract labour. The Owner will not be liable for any dispute, which may arise between the Contractor and the Contractor's Staff. The Contractor will itself regulate the engagement of its workers and their working conditions, providing statutory benefits, uniform, food in accordance with Applicable Law.

- j) The Contractor will be solely responsible for:

- a. all acts and/ or omissions by the workmen, technicians, labour, contractors and other personnel engaged in the performance of the services under the Contract;
- b. health, safety and security of the workmen, technicians, labour, contractors and other personnel engaged in the performance of the services; and
- c. ensuring the compliance with all Applicable Laws.

- k) The Contractor will maintain proper books of accounts, registers, records, bills, invoices, receipts, vouchers etc. in respect of the compliance of labour related Applicable Laws and will regularly cause proper entries to be made therein and of all other particulars and matters necessary thereto and furnish a certification of compliance thereof to the Owner. The Contractor will make available such information and documents as may be required by the authorised representatives of the Owner for verification.

## **BIDDERS**

Deputy Conservator,  
Marine Department,  
Visakhapatnam Port Authority

## **INTEGRITY PACT BETWEEN VISHAKAPTNAM PORT AUTHORITY (VPA)**

**hereinafter referred to as "The Principal"**

**AND**

(Name of The bidders and consortium members).....hereinafter referred to as "The Bidder/Contractor"

### **Preamble:**

The Principal intends to award, under laid down organizational procedures, contract/concession for Tender No. **IMAR/DCO/D/Highly Manoeuvrable lunch**. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidders(s) and / or Contractor(s). in Government / PSU transactions and as a part of Vigilance administration and superintendence, CVC has, recommended adoption of Integrity Pact and provided basic guidelines for its implementation in respect of major procurements in the Government Organizations in pursuance of the same, the Principal agrees to appoint an external independent Monitor who will monitor the execution of the contract for compliance with the principles mentioned above.

### **Section 1 - Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

No employee of the Principal, personally or through family members, will in connection with the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

- (a) The Principal will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- (c) The Principal will exclude from the process all known prejudicial persons.

- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions. In such a case, while an enquiry is being conducted by the Principal, the proceedings under the contract would not be stalled.



## **Section 2 - Commitments of the Bidder / Contractor**

- (1)** The Bidder(s)/Contractor(s) commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities, during pre-contract as well as post- contract stages. He commits himself to observe the following principles during the contract execution.

  - a. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the execution of the contract or to any third person any material or immaterial benefit, which he/she is not legally entitled to, in order to obtain in exchange of advantage of any kind, whatsoever during the execution of the contract.
  - b. The Bidder/Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness, or to introduce cartelization in the bidding process.
  - c. The Bidder/Contractor will not commit any offence, under the Anticorruption Laws of India ; further the Bidder/Contractor will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
  - e. The Bidder /Contractor will, when presenting his bid, disclose any and all payment she has made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
  - f. The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
  - g. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal.
- (2)** The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences

## **COMMITMENTS OF THE 'BUYER / EMPLOYER'**

- 1.1 The 'BUYER / EMPLOYER' undertakes that no official of the 'BUYER / EMPLOYER', connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor or any material or immaterial benefit or any other advantage from the BIDDERS, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 1.2 The 'BUYER/EMPLOYER' will, during the pre-contract stage, treat all alike and will provide to all the same information and will not provide any such information to any particular BIDDERS which could afford an advantage to that particular BIDDERS in comparison to other.
- 1.3 All the officials of the 'BUYER/EMPLOYER' will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDERS to the 'BUYER/EMPLOYER' with full and verifiable facts and the same is prima facie found to be correct by the 'BUYER/EMPLOYER' necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the 'BUYER/EMPLOYER' and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the 'BUYER/EMPLOYER' the proceedings under the contract would not be stalled.

### **Commitments of BIDDERS**

3. The BIDDERS commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:
  - 3.1. The BIDDERS will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
  - 3.2. The BIDDERS further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favor,

any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the 'BUYER/EMPLOYER' or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor or disfavor to any person in relation to the contract or any other contract with the Government.

