

**GUIDELINES FOR IMPLEMENTATION OF PROGRAMME ON "PURCHASE OF DEEP SEA FISHING VESSELS FOR FISHING IN ANDAMAN AND NICOBAR ISLANDS" UNDER RASHTRIYA KRISHI VIKAS YOJANA (RKVY)**

S. No.	Particulars	Details
1	Name of the scheme	"Purchase of Deep Sea Fishing Vessels for fishing in Andaman and Nicobar Islands".
2	Pattern of Assistance/ Subsidy	i) 25% of the total cost of the vessel subject to a maximum of Rs.25.00 lakh per vessel. ii) The scheme is Credit linked.
3	Eligibility criteria for availing subsidy.	Individuals/ Self Help Groups/ Joint Liability Groups/ Co-op. Societies/ Co-op. Federation/ Partnership Firms/ Private Limited Companies from A&N Islands.
4	Terms and conditions for sanction of subsidy.	i. The construction/ purchase of the Deep Sea Fishing Vessel should be done with the concurrence of the Financial Institution and the Department of Fisheries, A&N Administration to qualify for getting subsidy. ii. The vessel should be newly constructed/ purchased. The subsidy will not be admissible for purchase of any second hand deep sea fishing vessel / second hand Machineries / Equipments / Spares etc. used for construction of Deep Sea Fishing Vessel. Transportation cost of the vessel from mainland to Port Blair will not be covered for the purpose of subsidy. iii. The vessel should be constructed using Marine grade steel/ wood/ marine grade FRP / Aluminium Alloy as per drawing, design and cost of the vessel approved by the Naval Architect / Financing Institution. Any deviations from the approved layout, drawing and standard should be carried out by obtaining necessary



S. No.	Particulars	Details
		<p>clearance / approval from the Naval Architect / Financing Institution.</p> <p>iv. The overall length (OAL) of the vessel should be minimum of 45 feet and maximum of 65 feet.</p> <p>v. The vessel should be a multipurpose fishing vessel with long lining as one of the main components with provision for trolling/ gill netting/ trawling, etc.</p> <p>vi. The vessel should have facilities for refrigerated sea water tank / brine tank and insulated fish hold.</p> <p>vii. The vessel should be equipped with required life saving, fire control, navigational appliances as per norms for fishing vessels under MS Act. The vessel should also be equipped with fishing equipments.</p> <p>viii. Comprehensive insurance cover should be taken for the vessel including all the Machineries, Equipments fitted onboard before commissioning and commencement of fishing in A&amp;N waters to take care of any unforeseen risk against fire or any natural disaster.</p> <p>ix. Trained personals as per the norms for fishing vessels under MS Act should be engaged for manning the vessel. The fishing vessel shall operate with the base of operation from A&amp;N Islands.</p> <p>x. The subsidy will be admissible for a maximum of 02 (two) deep sea fishing vessels per beneficiary @ of 25% of the cost of each fishing vessel subject to a maximum of Rs 25.00 lakh per vessel and Rs. 50.00 lakh for 02 (two) vessels in case of sufficient number of applicants are not available.</p>

*[Handwritten Signature]*

S. No.	Particulars	Details
		<p>xi. The Govt. subsidy is bank linked. The subsidy @ of 25% of the cost of fishing vessel subject to a maximum of Rs 25.00 lakh per vessel would be extended on the project cost firmed up by the Bank. The transportation/ commissioning/ operational cost of the vessel will not qualify for the subsidy.</p> <p>xii. The subsidy will be sanctioned only after the sanction of loan by the Bank financing the project.</p> <p>xiii. The construction/ purchase of the vessel should be completed within 09 months from the date of sanction of loan by the Bank.</p> <p>xiv. The beneficiary shall obtain required clearances from all concerned Departments / agencies for operation and commissioning of the fishing vessel.</p> <p>xv. The beneficiary shall furnish agreement and undertaking in the prescribed format before release of the subsidy.</p>
5	Procedure for sanction and release of subsidy.	<p>i) Inviting of applications through advertisement by the Department of Fisheries.</p> <p>ii) Receipt of applications in the prescribed format by the Department.</p> <p>iii) Preliminary scrutiny of applications and forwarding of applications to the Bank of the applicant's choice under intimation to the selected applicants to approach the Bank for processing and sanction of loan.</p> <p>iv) Sanction of loan by the Bank under intimation to the Department of Fisheries.</p> <p>v) Sanction of admissible subsidy by the Department of Fisheries and depositing the same in a separate account in the Bank in the</p>



