



PARADIP PORT TRUST
MARINE DEPARTMENT

No.:MD/ACCTS-WK-R-7/2020/ 524

Dated, the 10th May 2021

To

M/s.IN Machineries & Equipments (P) Ltd.,
454, Bijaychandrapur, Tarinigada,
Paradip Port, Paradip - 754142

Sub: Work Order for "Manning, Operation & Maintenance of Port Crafts ML KALI, 300 Ton Reception Barge and Pollution Control Equipment for a period of 05 (five) years".

Ref: This Office E-Tender Call Notice No:MD/ACCTS-WK-R-7/2020/104 Dt.28.01.2021 bearing Tender ID No.2020_MoS_605624_1

Dear Sirs,

With reference to the above, it is to intimate that the Competent authority of PPT has accepted your price offer of Rs.1,73,40,000/- (Rupees One Crore Seventy-three Lakhs Forty Thousand only) Plus GST towards "Manning, Operation & Maintenance of Port Crafts ML KALI, 300 Ton Reception Barge and Pollution Control Equipment for a period of 05 (five) years" as per the scope of work as attached at Annexure-I under the following terms & conditions:

TERMS & CONDITIONS

01. **SUBMISSION OF SECURITY DEPOSIT:**
The Bank Guarantee bearing No.122GT02211200001 Dt.30.04.2021 for Rs.5,20,200/- Valid till Dt.27.08.2026 submitted by you, which is 3% of contract value, has been accepted and shall be kept with PPT as Security Deposit (SD).
02. **SIGNING OF AGREEMENT:**
You are requested to sign the agreement in a non Judicial stamp paper of Rs.100/- within 15 days from the date of receipt of this Work Order.
03. **COMMENCEMENT OF WORK AND CONTRACT PERIOD:**
Contract period for this tender is for a period of 05 years. However, as per requirement of PPT, the duration of contract may be extended for further periods on the sole discretion of PPT for smooth marine operations. You shall mobilize the required manpower, equipment and machineries and must commence the work within 15 days from the date of issue of the work order. If you do not commence the work with effect from 16th day from the date of issue of work order then the contract shall be cancelled, the Security Deposit shall be forfeited and you shall be blacklisted from participating in any tender of PPT for a period of 2 (two) years.
04. **Inspection:**
The entire work shall be carried out under the supervision of Marine Engineer, PPT / Chief Officer (F), PPT.
05. **Payment terms:**
Payment shall be made at the end of each calendar month, after submission of bills. The bill shall be submitted in duplicate. Payment shall be made within 15 days from the date of submission of bill clear in all respects. However if payment of bill is delayed after 15 days for any reasons, you shall not be entitled for claiming any interest. Payment shall be made in Indian Rupees only through bank transfer i.e RTGS/ e-transfer.

Contd.....P/2.



PARADIP PORT TRUST
MARINE DEPARTMENT

:: 2 ::

06. **PENALTY:** If the ML Kali is non-operational and / or unavailable and Deputy Conservator is denied use, penalty will be levied from the time and date of such non-operational / unavailability after allowing any down time to the credit of the Contractor up to the time and date of break down / non-operation as follows, in addition to non-payment of daily charges :

From the time and date of such non-availability / non-operation - 15% of charges per day on Pro-rata basis up to 14 days.

15 to 21 days 30% of charges per day on Pro-rata basis

Beyond 21 days 50% of charges per day on Pro-rata basis

In case ML Kali is not available beyond 60 days and if further extension is not allowed by PPT on payment of penalty then the contract is liable to be terminated. In case of termination of the contract, the down time to the credit of the Contractor will lapse and in case the downtime availed is in excess of the downtime credited at the beginning of the year the penalty as above will apply.