- 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
- 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
- 3.5 The BIDDERS further confirms and declares to the 'BUYER/EMPLOYER' that the BIDDERS has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the 'BUYER/EMPLOYER' or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDERS, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 3.6 The BIDDERS, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the 'BUYER/EMPLOYER' or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDERS will not collude with other interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDERS will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDERS shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the 'BUYER/EMPLOYER' as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The 'BIDDERS' also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDERS commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDERS shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 If the BIDDERS or any employee of the BIDDERS or any person acting on behalf of the BIDDERS, either directly or indirectly, is a relative of any of the officers of the 'BUYER/EMPLOYER' or alternatively, if any relative of an officer of the 'BUYER/EMPLOYER' has financial interest/stake in the

BIDDER's firm, the same shall be disclosed by the BIDDERS at the time of filing of tender.

The term 'relative' for the purpose would be as defined in section 6 of the Companies Act 1956.

- 3.13 The BIDDERS shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the 'BUYER/EMPLOYER'.

4. **Previous Transgression**

2.1 The BIDDERS declares that no previous transgression occurred in the last three years immediately before signing of this Integrity pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify bidder's exclusion from the tender process.

2.2 The BIDDERS agrees that if it makes incorrect statement on this subject, BIDDERS can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. **Earnest Money (Security Deposit)**

5.1 While submitting commercial bid, the BIDDERS shall deposit an amount **Rs.3,32,790/-** (to be specified in Bid Document) as Earnest Money/Security Deposit, with the 'BUYER/EMPLOYER' through any of the following instruments.

i) RTGS/Bank Guarantee

ii) A confirmed guarantee by an **Indian Nationalized** Bank promising payment of the guaranteed sum to the 'BUYER/EMPLOYER' on demand within 3 working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the 'BUYER/EMPLOYER' shall be treated as conclusive proof of payment.

iii) Any other mode or through any other instrument (to be specified in the Bid Document).

5.2 The Earnest Money/Security Deposit shall be valid up to a period of six months or the complete conclusion of the contractual obligations to the complete satisfaction of both the 'BIDDER' and the 'BUYER/EMPLOYER', including warranty period, whichever is later.

5.3 In case of the successful BIDDERS, a clause would also be incorporated in the Article pertaining to Performance Security in the Project Contract that the provisions of Sanctions for Violation Shall be applicable for forfeiture of Performance Security in case of a decision by the 'BUYER/EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4 No interest shall be payable by the 'BUYER/EMPLOYER' to the BIDDERS on Earnest Money/security Deposit for the period of its currency.

6. Sanctions for Violations

6.1 Any breach of the aforesaid provisions by the BIDDERS or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the 'BUYER/EMPLOYER' to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the 'BIDDERS'. However, the proceedings with the other BIDDER(S) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/ or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the 'BUYER/EMPLOYER' and the 'BUYER/EMPLOYER' shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDERS.
- (iv) To recover all sums already paid by the BUYER/EMPLOYER', and in case of an Indian BIDDERS with interest THEREON AT 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDERS from the 'BUYER/EMPLOYER' in connection with any other contract, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encase the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDERS in order to recover the payments, already made by the 'BUYER/EMPLOYER', along with interest.
- (vi) To cancel all or any other Contracts with the BIDDERS. The BIDDERS shall be liable to pay compensation for any loss or damage to the 'BUYER/EMPLOYER' resulting from such cancellation/ rescission and the 'BUYER/EMPLOYER' shall be entitled to deduct the amount so payable from the money(s) due to the BIDDERS.
- (vii) To debar the BIDDERS from participating in future bidding processes for a minimum period of five years, which may be further extended at the discretion of the 'BUYER/EMPLOYER'.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) at any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the 'BUYER/EMPLOYER' with the BIDDER the same shall not be opened.
- (x) Forfeiture of Performance Guarantee in case of a decision by the 'BUYER/EMPLOYER' to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The 'BUYER/EMPLOYER' will be entitled to take all or any of the actions mentioned at Para 6.1(i) to (x) of this Pact also on the Commission by the BIDDERS or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDERS), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the 'BUYER/EMPLOYER' to the effect that a breach of the provisions of this Pact has been committed by the BIDDERS shall be final and conclusive on the BIDDER. However, the BIDDERS can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. **Fall Clause**

7.1 The BIDDERS undertakes that it has not performed/is not performing similar project at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar project was performed by the BIDDERS in any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDERS to the 'BUYER/EMPLOYER', if the contract has already been concluded.

The parties hereby sign this Integrity Pact at \_\_\_\_\_ on \_\_\_\_\_ .

