

VISAKHAPATNAM PORT AUTHORITY
MARINE DEPARTMENT

TENDER DOCUMENT NO. IMAR/DCO/D/pilot Launch/2025-26 Dt.11-09-2025

Only through E-tender mode (CPP Portal)

Supply, Manning, Operation and Maintenance of 1 No. Twin Screw New Pilot Launch with Steel Hull on daily hire basis for a period of ten (10) years..

TECHNO COMMERCIAL BID

VISAKHAPATNAM PORT AUTHORITY

E.mail: dc.vpt@gov.in

CONTRACTOR

DEPUTY CONSERVATOR

**VISAKHAPATNAM PORT AUTHORITY
MARINE DEPARTMENT**

NOTICE INVITING TENDERS (NIT)

1.	Organization	Visakhapatnam Port Authority
2.	Department	Marine Department
3.	NIT number	IMAR/DCO/D/pilot Launch/2025-26 Dt.11-09-2025
4.	Name of Work	Supply, Manning, Operation and Maintenance of 1 No. Twin Screw New Pilot Launch with Steel Hull on daily hire basis for a period of ten (10) years.
5.	Estimate Contract Value	Rs.11,50,69,500 /-
6.	Period of Completion	10 years
7.	Form of Contract	Well experienced and financially sound contractors who have experience in similar works.
8.	Bidding Type	Open.
9.	Bid Call No.	2 nd Call
10.	Type of Quotation	E-Tenders in two bid system(Technical and price bids)
11.	Transaction Fee	Rs.1,770/- (Rs.1500/- + GST @ 18%)
12.	Average Annual Turnover (During last three years)	The tenderer has to submit details of average annual turnover of not less than 30% of amount put to tender during the last 3 years ending 31st March of the previous financial year issued by any Chartered Accountant,
13.	EMD/Bid Security	Rs.12,50,695/-
14.	Bid document downloading start date	13.09.2025 from 10:30 hrs
15.	Bid document downloading end date	09.10.2025 upto 15:00 hrs
16.	Last date and time for receipt of bids	09.10.2025 upto 15:30 hrs
17.	Date of Pre bid meeting	23.09.2025 @15:00 hrs.
18.	Bid validity	180 Days from the date of opening of the Tender
19.	Pre-qualification / Technical bid opening date	10.10.2025 at 15:30 hrs
20.	Officer Inviting Bids	Deputy Conservator, V.P.A, Visakhapatnam.
21.	Bid Opening Authority	HARBOUR MASTER, V.P.A, Visakhapatnam.
22..	Address	O/o Deputy Conservator, 1 st Floor, Marine Department, Visakhapatnam Port Authority, Visakhapatnam-530 035, Andhra Pradesh, India. E.mail: dc.vpt@gov.in ,
23.	Contact Details	Deputy Conservator/Shipping Superintendent Tel.No.0891-287 5500, 287-5504

CONTRACTOR

DEPUTY CONSERVATOR

1. The bidders shall upload the copy of the transaction details with UTR No. along with the Technical bid documents. The details of Bank Account are furnished below.

Bank Name : State Bank of India
Bank Branch : Visakhapatnam Port Branch
Account No. : 30387186900
IFSC : SBIN0001740

2. In case of the NSIC/MSME certificate submitted bidders, the eligibility for exemption of Transaction fee and EMD amount subject to fulfilling of tender condition.
3. Port will accept the payment of transaction fee and EMD through RTGS/NEFT/Net banking only

CONTRACTOR

DEPUTY CONSERVATOR

Instructions to the Bidders to submit online bids thro' the e - Procurement site <https://etenders.gov.in>

1. Bidder should do the registration in the tender site using the "Click here to Enroll" option available.
2. Then the Digital Signature of SIFY/TCS/n Code or any Certifying Authority is to be registered after logging into the site
3. Bidder can use "My Space" area to update standard documents in advance as required for various tenders and use them during bid submission. This will facilitate the bid submission process by reducing time.
4. Bidder may read the tenders published in the site and download the required documents /tender schedules for the tenders he is interested.
5. Bidder then logs into the site using the secured log in by giving the user id/password chosen during registration and password of the DSC/e token.
6. Only one DSC should be used for a bidder and should not be misused by others.
7. Bidder should read the tender schedules carefully and submit the documents as asked, otherwise, the bid will be rejected.
8. If there are any clarifications, this may be obtained using clarifications or during the pre-bid meeting. Bidder should take into account of the corrigendum's published before submitting the bids online.
9. Bidder must in advance prepare the bid documents to be submitted as indicated in the tender schedule and they should be in required format. If there are more than one document, they can be clubbed together.
10. Bidder selects the tender which he is interested using search option & then moves it to the my favorites folder.
11. From the my favorites folder, he selects the tender to view all the details indicated.
12. The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
13. The payment of the Transaction Fee (non-refundable) and EMD by the bidders shall be accepted 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.
14. In case of the NSIC/MSME certificate submitted bidders, the eligibility for exemption of Transaction fee and EMD amount subject to fulfilling of tender condition.

CONTRACTOR

DEPUTY CONSERVATOR

15. The bidder has to enter the password of the DSC/e token and the required bid documents have to be uploaded one by one as indicated.
16. The rates offered details have to be entered separately in a spread sheet file (.xls) in the space allotted and should be updated as BOQ.xls file for each tender after the financial bid. The BOQ file, if found modified by the bidder, his bid will be rejected.
17. The tendering system will give a successful bid updating message & then a bid summary will be shown with the Bid No. & the Date & Time of submission of the bid with all other relevant details. The bidder has to submit the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
18. The bid summary has to be printed and kept as an acknowledgement and as a token of the submission of the bid.
19. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate on the bid opening date.
20. For any clarifications with the TIA, the bid number can be used as a reference.
21. Bidder should log into the site well in advance for bid submission so that he submits the bid in time i.e. on or before the bid submission time. If there is any delay, due to other issues, bidder only is responsible.
22. Each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced by scanning at low resolution and the same can be uploaded. However if the file size is less than 1 MB the transaction uploading time will be very fast.
23. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e Procurement system. The bidders should follow this time during bid submission.
24. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.
25. The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
26. Any documents that is uploaded to the server is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyers public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
27. For any queries, the bidders are asked to contact by mail dc.vpt@gov.in or by phone 0891 2875502 and 0891 2875504 well in advance

CONTRACTOR

DEPUTY CONSERVATOR

2.GENERAL INSTRUCTIONS TO TENDERER

1.1 General

Online tenders are invited for engaging contractors for Supply, Manning, Operation and Maintenance of 1 No. Twin Screw New Pilot Launch with Steel Hull on daily hire basis for a period of ten (10) years to marine department of Visakhapatnam Port Authority under two cover system by e-tendering mode detailed in specification attached herewith and in accordance with instructions to the tenderer, general conditions of tender, etc. Through e-procurement website ([www.https://etenders.gov.in](https://etenders.gov.in)).

1.2 BRIEF DESCRIPTION OF THE TENDERING PROCESS:-

Port Authority intends to follow a Two-stage Tendering process for selection of Qualified Tenderer for the work and in the 1st stage (Techno-Commercial bids). Upon evaluation of Eligibility Criteria, Marine Department shall announce the pre-qualified Tenderers to proceed to the 2nd stage (Price bid). The tender is floated in e-Procurement website ([www.https://etenders.gov.in](https://etenders.gov.in)).

The copy of UTR Number for cost of Tender document & EMD along with Integrity pact (original) executed in the stamp paper of Rs.100/- as mentioned in Annexure must be submitted to this office on or **before 15:00 hours on 10.10.2025** i.e. before opening of the Techno- Commercial bids,

Pre-bid Meeting: The bidder may send their queries vide email dc.vpt@gov.in if any on or before **15:00 hours on 22.09.2025**. The pre-bid meeting will be conducted at 15:30 hours on **23.09.2025** to submit their queries and seek any clarifications.

1.2.1 CONTENTS OF COVER (Techno Commercial bids)

- i) For the Pre-qualification stage, the Tenderers have to furnish information on their Technical and Financial capability in accordance with the conditions and formats specified in this Tender Document.
- ii) The financial documentary evidences sought by Marine Department of the VPA under (Eligibility Criteria) of INSTRUCTION TO TENDERERS (Technical and Commercial Conditions) are to be furnished.
- iii) The documentary evidences of technical experience sought by the Marine Department of VPA and relevant Satisfactory Completion Certificates are to be furnished.
- iv) Self-attested copy of Tender document duly filled in by the tenderer affirming that they abide by all the conditions/clauses/schedules/Annexure of the Tender signed, dated & sealed by the tenderer on all the pages shall be furnished.

The proof of eligibility as detailed in the eligibility clause and the copy of online details (UTR Number) of EMD, Cost of Tender Document and Integrity Pact must be scanned and uploaded in the e-procurement website.

- 1.1.2 PRICE BID: Bidders may note that "**PRICE BID**" shall be submitted through e-procurement website only.

CONTRACTOR

DEPUTY CONSERVATOR

- i) The amount of Earnest Money Deposit is **Rs.12,50,695/-**
 - ii) The total cost of Tender Document is Rs.**1770/-**
 - iii) Tenderers can download the Tender Documents from Govt. e- procurement Website.
 - iv) The bidders should pay the EMD **Rs.12,50,695/-** and Transaction Fee (non-refundable) Rs.**1770/-** 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.
- 1.1.3 Bidders opted for EMD/ Transaction fees exemption having NSIC / MSE should meet the following.
- (a) Bidders have to submit the supporting documents issued by competent Govt. bodies to become eligible for above exemption.
 - (b) Certificate issued by NSIC/ MSE shall cover the items tendered.
 - (c) NSIC certificate shall be valid as on due date / extended due date of the tender.
 - (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 arm / subsidiary.
- 1.2 The offer of Techno-Commercial bids must be valid for a minimum of 180 days from the date of opening of Tender, otherwise the offer shall be rejected as non-responsive.
- 1.3 Bidding is open to all eligible bidders meeting the eligibility criteria as defined in Pre-Qualifying criteria of Instructions to Tenderers. Bidders are advised to note the minimum qualification criteria specified for qualifying in the tender.
- 1.4 VPA shall not bind themselves to accept the lowest or any tender and reserve the right to accept any tender in part or to reject any tender without assigning any reason thereof.
- 1.5 The due date of submission of offers will be **09.10.2025 at 15:00** hours unless otherwise notified. In the event of changes in the schedules, Visakhapatnam Port Authority notifies the same through e-procurement website.
- 1.6 If the offers are not received according to the instructions detailed here above, they shall be liable for rejection.

DEPUTY CONSERVATOR
Ph.No:08912875502,
email: dc.vpt@gov.in

CONTRACTOR

DEPUTY CONSERVATOR

10. Process to be Confidential:

- a. Information relating to the examination, clarification, evaluation and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced by the tender accepting authority. Any effort by a Tenderer to influence the processing of Tenders or award decisions may result in the rejection of his Tender.
 - b. No Tenderer / Bidder shall contact the Harbour Master, VPA on any matter relating to Tender from the time of the Tender opening to the time the Contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Harbour Master, VPA, it should do so in writing.
 - c. Before recommending / accepting the Tender, the tender recommending / accepting authority shall verify the correctness of certificates submitted to meet the eligibility criteria and specifically experience. The authenticated agreements of previous works executed by the lowest tenderer shall be called for.
11. Tenderers should take into account of the Addendum / Corrigendum's published before submitting the bids online. Further, details / clarifications if any will be available from the Deputy Conservator, Marine Department, Port Area, Visakhapatnam Port Authority, Visakhapatnam – 530 035.

1. PRE-QUALIFICATION CRITERIA:

- 1) Proof of experience of having successfully completed similar work of operation and maintenance of Floating Crafts / Pilot launches on hire / time charter for a minimum period of one year during last 7 years ending last day of the month previous to the one in which application invited on going works also will be considered for the completed period provided the bidder submits satisfactory certificate for the completion period from the Organization. The Tenderer should satisfy any one of the following eligibility criteria.
 - (i) One similar completed work costing not less than the amount equal to 80 % of the estimated cost. **(Rs.9,20,55,600/-)**
OR
 - (ii) Two similar completed works each costing not less than the amount equal to 50 % of the estimated cost. **(Rs.5,75,34,750/-)**
OR
 - (iii) Three similar completed works each costing not less than the amount equal to 40 % of the estimated cost. **(Rs.4,60,27,500/-)**

NOTE: Similar work means „operation and maintenance of Floating Crafts / Pilot Launches on hire / time charter“.

Copies of work order letter (s) for similar work (s) indicating value of the work name of the organization etc. with documentary evidences in support of execution i.e. certification of completion / successful execution certificate are to be submitted duly notarized as a proof.