07. **DOWNTIME:** You shall be allowed down time for 12 days in a year towards maintenance of the vessel. You will have to accommodate all repairs as well as major repairs, if any, excluding dry docking / repairs period, within the said downtime period of 12 days in a year. Provided always you will have to intimate the DEPUTY CONSERVATOR in writing well in advance about the same. During the contract period when vessel is out of commission with valid permission from DEPUTY CONSERVATOR for maintenance and repairs at your request, you shall be paid full charges limited to down time period. If the full down time period for the year is not utilised then the same can be carried forward for the next year and so on.

08. **FORCE MAJEURE:**

- i) In the event of either party being rendered unable by force majeure to perform obligation required to be performed by them under the Contract, the relative obligation of the party affected by such force majeure, shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties. If any major damages occur to the assets of the Board due to force majeure then repairs of the same shall be undertaken by PPT.
- ii) The term "Force Majeure" as employed shall mean acts of God, War, Revolt, Riot, Cyclone, Fire, pandemics (not caused by negligence of the Contractor's employee) strike when the same is not limited or attributable solely to Contractor's employees. Provided always that upon occurrence and such cause and upon it's termination the party alleging that it has been rendered, unable, as aforesaid, to perform his duty as per CONTRACT, shall notify the other party in writing immediately but not later than 48 (forty-eight) hours of the alleged beginning and ending thereof, giving full particulars thereof and satisfactory evidence in support of his claim. Failure to do so may liable the party being denied of the shelter of the "Force Majeure" clause.
- iii) In case PPT instruct not to operate any vessel due to any inclement weather or any other emergency then the firm shall secure the vessels properly and keep proper watch and ward for the safety of vessels and applicable charges shall be paid.

Contd.....P/3.



PARADIP PORT TRUST
MARINE DEPARTMENT

11 3 11

09. **RESPONSIBILITY FOR EXECUTING CONTRACT:**

- i) The Contractor will be entirely responsible for the execution of the contract in all respects according to the terms and conditions as specified in the tender. The contractor should follow all the latest labour rules as per the Central / state Government circulars / orders. The contractor shall have to pay the EPF / ESI as per the rules during the contract period for the workers deployed for this contract.
- ii) **PERSONAL PROTECTIVE EQUIPMENT: (PPE):** The tenderer shall be solely responsible, at his own cost, for the supply of required PPE to his workers and staff and he shall also ensure the use of PPE such as helmets, safety shoes, nose masks, hand gloves etc. by his staff at site.
- iii) The Contractor shall not sublet the whole OR PART of work except where otherwise allowed to do so. If any work is allotted to sub contractor, then, for any liability or obligation under the contract, the contractor shall be responsible for the defaults and neglects of any sub-contractor, his Agent, Servant or Workmen.

10. **TERMS OF OPERATION:**

- i) Prior to commencement of the contract period a joint inspection would be carried out with Contractor's representative and representatives of DEPUTY CONSERVATOR and each and every movable /immovable item on board the vessel shall be accounted for and recorded under joint signature and their condition noted for record. At the end of the contract period the said list shall be cross checked and if any item of material is found to be missing or in such state which cannot be attributed to normal wear & tear as compared to the condition in which it was handed over, the cost of such damage to the property shall be assessed by the representatives of DEPUTY CONSERVATOR **then recovery will be made from outstanding dues of the contractor.**
- ii) Supply of Fuel (HSD) for operation of the vessel: Fuel shall be supplied by PPT free of cost for operation of the vessel ML Kali and 300 MT barge. However Lubricants and grease shall be on the account of contractor.
- iii) The firm shall be allowed down time for 12 days in a year towards maintenance of the vessel. The firm will have to accommodate all repairs as well as major repairs, if any, excluding dry docking / repairs period, within the said downtime period of 12 days in a year. Provided always the firm will have to intimate the DEPUTY CONSERVATOR in writing well in advance about the same.
- iv) During the contract period when vessel is out of commission with valid permission from DEPUTY CONSERVATOR for maintenance and repairs at the request of the contractor, the firm shall be paid full charges limited to down time period. If the full down time period for the year is not utilised then the same can be carried forward for the next year and so on.
- v) Normally the vessel shall required to be ready for operation at one hour notice at the beginning of the shift and at 15 minutes notice during the shift. Should the contractor fail to make the vessel ready for operation, the entire period for which vessel was idle after last operation till her coming back to operation shall be treated as down time of the vessel.
- vi) For late reporting to duty, either the vessel shall be declared out of commission for the day or for the period of default shall be treated as down time, will be the sole discretion of Deputy Conservator, Paradip Port Trust.