**BUYER/EMPLOYER**

**BIDDERS**

**Name of the Officer  
And Designation**

**CHIEFEXECUTIVE OFFICER**

**Witness**

**Witness**

1. \_\_\_\_\_  
2. \_\_\_\_\_

1. \_\_\_\_\_  
2. \_\_\_\_\_

\* Provisions of these clauses would need to be amended/deleted in line with the policy of the BUYER/EMPLOYER in regard to involvement of Indian agents of foreign.

## Part – 2

## Annexure – 1

### Bidders Information Form

[The Bidder shall fill in this Form in accordance with the instructions indicated below. No alternations to its format shall be permitted and no substitutions shall be accepted].

Date: [insert date (as day, month and year) of Tender Submission]

Tender No. [insert number of Tendering process].

Page \_\_\_\_\_ of \_\_\_\_\_ pages.

1.	Bidder's Legal Name [insert Bidder's legal name]
2.	Bidder's actual or intended Country of Registration; [insert actual or intended Country of Registration along with Registration Details]
3.	Bidder's year of Registration, [insert Bidder's year of registration]
4.	Bidder's Legal Address in Country of Registration, [insert Bidder's legal address in country of Registration]
5.	Bidder's Authorized Representative information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/ fax numbers] Email address: [insert authorized representative's email address]
7.	Attached are copies of original documents of [check the boxes) of the attached original documents] <ul style="list-style-type: none"><li>○ In case of government owned entity from India, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITB Sub-Clause 5.4</li><li>○ PAN NUMBER</li><li>○ GST NUMBER</li><li>○ VAT/Sale Tax Registration Numbers if applicable</li></ul>

(Authorized Signatory)

Company Seal:  
**Annexure – 2**

**SPECIMEN FOR FORM OF BID**  
**(To be executed on bidder's letter head)**

[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted. The Form shall be submitted in both the Techno-Commercial and Price Covers separately].

Date: [insert date (as day, month and year) of Tender Submission] **Tender No.:** [insert Tender number and Title].

To

The Dy. Conservator, Visakhapatnam Port Authority,  
Visakhapatnam – 530 035, Andhra Pradesh State

We, the undersigned, declare that:

- a) We have examined and have no reservations to the Tendering Documents, including Addenda No. **[insert the number and issuing date of each Addenda, Clarifications issued after pre-bid meeting along with Minutes]**;
- b) We offer to execute the work in conformity with the Tendering Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements in accordance with the tender document bearing no. **(insert Tender no.)**];
- c) The total price of our tender, excluding any discounts offered in item (d) below, is; [insert the total tender price in words and figures, indicating the various amounts and the respective currencies]; **[in case of Techno-Commercial offer it shall be mentioned that" as filled in the Price Bid]**.
- d) The discounts offered and the methodology for their application is:

**Discounts.** If our tender is accepted, the following discounts shall apply, [Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies,] [in case of Techno-Commercial offer it shall be mentioned that "as filled in the Price Bid").

**Methodology of Application of the Discounts.** The discounts shall be applied using the following method; [Specify in detail the method that shall be used to apply the discounts]; [in case of Techno Commercial offer it shall be mentioned that "as filled in the Price Bid].



- e) Our tender shall be valid for the period of time specified in **[ITB Sub-Clause 14.1]**, from the **date fixed for the Tender submission deadline in accordance with [ITB Sub-Clause 19.1]** and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period in accordance with **[ITB Sub-Clause 14.2]**;
- f) If our tender is accepted, we commit to submit a performance guarantee in accordance with **[insert relevant clause no., ITB Sub-Clause 31]** for the due performance of the Contract, as specified in specimen form for the purpose.
- g) We, including any sub BIDDERS or BIDDERS for any part of the contract, **[insert the nationality of the Bidder and nationally Sub Bidder]**.
- h) We have no conflict of interest in accordance with **(ITB Sub-Clause No.5)**;
- i) Our firm, its affiliates or subsidiaries – including any sub bidders or Bidders for any part of the contract – has not been declared ineligible by the Port, under laws of India or official regulations, in accordance with **[ITB Sub-Clause No.3,4 & 34]**;
- j) We understand that this Tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract Agreement is prepared and executed in accordance with **ITB Clause 30** and as per specimen form for the purpose.
- k) We understand that you are not bound to accept the Lowest evaluated Tender or any other Tender that you may receive.
- l) We also make a specific note clauses of **ITB, General Conditions of Contract, Special Conditions of Contract, Technical Specifications, addendum if any, etc.** under which the Contract is governed.
- m) In case of Out Station Firms, having a branch in India for liaison purposes, please mention the Name of the Contract person and Tel, No, Fax No., and mail, id and also the Complete Postal address of the Firm.
- n) We understand that the Communication made with the Firm at (m), by the Port shall be deemed to have been done with us.

