

<p>भारत सरकार पत्तन, पोत परिवहन और जलमार्ग मंत्रालय दीपस्तंभ और दीपपोत निदेशालय दीपभवन" प्लॉट नं.17, सेक्टर-8 वी.टी.एस निदेशालय, गांधीधाम, गुजरात-370201</p>		<p>Govt. of India Ministry of Ports, Shipping and Waterway Directorate of Lighthouses & Lightships " Deep Bhavan" Plot No. 17 Sector – 8 V.T.S. Directorate, Gandhidham, Gujarat-370 201</p>
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Additional Terms and Conditions

कार्य का नाम : वी.टी.एस-कच्छ की खाड़ी, कांडला (गुजरात), के मास्टर कण्ट्रोल सेंटर में वी.टी.एस मैनेजर एवं वी.टी.एस सुपरवाइजर की सेवाएं दिनांक 01/08/2025 से 31/07/2026 तक मुहैया करने हेतु

NAME OF WORK: Outsourcing services of VTS Manager and VTS Supervisor for operation of VTS GoK at Master Control Centre, Kandla (Gujarat) from 01/08/2025 to 31/07/2026.

NAME OF THE WORK: - Outsourcing services of VTS Manager and VTS Supervisor for operation of VTS GoK at Master Control Centre, Kandla (Gujarat) from 1st August 2025 to 31st July 2026.

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SECTION- I

ई -निविदा आमंत्रण हेतु अल्पकालिक निविदा सूचना / SHORT BID NOTICE INVITING e- TENDER

भारत के राष्ट्रपति की ओर से एवं उनके लिए, उप महानिदेशक, दीपस्तंभ एवं दीपपोत निदेशालय, प्लॉट 17, सेक्टर 8, दीपभवन, गांधीधाम-370201 के द्वारा दोहरी लिफाफा प्रणाली के तहत (दोहरी लिफाफा प्रणाली, भाग-I तकनीकी बोली के लिए, भाग-II द्वितीय वाणिज्यिक बोली हेतु) वीटीएस संचालन के लिए शिप मैनिंग एंड मैनेजमेंट एजेंसी / वीटीएस मैनपावर सप्लाइ एजेंसी के रूप में पंजीकृत ठेकेदारों से वी.टी.एस-कच्छ की खाड़ी , कांडला (गुजरात), के मास्टर कण्ट्रोल सेंटर में वी.टी.एस मैनेजर एवं वी.टी.एस सुपरवाइजर की सुबिधा 01/08/2025 से 31/07/2026 तक मुहैया करने हेतु ऑनलाइन निविदा आमंत्रित करता है।

For & on behalf of President of India, Dy. Director General of Lighthouses & Lightships, Gandhidham (Gujarat)- India, invites Online Bids under two bid system (two cover system, Part I- Technical bid, Part II- Commercial bid) from the agencies registered as Ship manning and Management agency/VTS Manpower supply agency for VTS operations for Outsourcing services of VTS Manager and VTS Supervisor for operation of VTS GOK at Master Control Centre, Kandla (Gujarat) from 1st August 2025 to 31st July 2026.

1.	Estimated Value	Rs.1,24,46,700/-
2.	Earnest Money Deposit	Rs.2,50,000/-
3.	Last Date of Download of Bid Document	25/06/2025 (1600Hrs)
4.	Pre Bid Meeting	16/06/2025 (11.30 AM)
5.	Last Date for Bid Submission	25/06/2025 (1600Hrs)
6.	Date of Opening of Technical Bids	25/06/2025 (1630 Hrs)
7.	Last Date for EMD submission	25/06/2025 (1600Hrs)

1. बयाना राशि के रूप डी.डी. / एफ.डी.आर. / बैंक गारंटी किसी भी राष्ट्रीयकृत बैंक /अनुसूचित बैंक से " उप महानिदेशक, दीपस्तंभ एवं दीपपोत निदेशालय, प्लॉट-17, सेक्टर-8, दीपभवन, गांधीधाम के नामे "गांधीधाम में देय। ईएमडी की वैधता बोली प्रस्तुत करने की तारीख से 60 दिन या उससे अधिक होनी चाहिए ।

EMD to be submitted in the form of DD / FDR / Bank Guarantee from any Nationalized / RBI approved Bank, in favour of "The Dy. Director General, Directorate of Lighthouses and Lightships, payable at Gandhidham, Plot No-17, Sector-8, Deep Bhavan, Gandhidham. The validity of EMD should be 60 days or more from the bid submission date.

2. बयाना राशि निविदा आमंत्रण प्राधिकारी के पास निविदा प्रस्तुत करने की अवधि खत्म होने के पहले या अवधि में प्रस्तुत की जानी चाहिए, प्रस्तुत न कर पाने की स्थिति में **निविदा अस्वीकार कर दी जाएगी** । डाक / कूरियर सेवाओं की वजह से होने वाली किसी देरी या हानि के लिए उप महानिदेशक, जिम्मेदार नहीं होंगे।

EMD should be submitted to the Tender Inviting Authority, on or before the bid submission period failing which the tender shall liable to be rejected. Dy. Director General shall not be responsible for any delay or loss, due to postal/Courier Services.

3. काम का ब्यौरा निविदा दस्तावेज में उपलब्ध हैं जो कि जेम पोर्टल से डाउनलोड किया जा सकता है, एवं निविदा केवल ऑनलाइन जेम पोर्टल में ही प्रस्तुत की जा सकेगी। निविदा दस्तावेजों की प्रतियों कि बिक्री विधि लागू नहीं है।

The details of work are available in the tender document which can be downloaded from GeM website and the bid is to be submitted online only on GeM portal(<https://gem.gov.in/>). Sale of physical tender document is not applicable.

उप महानिदेशक / Dy. Director General

SECTION –II INSTRUCTIONS TO BIDDERS

- 2.1 For & on behalf of President of India, the Dy. Director General of Lighthouses & Lightships, Gandhidham (Gujarat)- India, invites Online Bids under two bid system (two cover system, Part I-Technical bid, Part II- Commercial bid) from the agencies registered as Ship manning and Management agency/VTS Manpower supply agency for VTS operations for **“Outsourcing services of VTS Manager and VTS Supervisors for operation of VTS GOK”** at Master Control Centre, Kandla (Gujarat) from 1st August 2025 to 31st July 2026.

This section of the bidding document provides the information necessary for bidders to prepare online responsive bids, in accordance with the requirements of the DDG-VTS. It also provides information on online bid submission, opening, evaluation and contract award. It is necessary for the bidders to go through the instructions contained in this section before submission of bid.

The bidders are required to submit soft copy of their bid electronically on the Government e Marketplace (GeM) Portal.

2.2 REGISTRATION:

- (i) Bidders are required to enroll on the Government e Marketplace (GeM) Portal.
- (ii) During enrolment / registration, the bidders should provide the correct/true information including valid email-id & mobile no. All the correspondence shall be made directly with the contractors/bidders through email-id provided.
- (iii) The bid is being published as custom bid on GeM by selecting similar category as “Non-IT professional services”. Prospective bidders may register on GeM portal accordingly.
- (iv) As part of the enrolment process, the bidders will be required to choose a unique user name and assign a password for their accounts.
- (v) For e-tendering possession of valid User ID and Password is mandatory for bidding on GeM portal.
- (vi) Upon enrolment on GeM portal, the bidders shall register with their valid profile.
- (vii) Bidders can then log into the site through the secured login by entering their user ID/password.