Contd.....P/4.



PARADIP PORT TRUST
MARINE DEPARTMENT

:: 4 ::

- vii) If the vessel is declared as out of commission due to fault of the contractor for a period or for a day by Deputy Conservator then no charges will be paid for that period or day.
- VIII) In the event of any deficiencies on the part of crew, availability of the stores, spares, break down of machinery or for damage of hull and other accidents to the vessels due to fault / negligence of firm, no charges shall be payable, except when,
- i) Conditions prevailing in force majeure clause.
 - ii) Deviation from specified duties and exposure to abnormal risk as per the instruction of the Deputy Conservator.
 - iii) Any situation totally beyond the control of the contractor.
 - iv) The vessel has to be laid up due to an accident caused not due to the fault of the contractor.

11. DAILY CHARGES & MODE OF PAYMENT

- i) The firm shall be paid daily charges on monthly basis for 05 year. The above daily charges are inclusive of all Central / State taxes, duties, Insurance etc. but excluding GST which shall be paid extra as per the prevailing rates.
- ii) Daily charges mean the manning and maintenance charges & operation charges of vessel for 24 hours of any day from 0000 hours to 2400 hours. The daily charges shall be paid for the entire period the vessel is in commission and fit for operation. Daily charges shall, however, not be paid when the vessel fails to report for operation within 1 hour of receipt of information. However, in the event of the vessel being unable to operate due to weather conditions, the daily charges shall be paid subject to certification of Paradip Port Trust representative.

12. TERMINATION OF CONTRACT

- i) The contract shall be terminated within the contract period for the reasons of major breach of agreement by giving one month notice along with forfeiture of security deposit.
- ii) During the contract period if the performance of the vessels in the manner in which they are operated is found to be unsatisfactory or if the vessels remains unavailable for a period of more than 60 days in any continuous spell within one year period then the Deputy Conservator shall have the full liberty to terminate the contract by giving three months notice in writing.
- iii) If the contract is terminated due to fault of the contractor, then, the contractor shall be de-barred from participating in any tender of Paradip Port Trust for a period of two years.

13. PORT DUES AND SHORE ELECTRIC POWER, Fresh Water SUPPLY:

The Contractor shall not be required to pay any port dues berth hire charges, shore electric power supply charges, Fresh Water charges during the entire period of contract with respect to the vessel.

14. Completion of Contract:

After successful completion of contract, the firm shall repair all the defects which have occurred during the period of contract and handover the vessels in same condition like at the time of taking over, failing which PPT shall carry out the repairs and deduct the amount from the Security Deposit of the firm.

Contd.....P/5.

15. **Watch & Ward:**

During the execution of the contract, it shall be the responsibility of the contractor to arrange watch and ward of the assets. In case of any theft/loss of PPT property from the vessels, the contractor shall be liable to compensate to PPT.

16. **Insurance & Labour Laws:**

The firm shall have to take insurance covering all the workmen for payment of compensation of Rs.10.00 Lakhs (Rupees Ten lakh) in the event of death or permanent disability resulting from loss of both limbs and Rs.7.00 Lakhs (Rupees Seven lakh) in the event of other permanent disability occurred directly from unintended/ unforeseen occurrences during maintenance, operation. The insurance policy should be applicable for entire contract period. In case the firm is not paid the above stated amount within the reasonable time period then PPT will pay and same shall be recovered from the security deposit of the firm

The contractor shall comply in all respect with all statutes and regulations as may be necessary including State & Central Government laws regarding engagement of labours such as Labour License, EPF, ESI etc. as applicable. PPT shall no way be held responsible for any accident.