CONTRACTOR

DEPUTY CONSERVATOR

- 2) Firm has to submit a copy of valid GST enrolment proof.
- 3) Firm has to submit a copy of the Income Tax permanent Account No.
- 4) Tenderers has to submit Annual Financial turnover duly certified by a Chartered Accountant for the last 3 years, ending 31st March of the previous financial year. Average Annual Financial Turnover of the firm during the above period should be at least 30 % of the estimated cost.
- 5) Tenderers have to give an undertaking duly stating that they have submitted genuine documents in support of their credentials and VPA is at liberty to take any action, if documents are found to be not genuine even during the execution period of the work.
- 6) In case the Tenderer does not own the Launch at the time of submission of Tender, he may submit the MOU he has entered for purchase / hiring of the Launch or letter of arrangements from the owner of the Launch which he intends to offer to VPA as per delivery schedule, which shall be enforceable under Indian laws and to the satisfaction of VPA.
- 7) Ban / Suspended firms / Contractors of VPA are not eligible. The Tenderers should submit an undertaking that they are not blacklisted / suspended by VPA.
- 8) Declaration of Relationship:
Tenderers have to give a undertaking that they are not related to any officer of Visakhapatnam Port Authority or any Officer of the rank of Assistant Secretary or above in the Ministry of Transport, Government of India. The Contractor should give a declaration along with his Tender about the name of relatives, who are employed as Non- Gazetted officers in this Port Authority.
- 9) Tenderers shall give an undertaking that they have not made any payment or illegal gratification to any person / authority connected with bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
- 10) Tenderers shall give an undertaking that they does not have any relationship (direct/indirect) either personal or commercial with any of the existing Authorities of VPA.
- 11) Tenderers shall submit an undertaking that all the terms and conditions of the Tender will be complied in to.
- 12) Tenderers are required to upload the Tender document duly signed on all the pages as a token of acceptance of all the terms and conditions.

2. CONDITIONS OF THE TENDER:

Invitation to Tender: Tenders are hereby invited for "Supply, Manning Operation and Maintenance of 1 No. new Pilot Launch with Steel Hull on hire basis for a period of Ten (10) years.

1. Signature & language: When a Contractor signs a tender in an Indian Language, the rates and the total amount tendered should also be written in the same language. In the case of illiterate contractors, the rates on the amounts tendered should be attested by a witness.

CONTRACTOR

DEPUTY CONSERVATOR

2. Earnest Money Deposit:

The Tenderer shall deposit the earnest money of ₹. 12,50,695/- (Rupees Twelve lakhs fifty thousand six hundred and ninety five only) in the form of Demand Draft drawn in favor of F.A. & C.A.O., VPA drawn in any Nationalized Bank / Scheduled Bank payable at Visakhapatnam.

- ii) The EMD is required to be submitted along with the Tender.
 - iii) After the tender is finalized and work order is placed, the earnest money of the unsuccessful bidders will be refunded immediately.
 - iv) In the case of the successful Bidder, the EMD will be refunded after signing the agreement and submission of Performance Guarantee Bond / Security Deposit.
 - v) The EMD paid will not carry any interest.
 - vi) Bid received without EMD will be summarily rejected.
3. All the eligible Bidders, who are registered with NSIC / Ministry of MSME are exempted from payment of EMD and Transaction Fee subject to fulfilling of following conditions:-.

- a) Bidder should invariably submit a request letter claiming " EMD and Transaction Fee exemption".
 - b) Bidder has to submit the self-attested copy of the Registration Certificate issued by NSIC / Ministry of MSME for the works / services relevant to the "Subject Tender" as per pre-qualification criteria.
 - c) The above Registration certificate should be valid as on the date of opening of the Technical Bid.
 - d) The monetary limit of the registration certificate shall be more than the "amount put to Tender". In case the monetary limit of the above Registration Certificate is less than the estimated cost (put to Tender), then the above certificate will be treated as invalid for the subject Tender.
 - e) In case the registration certificate issued by NSIC / Ministry of MSME is found to be invalid (date expired) or insufficient monetary limit or irrelevant works or services i.e. other than the Tendered works / services, then the registration certificate cannot be considered for exemption of EMD & Transaction fee and the Bid received will be treated as "Bid submitted without EMD and Transaction Fee" and the Bid is liable for rejection.
 - f) In case the bid is submitted as an Indian arm of a Foreign Bidder and the eligibility criteria conditions were met thru foreign company, then the " EMD and Transaction fee exemption cannot be claimed under the MSME status of Indian arm / subsidiary.
 - g) Submission of copy of "application for obtaining NSIC/MSME Registration" or pending renewal of certificate will not be entertained. Such Tenderers cannot claim exemption of EMD and Transaction fee.
4. Forfeiting of EMD: Should the successful bidder failed to furnish security or refuse to execute the work in accordance with his accepted tender, EMD will be forfeited and Board may thereon award the contract to another bidder.
5. Performance cum Security Deposit:
- a) The Contractor is required to submit Bank Guarantee of 10% of the total contract value towards PG/SD in VPA Pro-forma within 30 days from the date

CONTRACTOR

DEPUTY CONSERVATOR

- of issue of LOI / W.O with validity covering the contract period and also with additional claim period of 3 months.
- b) The amount recovered towards PG/SD will be released to the Contractor on successful completion of the contract period.
6. Rejection of Tender: Tenders which do not fulfil all or any of the above conditions or incomplete in any respect, are liable for summary rejection.
7. Canvassing: Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the Contractor, who resorts to canvassing, will be liable for rejection.
8. Percentage of Rates & Price variation: The Contractor should not introduce percentage rates above/ below the estimate rates in the items rates. Such tenders will be rejected. Also, the Tenderers should not include any price variation clause.
9. Percentage Rates:
- (a) Tenders containing percentage above/below on their total tendered amount will be summarily rejected.
 - (b) Rates quoted by the Contractor on item rate tendered in figures and words shall be accurately filled in, so that there is no discrepancy in the rates written in figures and in words. However, if any discrepancy is found, the rate, which correspond to the amount worked out by the Contractor shall be taken as correct.
 - (c) If the amount of an item is not worked out by the Contractor or it does not correspond with the rate written either in figures or in words, then the rate quoted by the contractor in words, shall be taken as correct.
 - (d) When the rate quoted by the contractor in figures and in words tallies, but the amount is not worked out correctly then the rate quoted by the contractor shall be taken as correct and not the amount.
10. Quoting in Words & Figures: Special care should be taken to write the rates in figures as well as in words, and the amounts in figures only, in such a way that the interpolation is not possible. The total amount should be written, both in figures and words. In case of figures the letters words ₹ should be written before the figures of rupees and the word „Paise“ after decimal figures, viz., ₹.2.15 ps. And in case of words, the word „Rupees“ should precede and the word „Paise“ should be written at the end. Unless when the rate as in whole rupees and followed by the words only, it should invariably be up to two decimal places.
11. Un called for Remarks / Rejection: The tenders containing uncalled for remarks or any additional conditions are liable to summarily rejected.
Increase in Price: No increase in the prices quoted, will be allowed after opening of the tenders.
12. Acceptance of Tender: The acceptance of a tender will rest with the Chairman, Visakhapatnam Port Authority, who does not bind himself to accept the lowest tender, and reserves to himself the authority to reject any or all of the tenders received, without the assignment of any reason. Any tender, which does not fulfil all the prescribed conditions, will be rejected.

CONTRACTOR

DEPUTY CONSERVATOR

13. Retired Government Personnel Competency as a Contractor: No Engineer in Gazetted Rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as a contractor for a period of two years of his retirement from Government service without the previous permission of the Government of India, contract is liable to be cancelled, if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the Contractor's service as the case may be. In such cases, Contract is liable for cancellation.
14. Acquaintance of Work: The tenderers should acquaint themselves with the present status of work and working conditions of the site and locality and no claim will be entertained on this issue.
15. Price Quoting: Contractors should quote their rates only in decimal coinage in paise.
16. Validity: The tender prices should be kept valid for 120 days from the date of opening of tenders and the tenderer cannot amend, alter, revoke his tender in any way during this period if he does so, the EMD paid by him shall be forfeited without any notice.
17. GST: According to GST Act, every dealer is liable to be registered whose aggregate turn over exceeds ₹. 20 lakhs for supply of goods / services / executing any works contract. Accordingly, GSTIN is to be provided for participation in tender and to award the contract.
19. Format and signing of tenders: The tender shall be prepared, signed and submitted by the Firm /corporation/company in whose name the tender documents are issued. The tender shall be typed or written in indelible ink and all pages of the tender shall be signed by the Tenderer. The Tenderer shall submit the complete tender without alterations, interlineations, or erasures, except those to accord instruction issued by the Employer or as may be necessary to correct errors made by the Tenderer. All such cancellations, alterations or amendments shall be countersigned by person or persons signing the tender.
20. Tenderers are to submit genuine documents in support of their credentials. If any forged/ fake documents are submitted by the tenders, their business dealings with VPA will be banned.
21. The Contractors/ firms while quoting tender shall note that no post tender negotiations will be held with the L1 tenderers except in exceptional cases, whenever it is necessary.
22. The bidders shall disclose any payments made or proposed to be made to any intermediaries (Agents etc.) in connection with the bid.
24. Deputy Conservator at his discretion has right to cancel the work even during the execution of the work, if the documents submitted by the firm are not genuine.
25. The Contractors / firms are to pay the salaries to the staff engaged for this work not less than ALC rates amended from time to time.
- 26.

CONTRACTOR

DEPUTY CONSERVATOR

27. VPA statutory requirements:

1. The contractor shall comply with the provisions of all the Acts, Laws, any Regulation or Bye- Laws of any Local or other Statutory Authority applicable in relation to the execution of the subject works, such as but not limited to:
 - (i) Payment of Wages Act, 1936 (Amended),
 - (ii) Minimum Wages Act, 1948 (Amended),
 - (iii) The Contractor Labour (Regulation & Abolition) Act, 1970 with Rules framed there under as amended,
 - (iv) Workmen Compensation Act, 1923 as amended by Amendment Act No.65 of 1976,
 - (v) The Personal Injuries (Compensation Insurance) Act, 1963 and any modifications thereof and rules made there under from time to time. The contractor shall take into account all the above said financial liabilities in his quoted rates and nothing extra, whatsoever, shall be payable to him on this account.

28. Legal Requirements/Acts:

The contractor should comply with the following legal requirements/ Acts (wherever applicable)

- (a) The Environment (Protection) Act & Rules 1986 as amended up to 2009.
- (b) The Hazardous Waste (Management & Handling) Rules 1989 as amended up to 2003.
- (c) Manufacture, storage and import of Hazardous Chemicals Rules 1989 as mentioned up to 2000.
- (d) The Noise Pollution Regulations & Control Rules, 2000 as amended up to 2010.
- (e) The Batteries (Management and Handling) Rules, 2001.
- (f) Factories Act – 1948 & Factory Rules as amended up to 2005.
- (g) Motor Vehicle Act 1988 and Motor Vehicle Rules 1989 as amended up to 2007.
- (h) The Petroleum Act 1934 and the Petroleum Rules, 2002.
- (i) The Gas Cylinder Rules 2004.
- (j) The Visakhapatnam Municipal Corporation Act-1979 as amended up to 2006(forming as Greater Visakha).
- (k) Fire Protection Facilities for Port Oil Terminals OISD (Oil industry Safety Directorate) guidelines 1992.
- (l) VPA (Transport, Handling& Storage of dangerous goods) Regulations 1992 as amended up to 1999).
- (m) The Water (Prevention & Control of Pollution) Act 1984 & Rules 1975 as amended up to 1989.
- (n) The Air (Prevention and Control of Pollution Act 1981) and Rules 1982 as amended up to 1988.
- (o) Railway Regulations
 - a. Indian Railway Track Design & Manufacture.
 - b. South Indian Railway Accident manual 1991.
- (p) The Radiation Protection Rules 1971 as mentioned up to 2004.
- (q) Explosives Act- 1884 as amended up to 1993.
- (r) Electricity Act 2003 with the rules.
- (s) Solar Regulations 1974 as amended up to 2010.

CONTRACTOR

DEPUTY CONSERVATOR

- (t) Marpol Regulations 73/78 with the Annexure (I, II, III, V & VI) as amended up to 2010.

QMS/EMS/OHSAS Compliance: The Contractor shall comply with ISO-9001, 14001 and OHSAS – 45001 as per the requirement.

Should this tender be accepted I/We hereby agree to abide by and fulfil all the terms and provisions of the conditions contained in the "General Directions and Conditions of Contract" which have been read by me/read and explained to me so far as applicable or in default thereof to forfeit and pay the Board of Authorities or its successors in office the sums of moneys mentioned in the said conditions.

The sum of ₹. 12,50,695/- (Rupees Twelve lakhs fifty thousand six hundred and ninety five only) is deposited with the Financial Adviser & Chief Accounts Officer , VPA and receipt attached as Earnest Money(s) the full value of which is to be absolutely forfeited on the Board or its, successors of office without prejudice to any other rights or remedies of the said Board or its successors in the office should I/We fail to commence the work specified in the above memorandum or should I/We not deposit the full amount of security deposit specified in the above memorandum in accordance with Clause I (a) of the said Conditions of Contract, otherwise the said sum of Rupees shall be retained by the Board as on account of such security deposit as aforesaid.