S. No.	Particulars	Details
		<p>name of the beneficiary. This account will be operated only by the Bank.</p> <p>vi) Release of subsidy by the Bank <i>pari passu</i> with the release of loan. Any unspent balance out of subsidy shall be refunded to the Directorate of Fisheries within 30 days of project completion.</p> <p>vii) The applications already received (during the year 2009-10) and forwarded to the Banks by the Department of Fisheries before finalisation of the guidelines would also be considered for extending the subsidy assistance for construction of the vessel.</p>



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### TRIPARTITE AGREEMENT

(To be made in Rs. 10/- non-judicial stamp paper) ✓

This agreement is made this ..... day of ..... 20 .....  
 between Sri/Smt. .... s/o/ w/o/ d/o ..... aged  
 about ..... years, residing at .....  
 ..... / carrying on business in the name and style  
 M/s ..... having its office at  
 ..... Port Blair  
 hereinafter referred to as "**Beneficiary**" (which expression shall unless repugnant to  
 the subject or context or meaning thereof be deemed to include his/ her/ their  
 respective heirs, executors, administrator, legal representatives and assignees) of  
 the FIRST PART, and

The Director of Fisheries, Andaman and Nicobar Administration, Port Blair, herein  
 after referred to as the "**Administration**" (Which expression shall unless repugnant  
 to the subject or context or meaning thereof be deemed to include its successors  
 and assignees) of the SECOND PART, and

.....(Name of the Bank), a body corporate constituted  
 under ..... having its  
 Registered/ Principal Office in Andaman & Nicobar Islands at  
 ..... and branch office at .....  
 hereinafter referred to as "**the Bank**" (which expression shall unless repugnant to the  
 subject or context or meaning thereof be deemed to include its successors in  
 business and assignees) of the THIRD PART.

#### NOW WHEREAS:

1. The Administration has framed a programme called "**Purchase of Deep Sea Fishing Vessel for fishing in Andaman and Nicobar Islands**" under the Rashtriya Krishi Vikas Yojana – a plan scheme of the Ministry of Agriculture, Govt. of India (herein after referred to as "**the said programme**") with a view to exploit the deep sea fishery resources available in Andaman and Nicobar waters to promote the growth of fishery



industry in Andaman and Nicobar Islands by granting subsidy to the Beneficiary to purchase / construct new deep sea fishing vessels and the said Beneficiary agrees to the terms and conditions laid down under the said programme.

2. Under the said programme, Beneficiary is eligible for subsidy to the extent of 25% of the cost of the deep sea fishing vessel subject to a maximum limit of Rs 25.00 lakh with long lining as one of the main components having provision for trolling/ gill netting/ trawling, etc. The said programme is credit linked.

3. The Beneficiary by his/ her/ their application dated the ..... day of ..... two thousand ..... applied to the Administration for grant of subsidy amounting to Rs ..... (Rupees..... only) for purchase/ construction of one (01) / two (02) new deep sea fishing vessels having the following dimension and particulars:-

Over All Length	:	.....
Breadth	:	.....
Draft	:	.....
Material of construction	:	.....
Main engine (Make / Hp)	:	.....
Fish hold capacity	:	.....

4. The Administration after considering the above application made by the Beneficiary forwarded the application with its annexures to the Bank for consideration for sanction of loan.

5. The Bank considered the application and firmed up the total cost of the project including the cost of the deep sea fishing vessel and fishing equipments as Rs..... (Rupees ..... only).

6. Relying on the aforesaid application and at the request of the Beneficiary, the Bank has agreed to sanction loan of Rs..... (Rupees ..... only) vide sanction letter no..... dated ..... The Bank has also intimated the sanction of loan to the Administration.

7. The Bank loan is payable with interest @ .....% p.a. subject to change from time to time and/ on specific undertaking by the Beneficiary to execute by way of security an equitable mortgage in favour of the Bank

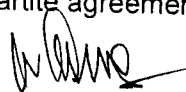


with all the Beneficiary's right, title, interest and also on the undertaking by the Beneficiary that the borrower's right, title and interest shall remain charged/ mortgaged with the Bank on the terms and conditions agreed upon between the Bank and the Beneficiary.

8. The Administration has sanctioned the subsidy for the Beneficiary and agreed to deposit the subsidy amount of Rs..... (Rupees ..... only) being 25% of the project cost vide Administration's order no. .... dated ..... for the construction/ purchase of one/ two new Deep Sea Fishing Vessel from M/s. .... (Name & Address of the Boat Manufacturer).