17. **Office of Contractor:**

The contractor shall provide & maintain an office at Paradip. Such office shall be opened at all reasonable hours to receive, instructions, notices and other communications. PPT may provide the required accommodation for office and staff depending on the availability. Necessary approved charges for this will have to be paid by the Contractor.

18. **PORT ENTRY PASSES**

Port Entry Passes for the Contractor's crew and staffs against this contract will be provided as per port rules on payment of applicable charges. However, if any change in tariff are made during the contract period, then, only the enhanced amount shall be reimbursed by PPT as per actual.

19. **SUPPLY OF FUEL**

- a) Fuel for operating the vessel's main engines and auxiliary machines and all other machineries / equipment on board the vessel shall be supplied by the owner Free of Cost from time to time as may be required for Keeping the vessel in operating condition round-the-clock during the entire contract period. Such supply shall be made periodically by the owner as per requisition of the firm is to be properly recorded and a Log is to be maintained for consumption of the same on a day-to-day basis. If any point of time it is observed that fuel is being pilfered or removed from the vessel then the contract shall be terminated with immediate effect along with forfeiture of security deposit and also to be black listed for a period of 02 years.
- b) The firm should give at least 5 days' notice for supply of HSD for replenishment of stock.
- c) The firm will have to make necessary arrangement (flexible hose) for receiving the supply of fuel from specified points at their own cost and for which no extra payment will be made.
- d) In case, however, due to reasons beyond its control the OWNER fails to supply the Fuel, it may be required that the contractor procure the same directly from reputed suppliers and in such case, actual cost of the procurement will be reimbursed by the OWNER on production of Bills.



PARADIP PORT TRUST
MARINE DEPARTMENT

6

20. **SAFETY REGULATIONS:**

In respect of all labour directly or indirectly employed in the work for the performance of the CONTRACTOR'S part of this CONTRACT, the CONTRACTOR shall make all safety provisions at his own expense to comply all statutory safety regulations. The CONTRACTOR shall observe and abide by all fire and safety regulations of PPT. Any loss or damage due to fire to any portion of the vessel, equipment and property of OWNER shall have to be repaired or replaced by contractor.

21. **APPEAL:**

The Board and the tenderer shall make every effort to resolve amicably, by direct informal negotiations, any disagreement or dispute arising between them in connection with the contract. However, in case of failure of negotiation, the matter shall be referred to Conciliation Committee. Neither party shall have the right to commence Arbitration to resolve any dispute. All such disputes which could not be settled are subject to the jurisdiction of Courts at Kujang, Jagatsinghpur District and Hon'able High Court of Odisha.

In addition to the above, all other Terms & Conditions of original tender document shall remain valid for this work order.

You are requested to acknowledge receipt and acceptance of the above work order and arrange signing of the agreement at the earliest.

The above has got the e-vetting of F&A Department, PPT on Dt.26.03.2021 and e-approval of Dy. Chairman, PPT on Dt.14.04.2021.

Yours faithfully

10/5/21
Dy. Conservator
Paradip Port Trust

Copy to:

1. All HoDs, PPT / CVO, PPT / Dy. Commandant, CISF Unit, PPT
2. Sr. ME, PPT / OIC, PCC, PPT / ME, PPT / SHS (I/c), PPT / Tug Master Class-I (I/c), PPT / Chief Officer (F), PPT / Communication Officer, PSS, PPT
3. EE, PED (Harbour), PPT / Sr. Asst. Estate Officer, PPT for information
4. The LEO (Central), Paradip / Bill Section, Marine Department, PPT
5. Office Order Guard File.