Signature of Bidder Before submission of the Tender Dated the Day of:

SIGNATURE OF THE BIDDER

BEFORE

Witness:

Address:

Signature of Witness to

Bidder's Signature:

Occupation:

The above tender is hereby accepted by me on behalf of the Board of Authorities of Visakhapatnam Port Authority.

Dated the

Day of

Signature of the Officer by whom accepted

For & on behalf of the Board of Authorities of
Visakhapatnam Port Authority

Signature of Witness

The above Tender is accepted on behalf of Board of Authorities of Visakhapatnam Port Authority and the common seal of the Board of Authorities of Visakhapatnam Port Authority has been affixed and has signed on behalf of the Board in the presence of:

Signature of Witness:
CONTRACTOR

Seal
DEPUTY CONSERVATOR

Tender for "Supply, Manning, Operation and maintenance of 1 No. new Pilot Launch with Steel Hull on hire basis for a period of ten (10) years.

I/We hereby tender for execution of Board of Authorities of the Visakhapatnam Port Authority of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified therein, and in accordance in all respects with the specifications, designs and instructions in writing referred to in Rule-1 here of an in Clause-II of the Conditions of Contract and with such materials as are provided for by an in all other respects in accordance with such conditions so far as applicable.

MEMORANDUM

GENERAL DESCRIPTION

- A) Name of the work : Supply, Manning, Operation and maintenance of 1 No. new Pilot Launch with Steel Hull on hire basis for a period of ten (10) Years.
- B) Earnest Money Deposit : ₹. 12,50,695/-
- C) Performance / Security Deposit : 10% of the total contract value in cash including earnest money **or** Bank Guarantee from Scheduled/ Nationalized bank in VPA pro-forma.
- D) Contract period : Ten years from the date of induction of the Launch in VPA.

3. INSTRUCTIONS TO TENDERER:

1. Details of present technical staff and list showing qualifications and experience of key personnel proposed for administration and execution of this contract, both on and off site.
2. Report on the financial standing of the tenderer including profit and loss statement, balance sheets duly audited by a Chartered Accountant Firm/annual report of the company for the past three years and an authority from the tenderer to seek references from the tenderers banker
3. Names of partners / directors indicating their holding in the firm / company.
4. Power of Attorney or Letter of Authority from the person holding valid power of attorney issued by the company in favor of the person authorized to sign the tender document etc.
5. Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company / proprietorship firm/partnership firm or any other business structure.
6. Detailed information regarding any current litigation in which the Tenderer is currently involved.
7. Technical specifications in format of Schedule-II of the Launch being offered along

CONTRACTOR

DEPUTY CONSERVATOR

- with its GA plan & other drawings, copies of certificates like Registration Certificates, Certificate of Class, Record of Safety Equipment etc. all valid at the time of offer. VPA may seek any other details/documents, which it may feel as necessary to ascertain and establish the competence in all respects.
8. The Tenderer shall not put any counter conditions. Any counter offer as well as any alterations in the work / scope of works, as specified in the tender, shall disqualify the Tenderer forthwith.
 9. The Tenderer shall quote the hire charge per day in Price Bid in Indian Rupees only. No other currency would be accepted. Any offers received in other currencies will be treated as "Non- Responsive" and will not be considered for further evaluation. Price offered nor complying to the Clause No.14 of General Conditions of Contract and / or price offered in any other format than that of Price Bid will be summarily rejected.
 10. The Tenderers must submit all details, documents etc. as required in the tender and fill in the format given at Techno Commercial Bid for submission of all the documents. In case the Tenderer fails to do so, VPA reserves the right to treat the tender as non-responsive without seeking any further clarification.
 11. The Tenderer shall quote realistic rates in respect of the services to be provided. The rates shall be firm and no other increase or decrease in price will be allowed during the currency of the contract.
12. AUTHORITY IN SIGNING TENDER DOCUMENT:
- a) The tender, if submitted on behalf of principals or a partnership firm should be signed either by all the partners or some of the partners or other persons holding a valid "Power of Attorney" from other partners or all the partners constituting the firm or the Principals as the case may be.
 - b) In the event, the tender is signed by some of the partners or other persons or the agent, the tender should be accompanied by a valid power of attorney duly executed by partners/principals specifying to bind them or the firm as the case may be, in all matters pertaining to the tender.
 - c) In case of a company, the tenders should be signed by a person holding a valid Power of Attorney executed in his favor in accordance with the constitution of the Company. Such person may authorize a person of the company to sign the documents by issuing an authority letter in his favor.
 - d) The Tender submitted by a Joint Venture as partners shall comply with the following:
 - i. Joint Venture partners would be limited to three (3) (including the lead partner) with at least 26% equity holding for each member. One of the partners, who is responsible for performing key function in the contract management or is executing major component of the proposed contract, shall be nominated as being in-charge during the bidding period and in the event of a successful bid, during contract execution . The partner in-charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture, this authorization shall be evidenced by

CONTRACTOR

DEPUTY CONSERVATOR

submitting registered power of attorney signed by legally authorized signatories of the all the partners.

- ii. All partners of the joint venture shall be liable, jointly and severally during the bidding process and for the execution of the contract in accordance with contract terms, and a statement to this effect shall be included in the authorization as above. The bid shall be signed so as to legally bind all partners, jointly and severally. Joint ventures must comply with the following requirements.

The joint venture must satisfy collective the eligibility criteria as described in this section.

For this purpose, the following information of each member of the joint venture may be added together to meet the collective eligibility criteria.

- i. Average Annual Turnover
- ii. Particular Field / Work experience
- iii. Capacity of key personnel
- iv. Ability to own / lease relevant equipment
- v. Financial capacity

Each joint venture partner including the lead partner shall meet not less than 26% of the following criteria:

- i. Average Annual Turnover
- ii. Particular Field / Work Experience
- iii. Financial capacity

All the partners together shall satisfy 100% of the criteria.

- iii. . A copy of the joint venture agreement (JVA) shall include among other things, if entered into by the partners shall be submitted with the bid. Alternatively, a letter of intent to execute JVA in the event of successful bid shall be signed by all partners and submitted with the Bid. In any case, it is mandatory that a joint venture agreement is entered into before award of the work.

Pursuant to the forgoing, the JVA shall include among other things, the joint venture's objectives, the proposed management structure, the contribution of each partner to joint venture operation, the commitment of the partners to joint and several liability for due performance, recourse / sanctions within the joint venture in the event of default or withdrawal of any partner and arrangements for providing the required indemnities.

- iv. Consortium: Bidders can exercise an option in participating by forming joint venture / consortium with Indian. Overseas firm but not more than 3 firms who shall be accepting obligation under contract by joint and severally (joint venture. / Consortium conditions stipulated above)

- v. Indian subsidiary: If any overseas company is having fully owned subsidiary company in India. Indian subsidiary companies can participate in the bidding. However, the principal (holding 100% shares of subsidiary company) shall guarantee for all commitments of the subsidiary company in this case the experience and financial status

CONTRACTOR

DEPUTY CONSERVATOR

of the principal company will be considered. A copy of notarized legal agreement between Indian subsidiary firm and their principal firm to be enclosed.

13. JOINT VENTURES / CONSORTIUM AND OTHER FORMS OF ASSOCIATION:

In case the tender is submitted in Joint Venture / Consortium, the Tenderer shall submit the following confirmation along with their offer submitted for this tender.

- a) All Joint Venture agreements / Consortium agreements, technical collaboration agreement shall ensure that all parties of the joint venture/consortium are individually and jointly responsible for the tender conditions and such agreements are legally valid.
- b) Port Authority will be scrutinizing the following criteria for joint ventures/consortium agreement submitted under this tender.
 - i. Joint Venture Consortium should be in the nature of legally acceptable agreements.
 - ii. Such agreements should be notarized.
 - iii. Such Joint Venture / Consortium agreement should contain explicitly the scope and responsibilities of all the partners in the Joint Venture Consortium in terms of financial and technical commitments contribution. The JV / Consortium should be severally and jointly responsible.
 - iv. If the Joint Venture Consortium is formed in India, the agreement shall be entered into by the parties on a stamp paper.
 - v. The validity of the Joint Venture Consortium agreement entered upon on the award of Letter of Acceptance (LOA) by the port should continue for entire period of contract as specified in the tender.
 - vi. All such agreement shall be irrevocable for the above periods.
14. At any time prior to the last date of submission of Tender, VPA may for any reason whatsoever change or modify the tender documents by addendum(s) / Corrigendum(s). The amendment to the documents so carried out will form part of the Tender and shall be binding upon the Tenderers. VPA may at their discretion extend the last date for submission of tender to enable the tenderers reasonable time to submit their tender after taking into account such addendum corrigendum.
15. The Tenderer may modify or withdraw his tender after submission provided the notice of modification or withdrawals is received in writing by VPA prior to the last date or such extended date, if any, for submission of tender. No tenderer will be permitted to withdraw his tender after the last date for submission of the tender or such extended date as the case may be and before the expiration of the period of validity of the tender or such extended dates as the case may be. In the event of the tenderer modifying/withdrawing his tender after the last date of submission or such extended date as the case may be and before the expiration of period of validity of such extended date as the case may be, the tender shall be cancelled and the amount paid as tender security i.e., EMD shall be forfeited. The decision of VPA in this regard shall be final.
16. All costs, charges and expenses including stamp duty (Non-judicial stamped paper) in connection with the tender submission shall be borne by the tenderer.

CONTRACTOR

DEPUTY CONSERVATOR

In addition all costs, charges and expenses including stamp duty in connection with the contract as well as preparation and completion of agreement by the tenderers attorneys shall be borne and payable by the Tenderer. No claim in this regard would be entertained by VPA.

17. VPA will hold a pre-bid meeting on **23.09.2025** at 15:00 hours in order to clarify and discuss with respect to the tender terms and conditions or any other related issues. The meeting will be held at Conference Hall, Office of the Deputy Conservator, Port Area, Visakhapatnam Port Authority, Visakhapatnam – 530 035. Bidders are advised to forward their queries to the Dy. Conservator / VPA on or before the scheduled date of the pre-bid meeting. The queries received from all the prospective Bidders would be consolidated and VPA's clarification to the same would be uploaded on the website. The clarifications so issued would form part of the Tender and remain binding on all the Bidders which shall be accepted and submitted by all the Bidders along with their offer.

4. **GENERAL INFORMATION:**

1. SCOPE OF WORK:

The contract involves Supply, Manning, Operation and Maintenance of 1 No. Pilot Launch with steel hull for round the clock operations as per the brief specifications given below:

BRIEF SPECIFICATION OF THE PILOT LAUNCH:

1. The vessel should be capable of carrying out pilotage operations under all weather conditions in Visakhapatnam Port waters which extends up to about 6 Nautical miles from the break waters.
2. The brief specifications given is only intended to cover the principal requirements and it not to be taken as complete in details. Any fitting or accessories which may not be specifically mentioned in the specification but which are usual or necessary are to be provided by the contractor without extra charge. The Launch should be complete in all respect as per VPA's requirements and to be commissioned to the entire satisfaction of the Deputy Conservator or his authorized officers. General arrangement plan and all other relevant technical details of the Launch must be submitted along with the Technical Bid.
3. OA: Length Overall: 18 Meters to 22 Meters
4. Breadth: 4.5 to 6 Meters
5. Draft: 1.5 Meters (Approx.)
6. Speed: Operational speed 12 knots, Propulsion Engine power is not less than 450 BHP (for each engine)
7. Registration: The Pilot Launch offered shall be registered / licensed under any Statutory Act / Rules of Central / State including I.V. Act and shall enclose a valid registration / license for the Launch.
8. Class: Maintained under class of any IACS Member.
9. Hull should be of steel construction.
10. Wheel house should have proper arc of visibility horizontally as well as vertically to that the Pilot Launch Master has view of the Pilot throughout embarkation / disembarkation by the pilot ladder.