2.3 PREPARATION OF BID

- (i) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder shall note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (ii) Any clarifications, if required, may be obtained online through the tender site, or through the contact details given in the tender document.
- (iii) Bidder should get ready in advance with the bid document to be submitted as indicated in the tender document/schedule in PDF/xls/rar/zip/dwf/jpg formats. The documents shall be

submitted as per GeM provisions for submission of different kinds of documents.

2.4 SUBMISSION OF BID

- (i) Bidder should log into the site well in advance for bid submission so that he/ she uploads the bid in time i.e. on or before the bid submission time.
- (ii) Bidder should prepare the EMD as per the instructions specified in the tender document. The original EMD should reach to the DDG- VTS office on or before the last date & time of bid submission. Bidder should send the EMD through post/Courier/By Hand delivery on or before bid submission period on GeM portal. DDG-VTS shall not be responsible for any delay or loss, due to postal/Courier Service. The details of the Demand Draft/Bank Guarantee, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise the uploaded bid shall liable to be rejected.
- (iii) While submitting the bids online, the bidder shall read all the GeM terms & conditions, Additional terms and conditions of the tender and accept the same in order to proceed further to submit their bid.
- (iv) Bidder shall select the payment option as offline to pay the EMD and enter details of the Demand Draft/Bank Guarantee.
- (v) Bidder shall upload the requisite documents, one by one as per the type of documents mentioned on GeM portal meeting the requirements of the tender.
- (vi) Bid Currencies: The Contract provides for payment of the Contract Price in Indian Rupee only.

A) Cover -1 (TECHNICAL BID)

Online bid should be submitted containing copy of the following technical bid documents for fulfilling eligibility criteria and other technical evaluation requirements, failing which the offer shall be summarily rejected.

- i) Scanned Copy of Earnest Money Deposit (in the form of DD / FDR / Bank Guarantee) as per Section-I from any Nationalized Bank/RBI approved Bank.
- ii) Scanned copies of proof for Eligibility criteria and technical bid documents.
- iii) Scanned copy of tender acceptance letter.

If the Cover-1 i.e. technical bid does not contain any of the above-mentioned documents or contains incomplete or unsuitable technical details, then the offer shall be deemed liable to rejection/ disqualification. The respective Cover- 2, i.e. Price Bid of the technically disqualified offers shall not be opened. The bidders are cautioned that divulging of any price information in Cover-1 (Technical Bid) will result in rejection of their tender.

B) Cover-2 (PRICE BID)

The Cover-2 shall contain the price bid in the enclosed "Schedule of Rates/ Bill of Quantity" as per GeM. Price bid shall not contain any bidder condition. Conditional offer will be outrightly rejected.

2.5 Pre-Bid Meeting

A pre-bid meeting with prospective Bidders will be held as per date and time in Section-I at the Deep Bhavan, Gandhidham to clarify the issues & to answer the queries. Bidders are advised to attend the pre-bid meeting at their own cost. Bidder shall send 'AUTHORITY LETTER' with an attested specimen signature of the representatives who are deputed by them to be present at the time of pre-bid meeting. However, non-attendance of the pre-bid meeting shall not be a cause for disqualification of the Bidder. Any substantive clarification or modification arising out of the pre-bid meeting would be finalized only by corrigendum/ addendum to bid documents. Outcome of the pre-bid meeting including the text of questions received (without identifying the source of inquiry) and the responses given shall be uploaded on GeM portal. No further queries shall be entertained after settling clarifications/issues during the above pre- bid meeting.

2.6 Evaluation of Bids:

2.6.1 The Bids shall be evaluated technically as per section VII of bid document and commercially by a Committee. It is mandatory on the part of the bidder to score a minimum of 80% in technical evaluation, to qualify for the opening of commercial bid. The DDG-VTS will determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the tender document. For the purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions & specifications of the tender document without any deviations, objections, conditionality or reservations.

2.6.2 Price Bid/Schedule of Rates shall be evaluated based on the lowest cost (Total Bid Amount).

2.6.3 If a bid is not substantially responsive, it will be rejected by the DDG-VTS and may not subsequently be made responsive by the bidder by correction of the non-conformity.

2.6.4 The bid that does not meet minimum acceptable standards of completeness, consistency and details will be rejected for non-responsive.

2.6.5 If the present performance of the bidder in a current contract for any major work is unsatisfactory as certified by the any authority of the relevant work, the offer of the bidder will be summarily rejected without assigning any reasons thereof.

2.6.6 The bidders shall quote the rates only for the items mentioned in the schedule of Rates in excel format, provided along with this tender.

2.6.7 The rates shall be quoted in Indian Currency only and if quoted in any other currency, the offer is liable to be rejected.

2.6.8 Conditional offers are liable for rejection.

2.6.9 The Price bid(s) of the prospective bidder(s), who fulfills the techno-commercial requirement of the bid(s), shall be evaluated further.

2.6.10 Any effort by a bidder to influence the DDG-VTS in the process of examination, clarification, evaluation and comparison of tenders, and in decisions concerning award of contract, may result in rejection of the bidder's tender.

2.7 No amount shall be paid to the contractor for the item for which no rate or amount is quoted by the bidder, however the contractor shall be bound to provide the item/ services mentioned in BoQ.

- 2.8 Each bidder shall submit only one bid for this work. A bidder who submits more than one bid for this work will attract disqualification and rejection of all of his bids.
- 2.9 The bidder shall not be under a declaration of in-eligibility for corrupt & fraudulent practices in any Govt. Department or organization in India or abroad.
- 2.10 The bid shall contain no interlineations, erasures or overwriting except corrections as necessary to correct the errors made by the Bidder, in which case such correction shall be initialed by the person/persons signing the offer. The bid shall be typewritten or handwritten in indelible ink and shall be signed by the bidder or authorized signatory. The bid shall contain no additions or alterations except those to comply with instructions specified by the employer but those shall be initialed by the Bidder.

Deputy Director General-VTS

SECTION –III

3.1 Eligibility Criteria

3.1.1 The bidder should have successfully executed/completed similar class of services to any VTS/VTMS in India over the last seven years ending month prior to the bid opening as per below amount:

Three similar completed services each costing not less than the amount equal to 40% (forty percent) of the estimated cost:

Or

Two similar completed services each costing not less than the amount equal to 50% (fifty percent) of the estimated cost;

Or

One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

similar class of services means i.e., Providing services of VTS Manager/ Supervisor to any VTS/VTMS/PMS in India only.

3.1.2 The Bidder has to submit Bank Guarantee/DD/ FDR towards Earnest Money Deposit

3.1.3 The bidder must be registered as a Ship Manning and Management Agency/ VTS Manpower Supply agency with regulatory agency of India accordingly the agency has to submit relevant registration certificate.

3.1.4 The average annual turnover during the last three years (ending 31st March 2024) shall not be less than 30% of estimated Cost i.e Rs 38 Lakh. The agency is required to submit the certificate issued by CA for average annual turnover.

3.1.5 Solvency Certificate 30% of estimated Cost i.e. Rs 38 Lakhs or more from any Nationalized/Scheduled Bank. The date of solvency certificate issued by bank should not be more than three months from the date of submission of the bid.

3.1.6 The bidder should have a registered office in the state of consignee i.e. Gujarat, a documentary proof (water bill/ electricity bill/ GST certificate/ registration certificate) shall be submitted.

3.1.7 The firm must have GST registration.

3.1.8 Information regarding any litigation, current or during last 5 years, orders regarding exclusion, expulsion or black listing if any, in which Bidder is involved, the parties concerned and disputed amount, if any. An affidavit on non-judicial stamp paper of Rs 100/- duly notarized that the bidder is not blacklisted by any Government organization/PSU.