**NOW THIS AGREEMENT WITNESSETH** and it is hereby agreed by and between the parties here to as under:-

- a) The Beneficiary agrees to construct/ purchase one/ two new Deep Sea Fishing Vessel from M/s. .... (Name & Address of the Boat Manufacturer/ Supplier) in accordance with the drawing, design and cost of the vessel as approved and sanctioned by the Bank within nine months from the date of sanction of loan.
- b) The beneficiary agrees to execute a document hypothecating the Deep Sea Fishing Vessel including the fishing equipments with the Bank in the prescribed form of the Bank and it is also agreed and declared that if the Deep Sea Fishing Vessel has not been purchased and hypothecated as aforesaid within nine month from the date of sanction of loan by the Bank or if the Beneficiary within that period becomes insolvent or dies, the whole amount of the loan and interest accrued thereon shall immediately become due and payable.
- c) At the request of the Beneficiary, the Bank has agreed to sanction loan of Rs..... (Rupees ..... only) payable with interest @ .....% p.a. subject to change from time to time and on the terms and conditions separately agreed between the Bank and the Beneficiary which are consistent with this tripartite agreement.



- d) The Administration agrees to deposit the subsidy amount of Rs..... (Rupees ..... only) with the Bank and the Bank shall maintain a separate account for the Beneficiary and release the subsidy *pari paasu* with the release of loan. This account shall be operated by the Bank and not by the Beneficiary.
- e) The Bank agrees to refund the unspent balance amount of the subsidy if any to the Administration within 30 days of release of final payment of the Beneficiary.
- f) The Beneficiary agrees to purchase/ complete the construction of new deep sea fishing vessel and carry out its commissioning within a period of not more than nine months from the date of sanction of loan by the Bank.
- g) The Beneficiary agrees to inform the purchase / completion of construction and commissioning of new deep sea fishing vessel to the Bank/ Administration within the time prescribed alongwith original bills/ invoices towards the expenditure incurred for the deep sea fishing vessel including the machineries and fishing gears.
- h) The Beneficiary agrees to register the vessel/ obtain fishing license for the vessel and ID cards for crews as applicable under Act/ Regulation/ Rules in force in Andaman & Nicobar Islands.
- i) The Beneficiary agrees not to sell/ transfer/ dispose of the vessel or any part thereof for any reason and the vessel shall continue to be used / operated for at least 3 years in Andaman & Nicobar waters.
- j) The Beneficiary agrees to engage trained personnel as per the norms for manning the vessel of which atleast 60% manpower has to be employed locally from the Andaman and Nicobar Islands.
- k) The Beneficiary agrees to furnish all the information sought by the Administration/ Bank and furnish such other periodical statement in such form and by such dates as may be prescribed by the Administration/ Bank from time to time.
- l) If the Beneficiary fails or neglects to forthwith execute such further documents as may be required by the Administration or to duly comply with any directions given to it by the Administration,

or



If the Beneficiary fails to operate the vessel atleast for three years, the Beneficiary agree to repay the whole subsidy amount with interest thereon @ of 14% (fourteen percent) per annum or such other higher rate as the Administration may decide from time to time from the date of disbursement of the subsidy till the re-payment.

- m) Whenever any amount due and payable by the Beneficiary under these presents shall be in arrears, the same shall without prejudice to any other right and remedies of the Administration be recoverable from the Beneficiary in the same manner as an arrear of the land revenue under the law for the time being in force in that behalf.
- n) The Beneficiary agrees to permit any person or persons authorized by the Administration/ Bank in that behalf at any time and from time to time during the usual time of the business, to inspect and examine any part of the vessel and shall render to him / them such assistance as may be required for the purpose aforesaid. The Beneficiary agrees to furnish the Administration/ Bank or to such person or persons as aforesaid all such information relating to the said vessel as may be required by such person or persons.
- o) The Beneficiary agrees to observe and perform all instructions and directions that may be issued from time to time by the Administration/ Bank in relation to utilization of the said sum of Rs..... (Rupees..... only) and shall for three years herein after submit to the Administration yearly / periodical progress report on the working of the vessel at the time and in the form prescribed by the Administration or any of his authorized representatives.
- p) In the event of any dispute or difference arising between the parties here to in respect of or in relation to this agreement or any provisions herein contained during the subsistence of this agreement, the same shall be referred to the Sole Arbitrator appointed by the Lt. Governor, Andaman and Nicobar Islands, under the provisions of the Arbitration and Conciliation Act 1996. The Arbitration proceedings shall be held at Port Blair.