CONTRACTOR

DEPUTY CONSERVATOR

11. Adequate fendering to be provided to withstand hard impact on Ship side and to prevent heeling of the Pilot Launch and to meet the standard shipping requirements.
12. The Launch should be of such construction that she should be stable in all-weather condition.
13. To be provided with VHF with international channels and port working channels in (156.900.156.900 Z, 157.000 157.000 MHZ & 157.050 MHZ.)
14. To be provided with AIS – Class-A.
15. To be provided with Magnetic Compass.
16. Wheel House to be fully Air-conditioned.
17. Chairs in the Wheel House to be cushioned bucket seats with proper height for the Pilots to have clear view of the horizon while seated.
18. Wheel House to accommodate 6 Personnel and Launch Master.
19. The Launch shall be ready for operations for 24 hours a day 7 days a week.
20. The launch to be highly maneuverable with Twin Screw, while going alongside vessel at 5 Knots.
21. Deck to be Anti-skid.
22. All round search light to be provided.
23. The exhaust should be preferably at the stern away from A.C. intake port hole of the cabin.
24. Sufficient suitable wipers to be provided and operable while shipping heavy seas.
25. The deck should be such that no water accumulates even with heavy shipping of seas.
26. There should not be any projections beyond ship side other than fenders.
27. Minimum two deck hands apart from the master and Engine Driver / Engineer to man the launch. The deck hands to ensure safe boarding and disembarking of Pilot.
28. Clear walkway space for the Pilot to go from the Wheel house to the boarding point with adequate hand rails on Port and Stbd side to be provided.
29. Crew to wear PPE.
30. The Pilot Launch should be capable of being used as rescue boat whenever necessary.
31. The Contractor will be responsible for keeping the Launch in sea-worthy conditions at all times for round the clock use. For the above all the operational costs including stores, spares, lubricants, wages of staff, provident fund, victual-ling, dry docking and repairs, survey etc., will be to the account of the contractor. Visakhapatnam Port Authority will provide berthing facilities, fresh water, shore power and fuel as per actuals.
32. The mobilization and the de-mobilization of the Launch are on the account of the Contractor. During the Dry Docking period of the Launch, substitute of similar or higher version of the Launch will have to be provided by the Contractor as a temporary replacement subject to fulfilment of relevant terms and conditions of Tender. Dry Docking period limited to 15 days. On the arrival of the Launch at Visakhapatnam, the fuel on Board will be jointly surveyed. At the time of delivery of Launch, VPA shall pay for the fuel oil remaining on Board and at the time of the termination of Contractor, the costs of the fuel on board will be adjusted from the Contractors bill. The fuel price to be appreciated at such cost in prevailing the day of Bunker Survey during delivery and re-delivery.
During the dry docking period of launch charter hire will be suspended beyond permissible downtime if available. However, penalty will be imposed beyond 12 days, if replacement launch could not be provided.

CONTRACTOR

DEPUTY CONSERVATOR

33. Contractors to provide: Except as otherwise stated in this tender or as may be agreed from time to time, Contractors shall provide and/or pay for all requirements, cost or expenses relating to the Launch, their Master and crew which, without prejudice to the generality shall include but not limiting to:
- a) Dry Docking, repairs and all expenses associated therewith.
 - b) Provisions, wages (as per minimum wages act) etc., shipping and discharging fees and all other expenses of the Master, Officers and Crew including their insurance.
 - c) Deck, Cabin and Engine room stores.
 - d) All necessary lubricants.
 - e) Contractor shall take suitable comprehensive insurance at his cost for the Launch including hull, machinery and its crew for performing various operations at Visakhapatnam Port Authority. The Contractor shall also take insurance against damages to VPA property, crafts and personnel on duty and submit proof of payment of insurance premium to the VPA within 15 days from the date of award of contract or before deployment and shall keep the same renewed from time to time as necessary for the duration of the contract and produce the same to the Employer on demand or whenever necessary.
 - f) All taxes duties and levies including but not limited to the taxes, duties and levies imposed on the income of the Contractor, its employees or any levies etc., on any purchase made by the Contractor, and/or any penalties imposed by any authorities from time to time.
34. The Contractor shall carryout the works strictly in accordance with the contract to the satisfaction of the Dy. Conservator and shall comply with and adhere strictly to his instructions and direction on any matter (whether mentioned in the Contract or not) in relation with the contract.
35. On the date of commencement of the service, the Launch shall have completed all the necessary surveys and be in possession of all valid certificates. The Contractor must keep all the certificates of the Launch valid and updated during the entire contract period.
36. Joint survey will be carried out at Visakhapatnam Port Authority by representative of Dy.Conservator and Contractor representative to assess the quantity of fuel on board during every on hire and off hire of the Launch unless terminated.
37. VPA will not be responsible for any damage suffered by the Launch due to failure of machinery or errors of the Master and crew or any reasons whatsoever.
38. The Master of the Launch and all workmen shall comply with all lawful instructions from the Dy. Conservator or the Officer duly authorized by him.
39. The security of the Launch and the crew will be the responsibility of the Contractor.
40. The Contractor shall arrange accommodation for his staff whenever required through its agents at contractor's cost. Contractor's agents shall arrange their own accommodation at their own cost.
41. The Contractor shall be liable for pollution damage and the cost of clean-up which has occurred due to Contractor's and/or the Contractor's personnel by willful, wanton, intentional, acts or omissions or gross negligence which cause or allow

CONTRACTOR

DEPUTY CONSERVATOR

the discharge, spills or leaks of any pollutants from the Launch.

42. Age: New Launch
43. Endurance: Fuel tank capacity minimum for 24 hours for full speed.
44. Pre-acceptance trial: The following tests / trials are to be carried out prior to acceptance of the Launch. The Contractor at his own cost shall arrange for IRS / IACS Surveyor for inspection and trial including speed trials of the Launch in the port waters of VPA in the presence of Deputy Conservator or his authorized representatives prior to acceptance. In case the Launch does not comply with the required specifications, then the Launch shall not be accepted. Expenditure incurred in connection with the trials / tests shall be to the Contractor's account. During the Pre-acceptance trials or during the contract period, if the Launch found to be unsuitable for operation at VPA, the contract is liable to be terminated without any compensation to the Contractor. The decision of VPA in this regard will be final and binding to the Contractor.
45. The Launch shall be available for operation round the clock (24 hours a day) and through the contract period.
46. The Launch shall comply with SOLAS requirement.

5. GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS & INTERPRETATIONS:

Following words shall have the meaning hereby assigned to them except where contract otherwise requires.

1. Board: Board means the Board Members, a body corporate under the Major Port Authority Act 2021 as amended from time to time or any other officer duly authorized by them to execute the contract.
2. Contractor: Contractor means a person or company whose tender has been accepted by the Board and includes the contractor personnel, representative successor and permitted assignees.
3. Chairperson: Chairperson shall mean the Chairman of Visakhapatnam Port Authority.
4. DC: DC means Deputy Conservator of VPA.
5. Works: Works mean works to be executed in accordance with the contract.
6. Contract: - Contract means formal agreement if any executed between the board and contract together with documents referred to therein including the conditions and special conditions price schedule bill of quantities and schedule of rates etc. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.
7. Contract Price: The contract price means sum named in the tender subject to such addition thereof on deduction from there as may be made under the provisions therein after contained.
8. Approved: Approved means approved in writing including subsequent written confirmation of previous verbal approvals and „approval“ means approved in writing including as aforesaid.
9. A Day: A day means a day of 24 hours from 06.00 hrs to 06.00 hrs the following day.
10. A month: A month means month according to Gregorian calendar.

CONTRACTOR

DEPUTY CONSERVATOR

11. Deputy Conservator's Representative: Deputy Conservators representative means any Officer duly authorized by the Deputy Conservator to supervise the works.
12. Work done Certificate: Work done certificate means certificate issued by the D C or his representative where the work has been completed to his satisfaction in accordance with the contract.
13. Sub-Contractor: Sub-Contractor means any person or firm or company to whom any part of work has been Authorized by the Contractor with the written consent of the D.C.
14. Deficit Period: Deficit period shall mean the following:
 - (a) The period of which the Launch is not available for Port operation.
 - (b) The period by which the Launch do not report within 15 minutes receipt of information.
 - (c) The period during which the Launch has been de-commissioned.
15. Equipment: Equipment means all equipment's, appliances and fittings of the Launch those are required to execute the work.
16. Daily Charge: Daily charges mean hire, manning and maintenance & operation charges of the Launch for 24 hours of any day from 06.00 hrs to 06.00 hrs the following day. The daily charges shall be paid for the entire period the Launch is in commission and fit for operation. Daily charges shall, however, not be paid when the Launch fails to report for operation within 15 minutes of receipt of intimation. However, in the event of the Launch being unable to operate due to weather conditions, the daily charges shall be paid subject to certification of Dy. Conservators representatives of Visakhapatnam Port Authority.
17. Operational time: The operational time for running of engines and DG sets will be calculated from the time of stand by engine to finish with engine.
2. BOARD'S RIGHT TO ACCEPT OR REJECT ANY TENDER:
The Board reserves the right to reject or accept any or all offer without assigning any reason, without any liability or any obligation. The Board is also within its rights to negotiate with any Tenderer for the early implementation of the award of contract.
3. DETERMINATION OF RESPONSIVENESS:
The tender will be scrutinized to determine whether the tender is substantially responsive to the requirements of the tender documents without any deviations or reservation. A tender which, in relation to the estimated hire rate, is unrealistic may be rejected to non- responsive. The decision of the D.C in this regard shall be final.
4. PROCESS TO BE CONFIDENTIAL:

After the opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations, concerning the award of contract shall not be disclosed to tenderers or any other persons. Any efforts by the tenderers to influence the process of examination, clarifications, evaluation of tenders and decisions concerning award of contract may result in rejection of the tenderer's bid.

CONTRACTOR

DEPUTY CONSERVATOR

5. NOTIFICATION OF AWARD AND DELIVERY:

- (a) Prior to the expiration of the period of tender validity, the successful tenderer will be notified through letter by post / fax confirming that their offer has been accepted. This letter is to be called letter of Acceptance (LOA). This letter of Acceptance shall indicate the sum to be paid to the Contractor in consideration of the execution of the contract.
- (b) Letter of Acceptance will be issued in the name of the company which has purchase / submitted the tender, and will constitute the conditions of contract.
- (c) The time to count for delivery of Launch and commencement of contract shall be from the date of issue of the letter of Acceptance.
- (d) Upon the receipt of letter of Acceptance of the contract by the successful tenderer, he shall prepare two sets of agreements included in the Tender Document, after taking into account any charges thereafter agreed both the parties, at the earliest without any delay and complete all the formalities and submit the same to the Board duly executed on stamp paper for appropriate value within 30 days from the date of issue of Letter of Acceptance. One set of the agreement will be returned to the Contractor after the signature of the authorized person.
- (e) Any delay caused due to any correspondence / clarification / request etc. received from the tenderer after the date of issue of the Letter of Acceptance will be to the account of the successful tenderer and no extension of time will be granted.

6. NO CORRESPONDENCE FROM UNSUCCESSFUL TENDERER:

No correspondence will be entertained from the unsuccessful tenderers.

7. PERFORMANCE GUARANTEE:

The Contractor shall furnish within 30 days from the date of issue of letter of Acceptance, in irrevocable and unconditional Bank Guarantee as per the format at Schedule-IV, from a scheduled bank having its branch office at Visakhapatnam, for a sum equivalent to 10% of

CONTRACTOR

DEPUTY CONSERVATOR

the total contract value. The same shall be valid for a period of 90 days beyond the date of expiry of the contract. In the event of the Contractor failing to honor any of the commitments entered into under this Agreement, the Board shall upon proper documentary proof and explanation provided in reasonable time to the Contractor as to the amounts which the Board says are due and owing have unconditional option under the guarantee to invoke the said Bank Guarantee and to claim the amount from the bank. The bank shall be obliged to make payment to the Board upon demand.

8. CARE AND DELIGENCE:

The Contractor shall exercise all reasonable care and diligence in the discharge of all technical professional and contractual duties to be performed by them under this contract and shall be fully responsible to the VPA Board for the proper efficient and effective carrying out of their duties.

9. COMPLIANCE WITH STATUTORY REQUIREMENTS:

The Contractor shall at all times during the continuance of the contract comply fully with all existing Acts, Regulations and bye laws including all statutory amendments and re- enactment of State or Central Government and other local authorities and any other enactments and acts that may be passed in future either by the state or the Central government or the local authority, including Indian Workmen's Compensation Act, Contract Labour (Regulation and Abolition) Act, 1970 and equal Remuneration Act, 1976, Factories Act, Minimum Wages Act, provident Fund Regulations, Employees Provident Fund Act, Merchant Shipping Act, and other maritime legislations / rules / Regulations, the Dock Worker's Act, 1948 etc, in as far as they are applicable to this contract. The Contractor shall indemnify and keep the Board indemnified in case any proceedings are taken or commenced by any authority against the Board for any contravention of any of the laws, bye laws or scheme by the Contractor. If as a results of contractor's failure negligence, omission, default or non-observance of any provisions of any laws, the Board is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the Board shall be entitled to deduct the same from any moneys due or that may become due to the Contractor under this contract or any other contract or otherwise recover from the Contractor any sums which the Board is required or called upon to pay or reimburse on behalf of the Contractor.

Notwithstanding the contractual obligation the Board shall be entitled to all protections and defenses under the provisions of the Major Port Authority's Act, 1963 and the Indian Ports Act 1908 including any amendments / changes as may be incorporated.