3.1.9 Scanned copy of Tender Acceptance Letter as per **annexure I**.

3.1.10 An undertaking to the effect that the price bid does not contain any condition as per **annexure II**.

SECTION IV

GENERAL CONDITIONS OF CONTRACT

4.1 Definitions: In the Contract, the following words and expressions shall have the meanings hereby assigned to them (words indicating persons or parties include any legal entities) except where the context requires otherwise.

4.1.1 The Contract:

4.1.1.1 **“Contract”** means Special and General conditions, the specifications, the drawings, the schedule of works, the tender, the letter of acceptance, the Contract agreement (if completed) and such further documents as may be expressly incorporated in the Letter of Acceptance or Contract Agreement (if completed).

4.1.1.2 **“Contract Agreement”** means the contract agreement referred to in Sub-clause “Contract Agreement”, including any annexed memoranda.

4.1.1.3 **“Employer’s Requirements”** means the document entitled employer’s requirements, as included in the Contract, and any additions and modifications to such document in accordance with the Contract. Such document specifies the purpose, scope, and/or design and/or other technical criteria, for the works.

4.1.1.4 **“Bid”** means the Contractor’s signed offer for the works and all other documents which the Contractor submitted therewith for the execution and completion of the work and remedying of any defects therein in accordance with the provisions of the contract, as accepted by the letter of acceptance.

4.1.1.5 **“Contract Performance Bank Guarantee”** and **“Schedule of Payments”** mean the documents so named (if any), as included in the Contract.

4.1.2 Parties and Persons

“Party” means the Employer or the Contractor, as the context requires.

4.1.2.1 **“Employer”** means the President of India acting through the Dy. Director General of Lighthouses & Lightships Gandhidham (Gujarat), Ministry of Ports, Shipping and waterways, Government of India (hereinafter referred to as ‘DDG-VTS’ which expression shall unless excluded by or repugnant to the context or meaning thereof include its successor in office and assignee).

4.1.2.2 **“Contractor”** means the person(s), firms, or company whose bid has been accepted by the employer and the legal successor but not (except with the consent of the employer) any assignee of such person.

4.1.2.3 **“Employer’s Representative”** means the person named by the Employer in the Contract or appointed from time to time by the Employer under Sub-Clause “The Employer’s Representative”, who acts on behalf of the Employer.

4.1.2.4 **“Contractor’s Representative”** means the person named by the Contractor in the Contract or appointed from time to time by the Contractor under Sub-Clause “Contractor’s Representative”, who acts on behalf of the Contractor.

4.1.2.5 **“Employer’s Personnel”** means the Employer’s Representative, the assistants referred to in Sub- Clause “Other Employer’s Personnel” and all other staff, labour and other employees of the Employer and of the Employer’s Representative; and any other personnel notified to the Contractor, by the Employer or the Employer’s Representative, as Employer’s Personnel.

4.1.2.6 **“Contractor’s Personnel”** means the Contractor’s Representative and all personnel whom the Contractor utilizes on Site, who may include the staff, labour and other employees of the Contractor and of Each Subcontractor; and any other personnel assisting the Contractor in the execution of the Works.

4.1.2.7 **“Directorate”** means the VTS Directorate, Directorate of Lighthouses & Lightships, Ministry

of Ports, Shipping and waterways, Government of India, Deep Bhavan, Plot No.-17, Sector-8, Gandhidham (Gujarat)- 370201.

4.1.3. Dates, Tests, Periods and Completion

4.1.3.1 **“Base Date”** means the last date for submission of the Bid.

4.1.3.2 **“Commencement Date”** means the date of issue of written order to start the work.

4.1.4 Other Definitions

4.1.4.1 **“Country”** means the country in which the Site is located, where the Permanent Works are to be executed.

4.1.4.2 **“Employer’s Equipment”** means the apparatus, machinery and vehicles (if any) made available by the Employer for the use of the Contractor in the execution of the Works, as stated in the Employer’s Requirements; but does not include Plant which has not been taken over by the Employer.

4.1.4.3 **“Force Majeure”** is defined in Clause **“Force Majeure”**.

4.1.4.4 **“Laws”** means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.

4.1.4.5 **“Performance Guarantee”** means the security (or securities, if any) under Sub-Clause **“Performance Guarantee”**.

4.1.4.6 **“Variation”** means any change to the Employer’s Requirements or the Works, which is instructed or approved as a variation under Clause **“Variations and Adjustments”**.

- 4.2** The agency shall ensure that the personnel deployed by them are disciplined and do not participate in any activity prejudicial to the interest of the Deputy Director General VTS/Govt. of India/any State or any Union Territory.
- 4.3** After appointment, the agency should submit the undertaking from VTS Manager & VTS Supervisor for duties to be performed as per clause 6.3.
- 4.4** Agency has to comply all relevant guidelines for deployment of VTS personnel at VTS center.
- 4.5** Before deployment, agency has to ensure proper endorsement of VTS Logbook by submission of their original credentials to the competent authority.
- 4.6** The agency shall be solely responsible for the compliance to the provisions of various Labour and industrial laws, such as, Wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it at VTS site or for any accident caused to them. The Agency shall also be responsible for the insurance of its personnel.
- 4.7** The Income-tax as applicable shall be deducted from the bill unless exempted by the Income-tax Department.
- 4.8** The decision of Deputy Director General, in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
- 4.9** In case of any dispute between the Agency and Deputy Director General-VTS, Deputy Director General-VTS shall have the right to decide. However, all matters of jurisdiction shall be at the local courts located at Gandhidham.
- 4.10** In case of any dispute or differences arising under the terms of this Agreement the same shall be settled by reference to arbitration by a sole Arbitrator to be appointed by Deputy Director General-VTS. The provisions of Arbitration and Conciliation Act 1996 shall be applicable.
- 4.11** Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
- 4.12** After awarding the contract, if the Agency fails to take over the charge within 15 days handing over site, the offer of contract will automatically stand cancelled without any notice and Performance Guarantee/EMD shall be encashed / forfeited.

4.13 Deputy Director General-VTS reserves the right to pre-maturely terminate the agreement without assigning any reason by giving one month notice before the expiry of the contract period.

4.14 Right to Acceptance or Rejection of Tenders:

The tender is liable to be rejected inter-alia:

- 4.14.1 If it is not in conformity with the instructions mentioned in the tender paper.
- 4.14.2 If it is not properly signed by the bidder.
- 4.14.3 If it is received by telex or telegram.
- 4.14.4 If it is received after the expiry of the due date and time.
- 4.14.5 If it is not accompanied by the requisite EMD and required document
- 4.14.6 If the bid is conditional.

4.15 This office reserves the right to the following:

- 4.15.1 Accept / Reject any of the tender in full or part thereof.
- 4.15.2 Revise the requirement at the time of placing the order.
- 4.15.3 Add, modify, relax or waive any of the conditions stipulated in the tender specification wherever deemed necessary.
- 4.15.4 Reject any or all the tenders in part or full without assigning any reason thereof.

4.16 Interpretation

In the Contract, except where the context requires otherwise:

- 4.16.1 Works indicating one gender include all genders;
- 4.16.2 Works indicating the singular also include the plural and words indicating the plural also include the singular;
- 4.16.3 Provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing, and
- 4.16.4 "Written" or "In Writing" means hand-written, type-written, printed or electronically made, and resulting in permanent record.

The marginal works and other headings shall not be taken into consideration in the interpretation of these conditions.