**Signed** [insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the Form of Tender]

**Name:** [Insert complete name of person signing the Form of Tender]

Duly authorized to sign the Tender for and on behalf of : [insert complete name of Bidder] Dated on \_\_\_\_\_ day of \_\_\_\_\_ [insert date of signing]

Company Seal

## Annexure – 3

### PRE-QUALIFICATION OF BIDDERS

The information to be filled in by the Bidder in the following pages will be used for purposes of Pre-Qualification as provided for in the Instructions to BIDDERS.

**1. Turnover of the Firm:**

Year			
[ 2022-23,2023-24 and 2024-25] i.e. LAST THREE FINANCIAL YEARS ENGING 31 <sup>ST</sup> MARCH OF THE PREVIOUS YEAR.	2022-23	2023-24	2024-25

Attachments: i) Financial reports for the last **three** years: balance sheets, profit and loss statements, auditors reports (in case of companies/corporation) etc. List them below and attach copies.

ii) A statement **duly certified by the Chartered Accountant** showing the average Financial Turnover of the BIDDER over the last three Financial years (**2022-23, 2023-24 and 2024-25**).

**2. List of all contracts executed during the last Seven (7)) years similar in nature:**

Sl. No.	Nature of work	Total value (in INR)**	Contract Period			Name & address of clients
			Scheduled time		Period of Contract	
			From	To		

**Note:** Documentary evidence such as Work order, Work Completion Certificate etc. to be submitted.

## Annexure – 4

### SPECIMEN DECLARATION FORM

(To be executed on bidder's letter head)

To

\_\_\_\_\_  
(Project Title)

Ref: \_\_\_\_\_

The undersigned, having studied the pre-qualification submission for the above mentioned project, hereby states:

- a) The information furnished in our bid is true and accurate to the best of my knowledge.
- b) That in case of being pre-qualified, we acknowledge that the Board may invite us to participate in due time for opening of the Price Cover of the tender on the basis of provisions made in the tender documents to follow.
- c) When the call for tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- d) We enclose all the required pre-qualification data form and all other documents and supplementary information required for the pre-qualification evaluation.

Further, as required, we declare that:

- a) We also state that no changes have been made by us in the downloaded tender documents and also understand that in the event of any discrepancies observed, the printed tender document No. \_\_\_\_\_ is full and final for all legal/contractual obligations.
- b) No conditions are incorporated in the Financial Bid. In case any conditions are specified in the financial Bid, the tender will be rejected summarily without making any further reference to the Bidder.
- c) We have not made any payment or illegal gratification to any persons/authority connected with the Bid process so as to influence the Bid process and have not committed any offence under PC Act in connection with the Bid.

Date:

Place:

Name of the Applicant : \_\_\_\_\_

Represented by (Name & Capacity) \_\_\_\_\_

## Annexure – 5

### Bankers Details for E-Payment

#### FORMAT FOR FURNISHING BANK INFORMATION FOR E-PAYMENT

1.	Name and full address of the beneficiary	
2.	Credit Account No. (should be full 14 digit)	
3.	Account Type (SB or CA or OD)	
4.	Name of the Bank	
5.	Branch (Full address with telephone No.)	
6.	MICR code (should be 9 digit)	
7.	Telephone/mobile / Fax No. of the beneficiary	Telephone : Mobile: Fax:
8.	Xerox copy of a cheque	
9.	PAN Card No. / Details with Xerox copy	
10.	Bank IFSC Code No.	
11.	GST Registration No.	

**Note:** Enclose the Xerox copies of a cheque of your Bank for cross verifying the MICR No., Service Tax Registration Certificate & PAN Card.

**Signature of the Bidder with date**  
**Company Seal :**

## Annexure – 6

### TECHNICAL SPECIFICATION OF THE BOAT

S. No.	Particulars	Remarks
1.	LOA	
2.	Breadth	
3.	Depth	
4.	Draught Max	
5.	Service Speed/Max. Speed	
6.	GRT	
7.	NRT	
8.	CLASS	
9.	SHIPYARD/BUILDER	
10.	YEAR BUILT	
11.	Main Engines	
12.	Propeller	
13.	DG Sets	
14.	AIS Class 'B' type	
15.	Fuel Tank Capacity (To be sufficient for 10 hours operation)	
16.	To have capacity to carry minimum 8 persons and Additionally a cargo of approx. 1 ton.	
17.	Classification & Registration: Classed by IACS Member and Registered under IV Act.	
18.	Fuel consumption of Main Engines @ 90% MCR	
19.	Fuel consumption of craft which includes DG set and main engine as detailed in S.No.4.	