CONTRACTOR

DEPUTY CONSERVATOR

10. MAINTENANCE AND OPERATION OF LAUNCH:

- (a) The Launch shall during the hire period for all purpose at the disposal and control of the Deputy Conservator. The Contractor shall maintain the Launch in efficient operating condition and in accordance with good commercial maintenance practice.
- (b) The Contractor shall from time to time during the hire period replace such items of equipment as shall be so damaged or worn as to be unfit for use. The Contractor is to carry out all repairs or replacement of any damaged, worn out or lost parts or equipment be affected in such manner (both as regards workmanship and quality of materials) as not to diminish the value and efficiency of the Launch.
- (c) If the Deputy Conservator has reason to be dissatisfied with the conduct or efficiency of the Master, Officer or Crew, the Contractors on receiving particulars of the complaint, promptly investigate the matter and if necessary shall make a change in the appointment.
- (d) The Masters of the Launch will carry out all orders of the Deputy Conservator or his representative and the Master and Engineer to keep full and correct logs in English, accessible at all times.

11. FACILITIES TO BE PROVIDED BY VPA:

- 1. (a) Fuel & Fresh water for operation of Launch will be supplied by Port Authority on port account. Such supply will be made periodically as per the requisition of the Contractor. At least 2 to 3 days notice for supply of HF-HSD and 2 days notice for supply of fresh water to be given. The Launch will be directed to receive the same at the designated berths. For HF-HSD requisition to be given to Marine Engineer (FC) and for fresh water to COT, Marine Department.
- (b) In the event of any difficulty faced by VPA for supply of fuel the Contractor will be requested to supply the same to the Launch and the cost will be reimbursed at actual cost including transport charges on production of supporting documents. The applicable taxes if any will be paid by the port subject of submission of relevant documentary evidence.
- (c) Log Book will have to be maintained by the Master or Chief Engineer of the Launch day to day consumption, R.O.B. soundings of tanks etc. which has to be produced to the D.C or his representative for verification periodically and a daily report to be submitted on the same.
- (d) Berthing facility and shore power to the Launch will be provided by VPA on free of cost basis while the Launch is on hire. For docking repairs only space will be provided by VPA free of cost, party to arrange keel blocks lifting arrangement on his own.

CONTRACTOR

DEPUTY CONSERVATOR

Apart from the above, no other services including lubricants or fluids shall be provided by VPA.

12. ASSIGNMENT AND SUBLETTING:

The Contractor shall not be permitted to sublease the work nor assign the right and interest in these presents nor assume a fresh partner or partners nor dissolve the partnership at present existing between him in reference to this contract without the written permission of the DC and such consent, if any, given shall not relieve the Contractor from any liability or obligations under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor or his servants, agents or workmen as full as if they were the acts, defaults or neglects of the Contractor provided always that the provisions on manning/labour or a piecework basis shall not be deemed to be sub-letting under this clause. In case of any change in the entity of the contractor merger etc. it shall not amount to assignment or subletting. Such merger shall not be effected the performance of this contract by the Contractor.

13. CONTRACTOR'S SUBORDINATE STAFF & THEIR CONDUCT:

- a) The Contractor after award of the work shall furnish names and depute qualified personnel having sufficient experience in carrying out works of similar nature to whom instructions of works will be given. The Contractor shall also provide to the satisfaction of the Deputy Conservator sufficient and qualified staff to superintend the execution of the work, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the contract in such manner as will ensure work of the best quality, expeditious working. The Contractor shall provide competent and efficient supervision, over the work Authorized to them to the entire satisfaction of the Dy. Conservator.
- b) If and whenever the Contractor's agents/assistant, foreman or other employees shall in the opinion of the DC be guilty of any misconduct or be incompetent or be insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Deputy Conservator. It is undesirable for administrative or any other reason for such persons to be employed in the work, the Contractor, if so directed by the Deputy Conservator shall at once remove such person and persons so removed from the work shall not again be employed in connection with the work without the written permission of the Deputy Conservator.
- c) Any person so removed from the work shall be replaced within a period not more than 10 days at the expense of the Contractor by a qualified & competent substitute. Should the contractor be requested to repatriate any person removed from work shall do so and shall bear all costs in connection therewith.
- d) The Contractor shall be responsible for the proper behavior of all the staff, foreman, workmen and others and shall exercise a proper degree of control over them and in particular and without prejudice to the said generally, the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the

CONTRACTOR

DEPUTY CONSERVATOR

proprietors or occupiers of land and properties in the event of such employee trespassing, the Contractor shall be responsible therefore and relieve the Owner of all consequential claims for damage or injury or any other grounds whatsoever. The decision of the VPA Board upon any matter arising under this Article shall be final. The Contractor shall be liable for any such liability which may have implication of law be deemed to be the liability of the Owner on account of deployment of Contractor's staff etc. or incidental or arising out of the execution of the Contractor.

14. RATES AND TAXES:

The Bidder should quote hire charges exclusive of GST component. Applicable GST should be quoted separately.

Payment will be made against „TAX INVOICE“ as prescribed under GST Act / Rules. The Contractor is required to remit GST as per the „Tax Invoice“ and file the details in GSTRI on or before 10th of the subsequent months to enable VPA to claim input tax credit otherwise the said tax invoice will be kept pending for payment.

TDS if applicable as per the provisions of Section 51 of CGST Act, 2017, will be recovered from the date notified by VPA at the applicable rates.

The Contractor shall have to pass on the benefit in the form of reduction in prices in case there is any reduction in rate of tax in any supply of goods or services or the benefit of input tax credit.

The Contractor shall have to provide HSN code / SAC code and the responsibility of applying the correct rate of Tax in GST regime shall be on the Contractor. The Contractor is not entitled for any other taxes / cesses which are subsumed in GST, except for applicable GST mentioned in the Tax invoice.

The Contractor is to submit Tax Invoice (for Taxable supplies) as per the governing provisions of GST law and all the particulars which are mandatorily required to be mentioned in Tax Invoice etc. Shall have to be necessarily mentioned in such Tax invoice. The amount of GST claimed in the Tax Invoice shall be final and any future claim by the Contractor shall not be entertained by VPA under any circumstances.

In case of further change in the tax structure till the date of completion of work or in case any error is noticed in the calculation of amount payable / recoverable the same shall be paid by VPA or else recovered from the bills or security deposits or any other amounts payable to the Contractor.

In case the value charged / tax charged in the tax invoice is found to be less than the taxable value or tax payable in respect of such supply, the same shall not be entertained by VPA unless the Contractor who has supplied such goods or services or both, shall issue to the VPA a debit note / supplementary invoice containing such particulars as may be prescribed.

CONTRACTOR

DEPUTY CONSERVATOR

15. PERIOD OF CONTRACT AND PAYMENT:

The contract shall remain valid for a period of ten years from the date of commencement of service, on agreed rates, terms and conditions and also 90 days notice will be given before the contract expires.

Payment shall be made at the end of each calendar month, after submission of daily check and engine logbook of the Launch. For this purpose the Contractor shall maintain daily deck and engine log books, the format of which should be submitted for approval prior to commencement of the contract. The bill shall be submitted in triplicate. Payment shall be made within 30 days from the date of submission of bill clear in all respects. However, if payment of bill is delayed after 30 days for any reason, the contractor shall not be entitled for claiming any interest. Payment shall be made in Indian Rupees only. VPA endeavors to release the undisputed portion of the payment within the scheduled time in case any dispute.

Tenderers are requested to furnish their Bank Account details viz. Account No., Name of the Bank, Branch, IFSC Code etc.

16. INCOME TAX DEDUCTION:

Deduction of Income Tax shall be made from any amount payable to the Contractor as per the relevant provisions of the Income Tax Act.

17. INSURANCE:

- a) The Contractor shall take suitable comprehensive insurance at his cost for the Launch including hull, machinery and its crew for performing various operations at VPA. The Contractor shall also take insurance against damages to VPA property, crafts and personnel on duty and submit proof of payment of insurance premium to the VPA within 15 days from the date of award of contract or before deployment and shall keep the same renewed from time to time as necessary for the duration of the contract and produce the same to the Employer on demand or whenever necessary.

18. TIME:

- a) The Contractor shall be allowed downtime @ 24 hrs. (1 day) per month of contract during the period of contract for upkeep of the Launch. The full one-year down time will be credited in the beginning of each contractual year. However, the Contractor must take prior permission in writing of the Deputy Conservator before laying up Launch to carry out maintenance work or repairs or surveys etc. by availing permissible down time. During the permissible down time, hire rates will be fully paid. No Down time balance at the end of the year will be carried forward and will lapse. The contractor can utilize downtime on pro-rata basis i.e. use of down time on hourly basis.
- b) In case Contractor wants to lay up Launch for dry-docking, a suitable Launch (of same specification and caliber) to be provided as substitute.
- c) During the period when the Launch is out of commission with permission from DC for maintenance and repairs at Contractor's request, which is beyond the permissible down time as indicated, the Contractor shall not be paid hire charges.
- d) Normally the Launch shall be required to be ready for operation at 15 minutes

CONTRACTOR

DEPUTY CONSERVATOR

notice at the beginning of the shift and at 5 minutes notice during the shift. Should the Contractor fails to make the Launch ready for operation, the entire period for which Launch was idle after last operation till her coming back to operation shall be treated as down time of the Launch.

- e) For not reporting to duty, either the Launch shall be declared out of commission for the day or for the period of default shall be treated as down time, will be the sole discretion of the DC, Visakhapatnam Port Authority.
- f) If the Launch is declared as out of commission due to fault of Contractor for a period or for a day or part thereof by DC then no charges will be paid for the period or day.
- g) In the event of any deficiencies on the part of crew, availability of the stores, break down of machinery or for damage of hull and other accidents to the Launch due to the fault / negligence of the Contractor, no charges shall be payable except when,
 - i) Conditions prevailing in force majeure clause, while on hire with VPA.
 - ii) Deviation from specified duties and exposure to abnormal risk as per the instruction of the Deputy Conservator, the decision of D.C. is final in this regard.

19. PENALTY:

If the Launch is inoperative and /or unavailable and Deputy Conservator is denied use, penalty will be levied from the time and date of such in-operation / unavailability after allowing any down time to the credit of the Contractor up to 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 ... 15% of hire charges per day or

Such non-availability / In-operation ... part thereof on pro-rata basis. Up to 15 days

In case the offered Launch is not available for operation for more than 15 days, which includes the day the Launch becomes non-operational and includes the down time period, then a suitable replacement shall be provided from 16th day by the Contractor at no extra charge. The Contractor can offer the replacement Launch even before 15 days. However, the fuel consumption of the replacement Launch shall be restricted to the declared fuel consumption of the original Launch and cost of any excess fuel consumption of the replacement Launch over the declared fuel consumption of the original Launch shall be recovered from the Contractor's monthly bills. Under any circumstances, if the substitute / originally offered Launch is not made available on the 16th 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 the 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.

CONTRACTOR

DEPUTY CONSERVATOR

In case of non-deployment of a Launch on the 16th 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.

The Contractor may substitute the deployed Launch by a sister /similar / better during the contract period provided specifications criterion as specified in the Tender is met and 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 Pilot Launch as determined in the acceptance trials or during the contract period falls below 12 knots as specified in the tender, VPA shall have 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.

20. BOARD LIEN:

The Board shall have a lien on and / over all or any moneys that may become due and payable to the contractor under this contract or any other contract or from any amount lien with them or under their control and in respect of any debt or sum that may become due and payable by the Board to the Contractor either alone or jointly with another or other and either under this contract or under any other contracts or transaction of any nature whatsoever between the Board and the contractor. If any lien or claim remained unsettled after all payments are made, the Contractor shall refund or pay the Owner all moneys that the latter may compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

21. CONTRACTOR TO INDEMNIFY BOARD:

- a. Contract shall indemnify Board and every member, worker and employee of the Board against all actions, proceedings, claims, demands costs and expenses whatsoever arising out of or in connection with the matters referred and elsewhere and all actions, proceedings, claims, demands costs and expenses which may be made against Board for or in respect of or arising out of any failure by Contractor in the performance of the obligations under the Contract shall not be liable for or in respect of any damages or compensation payable by law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of Contractor of his Sub-Contractor and Contractor shall indemnify and keep indemnified Board against all damages and compensations and against all claims, damages, proceedings costs, charges and expenses whatsoever in respect so thereof or in relation thereto.

CONTRACTOR

DEPUTY CONSERVATOR

- b. Notwithstanding that all reasonable and proper precautions may have been taken by the Contractor at all times during the period of the agreement, the Contractor shall nevertheless be wholly responsible for all damages caused by the Launch (Supplied by the Contractor under this agreement to the VPA), to the property of VPA during the period of the agreement.

22. EMPLOYEES OF BOARD NOT INDIVIDUALLY LIABLE:

No official or employee of the Board shall in any way be personal bound or liable for acts or obligation under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

23. FORCE MAJEURE:

- (i) In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed under this 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 such cause lasts. No payments may be made for force majeure period.
- (ii) The term force Majeure shall mean acts of God, War, Riot, sabotage and acts and regulations of Government of India, State Government or any local Government/Authority.
- (iii) Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately not later than 24 hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Failure to do so may liable the party being denied of the shelter of the clause.
- (iv) The decision of the D.C., VPA shall be final with regard to the performance of the Launch
- (v) Notwithstanding anything contained therein above the total contract period of ten years year will in no way be enhanced by way of operation of the clause.