4.17 Communication

The contractor shall be contactable at all times and message sent by phone/e-mail/FAX/Special Messenger from the Directorate to the contractor shall be acknowledged immediately on receipt on the same day. The contractor shall strictly adhere to the instructions issued by the Directorate in fulfillment of the contract from time to time.

4.18 Law and Language: The Contract shall be governed by the Indian Law. All documents related to bid shall preferably be in English language. The language for communications shall be English. Any printed literature furnished by the Bidder may be written in another language provided that this literature is accompanied by an English Translation, in which case, for purpose of interpretation of the bid, the English translation shall prevail. Law suits and other proceedings arising out of or in connection with the contract works shall be instituted in Courts of Law at Gandhidham/Gujarat, India.

4.19 Contract Agreement: After the award of contract on GeM portal, a contract agreement shall be executed on a non-judicial stamp paper of appropriate denomination. The bidder shall bear all costs associated with the preparation contract agreement. The Agreement will incorporate

all correspondences between the employer and the successful bidder. It will be signed by the employer and successful bidder within 15 days following the notification of award on GeM portal.

4.20 Confidentiality: Both Parties shall treat the details of the Contract as Private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable Laws. The Contractor shall not publish, permit to be published, or disclose any particulars of the Works in any trade or technical paper or elsewhere without the previous consent of the Employer in writing.

4.21 Contractor's Use of Employer's Documents

As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Employer's Requirements and other documents made by (or on behalf of) the Employer. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract.

They shall not, without the Employer's consent, in writing, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

4.22 Compliance with Laws:

4.22.1 The Contractor shall, in performing the Contract, comply with all applicable Laws.

4.22.2 The Contractor shall give all notices, pay all taxes, duties and fees, and obtain all permits, licenses and approvals, as required by the Laws in relation to the execution and completion of the requisite services. Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so.

4.22.3 The contractor shall abide by and comply with all the relevant laws and statutory requirements covered under Labour Act, Minimum Wages and Contract Labour (Regulation & Abolition Act 1970), etc. with regard to the personnel engaged by him.

4.22.4 The persons supplied by the contractor should not have any adverse Police records/criminal cases against them. The antecedents of staff deployed shall be got verified by the contractor from local police and an undertaking in this regard to be submitted to the Directorate.

4.23 Performance Guarantee: Within 15(fifteen) days after the award of work order on GeM portal, the Contractor shall furnish a Contract Performance Guarantee in the form of FDR/Bank Guarantee from any Nationalized/RBI approved Bank, in favour of "The Deputy Director General -VTS, Payable at Gandhidham for due performance of the contract valid for 15 months equivalent to the 10 % of the value of the contract or as per GEM whichever is lower . Failure of the Contractor to furnish the required performance guarantee by due date shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

4.24 Contractor's Representative

(a) The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract.

(b) Unless the Contractor's Representative is named in the Contract, the Contractor shall, prior to the Commencement Date, submit to the Employer for consent, the name and particulars of the person, the Contractor proposes to appoint as contractor's Representative. If consent is withheld or

subsequently revoked, or if the appointed person fails to act as Contractor's Representative, the Contractor shall immediately submit the name and particulars of another suitable person for such appointment. In the event of the employer asking the contractor to remove a person from his staff stating the reasons, the contractor shall ensure that the person leaves the site immediately and has no further relations with this work.

(c) The Contractor shall not, without the prior consent of the Employer, revoke the appointment of the Contractor's Representative or appoint a replacement.

(d) The Contractor's Representative shall, on behalf of the Contractor, receive instructions.

(e) The Contractor's Representative may delegate any powers, functions and authority to any competent person, and may at any time revoke the Delegation. Any delegation or revocation shall not take effect until the Employer has received prior notice signed by the Contractor's Representative, naming the person and specifying the powers, functions and authority being delegated or revoked.

(f) The Contractor's Representative and all these persons shall be fluent in the language for communications defined in Sub-Clause "**Law and Language**".

4.25 Responsibility for Accidents:

The Contractor shall be responsible for any accidents or damages that occur to the manpower provided or any damage caused to government property during the execution of services. The Contractor shall restore and make good such injuries or damages at its own expense. No claim shall be made to the Employer.

4.26 Staff:

4.26.1 The personnel engaged should be courteous, disciplined and well mannered.

4.26.2 The contractor shall ensure proper conduct of his person in office premises, and enforce prohibition of consumption of alcoholic drinks, paan, smoking, loitering without work.

4.26.3 The Contractor's Personnel shall be appropriately qualified as per prescribed essential qualifications for the respective post of VTS Manager/Supervisor, skilled and experienced in their respective occupations. The Employer may require the Contractor to remove the person(s) employed on the Site, who:

- (i) Does not possess the essential qualifications and experience.
- (ii) Involved in any misconduct or carelessness.
- (iii) Carries out duties negligently.
- (iv) Fails to conform with any provisions of the Contract.
- (v) Persists in any conduct, which is prejudicial to safety, health, or protection of the environment.
- (vi) Whose integrity is found doubtful
- (vii) Who communicate any information in his possession to unauthorized person.

4.27 No staff shall be utilized to work in shift for more than 8 hours at a stretch. In case of emergencies the staff shall be permitted to continue beyond 8 hours but in no case more than 12 hours at a stretch and not more than two weeks.

4.28 The Contractor shall not recruit, or attempt to recruit, staff from amongst the Employer's Personnel.

4.29 Salary, housing, transport to the staff deployed for VTS Operation shall be responsibility of the Contractor

4.30 The Directorate shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract.

4.31 Contractor shall not change the staff without prior concurrence of the Employer. If change is unavoidable, concurrence of the Employer shall be taken in advance with reasons of proposed change.

4.32 Termination by Employer

The Employer shall terminate the Contract if the Contractor-

Abandons the service or otherwise plainly demonstrates the intention not to continue performance of his obligation under the Contract, Subcontracts the whole of the service or assigns the Contract without the required agreement, becomes bankrupt or insolvent, goes into liquidation, has a receiving or administration order made against him, compounds with his creditors, or carries on business under a receiver, trustee or manager for the benefit of his creditors, or if any act is done or event occurs which (under applicable Laws) has a similar effect to any of these acts or events, or gives or offers to give (directly or indirectly) to any person any bribe, gift, gratuity, commission or other thing of value, as an inducement or reward-

- (i) For doing or forbearing to do any action in relation to the Contract, or
- (ii) For showing or forbearing to show favour or disfavor to any person in relation to the Contract, or
- (iii) If any of the Contractor's Personnel, agents or Subcontractors gives or offers to give (directly or indirectly) to any person any such inducement or reward as is described in this sub-paragraph. However, lawful inducements and rewards to Contractor's Personnel shall not entitle termination.

In any of these events or circumstances, the Employer may, upon giving 15 days' notice to the Contractor, terminate the Contract and expel the Contractor from the Site. However, in the case of sub- paragraph (c) & (d), the Employer may by notice terminate the Contract immediately.

The Employer's election to terminate the Contract shall not prejudice any other rights of the Employer, under the Contract or otherwise. After termination, the Employer may complete the Works and/or arrange for any other entities to do so.

4.33 Employer's Entitlement to Termination

The Employer shall be entitled to terminate the Contract, at any time for the Employer's convenience, by giving notice of such termination to the Contractor. The termination shall take effect 15 days after the dates on which the Contractor receives this notice.