Note: Specification details to be submitted separately for each boat, Except for boats under construction, Specification to be submitted positively failing which the tender will not be considered. Only in case of new boats, undertaking is acceptable.

COMPANY SEAL with date  
BIDDER

SIGNATURE OF

Name :

Designation:

## Annexure – 7

### **TENDER FORM**

(BIDDERS are requested to fill up all the blank spaces in this tender form)

To  
The Dy. Conservator,  
Marine Department,  
Visakhapatnam Port Authority,  
VISAKHAPATNAM-530 035.

Sub: Tender for **“Hiring of a Highly Manoeuvrable lunch for Marine Department of Visakhapatnam Port Authority (VPA) for three years and extendable for two more years”** – Reg.

Dear Sir,

Having examined the instructions to BIDDERS, conditions of contract, specifications and schedules attached to the tender with Annexures and having satisfied ourselves of the site conditions for the Tender for **“Hiring of a Highly Manoeuvrable lunch for Marine Department of Visakhapatnam Port Authority (VPA) for three years and extendable for two more years”**.

We, the undersigned, offer to execute the work in conformity with said conditions of contract, specifications, drawings, etc. at rates for items of work in the schedule of items of work and rates attached herewith. We are aware of the site conditions of the subject work and of the requirements of this tender and for which we guarantee satisfactory performance.

We further undertake, if our tender is accepted, to deposit **within 30 days** from the date of receipt of the letter of acceptance, the successful tenderer shall be furnish the Performance Guarantee an amount equal to 5% of the accepted tender value in the form of the Bank Guarantee issued by any Scheduled Bank/Nationalised Bank enforceable and encashable at Visakhapatnam Port Authority before signing the agreement and Another 5% of Performance Guarantee will be recovered from our bills.in case of failure to furnish PBG as required above, the LOA/Work order may be cancelled,EMD forfeited and the tenderer debarred from all future tenders of VPA.In such an event, the nearest, lowest bidder(L-2)may be awarded the tender subject if deemed necessary by VPA.

We further undertake, if our tender is accepted, to enter into an **execute within 30 days** of our being called upon to do so, an **agreement** in the form annexed and the conditions of contract with such modifications as are agreed upon.

Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding contract between us. We agree to abide by this tender for the period of 180 days from the date fixed for receiving the same.

We have deposited the Earnest Money as per the instructions.

We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of our failing to deposit the security deposit in such form as contained in the GCC of tender or in the event of our tender being accepted, failure to execute an agreement in the form aforesaid within one month or extended time thereafter from the date of receipt of letter of acceptance, the deposit of earned money shall stand forfeited to the Authority.

We agree that the payment shall be made direct to us by the port Authority in rupees. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this                                      day of                                      in the capacity of

duly authorized to sign the tender for and on behalf of

(in BLOCK CAPITALS)

Witness

Signature:

Address:



**TENDER NO. IMAR/DCO/D/ Highly Manoeuvrable lunch /2025.**

**TENDER FOR** Hiring of one Highly Manoeuvrable lunch for three years and extendable for 2 more years)

**PROFORMA OF CONTRACT AGREEMENT**

(to be on stamp paper of Rs. 500/-)

THIS AGREEMENT made at VISHAKAPTNAM the \_\_\_\_\_ day of \_\_\_\_\_ between THE BOARD OF AUTHORITYEES OF THE PORT OF VISHAKAPTNAM incorporated by Major Port AUTHORITYs Act,201 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Authorities of the Port of VISHAKAPTNAM its successor and assigns) of the one part and \_\_\_\_\_

—  
all of VISHAKAPTNAM carrying on business in partnership in the firm name and style of \_\_\_\_\_ having registered with Income Tax Department of Government of India No. \_\_\_\_\_ and having their/ his office at \_\_\_\_\_ a company registered under the Indian Companies Act, 1956 and having registered office at \_\_\_\_\_ (hereinafter called the "Contractors" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the persons names his survivors of them, the heirs executors, legal representatives and administrators and administrators of such last survivor and their/his or her and permitted assigns/then company named its successors and permitted assigns) of the OTHER PART.