- q) The Beneficiary hereby agrees to bear and pay all the cost/ charges and the expenses incidental to the preparation and the execution of this agreement.
- r) The Beneficiary hereby agrees to authorize the Administration to pay directly to the Bank out of the subsidy amount sanctioned by the Administration such amount due to be paid to the Bank towards loan alongwith interest, granted by the Bank for purchase/ construction of new deep sea fishing vessel for which the subsidy is sanctioned.

IN WITNESS WHEREOF the parties herein below have executed these presents on the day, month and year first above written.

Signed and delivered  
(Name & Signature of the Beneficiary)  
For and behalf of  
M/s .....  
(Seal)

In the presence of  
1.  
2.

Signed and delivered for and on behalf of  
(Name & Signature)  
Director of Fisheries  
Andaman and Nicobar Islands,  
Port Blair  
(Seal)

In the presence of  
1.  
2.

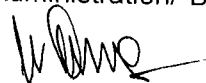
Signed and delivered for and on behalf of  
(Name & Signature)  
(Name & Address of the Bank)  
(Seal)

In the presence of  
1.  
2.



**UNDERTAKING ON RS. 5/- NON JUDICIAL STAMPED PAPERS**

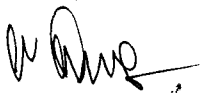
1. I/ We hereby undertake to construct/ purchase one/ two, new Deep Sea Fishing Vessel from M/s. ....  
(Name & Address of the Boat Manufacturer) in accordance with the drawing, design and cost of the vessel as approved and sanctioned by the Bank within nine months from the date of sanction of loan.
2. I/ We hereby undertake to execute a document hypothecating the Deep Sea Fishing Vessel including the fishing equipments with the Bank in the prescribed form of the Bank and declared that if the new Deep Sea Fishing Vessel has not been purchased and hypothecated as aforesaid within nine month from the date of sanction of loan by the Bank or if the Beneficiary within that period becomes insolvent or dies, the whole amount of the loan and interest accrued thereon shall immediately become due and payable.
3. I/ We hereby undertake to purchase/ complete the construction of new deep sea fishing vessel and carry out its commissioning within a period of not more than nine months from the date of sanction of loan by the Bank.
4. I/ We hereby undertake to inform the purchase / completion of construction and commissioning of new deep sea fishing vessel to the Bank/ Administration within the time prescribed and in such form alongwith original bills/ invoices towards the expenditure incurred for the deep sea fishing vessel including the machineries and fishing gears.
5. I/ We hereby undertake to register the vessel/ obtain fishing license for the vessel and ID cards for crews as applicable under Act/ Regulation/ Rules in force in Andaman & Nicobar Islands.
6. I/ We hereby undertake not to sell/ transfer/ dispose of the vessel or any part thereof for any reason and the vessel shall continue to be used / operated for at least 3 years in Andaman & Nicobar waters.
7. I/ We hereby undertake to engage trained personnel as per the norms for manning the vessel of which atleast 60% manpower has to be employed locally from the Andaman and Nicobar Islands.
8. I/ We hereby undertake to furnish all the information sought by the Administration/ Bank and furnish such other periodical statement in such form and by such dates as may be prescribed by the Administration/ Bank from time to time.



9. I/ We hereby undertake to permit any person or persons authorized by the Administration/ Bank in that behalf at any time and from time to time during the usual time of the business, to inspect and examine any part of the vessel and shall render to him / them such assistance as may be required for the purpose aforesaid. The Beneficiary agrees to furnish the Administration/ Bank or to such person or persons as aforesaid all such information relating to the said vessel as may be required by such person or persons.
10. I/ We hereby undertake to observe and perform all instructions and directions that may be issued from time to time by the Administration/ Bank in relation to utilization of the said sum of Rs..... (Rupees..... only) and shall for three years herein after submit to the Administration yearly / periodical progress report on the working of the vessel at the time and in the form prescribed by the Administration or any of his authorized representatives.
11. I/ We hereby undertake to obtain comprehensive insurance cover for the vessel including all the Machineries, Equipments fitted onboard the vessel, before commissioning and commencement of fishing in A&N waters to take care of any unforeseen risk against fire or any natural disaster.
12. I/ We hereby undertake to authorize the Administration to pay directly to the Bank out of the subsidy amount sanctioned by the Administration such amount due to be paid to the Bank towards loan alongwith interest, granted by the Bank for purchase/ construction of new deep sea fishing vessel for which the subsidy is sanctioned.
13. I/ We hereby undertake that the subsidy shall be adjusted *pari passu* with the loan, in respect of assistance from Govt.
14. I/ We undertake that if the Administration ultimately decides for any reason whatsoever, that I/we are not entitled for the payment of subsidy in full or part, the amount found to be inadmissible would be refunded to the Administration within one month.
15. I/ We undertake to bear and pay all the cost/ charges and the expenses incidental to the preparation and the execution of this agreement.