4.34 Risk and Responsibility

- (a) The Contractor shall indemnify and hold harmless the Employer, the Employer's Personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of Bodily injury, sickness, disease or death, of any person whatsoever during execution of work or breach of the Contract by the Employer.
- (b) The Contractor shall be bound to carry out the instruction given by the Directorate from time to time.
- (c) The contractor shall ensure that its personnel shall not at any time, divulge or make known any trust, disclose to any person any details of office, operation process, technical know-how, security arrangements, administrative/organizational matters which they came across during performance of their official duties in the Directorate.
- (d) The contractor's personnel shall not claim any benefit/compensation/ absorption/regularization of services from/in this Directorate under the provisions of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the persons to this effect shall be required to be submitted by the contractor to this Directorate.
- (e) The Contractor shall be responsible to maintain all property and equipment of the Directorate entrusted to it for carrying out operation.
- (f) If the Directorate suffers any loss or damage on account of negligence, default or theft on the part of the employees/agents of the agency then the contractor shall be liable to reimburse to the Directorate for the same.
- (g) The Directorate shall not be liable for any loss/damage to their personal belongings or vehicles of the personnel of the contract.

4.35 Insurance against Accident etc. to Workmen

The Contractor shall insure and shall maintain insured against his liability under Clause "**Risk and Responsibility**" and shall from time to time when so required by the Employer produce the policy and the receipts for the premium for satisfactory evidence of insurance cover. The terms of any such policy shall also include the Provision to indemnify the Employer provided always that in respect of any persons employed by any Sub-contractors, the contractor's obligation under this sub

clause shall be satisfied if the sub-contractor shall have insured against the liability in respect of such persons in such manner that the Employer is indemnified under the policy, but the Contractor shall require such sub-contractor to produce to the Employer, when required the policy, the receipt for the premium for satisfactory evidence of insurance cover.

4.36 Remedy on Failure to Insure

If the Contractor shall fail to effect and keep in force the insurances referred to in these conditions, the Employer may effect and keep in force any such insurance and pay such premium as may be necessary for the purpose and from time to time deduct the amount so paid by the Employer from any money due or which may become due to the Contractor under the contract or recover the same as a debt from the contractor.

4.37 Force Majeure

4.37.1 Definition of Force Majeure

In this Clause, "Force Majeure" means an exceptional event or circumstance- Which is beyond a Party's control, Which such Party could not reasonably have provided against before entering into the Contract, Which, having arisen, such Party could not reasonably have avoided or overcome, and Which is not substantially attributable to the other Party.

Force Majeure shall include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:

- (i) War, hostilities (whether war be declared or not), invasion, act of foreign enemies with India
- (ii) Rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war,
- (iii) Riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel and other employees of the Contractor and Sub-contractors,
- (iv) Munitions of war, explosive materials, ionizing radiation or contamination by radio-activity, except as may be attributable to the Contractor's use of such munitions, explosives, radiation or radio-activity, and
- (v) Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity.

4.37.2 Notice of Force Majeure

If a Party is or will be prevented from performing any of its obligations under the Contract by Force Majeure, then it shall give notice to the other Party of the event or circumstances constituting the Force Majeure and shall specify the obligations, the performance of which is or will be prevented. The notice shall be given within 15 days after the Party became aware, or should have become aware, of the relevant event or circumstance constituting Force Majeure.

The Party shall, having given notice, be excused performance of such obligations for so long as such Force Majeure prevents it from performing them.

Notwithstanding any other provision of this Clause, Force Majeure shall not apply to obligations of either Party to make payments to the other Party under the Contract.

4.37.3 Duty to Minimize Delay

Each Party shall at all times use all reasonable endeavors to minimize any delay in the performance of the Contract as a result of Force Majeure.

A Party shall give notice to the other Party when it ceases to be affected by the Force Majeure.

4.38 Arbitration:

In the event of any question, dispute or difference arising under these conditions or in connection with this contract (except as to any matter the decision of which is specially provided for by these conditions) the same shall be referred to the sole arbitration of the Director General of Lighthouses and Lightships or some other person appointed by him. It will be no objection that the arbitrator is a Government Servant that he had to deal with the matters to which the contract relates or that in the course of duties as a government servant he has expressed views on all or any of the matters in the dispute or differences. The award of the arbitrator shall be final and binding on the parties to this contract.

4.39 Litigation

Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required at the risk and cost of the Contractor.

4.40 Extra Work

No claim for extra work shall be entertained except where such extra work has been authorized in writing by the DDG-VTS or his authorized representative.

4.41 Interest on money due to the Contractor:

The Contractor shall not be entitled to interest or damage for loss of interest upon any amount lodged as deposits with the Department or upon payments in arrears or upon any balance, which may, on the final settlement on their account, be due to him/them.

4.42 At any time prior to the deadline for submission of Bids, the Employer may for any reason, whether at his own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendment.

4.43 The amendment shall be part of the bid document and will be uploaded as corrigendum on website GeM.

4.44 In case of award of contract, the successful bidder required to make sure that the residence of the provided manpower should be with in Gandhidham/Adipur area so that in emergency the concerned manpower may reach to the site within 45 minutes.

4.45 The contractor shall deploy his personnel only after obtaining the approval from DDG-VTS, duly submitting requisite documents required for fulfilling the essential qualification including experience for the service to be carried out. In general approval shall be taken from the DDG-VTS one month in advance. However, in case of urgent requirement the approval can be considered case to case basis.

4.46 The EMD of the successful Bidder as well as unsuccessful bidders shall be returned without any interest after finalization of the tender.

Dy. Director General

Section-V

Special Conditions of the Contract

The Bidders shall read the following instructions carefully before submitting this quotation :

- 5.1** The Master Control Centre, Kandla shall be managed with 01 VTS Manager (General Shift) and 01 VTS Supervisors in each shift (three shifts of 8 hours duration) round the clock (24x7) i.e. total 03 VTS Supervisors are required to man MCC Kandla round the clock per day. The area, under VTS-GoK supervision, is divided into four sectors managed by four VTS Operators, round the clock (24x7).
- 5.2** The rates quoted shall be inclusive of providing services of VTS Manager and Supervisors including all wages + Transportation+ Logistics+ Uniform+ Reliever + Service Charge + GST etc.
- 5.3** The VTS Manager and VTS Supervisors should stay in the vicinity of Gandhidham so that in case of emergency, they should be in position to report for duty within 45 minutes.
- 5.4** They should be available on mobile phones at all times and the contact numbers of each of them to be shared by bidder to this office. In case of change of manpower, the prior approval shall be taken from DDG-VTS.
- 5.5** The following to be strictly adhered by the VTS Manager and Supervisor whilst on duty:
 - (a) The VTS Manager and Supervisor should wear the uniform (Black trousers and white shirt)
 - (b) No unauthorized use of internet should take place.
 - (c) Recreational use of personal electronic equipment is not permitted in VTS operation room.
 - (d) No-smoking and No- alcohol policies shall be strictly adhered to.
 - (e) No unauthorized equipment is to be used at any time.
 - (f) Recreational reading of newspaper and or magazines is not permitted during duty hours.
 - (g) In case of any grievance by the VTS Manager/Supervisor, the matter would be addressed through proper channel by VTS Supervisor/VTS Manager/Duty Technical Officer/DDG-VTS. Any mis-behavior with any other VTS staff would not be tolerated and the service of the individual will be terminated with immediate effect without further notice.
- 5.6** All the documents to be submitted online shall be signed prior to uploading on GeM portal and original shall be retained with the bidder for future requirement/ clarifications, if any.
- 5.7** No alteration shall be made on the tender documents including the Schedule of items by the Tenderers. Any discrepancies noticed in the tender documents shall be brought to the notice of the concerned official of the DDG-VTS and any written instructions received from the DDG-VTS, as reply will be deemed to have been incorporated herein.
- 5.8** The bid shall be valid for a period of 180 days from the date of submission of the Tender.
- 5.9** Incomplete tenders, conditional tenders, tenders received after the prescribed time and date through courier/ post or by hand, tenders not conforming to the Terms and Conditions prescribed in the Tender Documents and those which are not in the given format shall be rejected.
- 5.10** All the requisite documents shall be uploaded on GeM portal and no physical documents are required to be sent except original copy EMD. Original physical documents (Non-Blacklisting, tender acceptance letter etc.) are required to be submitted at the time of

agreement by L1 bidder.