WHEREAS the Board invites tenders for the work of \_\_\_\_\_  
AND

WHERSAS the Contractors submitted his/their/its quotations by his/their/its **TENDER NO. IMAR/DCO/D/ Highly Maneuverable Launch/2025** subject to the terms and conditions as contained in his/their/its letter referred to in the Schedule 'A' hereto respectively \_\_\_\_\_ and \_\_\_\_\_ which \_\_\_\_\_ tender subject to the terms and conditions was accepted by the Board by the letter of its \_\_\_\_\_ (Designation of the HOD) \_\_\_\_\_ bearing No. \_\_\_\_\_ dated \_\_\_\_\_

in respect of \_\_\_\_\_ only (part of the Schedule of Quantities and Rates to the said Tender) \* AND WHEREAS the Contractors have/has deposited with the Board a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ ) only as security for the due performance of this contract \* AND WHEREAS Contractors \_\_\_\_\_ (Here please mention the name of Bank and Branch) VISHAKAPTNAM, has given Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ ) only towards further security for the due performance of this contract by the Contractors.

**NOW THIS AGREEMENT WITNESS AS FOLLOWS:**

1. In this agreement the words and expression shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.
  - a. The said tender containing Section –I, Section –II and Section -III
  - b. Instructions to the Bidders including corrigendum & addendum to tender.
  - c. The Schedule of Rates (Annexure-VII)
  - d. The Contractor's letters / correspondence and VPA's replies / correspondence thereon, referred to in the Schedule 'A' hereto, and
  - e) The acceptance of the Tender by the said letter No. \_\_\_\_\_ dated \_\_\_\_\_ day of \_\_\_\_\_ 2021, (mention the Designation of HOD) \_\_\_\_\_ of the Board to the Contractors.

\* Please strike out which is not required
3. In consideration of the payment to be made by the Board to the Contractors as herein after mentioned the Contractors DO and each of them DOTH severally and jointly HEREBY COVENANT with the Board to carry out the work of "Hiring of one Highly Manoeuvrable lunch for three years and extendable for 2 more years". to VISHAKAPTNAM PORT AUTHORITY"/ together with the provisions of the Contract and to maintain/guarantee the same as provided in the conditions of the Contract (hereinafter collectively called "The Contract Work").

4. The BOARD HEREBY COVENANT to pay to the Contractors in consideration of the contractors carrying out the contract work to the entire satisfaction of the (mention the Designation of HOD) \_\_\_\_\_ of the Board in all respects the contract price /\* (after taking into account the rebates of \_\_\_\_\_ % offered by the contractor) at the time and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the Contractor have/has hereunto subscribed and set his/their respective hands and seals \_\_\_\_\_ the duly constituted Attorney of and for on the behalf of the Contractor hath been hereto affixed and the Dy. Conservator of the Board of Authorities of the Port of VISHAKAPTNAM for and on behalf of the Board has set his hand and the Common seal of the Board hath been hereunto affixed the day and year first above written.

- Strike out if there is not rebate.

THE SCHEDULE 'A' ABOVE REFERRED TO

(The Schedule of letters)

(Here please mention Contractor's and VPA. letters)

THE SCHEDULE 'A' ABOVE REFERRED TO

(The Schedule of spares to be supplied by the Contractors)

SIGNED, SEALED AND DELIVERED	)	Constituted Attorney
by the above named _____	)	
_____	)	
in presence of _____	)	

**OR**

SIGNED, SEALED AND DELIVERED	)	
by the above named _____	)	
_____	)	
on behalf of themselves and for and on	)	
behalf of _____	)	Signature of
in presence of _____	)	
Contractors	)	

**OR**

The common seal of affixed pursuant to a	)
resolution of the Board of Directors dated	)

the \_\_\_\_\_ of \_\_\_\_\_ 2017 in ) Director  
presence of \_\_\_\_\_ )  
and \_\_\_\_\_ )  
two of the Directors of the said company. ) Director

SIGNED, SEALED AND DELIVERED  
by the Dy. Conservator for and on behalf of )  
Board of Authorities of Port of VISHAKAPTNAM in )  
the presence of \_\_\_\_\_ ) DY. CONSERVATOR  
\_\_\_\_\_ )

The Common Seal of the Board of AUTHORITY  
of the Port of VISHAKAPTNAM was affixed in the  
Presence of \_\_\_\_\_ )  
\_\_\_\_\_  
Secretary, VISHAKAPTNAM PORT AUTHORITY.