24. TERMINATION OF CONTRACT:

- a. During the contract period if the performance of the Launch in the manner in which it is operated is found to be unsatisfactory or if the Launch remains unavailable for a period of more than 15 days in any continuous spell or if any major equipment of the Launch remains inoperative continuously for a period beyond 15 days and thereby rendering the Launch inoperative for the purpose of deployment then the Employer shall have the full liberty to terminate the contract by giving one month notice in writing to the Contractor.
- b. If the performance of the Launch is found unsatisfactory with regard to safe handling of the vessel, personnel, and port installations in view of narrow channel and limited maneuvering space VPA reserves the right to cancel the contract by giving one month notice.

CONTRACTOR

DEPUTY CONSERVATOR

c. Under any circumstances, if the substitute / originally offered Launch is not made available on the 16th day, then the contract is liable to be terminated by giving one month notice in writing to the Contractor.

d. During the Pre-acceptance trials or during the contract period, if the Launch is found to be unsuitable for operation at VPA, the contract is liable to be terminated without any compensation to the Contractor. The decision of VPA in this regard will be final and bind to the Contractor.

25. SPEED TEST:

The firm should be allowed to bid with the latest speed test certificate and upon award of contract and before deployment, speed test should be conducted and the result should be submitted to port.

The Contractor has to carryout speed test of the Pilot Launch in presence of Classification Society Surveyor and D.C. Officials before deployment of the Pilot Launch and report of Classification Society Surveyor to be submitted to Port. In case, the speed of the Pilot Launch as determined in the acceptance trials or during the contract period falls below 12 knots as specified in the tender, VPA shall have power to deduct an amount equivalent to 2% of daily hire charges for every 1 Knot or part thereof of reduced speed. However, if speed falls below 10 knots, VPA reserves the absolute right to terminate the contract forthwith. During the contract period if D.C. feels the speed of the Pilot Launch is not satisfactory, the contractor has to carry speed test at his own cost. However, the time and fuel consumed for the test will be to the VPA's account. However, in case the Launch fails to achieve the required speed during the speed test conducted subsequently, then hire charges shall not be paid to the Contractor from the date of hire of the Launch till the date of conducting of speed test. Also, the Launch will not be taken on hire by VPA. Also, further action will be taken by VPA as per Tender conditions. On successful completion of speed test, hire charges will be paid to the Contractor from the date of deployment of Launch for operations.

26. DISPUTE AND APPEAL:

- (a) If the Contractor desires to appeal against the decision of DC of any work as not being in accordance with the contract, he shall appeal to the Chairman of Visakhapatnam Port Authority within 15 days after the DC decision and if an appeal is so preferred the decision of the Chairman shall be final and binding.

27. POLLUTION DAMAGE:

Contractor shall be liable for pollution damage and the cost of clean up which has caused by the Launch (supplied by the Contractor under the agreement to the VPA) and / or the Contractor's personnel by willful, wanton, intentional, acts or omissions or gross negligence which cause of allow the discharge, spills or leaks or any pollutants from any source whatsoever.

28. CERTIFICATES:

The Contractor shall comply with all acts, regulations and by laws related to operation of a launch in Indian territorial waters, and shall obtain necessary clearance, as required from Competent Authority for deploying the Launch for in the port, before the Launch is put into service.

CONTRACTOR

DEPUTY CONSERVATOR

29. MANNING:

The Launch shall be manned with proper certificate holders as per requirements of Registration / License of the Pilot launch for such operations.

The contractor should maintain adequate number of Crew in their pay roll so that leave and exigencies can be accommodated by the Contractor.

The crew must have valid certificate of competency as applicable. The contractor will be required to submit the attested copies of such certificate to VPA.

The Contractor shall at his own expenses provide all safety gears for all the employees engaged during the work.

30. MAINTENANCE OF CLASS OF THE PILOT LAUNCH OFFERED:

The Contractor shall maintain the Pilot launch under Classification Society (who is a member of IACS) during the entire contract period. The Contractor shall also maintain the Pilot Launch in a staunch and seaworthy condition and undertake survey, special surveys and other requirements as per Statutory Act of Central / State under which Launch is registered.

31. CONTRACT AGREEMENT:

The successful Tenderer will be required to execute an agreement at his expense on non-judicial stamp paper worth of ₹. 100/- in the VPA format for the due and proper fulfilment of contract within 30 days from the date of issue of letter of Acceptance (LOA). Pending preparation and execution of the contract agreement as above, the tender submitted by the Contractor together with LOA shall constitute a binding contract between the Board and the Contractor.

32. ACCESS TO PORT AREA:

The R.F.I.D. gate entry pass for inspection for the purpose of making the offer or for the execution of work for successful Tenderer - The Tenderer shall contact Marine Engineer (P), Floating Crafts Section, Marine Department. The gate entry pass shall be on chargeable basis as per Port's Scale of Rates.

33. DELIVERY PERIOD:

The Hire agreement is to be signed within 10 days from the date of issue of work order. The Tenderer shall deliver the Launch on March 24th 2027 at 06.00 AM for VPA operations. The delivery period should be clearly stated by the Tenderer and this period should be strictly adhered to.

If the Tenderer fails to deliver the Launch on March 24th 2027 at 06.00 AM, liquidated damages at the rate of ten (10%) percent of the hire charges per day of quoted rate of the L1 Bidder for a period of 3 months will be levied, if the contractor fails to deliver the Launch even after 3 months from the date of 24.03.2027, the contract will be cancelled and S D or EMD will be forfeited and the firm will be banned / black listed.

34. EVALUATION & COMPARISON OF TENDERS:

- I) Only those tenders as have been determined to be substantially responsive to the requirements of the Tender Documents will be evaluated. Other non-responsive tenders will be rejected. For this purpose price bid submitted in any other format and/or strictly not complying to that indicated at Schedule-III will be treated as non- responsive.

CONTRACTOR

DEPUTY CONSERVATOR

- II) "Fuel Consumption: The Tenderer has to declare the total fuel consumption of the Launch in liters per hour @ MCR (For both Main Engines & one Auxiliary Engine together) as per manufacturers" test records. VPA will consider 16 hours for operation of Launch, @25% load factor for Main Engines and 50% load factor for one Auxiliary Engine per day for evaluation purpose only and work out the expenses of fuel by considering the rates of the appropriate fuel at the market rate prevailing on the date of opening of the Price Bid.
- III) The average fuel consumption per hour for the first one year will be calculated for 2 Main Engines and one Auxiliary Engine together. Fuel consumption will be capped per hour as calculated with MCR as mentioned above or the average fuel consumption per hour as calculated for the first year + 10% whichever is less. During the course of deployment, if the fuel consumption is found to be more than the capped fuel consumption thus fixed, 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.
- IV) Determination of the lowest Tenderer will be as per formula given below.

(Hire Charges of the Launch per day X 365 days)+ (Fuel consumption at MCR for 2 Main Engines at 25% load factor and at MCR for one Auxiliary Engine at 50% load factor in liters per hour X 16 hours X Cost of Fuel in Rupees per Ltr. (Price Bid opening date rate)) X 365 days = Quoted rate of the Bidder.

35. CONFIDENTIALITY:

The Visakhapatnam Port Authority desires that this tender shall be treated strictly as confidential. The Tenderer shall be obliged to observe this desire.

- 36. DG SHIPPING GUIDELINES: The Tender will be governed by the guidelines issued by DG Shipping for hire of vessels vide S.D. Circular – 2/2002 dt.8-11-2002 or latest circular issued in this regard.

6. GENERAL DIRECTIONS:

(The following clauses are to be complied wherever applicable)

- 1. All works proposed for execution by contract will be notified in the form of invitation to Tender pasted in public places and signed by the Deputy Conservator, Visakhapatnam Port Authority.

CONTRACTOR

DEPUTY CONSERVATOR

This form will state the work to be carried out, as well on the date for submitting and opening Tenders and the time allowed for carrying out the work also. The amount of Earnest Money to be deposited with the Tender and the amount of Security Deposit to be deposited by the successful Tenderer and the percentage, if any, to be deducted from Bills. Copies of the specifications, designs and drawings and any other documents equipped in connection with the work signed for the purpose of identification by the Deputy Conservator, Visakhapatnam Port Authority, shall also be open for inspection by the Contractor at the Office of the Deputy Conservator, Visakhapatnam Port Authority during office hours.

2. In the event of the Tender being submitted by a firm, it must be signed separately by each member thereof, or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of Attorney, authorizing him to do so. Such power of Attorney to be produced with the Tender and it must disclose that the firm is duly registered under the Indian Partnership Act.

3. Receipts for payment made on account of a work when executed by a firm must also be signed by the several partners, except where the Contractors are described in their Tender as a firm, in which case the receipts must be signed in the name of the firm by one of the officials, for the firm.

4. Any person who submits a Tender shall fill up the usual Printed Form, stating at what rate he is willing to undertake each item of work. Tenders whom propose any alteration in the work specified in the said form of Invitation to Tender or in the time allowed for carrying out the work, of which contain any other conditions of any sort will be liable for rejection. No single Tender shall include more than the work, but the Contractors who wish to Tender for two or more works, shall submit separate Tenders for each. Tender shall have the name and number of the work to which they refer, written outside the envelope.

5. The Tender Committee constituted for the purpose, will open Tenders in the presence of any intending Contractors, who may be present at the time, and will cater the amounts of the several Tenders in a comparative statement in a suitable form, in the event of a tender being accepted, a receipt for the Earnest Money forwarded therewith, shall thereupon be given to the Contractor, who shall thereupon, for the purpose of identification, sign copies of the specifications and other documents mentioned in Rule-1. In the event of a tender being rejected, the Earnest Money forwarded with such unaccepted tender, shall thereupon be returned to the Contractor making the same.

6. The Board shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest tender.

7. The receipt of an accountant or clerk for any money paid by the Contractor will not be considered as an acknowledgement of a payment to the F.A. & C.A.O. (Port Authority) and the Contractor shall be responsible for seeing that he procures a receipt signed by the F.A.& C.A.O. (Port Authority) of a duly authorized Cashier.

8. The memorandum of work tendered for, and the Schedule of materials to be supplied by the Port Authority, Marine Department, shall be filled in and completed in the office of the Deputy Conservator before the Tender Form is issued. If the Form is issued to an intending tenderer without having been so filled in the completed, he shall request the office to have this done before he completes and delivers his tender.

CONTRACTOR

DEPUTY CONSERVATOR

FORM OF TENDER

To

The Deputy Conservator,
Marine Department, Port Authority
Visakhapatnam Port Authority,
Visakhapatnam – 530 005

1. Having examined the General Information, General Conditions of Contract, General Directions and Conditions of Contract and having satisfied ourselves of the work to be carried out

i.e. „Supply, Manning, Operation and Maintenance of 1 No. new Pilot Launch with Steel Hull on hire basis to Visakhapatnam Port Authority, we offer to take up the job.

2. We further undertake, if our tender is accepted, to deposit within 30 days from the date of receipt of Letter of Acceptance (LOA), Bank Guarantee from any Scheduled / Nationalized for an amount of 10 % of the total contract value of our offer for the due performance of the Contract.

3. We further undertake, if our tender is accepted we shall prepare and execute the agreement in the prescribed form within 30 days of receipt of the Letter of Acceptance (LOA). 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.

4. We undertake to abide by our tender for a period of 120 days from date of submission of Tender or such extension of time as may be accepted by us and same shall be binding on us and you are entitled to accept the same at any time before the expiration of the said period.

5. We have deposited / attached EMD for Rupees _____ Lakhs in the shape of Demand Draft favoring the F.A.&C.A.O., VPA. The Demand Draft No. _____ drawn in _____ Bank on date _____. or Bank Guarantee No. _____ Dated _____ issued by _____ Bank.

6. We further agree that in the event our withdrawing of the tender before the final decision or in the event of our failing to deposit the security deposit in the event our tender is accepted or failing to execute an agreement within prescribed time from the date of receipt of the order to commence the work, the deposit of EMD indicated above shall stand forfeited to the Port Authority.

7. We understand that you are not bound to accept the lowest or any tender you may have received.

Dated,

Signature: _____

In the capacity of _____ duly authorized to sign the tender for and on behalf of
(Name and Address of the Company / Firm) _____

Witness 1 Signature : _____
 Address: _____

Witness 2. Signature : _____
 Address: _____

CONTRACTOR

DEPUTY CONSERVATOR

SCHEDULE – IHIRE AGREEMENT

This agreement is entered into at Visakhapatnam Port, on this _____ day of _____ 202____ the between the Board of Authorities of the Visakhapatnam Port Authority (hereinafter called the „Board“, which expression, where the context so admits, includes its successors in office and assigns) of the one Part, and _____ (hereinafter called the „Contractor“, which expression, shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators and assigns) of the Other Part.