- 5.11** The DDG-VTS reserves the right to increase/decrease the manpower by 25 % at any stage of contractual period. Contractor shall execute the increase/decrease in quantity at the accepted tender rates only.
- 5.12** If the performance of the VTS Manager and Supervisors is found to be Unsatisfactory/sub-standard, the DDG-VTS or his authorize representative reserves the right to terminate the service without any notice. If the contractor becomes incapable to provide necessary replacement within 15 days, in part or whole of the Contract may get cancelled and get the service executed through alternative means, at the cost of the Contractor, by giving 15 days notice. In such cases, the Contractor should bear all losses that the DDG-VTS may incur on account of the same.
- 5.13 Week-Off/ Leave Entitlements/ Extra Hours:** The week-off/leave entitlements/Extra duty hours of the VTS Manager and Supervisors shall be managed by the agency, as per the IALA and Government of India guidelines/norms. The contractor has to manage MCC Kandla, round the clock with 01 nos. of VTS Supervisors (in each shift) and VTS Manager in General shift. The bidder shall quote the rate taking into account the expenses for extra manpower/hours to ensure the manning of VTS MCC Kandla round the clock. No extra charge shall be paid by the department in either case. The VTS Manager is required work in general shift on all working days except Sundays. 01 VTS Supervisor should be available in each shift.
- 5.14** The contract shall be initially awarded for a period of One year. The contract may be extended for further period of one year on same price, terms and conditions based on satisfactory performance of the contract if agreed by both parties.
- 5.15** Attendance – The VTS Manager and Supervisors has record attendance in biometric system/ Adhaar based biometric system. Manual Attendance will not be accepted under normal circumstance. In case of any Technical issue, recording of manual attendance may be accepted subject to approval of Dy DG VTS
- 5.16** The agency has to submit qualification of VTS Manager and Supervisors prior to deployment for approval. The submitted qualification will be verified as per bid criteria prior to approval for deployment

5.17 FRAMING OF CONTRACT

This contract shall be framed and operated as an Indian Contract in all the respects and in conformity with Indian laws. Law suits and others proceedings arising out of or in connection with the contract works shall be instituted in Courts of Law of Gandhidham, Gujarat.

5.18 PAYMENT CONDITIONS:

Monthly Bills in respect of the subject work, addressed to Deputy Director General, VTS are to be submitted to Dy. Director General, VTS Gandhidham. The payment of which shall be made within 30 days from the date of submission of bills (if found in order) in triplicate. The following documents shall be submitted along-with the monthly invoice: -

- a) Attendance Sheet of respective month duly certified by VTS Manager/VTS Supervisors and counter-signed by the Duty Technical Officer must be submitted along with the bills.
- b) Applicable GST will be paid as per actual.
- c) Payment will be made after deduction IT and GST as per prevailing Govt. norms and penalty, if any.
- d) Applicable GST will be paid as per actual after applicable deductions.

- 5.19 Penalty Clause:** The VTS Manager is required work in general shift on all working days except Sundays. 01 VTS Supervisor should be available in each shift. Since this is operational requirement, absence of Manager and supervisor is not permitted. If due to

some urgent circumstances, the Manager or Supervisor has to absent, replacement should be provided without delay. If the delay happens, the Penalty for delay in providing the services of VTS Manager and Supervisors (in total or part) will be imposed at 0.5% of the amount of the monthly invoice value, for each hour without requiring a notice of default. This amount is limited to a maximum of 10% of the amount of the supply order. If the contractor fails to provide the service thereafter, then their contract may be terminated or the competent authority may take action as deemed fit. During leave period of Manager/Supervisor, replacement should be arranged having essential qualification and experience for carrying out the respective service. Weekly off needs to be given to supervisors as per rules in force without interruption in manning services.

5.20 On account of prevailing income tax rule:

- a) Deductions towards Income tax shall be made at source under the laws in force.
- b) If any money shall, as the result of any instructions from the Labour authorities or claim or application made under any of the Labour laws, or Regulations, be directed to be paid by the Directorate, such money shall be deemed to be payable by the contractor to the Directorate within seven days. The Directorate shall be entitled to recover the amount from the contractor's dues bills or from the Performance Security Deposit.
- c) If as a result of post payment audit any overpayment is detected in respect of service provided, or alleged to have done by the agency under the tender, it shall be recovered by the Directorate from the agency.

5.21 It shall be noted that the price comparison of the bidders shall be made on the total price quoted by the agency.

5.22 The prices quoted by the Bidder and accepted by the Employer shall hold good till completion of the contract period and no additional claims will be admissible on account of any price variation or fluctuation in the market rates.

5.23 Any notified change in the GST/any other Tax (both increase and decrease) shall be on Employer's account. For such claims of variations, the Bidder shall produce the Government notification as documentary evidence.

5.24 The contractor shall pay Income Tax on all payments made to him under the contract. The Income Tax and Surcharge shall be recovered from the contractor from his bills at the appropriate rate as per the relevant provision of prevalent Income Tax Act.

5.25 It shall be accepted as a condition of the contract that the payment of the final bill to the contractor less the withheld amount and his acceptance thereof shall constitute a full and absolute release of the Employer from all further claims by the contractor under the contract.

5.26 RIGHT OF THE EMPLOYER

The Bid documents issued to the intending Bidders, bid terms arrived at during process of clarifications together with the letter of acceptance thereof, shall constitute a binding contract between the successful Bidder and the Employer and shall form the foundation of the rights and obligation on both the parties. If there are varying or conflicting provisions made in any document forming part of the contract, the Employer shall be the deciding authority with regard to the intention/interpretation of the document and his decision shall be binding without any reservations.

5.27 KNOWLEDGE OF THE LAWS OF THE LAND

The Contractor shall keep himself fully informed of all acts and laws of the Union of India and State of Gujarat, all local bye laws, ordinances, rules, regulations and all orders and decree of bodies or, tribunals having any jurisdiction or authority which in any way affect the conduct of the works. Contractor shall at all times, observe and comply with all such laws, ordinances, rules, regulations, orders and decrees, and shall give all notices and pay out of his own money any fees or charges to which he may be liable. He shall protect and indemnify the

Employer against any claim or liability arising out of violations of any such law, ordinances, legislations, order or decree.

Dy. Director General

Section-VI Technical Requirement & Scope of Work

6.1 Technical Requirement

All services shall be performed by persons qualified and skilled in performing such services as per the criteria indicated for each category. The contractor shall get the personnel screened for visual, hearing, gross physical defects and contagious diseases and will provide a certificate to this effect for each personnel deployed. Only physically fit personnel **upto 65 years** of age shall be deployed for duty.

A. VTS Manager (One number)

Essential Qualification:

1. Possess Certificate of Competency (COC) as Master Foreign Going issued by Govt. of India or recognized by Govt. of India and Five years of sea service as officer as per CDC (Continuous Discharge Certificate) of which at least 06 (six) months as Master of Foreign going ship.

OR

Retired captains from Indian Navy possessing certificate of service and have experience of at least 06 (six) months as Master of Foreign going ship.