**TENDER NO.: IMAR/DCO/D/ Highly Manoeuvrable lunch /2025**

**TENDER FOR** Hiring of one Highly Manoeuvrable lunch for three years and extendable for 2 more years

**PROFORMA OF BANK GUARANTEE**

In consideration of the Board of AUTHORITYEES of Port of VISHAKAPTNAM incorporated by the MAJOR PORT AUTHORITYs Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the said Board of authorities of the Port of VISHAKAPTNAM, its successor and assigns) having agreed to exempt (mention the name of the Contractor/s) \_\_\_\_\_ (hereinafter called the "Contractor") from the demand under the terms and conditions of the Contract, vide \_\_\_\_\_'s letter No. (mention the name of the Department) \_\_\_\_\_ dated \_\_\_\_\_ made between the Contractors and the Board for execution of "Hiring of one Highly Manoeuvrable lunch for three years and extendable for 2 more years (Total 5years).. VISAKHAPATNAM PORT AUTHORITY" covered under Tender No. **IMAR/DCO/D Highly Manoeuvrable lunch /2025**(hereinafter called "the said Contract") for the payment of Security Deposit in the form of DD or lodgement of Government Promissory Loan Notes for the due fulfilment by the said Contractor of the terms and conditions of the Contract, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (In \_\_\_\_\_ words \_\_\_\_\_ Rupees \_\_\_\_\_ only. We, the (Name of the Bank and address) \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as "the Bank") at the request of the Contractors do hereby undertake to pay to the Board an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ ) only, against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and conditions of the said Contract.

(BANK SEAL)

2. \_\_\_\_\_ We, \_\_\_\_\_ (Name of the Bank & Branch)

\_\_\_\_\_ do hereby undertake to pay the amounts due and payable under this guarantee without any demure merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of any breach by the Contractors of any of the terms and condition of the said Contract or by reason of any breach by the Contractors of any of the terms and conditions of the said Contract or by reason of the Contractor's failure to perform the said Contract. Any such demand made on the Bank shall be

conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to any amount not exceeding Rs. \_\_\_\_\_

(Rupees

\_\_\_\_\_)

3. We, (Name of the Bank & Branch)

\_\_\_\_\_

\_\_\_\_\_, undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the Contractor(S) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, (Name of the Bank & Branch)

\_\_\_\_\_

\_\_\_\_\_ further agrees with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said Contract have been fully paid and its claim satisfied or discharged or till the (Name of the User Department)

\_\_\_\_\_ of said Board certifies that the terms and conditions of the Contract have been fully and properly carried out by the said Contractor(s) and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall at the request of the Board but at the cost of the Contractor(s), renew or extend this guarantee for such further period or periods as the Board may require from time to time.

(BANK SEAL)

5. We (Name of the Bank & Branch )

\_\_\_\_\_

\_\_\_\_\_ further agree with the Board that the Board shall have the full liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Contract or to extend the time of performance by the said Contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of

the powers exercisable by the Board against the said Contractor(s) and to forebear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variations or extension being granted to the Contractor(s) or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

7. It is also hereby agreed that the Courts in Greater VISHAKAPTNAM would have exclusive jurisdiction in respect of claims if any, under this guarantee.

8. We, \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

9. "Notwithstanding anything contained herein:

(a) our liability under this Bank Guarantee shall not exceed Rs.

\_\_\_\_\_  
(Rupees \_\_\_\_\_ only );

(b) this Bank Guarantee shall be valid upto \_\_\_\_\_ ; and

(c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us written claim or demand on or before \_\_\_\_\_ (date of expiry of Guarantee)

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2021.

For (Name of the Bank

(BANK SEAL)

Name & Signature

Note: Only basic format for PBG have been annexed to the tender document

## **UNDERTAKING**

The is to certify that the contents of the downloaded Tender document for the work of **“Hiring of a Highly Manoeuvrable lunch for Marine Department of Visakhapatnam Port Authority (VPA) for three years and extendable for two more years”**.

- i) for collection of floating Garbage from Port waters during day time.
  - ii) for patrolling in Harbour waters for security purpose during night time
- and
- i) to respond oil spill pollution response in Port waters whenever required.

of have not been altered, in any form by us.