It is mutually agreed by the between the parties herein that the Contractor shall agree to provide and 1 No. Pilot Launch and the Board shall hire the said Pilot Launch subject to the following conditions, namely: The Board shall hire the said Pilot Launch for a period of ten years commencing from the

_____ day of _____ 202____ and expiring on the _____ day of 202____.

a) On the date of the commencement of the hire and said Pilot Launch shall be tight, staunch, strong and in every way fit for the purpose of the hire and shall be manned with full complement of qualified and experienced Masters, Officers and Crew to be employed in the services of pilotage operations under all weather conditions at Visakhapatnam Port waters and rescue operation as necessary (hereinafter called „the said service“). In the event the Pilot Launch is required to be deployed outside the Port limit, the Contractor will be paid for the additional manning as required by DG guidelines mutually agreed by the Port and the Contractor.

b) The contractor shall during the hire provide and pay the wages and allowances of the Masters, Officers and Crew and shall provide and pay for the victual ling, paints, repairs and survey costs for maintaining the said Pilot Launch and her Classification Certificates.

c) The Contractor shall insure the said Pilot Launch for all risk in which the Board shall not be liable against third party claims. A copy of the risk insurance policy shall be deposited with the D.C, Visakhapatnam Port Authority on commencement of the hire. Additional insurance cover if required for salvage operation and any other operation otherwise not covered by the Contractor for the Pilot Launch for her operation as specified in the Tender, the Port Authority shall bear the additional insurance cost.

Provided that whilst engaged on duties as instructed by the Deputy Conservator, Visakhapatnam Port Authority, the said Pilot Launch shall enjoy the protection and indemnities available to the vessels owned by the Visakhapatnam Port Authority provided under bye-laws of Visakhapatnam Port Authority, subject to the damage occurred is not due to the willful negligence on part of the Masters, Officers and Crew of the Pilot Launch.

d) The contractor shall maintain the said Pilot Launch in a thoroughly efficient state of hull equipment and machinery for and during the service (including appearance).

e) The Board shall provide and pay for fuel, fresh water, port charges, pilotage, dock, labor dues (incurred after delivery and before redelivery). Fuel and fresh water

CONTRACTOR

DEPUTY CONSERVATOR

remaining on board on the day of commencement of hire will be paid for by the Board at rates prevailing in Visakhapatnam. Fuel and fresh water remaining on board on termination of contract will be paid for by the contractor at rates prevailing in Visakhapatnam.

f) The masters of the said Pilot Launch shall performance the work with the utmost dispatch and shall render all customary assistance with the crew and shall cause to be kept a full and correct log of the said which shall be open to the inspection of the Deputy Conservator or his representative. He shall also submit returns as determined by the D.C from time to time. Any misappropriation of fuel supplied by the Board will be viewed seriously and contract cancelled at contractor's cost.

g) The Masters shall be under the orders and directions of the Deputy Conservator or his representative as regards operation of the said services.

h) If the Deputy Conservator or his representative complains to the Contractor that they are dissatisfied with the Masters or to the Masters that they are dissatisfied with any member of the Officers or the Crew, the Contractor or the Masters shall investigate such complaint and if necessary will remove the person complained of and appoint another in his place within ten days of lodging the complaint.

i) The Board shall pay the hire of the said Pilot Launch monthly at the following rate: Indian _____ ₹.
 _____(Rupees _____

_____ Only) per day or part thereof within 30 days of succeeding month of i.e., on submission of certificate of satisfactory service from the DC. Day to be considered from 06.00 hours to 06.00 hours the following day.

j) The Contractor has to carryout speed trial of the Pilot Launch in presence of Classification Society Surveyor, & D.C. Officials before deployment of the Pilot Launch and report of Classification Society Surveyor to be submitted to the Port. In case speed of the Pilot Launch falls below the required 12 knots, VPA reserves the right to impose the penalty, per day on pro- rate basis, equivalent to 2 % of the per day charter rate for every 1 knot or part thereof of reduced speed. However, if, the speed of the Pilot Launch falls below 10 knots, VPA reserves the absolute right to terminate the contract forthwith. During the contract period if D.C. feels the speed of the Pilot Launch is not satisfactory, the Contractor has to carry out speed test at his own cost. However the time and fuel consumed for the test will be to the VPA's account.

k) The contractor shall pay for the stamp duty for execution of this contract.

l) The Board shall have the option of continuing this contract for further period by giving 90 days advance notice.

m) The Board has the right to terminate the contract / agreement at any time within the hire period for reason of a breach of any conditions of contract. One month notice will be given to terminate the contract and alternative arrangement will be made at the risk and responsibility of the prospective Bidder.

n) The Board hereby covenants that the said Pilot Launch shall be used at Visakhapatnam Port or any other places outside the Port Limits as determined by the DC. In the case of emergencies inside or outside the Port limits, the Pilot Launch shall be required to assist such operations. Port clearance will be arranged by the Deputy Conservator when required and the contractor will accept posting of the Boards crew on

CONTRACTOR

DEPUTY CONSERVATOR

board the Pilot Launch if required to comply with the regulations. The charges for deployment of additional manpower required for such operation will be paid to the Contractor on mutually agreed terms.

- o) The Deputy Conservator shall furnish the Masters with all necessary instructions, directions and charts, if any.
- p) In the event of, Pilot Launch is out of operation for any reason whatsoever for a period longer than fifteen (15) days, then the contractor shall provide the Board with substitute Pilot Launch just as suitable for the said period. The absence of the said Pilot Launch from duty for any period will result in losses of hire on pro rata basis.
- q) The contract shall commence and terminate at Visakhapatnam Port.
- r) All salvage rendered to other vessels shall be for the Board's and Contractor's equal benefit after deducting all lawful expenses including additional insurance, if any, hire paid under the agreement for time lost in the salvage and other repairs or damage and fuel consumed. No salvage shall be undertaken without the explicit order of the Deputy Conservator.
- s) The said Pilot Launch shall be made available to the use of the Deputy Conservator at all times of the day and night.
- t) If the Pilot Launch is lost, the Board shall only pay for the hire up to and including the date of the loss.
- u) At the time of on hire and off-hire, a joint survey on liquids will be conducted and survey cost, if any, to be paid by the contractor.
- v) The Board and the Contractor hereby mutually exempt each other from all liability arising from the act of God, civil war, civil commotion, riots and all other damages and accidents of the seas and navigations.
- w) Any dispute arising out of this agreement shall be resolved as per the "Dispute & Appeal" detailed in Clause No.26 of the General Conditions of the Contract of this Tender document.
- x) This agreement shall be binding upon the successors in title of the Board and the Contractor hereto.
- y) The Taxes and Duties payable at actuals upon submission of documentary proof. The firm should quote hire charges exclusive of taxes and the present taxes should be quoted separately.

The Common Seal of the Board of Authorities of
the Of the Port of Visakhapatnam has hereunto
Affixed and The DEPUTY CONSERVATOR
VPA signed in the presence of

DEPUTY CONSERVATOR
VISAKHAPATNAM PORT AUTHORITY

Singed by for and on behalf of the
Contractor M/s.
CONTRACTOR

DEPUTY CONSERVATOR

in the presence of

Name

Signature

CONTRACTOR

DEPUTY CONSERVATOR

SCHEDULE – IITECHNICAL SPECIFICATION OF PILOT LAUNCH:

Sl. No.	Particulars	Bidders response
1.	NAME OF THE LAUNCH	
2.	OFFICAL NUMBER	
3.	CALL SIGN	
4.	GROSS TONNAGE	
5.	NET TONNAGE	
6.	DATE OF BUILT OF THE LAUNCH	
7.	FLAG / NATIONALITY	
8.	PORT OF REGISTRY	
9.	REGISTERING AUTHORITY	
10.	HULL MATERIAL	
11.	LOA	
12.	BEAM	
13.	DEPTH	
14.	DRAFT	
15.	SPEED (In Knots) not less than 12 Knots)	
16.	ENDURANCE (FULL POWER)	
17.	MAIN ENGINES (No, Make, BHP each)	
18.	GENERATOR ENGINES ((No, Make, BHP each)	
19.	FUEL TANK CAPACITY	
20.	FUEL COSNUMPTION / HOUR AT A SPEED OF 12 KNOTS	
21.	FRESH WATER CAPACITY / CONSUMPTION PER DAY	
22.	COMMUNICATION EQUIPMENT(SPECIFY EACH EQUIPMENT)	
23.	NAVIGATIONAL EQUIPMENT (SPECIFY EACH EQUIPMENT)	
24.	PROPULSTION (TYPE)	

:

CONTRACTOR

DEPUTY CONSERVATOR

SCHEDULE-IV

FORM OF BANK GUARANTEE FOR SECURITY DEPOSIT / PERFORMANCE GUARANTEE BOND)

(To be issued by Nationalized Banks)

In consideration of the Board of Authority of Visakhapatnam Port Authority (hereinafter called "the Board") have agreed to exempt _____ (hereinafter called the „the said contractor/s“ from the demand under the terms and conditions of an agreement with respect to work order No. ____ to be entered between _____

and the Board of Authority of Visakhapatnam Port Authority for hire of 1 No. Pilot Launch for ten years (hereinafter called „the said agreement“) of Security Deposit / Performance Guarantee for the due fulfilment by the said contractor/s of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for _____

₹. _____ (Rupees _____ only) we _____

_____ (indicate the name of the Bank) (Hereinafter referred to as "the Bank") do hereby undertake to pay to the Board an amount not exceeding

₹. _____ against any loss or damage caused to or suffered by or would be caused to or suffered by the Board by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.

2. We, _____ (indicate the name of the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Board reason of any breach by the said contractor(s) of any of the term or conditions contained in the said agreement or by reason of the contractor's failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this agreement. However, our liability under this guarantee shall be restricted to an amount not exceeding ₹. _____.

3. We, _____ (indicate the name of the Bank), further agreed 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 agreement and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till the Board certifies that the terms and conditions of the said agreement have been fully and properly carried out by and said contractor(s) and accordingly discharged the guarantee. Unless a demand or claim under this guarantee is made on us in writing within three months from the expiry date i.e., from _____ we shall be discharged from all liabilities under this guarantee thereafter.

CONTRACTOR

DEPUTY CONSERVATOR

4. We, _____ (indicate the name of the Bank), further agreed with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) 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 forbear or endorse any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance act or omission, on the part of the Board or any indulgency by the Board to the said 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.

5. Notwithstanding anything stated above, our liability under the guarantee is restricted to ₹. _____ (Rupees _____ only). The guarantee shall remain in force until _____. Unless a suit or action to enforce claim under the guarantee is filed against us within three months from that date, all rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

6. The Board is authorized to enforce claim against the guarantee at the local branch of the Bank in Visakhapatnam / Bhubaneswar in case such an eventuality arises.

7. We _____ (indicate the name of the Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

Dated _____ day of _____

FOR _____ BANK

CONTRACTOR

DEPUTY CONSERVATOR

SCHEDULE-V

**LIST OF DOCUMENTS TO BE SUBMITTED BY THE
TENDERER "ENVELOPE-A" – TECHNO –
COMMERCIAL BID**

Sl. No.	Description of Documents	Whether submitted by the Tenderer (Yes/No) & Ref. of page No.
1.	The Tender Document marked "Original" duly filled in except price schedule (Schedule-III) signed and stamped on all the pages.	
2.	Copies of Profit and Loss Statement, Balance Sheets and Auditors Report/ Annual Report for the last three years. An authority from the tenderer to seek references from his Bankers.	
3.	Transaction Fee / EMD	
4.	Details of present technical staff and their qualification, experience and key personnel for administration and execution of this contract.	
5.	Name of the Partners / Directors	
6.	Power of Attorney, on stamp paper if required, in favor of person authorized to sign the tender document	
7.	Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company proprietorship firm / partnership firm or and other business structure.	
8.	Detailed information regarding current litigation, if any, if which the tenderer is currently involved.	
9.	Technical specifications of the Launch being offered in format of Schedule – VI (Confirming to Scope of Work) along with its GA plan, certificates like Certificate of Registration Certificate of Class, Record of Safety Equipment etc. All valid at the time of offer.	
10.	Copies of work order / agreement showing that the Tenderer was awarded the contract for manning and operating Pilot Launch for a minimum period of one year given last seven years and certificate for successful completion.	