2. To submit IALA training module C0103-1(Earlier V-103/1) & C0103-2(Earlier V-103/2) certificates at the time of joining and C0103-3(Earlier V-103/3) certificate within three months of joining.
3. Minimum one year of Experience as VTS Manager in any VTS/VTMS/PMS

Desirable Experience –

1. Three years pilotage experience in any port in world would be preferred.

B. VTS Supervisor (Three numbers/Three shifts)

Essential Qualification:

1. Possesses certificate of competency as Master FG/NCV issued Govt. of India or recognized by Govt. Three years sea service as officer as per CDC on FG/ NCV ships are applicable. CDC shall be attached.
2. To submit IALA training module C0103-1(Earlier V-103/1) & C0103-2(Earlier V-103/2) certificates at the time of joining and C0103-3(Earlier V-103/3) certificate within three months of joining.
3. Minimum one year of Experience as VTS Supervisor in any VTS/VTMS/PMS

Desirable Experience

1. One year experience of working a Licensed Pilot in a Port

Note: The essential qualification for VTS Manager/ Supervisor can be relaxed by Dy Director General for experienced candidates i.e., experience as VTS Manager/ Supervisor in any VTS Station only in exceptional cases for which the bidder has to request in advance citing the reasons clearly and the decision of the Deputy Director General shall be final and binding on the bidder.

6.2 Details of Manpower Required at MCC Kandla

All the VTS Supervisors and operators will be placed at VTS Master Control Centre, Kandla under the VTS Manager who will prepare attendance register and duty roster for shift operation. There will be three shifts in a day. Each shift will have one VTS Supervisor and four VTS console operators. The VTS Operators shall be provided through some outsourced agency. The week-off/ leave entitlements/ Extra duty hours of the VTS manager and supervisor shall be managed by the agency, as per the IALA and Government of India guidelines/ norms. The contractor has to manage MCC Kandla, round the clock with 01 no. of VTS Supervisor (in each shift) and VTS Manager in General shift.

Total Manpower Required:

S.N	Position	No. of Positions to be filled
1.	VTS Manager	01 (General Shift)
2.	VTS Supervisor	04 VTS supervisors (03 for performing duty with 01 reliver (01 VTS Supervisor in each shift, total 03 VTS supervisors per day for a period of one year).

6.3 SCOPE OF SERVICES:

6.3.1 DUTIES AND RESPONSIBILITY

The operational staff manning the shift will be responsible for monitoring of the Vessels in the limit of VTS- GOK and will perform VTS operations duty as per prevailing IALA and Government of India norms. They will interact with vessels plying in Gulf of Kutch and various port monitoring stations (PMS) in the Gulf of Kachchh through VHF and ensure smooth movement of vessels. Duties and responsibilities enumerated below for each category are general in nature and will be further guided by the DDG-VTS from time to time.

6.3.2 VTS Manager: VTS Manager will be overall in-charge of operation of the VTS – GOK. He will be responsible to DDG-VTS for satisfactory and efficient operation of the system in order to ensure uninterrupted service of the VTS-GOK.

- (i) His duty hours shall be from 0900/0930 hrs to 1700/1730 hrs, six days a week, with Sunday as the weekly off day, except on national holidays. In case of urgency, he shall be available for VTS operations at any time beyond office hours. Prior permission for short leave during working hours must be obtained from the Deputy Director General and shall be granted only in cases of emergency. For extra duty hours, if required, compensatory leave may be availed by him, subject to the approval of the Deputy Director General.
- (ii) He will prepare duty roster of VTS personnel (VTS Operators and VTS Supervisor) for shift operation.
- (iii) He will be responsible for vessel movements in the entire VTS-GoK area and their proper co- ordination with various PMSs.
- (iv) He will be responsible for regular promulgation of information broadcasts.
- (v) He will be responsible for updating of ENC charts of the areas.
- (vi) He will arrange, in case of any interruption/failure of the navigational aids, for the prompt promulgation of notices to Mariners under the laid down procedure.
- (vii) He shall also ensure to comply with IALA VTS manual 2024 and amendments if any. In case of conflict arising out with SOP, he shall propose necessary amendment/ revision in SOP to DDG-VTS within 30 days of joining and time to time as per requirement.
- (viii) He will perform any other duties as assigned from time to time by DDG-VTS or his representative.
- (ix) Preparation of various types of reports related to VTS.
- (x) Co-ordinate with other stake holders in connection with safety of vessels and security of the nation.

6.3.2 VTS Supervisor

VTS Supervisor on duty shall have oversight of the whole Gulf of Kachchh VTS area and shall maintain a comprehensive “**traffic image**” of the area to ensure the safe and efficient movement of vessel traffic. He will be responsible for vessel movements in the entire VTS-GoK area and their proper co-ordination during the duty hours.

- i) He shall be responsible to VTS Manager and DDG-VTS or his authorized representative for all smooth operation of MCC.
- ii) He will Monitor Vessel Traffic and ensure that the statutory regulations and guidelines are followed.
- iii) He will provide vessels navigating within the VTS-GoK area of responsibility with the necessary information to achieve a safe passage through the area.
- iv) He will ensure that information on weather, tides and other relevant navigational information is promulgated in a timely manner.
- v) He will monitor maximum drafts for the anchorages within the VTS-GoK area.
- vi) He will monitor and report to concerned authorities any situation where non- compliance with regulations, plans and procedures is observed.
- vii) He will maintain log reports and statistics pertaining to events and incidents in the VTS-

GoK area in VTS official log.

- viii) He will supervise the operators during his shift and provide necessary guidance. He will ensure proper operation of Master Control Centre. He will keep the situation awareness updated to VTS Manager at all times.
- ix) All incidents to be reported to VTS Manager and others concerned immediately by telephone/ email after duty hours of VTS Manager.
- x) Any other duties as per IALA guidelines and as assigned from time to time by DDG-VTS.

6.3 Watch changes over process.

6.3.1 Handing/taking over is an important process and it shall be done to the satisfaction of the watch taking over officer.

6.3.2 The person shall not leave the post unless relieved by another qualified person. Taking over team should report 15 minutes prior to commencement of the watch.

6.3.3 The person on duty must not be distracted from his role by other personnel and will not be relieved without the provision of a comprehensive handing-over of information.

6.3.4 System malfunction and the system problems are to be logged in VTS equipment log and signature of the duty technical staff/ officer of this Directorate may be taken.

6.3.5 Ship visits instances to be authenticated by the VTS Manager/ Supervisor on duty.

6.3.6 Deep sea channels buoys to be checked every day and recorded. Any drift/anomaly may be reported.

Dy. Director General

Section VII

EVALUATION CRITERIA OF TECHNICAL BID

7.1 General

7.1.1 The bids of the bidders meeting the eligibility criteria shall be evaluated technically and commercially by a Committee. It is mandatory on the part of the bidder to score a minimum of 80% to qualify for the opening of commercial bid.

7.1.2 The commercial bids of only those bidders shall be opened who are technically qualified. Bidder who has quoted the lowest rates shall be declared successful bidder.