Signature: \_\_\_\_\_

For and on behalf of \_\_\_\_\_

(Company Seal)

\_\_\_\_\_

Date:



**SECTION – 3**  
**GENERAL CONDITIONS OF CONTRACT**  
**INDEX**

Clause No	Description
1.0	Definition
2.0	Use of contract document
3.0	Commencement of Contract
4.0	Boards right of rejection
5.0	Contract period
6.0	Termination for default
7.0	Resolution of dispute
8.0	Force Majeure
9.0	Insurance
10.0	Compliance with statutes / regulations
11.0	Conduct
12.0	Work Order
13.0	Contract agreement
14.0	Undertaking by the bidders in the price bid
15.0	Arbitration clause
16.0	Language and Law
17.0	Safety
18.0	Subsequent legislation
19.0	Performance Security
20.0	E-Payment
21.0	Hot work
22.0	Protection of Environment

23.0	Safety Regulations
24.0	Tax
25.0	Maintenance & Operation
26.0	Crew Pass
27.0 to 60.0	Scope of work and general conditions

## Part III

### Annexure – 8

#### **PRICE BID**

Name of the Tenderer:

<b>Sl. No.</b>	<b>Particulars</b>	<b>Hire Charges per day</b>
1.	Hiring a Highly Manoeuvrable launch for Marine Department of Visakhapatnam Port (VP) for Three years and extendable for Two more years.	

SIGNATURE OF THE TENDERER WITH SEAL

#### **CONDITIONS:**

- The amount quoted shall be constant every year.
- Applicable GST would be paid extra.
- Fuel, Fresh water shall be supplied by the Port at FREE OF COST.**
- The amount quoted shall remain valid for a period of **Six (6) months** from the date of opening of Tender.
- The bidders shall write his rates in both figures and words.
- The bidders shall make sure that there is no overwriting. If any correction is made, the signatory to this tender document should put his full signature on the side of the correction.

Signature of the Bidders with date  
Company Seal:

## **VPA BANK DETAILS FOR REMITTING EMD AND TENDER FEES**

Name of Payee: **The FA&CAO, VPA, VISAKHAPATNAM**

1	Name of the Bank:	State Bank of India, Port Branch, Visakhapatnam Pin: 530 035.
2	Bank A/C No.	30387186900
3	IFSC Code:	SBIN0001740
4	MICR Code	

**PART – V**

**TECHNO-COMMERCIAL TERMS FOR BIDDER'S  
RESPONSE**

<b>SR. NO.</b>	<b>COMMERCIAL TERMS</b>	<b>RESPONSE</b>
1.	BIDDERS must carefully study the technical specifications and general Terms and Conditions before preparation of tender. All terms and conditions of NIT and Corrigendum, if any, shall be applicable.	
2.	Please provide EMD & Tender Fee payment details like Amount, Bank, Date etc. (This information may be provided against any one lot).	
3.	Banker's Details	
4.	Scanned copy of Income Tax returns should be uploaded	
5.	e-mail id	
6.	Scanned copy of Service Tax Registration Certificate duly attested by the Notary is to be uploaded.	
7.	Scanned copy of Employees State Insurance Registration Certificate duly attested by the Notary is to be uploaded.	
8.	Power of Attorney in original is to be uploaded for company & Partnership firms	
9.	Supporting documentary evidence of work orders and also satisfactory completion certificate with Contract Value of the work issued by the client duly attested by Notary shall be uploaded.	
10.	Scanned Copies of annual turnover, profit and loss Account statements, balance sheet and Auditor's report for the last three years, endorsed by Chartered Accountant are to be uploaded.	
11.	Complete Technical Specifications shall be uploaded with seal & Signature.	
12.	Organization Structure of the firm/Bidder shall be uploaded	
13.	<b><u>Rates:</u></b> The price shall be quoted as per the Price schedule and shall be Firm. The BIDDERS shall separately mention the applicable Taxes etc., for the proposed work in PART-III.	
14.	<b><u>Commencement :</u></b> The successful bidders shall commence the job after issuing LOA of work order. The contract period is for 3 years and extendable for two years	
15.	<b><u>Validity of quotation:</u></b> The quotation should be valid for <b>180 days</b> from the due date.	
16.	(i) No Advance payment will be made. (ii) Any changes in Rates, taxes and duties after the submission of the bid will not be considered except GST.	
17.	All the Disputes are subject to Visakhapatnam jurisdiction only.	