Place :

Dated :



Signed and delivered  
(Name of the Beneficiary)  
For and behalf of

M/s .....  
(Seal)

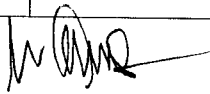
**APPLICATION FOR AVAILING SUBSIDY FOR  
CONSTRUCTION/ PURCHASE OF NEW DEEP SEA FISHING VESSEL  
UNDER RASHTRIYA KRISHI VIKAS YOJANA (RKVY)**

1.	Name of the applicant	:	
2.	Father's Name	:	
3.	Permanent Address	:	
4.	Address for communication (Phone No., E-mail ID if any)	:	
5.	Whether residing in the islands or not? If so enclose documentary evidence.	:	
6.	Brief profile of the applicant (enclose copy of MOA / Bye- Laws and Audited Statement of Accounts upto last financial year in case of registered Companies and Societies).	:	
7.	Detail of vessel for which assistance is sought  i) Length (In meters) ii) Breadth (In meters) iii) Depth (In meters)	:	
8.	Make of the vessel - FRP/ Wooden/ Steel/ Aluminium	:	
9.	Technical specifications of the vessel (Please see Annexure)	:	
10.	Type of vessel (Long liner/ Purse Seiner/ Trawler/ Multipurpose)	:	

Contd...2



11.	Cost of the Vessel (Please enclose the document in support of the proposed cost of each item from the manufacturer/ supplier)	:	
12.	Total No. of vessels proposed for construction / purchase	:	
13.	Location of construction yard a) Name of the yard b) State c) District d) Tehsil e) Revenue Village		
14.	Details regarding assistance for construction of the vessel a) Applicant's contribution (Rs.) b) Subsidy required (Rs.) c) Loan (Rs.) d) Total (Rs.)		
15.	Whether any financial tie up has been made for availing bank loan. If so, provide the details	:	
16.	Whether the applicant is in default of payment to any financial institution / State / UT Govt. for any loan / assistance availed earlier. If so, provide details and reasons for default.	:	
17.	Whether the proposed design of the vessel is certified by the competent authority (CIFT / Certified Engineer). Enclose detailed certified drawing.	:	
18.	Expected date of commencing the construction of the vessel.	:	



19.	Expected date of completion of the construction work.	:	
20.	Enclosed a detailed project report for the proposed project	:	
21.	Any other information		

**NB** : This application is not a commitment on the part of the Government to disburse subsidy to the applicant for construction / purchase of Deep Sea Fishing Vessel.

**DECLARATION BY THE APPLICANT**

I, do hereby certify that the particulars given in the application and the papers appended thereto are true to the best of my knowledge and belief. I hereby undertake to provide wherever additional particulars that may be called for by the Department of Fisheries, Andaman and Nicobar Administration in connection with this application.

Place :

Date :

**Name and Signature of the applicant**



**TECHNICAL SPECIFICATION OF FISHING VESSEL**

<b>Vessel Particulars</b>	<b>Specifications</b>
Length	
Breadth	
Depth	
Engine (Model and BHP)	
Gear Box	
Fish hold capacity (cu. Mtrs.)	
Propeller Shaft Assemblies	
Stern Gear Assemblies	
Radar and Steering System	
Batteries and Cable	
Navigation equipments (Compass, GPS, VHF, Fish Finder, Echo-sounder)	
Anchor	
Cap. of Fuel oil tank (in ltrs.)	
Cap. of Freshwater tank (in ltrs.)	
Life Saving Equipments (in Nos.) (Life Jacket, Life Buoyes and Raft)	
Seawater pump (in Nos.)	
Bilge Water Pump (in Nos.)	
Deck Hand Pump (in Nos.)	
Exhaust systems	
Fishing gear (Gill net in kgs, hook and line with no. of hooks trawl net, purse-seine net and any other gear)	
Fishing gear equipment (Main drum/long line hauler/winch/others)	



Contd...2

:2:

<b>Vessel Particulars</b>	<b>Specifications</b>
Electrical fitting works	
Speed of the vessel (in knots)	
Catch Preservation Method	
Endurance	
Crew complement	
Fuel consumption	

Note: Enclose a certified copy of the drawing of the vessel based upon above specifications from a Naval Architect and invoice from the manufacturer/supplier indicating item wise cost of the vessel.

**Signature of Applicant**