7.2 Technical Evaluation

The Technical Evaluation shall be carried out based on following attributes :

S.No.	Description	Max Marks	Criteria
1	<p>The bidder should have successfully executed/completed similar class of services to any VTS/VTMS/PMS in India over the last seven years ending month prior to the bid opening:</p> <p>(i) Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost:</p> <p>Or</p> <p>(ii) Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost;</p> <p>Or</p> <p>(iii) One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.</p> <p>similar class of services means i.e., Providing services of VTS Manager/ Supervisor to any VTS/VTMS/PMS in India only.</p>	60	<p>(a) 70% marks, if meets eligibility criteria.</p> <p>(b) 100% marks for twice the minimum eligibility criteria.</p> <p>(c) In-between (a) and (b) -on pro-rata basis.</p>
3	The average annual turnover during the last three years (ending 31st March 2024) shall not be less than Rs 38 Lakhs.	15	
4	Solvency Certificate of Rs 38 Lakhs or more from any Nationalized/Scheduled Bank not older than 03 months	15	
5	Income tax return for last 03 years, ending 31 st March-2024	10	
	Total	100	

Dy. Director General

SECTION VIII

Bill of Quantity/ Schedule of Rates

	Tender Inviting Authority:		DY. DIRECTOR GENERAL OF LIGHTHOUSES & LIGHTSHIPS, DEEP BHAVAN, GANDHIDHAM-370201.				
	Name of Work:		Outsourcing of VTS Manager and VTS Supervisors at Master Control Centre, Kandla (Gujarat) from 1st August 2025 to 31st July 2026.				
	Bidder Name:						
	PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
Sl. No.	Name of Work	Item Description	Qty	Units	Basic Rate (Excluding GST) in Rs. per month	GST @ 18% In Rs.	Total (Including GST)(In Rs.)
1	2	3	4	5	6	7	8
1	Outsourcing Services of VTS Manager for one year	Basic rate for providing 01-VTS Manager at one shift for one year. Rate includes all wages, Transportation, Logistics, Uniform, Relieving, Service Charge including all other charges per year.	12	Per month (Monday to Saturday) Qty- 01 VTS Manager			
2	Outsourcing services of VTS Supervisors for one year	Basic rate for providing one VTS Supervisor in each shift for one year. Rate includes all wages, Transportation, Logistics, Uniform, Relieving, Service Charge including all charges per year.	12	Per Month (For manning 3 shifts per day with 01 supervisor in each shift and 01 reliever to cater weekly off/ leave of the supervisors)			
***Total in Figures			Rupees:				
***Total in Words							

Note:

The month is calendar month only irrespective of no of days. The rate to be quoted per month only.

ANNEXURE - I**TENDER ACCEPTANCE LETTER**

(To be given on Company Letter Head)

Date:

To,

The Dy. Director General - VTS
Directorate of Lighthouses & Lightships,
Deep Bhawan, Plot No.-17,
Sector-8, Gandhidham- 370 201(GUJARAT)

Sub: - Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender/Work: Outsourcing services of VTS Manager and VTS Supervisors for manning Master Control Centre of VTS - Gulf of Kachchh, Kandla (Gujarat).

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely:

as per your advertisement, given in the above-mentioned website(s).

2. I/We hereby certify that I/We have read the entire Terms & Conditions of the Tender Documents from Page No. ___ to ___ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I/We shall abide hereby the terms/conditions/clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/organization too have also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender condition of above-mentioned tender document(s)/corrigendum(s) in its totality/entirety.

5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said Earnest Money Deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

<p>भारत सरकार पत्तन, पोत परिवहन और जलमार्ग मंत्रालय दीपस्तंभ और दीपपोत निदेशालय दीपभवन" प्लाट नं.17, सेक्टर-8 वी.टी.एस निदेशालय, गांधीधाम, गुजरात-370201</p>		<p>Govt. Of India Ministry of Ports, Shipping and Waterway Directorate of Lighthouses & Lightships "Deep Bhavan" Plot No. 17 Sector – 8 V.T.S. Directorate, Gandhidham, (Gujarat)-370201</p>
<p>ईमेल: dydgvyts@gmail.com / dte-vts@nic.in</p>	<p>Tele /Fax: 02836-266410/400</p>	

सं. ESTVTS-04004(01)/1/2020-Estb

दिनांक: 13.06.2025

Corrigendum

Refer to the bid no. GEM/2025/B/6307754 dated 04-06-2025 for Outsourcing services of VTS Manager and VTS Supervisor for operation of VTS GoK at Master Control Centre, Kandla (Gujarat) from 1st August 2025 to 31st July 2026.

In this context following corrigendum is hereby issued: -

Clause No.	Existing:	To be Read as:
6.1 (A)	<p>VTS Manager (One number)</p>	<p>VTS Manager (One number)</p>
	<p>Essential Qualification: 1. Possess Certificate of Competency (COC) as Master Foreign Going issued by Govt. of India or recognized by Govt. of India and Five years of sea service as officer as per CDC (Continuous Discharge Certificate) of which at least 06 (six) months as Master of Foreign going ship.</p> <p style="text-align: center;">OR</p> <p>Retired captains from Indian Navy possessing certificate of service and have experience of at least 06 (six) months as Master of Foreign going ship.</p> <p>2. To submit IALA training module C0103-1(Earlier V-103/1) & C0103-2(Earlier V-103/2) certificates at the time of joining and C0103-3(Earlier V-103/3) certificate within three months of joining.</p> <p>3. Minimum one year of Experience as VTS Manager in any VTS/VTMS/PMS</p> <p>Desirable Experience: 1.Three years pilotage experience in any port in world would be preferred.</p>	<p>Essential Qualification: 1. Possess Certificate of Competency as Master FGM issued by Govt. of India or recognized by Govt. of India and Five years of sea service as officer per CDC (Continuous Discharge Certificate) of which at least 01 tenure in Command(as Master) of Foreign Going Ship. CDC shall be attached. OR Retired Naval officer/Coast Guard Officer possessing certificate of service and have experience of at least 01 tenure in command(as Master) of any naval ship/Coast Guard Ship/foreign going ship.</p> <p>2. To submit IALA training module C0103-1(Earlier V-103/1) & C0103-2(Earlier V-103/2) certificates at the time of joining and C0103-3(Earlier V-103/3) certificate within three months of joining.</p> <p>Desirable Experience: 1. Three years pilotage experience in any port in world would be preferred. 2. Experience as VTS Manager in operation of Vessel Traffic Service System.</p>
6.1 (B)	<p>VTS Supervisor (Three numbers/Three shifts)</p>	<p>VTS Supervisor (03 + 01 as Reliever)</p>
	<p>Essential Qualification: 1. Possesses certificate of competency as Master FG/NCV issued Govt. of India or recognized by Govt. Three years sea service as officer as per CDC on FG/ NCV</p>	<p>Essential Qualification: 1. Possesses certificate of competency and Chief mate FG or Master NCV/FG. 2. Three years sea service as officer as per CDC on FGM/ NCV ships are applicable. CDC</p>

	<p>ships are applicable. CDC shall be attached.</p> <p>2. To submit IALA training module C0103-1(Earlier V-1p03/1) & C0103-2(Earlier V-103/2) certificates at the time of joining and C0103-3(Earlier V-103/3) certificate within three months of joining.</p> <p>3. Minimum one year of Experience as VTS Supervisor in any VTS/VTMS/PMS</p> <p>Desirable Experience:</p> <ol style="list-style-type: none"> 1. One year experience of working a Licensed Pilot in a Port. 	<p>shall be attached.</p> <p>3. To submit IALA training module C0103-1(Earlier V-103/1) & C0103-2(Earlier V-103/2) certificates at the time of joining and C0103-3(Earlier V-103/3) certificate within three months of joining.</p> <p>Desirable Experience:</p> <ol style="list-style-type: none"> 1. One year experience of working a Licensed Pilot in a Port. 2. Experience in operation of Vessel Traffic Service system
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The other terms and conditions of the bid remain unchanged.

-Sd-
for Dy. Director General