Important Note: The Speed Test certificate must be submitted as per Clause-25

CONTRACTOR

DEPUTY CONSERVATOR

ANNEXURE-II

S D CIRCULAR – 2/2002
OFFICE OF THE DIRECTOR GENERAL OF SHIPPING MINISTRY OF SHIPPING
GOVERNMENT OF INDIA
WALCHAND HIRACHAND MARG. BALLARD ESTATE MUMBAI –
400 001
Dated November 8, 2002

GUIDELINES FOR GRANT OF LICENCE TO FOREIGN – FLAG VESSELS**I. Legal Provisions and Objectives:-**

- 1.1 In public interest and to ensure transparency and equitable consideration for Indian ship owners, shippers, project authorities, other public and private parties (citizens / companies / societies and PSUs and joint ventures), and above all, for the Indian consumers, the Director-General of Shipping is hereby pleased in supersession of all earlier guidelines to lay down the following guidelines for grant of license for chartering of foreign-flag vessels for export, import, for coasting trade, implementation of projects etc.
- 1.2 In Part XIV- of the Merchant Shipping Act, 1958 – entitled „Control of Indian Ships and ships engaged in Coasting Trade“, the provisions of Section 406 deal with Indian Ships and chartered ships to be licensed and provisions of Section 407 deal with licensing of ships for coasting trade in India. As laid down in these sections, the license has to be granted by the Director-General of Shipping (hereinafter referred to as DG Shipping) for taking to sea from a port or place within and outside Indian of Indian or other ship by a citizen of India or Company or a cooperative society under Section 406. The same is true for ship other than Indian ship or a ship chartered by a Citizen of India or a company or a co-operative society for engaging in the coasting trade of India under Section 407.
- 1.3 Sub-Section (3) of Section 406 and Sub-section (2) of Section 407 empower the D.G. Shipping to grant the license subject to such conditions as may be specified by him. Consolidated guidelines had been issued by the Director General of Shipping in this same regard vide No. SD-9/CHART (82) /97-II dated 27 March, 2000, As a result of experience gained during the last 2 ½ years, it is felt necessary to issue the present updated and fresh guidelines.
- 1.4 It is well known that in recent years, there has been a tremendous growth in the development of off-shore shipping industry in all its various aspects. It is necessary for the Central Government to ensure the growth and development of Indian Off-shore sector, vessels, equipment etc. Consequently while considering the application or grant of license to any foreign –flag vessel of any type to work in Indian waters anywhere in entire Exclusive Economic Zone. It will be necessary for DG Shipping to consider the effect on the growth and encouragement of Indian off-shore industry and vessels, irrespective of whether they are fitted with mechanical means of propulsion or not. Therefore, these Guidelines are applicable to all vessels, as defined under M.S. Act. supporting or performing any services / functions as enumerated below:-

CONTRACTOR

DEPUTY CONSERVATOR

- i) Capital intensive assets such as Floating Storage Offloading devices etc.,
- ii) Oil-field support Services-rendering vessels engaged in towing, anchor-handling, dredging, off-shore drilling /production rigs, diving support, maintenance support, various types of surveys, cable laying, sea-bed mining operations, pipe-laying, lighter age, salvage marine construction, hook-up, supply and transport of passengers, goods and material, and
- iii) Port and Terminal related support services –rendering vessels.

1.5 These guidelines shall be applicable to any foreign-flag vessel chartered by anyone for operation in the Indian Exclusive Economic Zone of India including its territorial waters and contiguous zone.

1.6 These Guidelines shall come into operation with immediate effect.

2. Chartering of foreign flag vessels for export / import.

2.1 The applicant should submit the enquiry consisting of details regarding specification of the requirement of vessel, quantity of cargo, nature of cargo, lay can, port of loading and discharge etc. to the Indian National Ship owners Association (hereinafter referred to as INSA) and to the DG Shipping at least three working days prior to lay can. He should submit the application in the appropriate format as prescribed at Annex. A, B, C & D with necessary fees, at least three working days prior to commencement of the lay can.

2.2 India shall circulate the enquiry to its Member Companies who shall forward to the Applicant the offer they wish to make giving details of a suitable Indian flag vessels, Charter hire/ freight etc. informing INSA that the offer has been made giving all details except the price offer and endorsing a copy of the offer made to the D.G. Shipping. The offers should be made by the INSA Members within not more than two working days after receipt of the enquiry in respect of all vessels, except Crude Carriers, Product Tankers, Chemical carriers, Ammonia Tankers, Gas Carriers, Feeder and Container Vessels. In respect of these latter vessels, INSA Member Companies shall make their offers to the Applicant within one working day after receipt of the enquiry, INSA shall, in response to the enquiry of the Applicant, inform the DG Shipping of the offers made by its Member Companies and endorse a copy of the same to the applicant Company within two working days after receipt of the enquiry in respect of all vessels except Crude Carriers, Chemical Carriers, Ammonia Tankers, Gas Carriers, Product Tankers, Feeder and Container vessels. In respect of the latter Category Vessels. INSA shall in response to the enquiry of the Applicant inform the DG Shipping of the Offers made by its Member Companies and endorse a copy of the same to the Applicant Company within one working day after receipt of the enquiry. In case no copies of offer are received by INSA from its member companies within the stipulated time, INSA shall inform the DG Shipping accordingly, with a copy of the same to the Applicant.

3. Chartering permission for coasting Trade / Offshore Support Operation / Port related Support Services for Spot Requirement.

3.1 The Applicant should submit the enquiry consisting of details regarding

CONTRACTOR

DEPUTY CONSERVATOR

specification of the requirement of vessel, quantity of cargo, nature of cargo, lay can, port of loading and discharge etc. to the Indian National Ship Owners Association (hereinafter referred to as INSA) and to the DG Shipping at least three working days prior to lay can. He should submit the application in the appropriate format as prescribed at Annex A, B, C & D with necessary fees, at least three working days prior to the commencement of the lay can.

- 1.2. INSA shall circulate the enquiry to its Member Companies who shall forward to the Applicant the offers they wish to make giving details of a suitable Indian Flat Vessel, Charter hire etc. informing INSA that the offer has been made giving the details thereof except the price offer and endorsing copies of the offer made to the D.G. Shipping. The offers should be made by the INSA Members within not more than two working days after receipt of the enquiry in respect of all Vessels. INSA shall in response to the enquiry of the applicant inform D.G. Shipping the offers made by its Member companies and endorse a copy of the same to the applicant company immediately within one day in respect of all Vessels.
- 3.3 The procedure specifies in the Guidelines (Paragraphs 2.1 – 2.2) also applies to all applications for permission for spot requirements for coasting trade and time or voyage charter of foreign flag vessels where no tender process has been followed for coasting trade. The Applicant shall however refer the enquiry to the Indian Coastal Conference (hereinafter referred to as ICC) as well as to INSA. The ICC shall also follow the same procedure as INSA as specified earlier in Paragraphs 2.1 to 2.2. However, Paragraphs 3.1 to 3.2 shall apply to all requirements in the offshore support Services where no tender process is followed.
4. Chartering of Vessels done through Tender Process for all types of requirements:
 - 4.1 Unless the Indian Vessel becomes successful in the evaluation of the technical bid, it will not of course be eligible for any consideration and support under the provisions of Section 407 of the M.S. Act 1958.
 - 4.2 Whenever charter of Vessel is undertaken through a tender process, open closed or global tender, or any other process of tender, the provisions of these guidelines are required to be incorporated. Whether the guidelines have been incorporated in any tender or not, the said guidelines would be deemed to have been incorporated as a part of the tender documents.
 - 4.3 Every tender process would provide scope for Indian Citizens / Companies / Co-operative Societies having Indian flag Vessels to participate in the said tender. Where the said Indian Citizens / Companies / Co-operative Societies have failed either to participate or obtain the order, they cannot be allowed to obtain the same or part of the same work at any cost merely through the provisions found in Section 407 and Section 406 of the M.S. Act 1958. In the said tender process, the right of first refusal will remain with the Indian Vessel.
Owner on the showing readiness to take up the job at the lowest price indicated by the foreign flag Vessels.

CONTRACTOR

DEPUTY CONSERVATOR

"Right of first refusal" is a right which accrues to a bidder in a tendering process who offers an Indian Flag Vessel and whose rate through not being the lowest to be awarded the tender subject to his matching of the lowest rate offered by bidder, who offers a Foreign Flag Vessel. The right is conferred based up on the practices of the Industry and the deliberate intension of the Central Government towards encouragement and development of the Indian Shipping Industry.

4.4 Right of first refusal will be applicable to :

- a. A Vessel which has been offered by an Indian Bidder, and which remains under foreign flag on the late of the price bid opening, would be treated as Foreign Flag Vessel for the purpose of bid evaluation. Accordingly, the lowest Indian Flag Vessel would be granted the right of first refusal against the Foreign Flag Vessels including the Foreign Flat Vessel (S) which are offered with an undertaking to convert to Indian Flag prior to commencement of operations.
- b. Above the lowest tender with a Foreign Flag Vessel, where there are more than one Indian Tenderer offering Indian Flag Vessel (S), then the first right of first refusal will be given to the lowest among such Indian Tenders, and on his failure to match the lowest tender, the next higher Indian Tenderer will be given the offer and so on.
- c. The offer of any Foreign Flag Vessel by an Indian Bidder with an undertaking to convert it to Indian Flag prior to commencement of the operations, but later than the price bid opening can be considered only when and if the Indian Bidder/s offering Indian Flag Vessel/s have failed to match the lowest price offered by the Foreign Flag Vessel. In such event the tender awarding authority shall incorporate deterrent penalties in the award of tender to ensure that the bidder will convert the Vessel to Indian flag before commencement of operations.
- d. Similarly an Indian Bidder who offers an Indian Flag Vessel (S) for a particular tender will not be granted license by D.G. Shipping to charter a Foreign Flag Vessel (S) for the same work at the commencement of charter or at any time during the tenure of the charter. The Indian Bidder will not be allowed to substitute the Indian Flag Vessels (S) with a vessel that was being constructed, contracted or flying a Foreign Flag at the time of bidding but was to be converted to Indian Flag prior to commencement of Operations, but later than the price bid opening. Nor will he be allowed to bring in another Indian Flag Vessel from elsewhere hoping to replace it with a Foreign Flag Vessel, irrespective of whether tender process was followed or not. Such a request to grant license for a Foreign Flag Vessel will not be granted by D.G. Shipping to replace an Indian Flag Vessel.
- e. In short, both in (c) and (d), equity will be maintained to ensure a balance between both objectives of encouraging the existing Indian Flag Vessels on the one hand, and of encouraging the acquisition of new Indian tonnage, but with the slight tilt in favor of existing Indian Flag Vessels since the investment here has already been made.

4.5 The Party, which offers the Indian Flag Vessel, should meet the commercial requirement by matching the lowest composite effective price and there shall be no price preference in favor of the Indian Flag Vessels. If any expenditure incurred by

CONTRACTOR

DEPUTY CONSERVATOR

Indian Vessel owner is being borne by the Charterer for the Foreign Flag Vessel that shall be suitably added to the price while comparing the costs. On such calculations if the Indian Vessel is offered at the same price as the foreign vessel the license under section 406 and / or 407 will not be granted for the said foreign flag vessel.

Composite effective price is the derived figure from the various price inputs submitted by a bidder / participant. In a tender process where in all the cost / inputs are summarized. While working out such composite effective price, in puts such as daily hire / daily rate, MOB / DEMOB charges call out rates and conversion charges etc. are taken into account.

5. Amendment to license already granted.

5.1. Amendment to license will be governed by the following provisions.

- a. Not more than twice will amendments be allowed in respect of the same license.
- b. If an amendment seeks variations in more than three parameters it will be treated as a fresh case.
- c. Any variation on lay can exceeding one week on either side will be treated a fresh case.
- d. The fees once paid will not be automatically refunded or adjusted again any fresh application. Separate and adequate justification for refund or adjustment will have to be advanced before the D.G. Shipping and be accepted by him.
- e. A fresh case would mean that the applicant has to follow the procedure from the beginning once again.

6. Penalty for deviations :

6.1 If INSA or any of the shipping companies brings to the notice of D.G. Shipping that a charterer has violated these guidelines in chartering Foreign Flag Vessel the D.G. Shipping after due verification of the complaint shall take appropriate measures to penalize the charterer concerned as he may consider necessary to prevent recurrence of such events.

6.2 If there is a doubt the technical specifications of the Vessel given in the tender advertisement were drawn up with the deliberate intension of avoiding Indian Flag Vessel, the matter may be referred to the D.G. Shipping for decision as to whether the Indian Vessel with minor difference in specifications should be chartered and not the Foreign Flag Vessel. As far as the practicable this decision will be taken after discussion with the concerned parties.

6.3 If past payment due on charter of Indian Flag Ships is not cleared in time, the D.G. Shipping may decide that no further license is granted to the applicants who are in such arrears.

7. Non INSA / ICC Members:

For Non-INSA / ICC members a copy of the enquiry shall as has been the prevailing practice, be displayed on the notice board of the office of the D.G. Shipping within the relevant time stipulated.

CONTRACTOR

DEPUTY CONSERVATOR

8. Exception in public interest:

For expedite national project implementation to increase Indian Tonnage, to encourage development of Indian hub-ports and sea trade routes both new or existing and to tackle an emergency or overcome a crises the D.G. Shipping retains the right to take action as deemed fit overriding any of the guidelines laid down herein above.

Sd/-
(D. JOSEPH)
Director General of Shipping
&
Secretary to Government of India

Jahaz Bhavan, Mumbai,
November, 8 - 2002.

CONTRACTOR

DEPUTY CONSERVATOR