



PARADIP PORT TRUST
MARINE DEPARTMENT

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No.:MD/ACCTS-WK-R-17/2020/ 582

Dated, the 31st May 2021

To

M/s.Orissa Stevedores Ltd.
OSL Tower, Badapadia
Paradip Port, Paradip - 754142

Sub: Work Order for "Manning, Maintenance and Commercial Operation of Port Craft MPV Pushpagiri on Payment of License Fee for a period of five years".

Ref: This Office E-Tender Call Notice No:MD/ACCTS-WK-R-17/2020/41 Dt.11.01.2021 bearing Tender ID No.2021_MoS_608954_1

Dear Sirs,

With reference to the above, it is to intimate that the Competent authority of PPT has accepted your H-1 offer of license fee payable to PPT of Rs.15,000/- (Rupees Fifteen Thousand only) per day plus GST for the first year of contract and thereafter @2% compound enhancement for the subsequent years towards "Manning, Maintenance and Commercial Operation of Port Craft MPV Pushpagiri on Payment of License Fee for a period of five years" has been accepted under the following terms and conditions:

TERMS & CONDITIONS:

01. **QUOTED RATE OF LICENSE FEE PAYABLE TO PPT:**
For the first year you have quoted an amount of Rs.15,000/- per day. The per day rates for the subsequent years will be calculated with enhancement @ 2% compounding in each year. The total price for entire period of contract i.e. for five years will be calculated by multiplying the per day rate with No. of days in the corresponding year.
02. **SUBMISSION OF SECURITY DEPOSIT:**
The Bank Guarantee bearing No.0835IGPER000721 Dt.21.05.2021 for Rs.8,55,225/- Valid till Dt.19.07.2026 issued by UCO Bank, Paradip, which has been submitted by you is hereby accepted as Security Deposit, which will be kept with PPT till 60 days after completion of contract.
03. **SIGNING OF AGREEMENT:**
You should within 15 days of receipt of this work order, prepare and execute an agreement with the PPT in the prescribed form. The agreement shall be made in two sets, one original and one copy. One copy of the agreement shall be given to you. All the expenses towards preparing the agreement shall be borne by you.
04. **OFFICER IN CHARGE:**
The entire work shall be carried out under the supervision of Chief Officer (Flotilla) / Marine Engineer, Paradip Port Trust.

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05. DATE OF COMMENCEMENT AND CONTRACT PERIOD:

- i) You should deploy the staff for operation within 15 days from the date of issue of this work order.
- ii) The contract period shall commence from the actual date of commencement of work or from 16th day from the date of issue of Work Order whichever is earlier.
- iii) Contract period for this work is for a period of 05 years. However PPT reserves the right to extend the contract for a reasonable period subject to approval of Chairman, PPT. You should 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 you will be liable to pay the license fee from the 16th day onwards failing which the amount shall be recovered from your security deposit.

06. 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 MPV PUSHPAGIRI due to force majeure then repairs of the same shall be undertaken by PPT. If vessel remains non-operational due to force majeure then the firm need not to pay the license fee to PPT but the vessel to be maintained in good operational condition.
- 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 its 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) Notwithstanding anything contained herein above, the Contract period of 5 years will in no way be enhanced by way of operation of the 'Force Majeure' Clause.
- iv) In case PPT instruct not to operate MPV Puspagiri due to any inclement weather or any other emergency and major damage to the Hull not due to contractor fault then firm need not to pay the license fee for that particular period.

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07. SCOPE OF WORK & TECHNICAL SPECIFICATIONS:

Under this contract, Paradip Port Trust shall outsource MPV PUSHPAGIRI having LOA=37.50 Mtrs., LBP=36.00 Mtrs., BEAM(MLD)=9.00 Mtrs. & Depth=4.10 Mtrs. and fitted equipment with other ancillaries as mentioned below on "as is where basis" for MANNING, MAINTENANCE AND COMMERCIAL OPERATION ON PAYMENT OF LICENCE FEE FOR A PERIOD OF 5 YEARS.

Technical specifications of multipurpose vessel MPV PUSHPAGIRI

1	SHIP NAME	M.V PUSHPAGIRI	NOS.
2	YEAR OF BUILT	1999	
3	TYPE OF VESSEL	MULTIPURPOSE VESSEL	
4	PRINCIPAL DIMENSION	LOA 37.5 M & LBP: 36.0 M 9.00 MTRS BEAM (MLD) 4.10 MTRS DEPTH	
5	MAIN ENGINE	EACH OF 350 HP AT 1800 RPM TYPE: KTA 1150M CUMMINS MAKE	02 Nos.
6	MAIN GENERATOR	TYPE: TBD2V12, 300KVA, GREAVES MAKE	01 No.
7	HARBOUR GENERATOR	TYPE: TBD2V6, 15KVA, GREAVES MAKE	01 No.
8	15 TON CRANE	NORLIFT MAKE	01 No.
9	FW PUMP	02 NOS KIRLOSKAR- KCIL 90-4-2 (4STAGE)	02 Nos.
10	SW FIRE PUMP	BE PUMPS	01 No.
11	GS PUMP	BE PUMPS	01 No.
12	FUEL TRANSFER PUMP	GEAR PUMP	01 No.
13	BILGE PUMP	BE PUMPS	01 No.
14	DOMESTIC FW PUMP		01 No.
15	ER ROOM BLOWER		03 Nos.
16	PUMP ROOM BLOWER		01 No.
17	STEERING SYSTEM	HYDRO-ELECTRIC AND MANUAL	01 No.
18	DIESEL ENGINE DRIVEN PORTABLE F.W.PUMP	5HP, KIRLOSKAR make	01 No.
19	ANCHOR WINDLASS		01 No.
FRESH WATER TANKS DETAIL			
20	AFT FW TANK(PORT)	50 TONS	01 No.
21	AFT FW TANK(STBD)	50 TONS	01 No.
22	FWD FW TANK (PORT)	50 TONS	01 No.
23	FWD FW TANK (STBD)	50 TONS	01 No.
24	HOPPER TANK	200 TONS	01 No.
F.O TANKS			
25	PORT TANK CAPACITY	1830 LTRS	10 No.
26	STBD TANK CAPACITY	1830 LTRS	01 No.
27	D/S TANK CAPACITY	2324 LTRS.	01 No.
28	DIESEL OIL Bunker Tank	48 KL	01 No.

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08. TERMS FOR OPERATION AND MANNING:

- A. The vessel MPV PUSHPAGIRI shall be handed over to you on "as is where is" basis.
- B. The Multipurpose Vessel MPV Pushpagiri shall have to be manned under IV Act / Paradip Port Harbour Craft rules 1967 and as amended.
- C. You shall have to collect the freshwater from the designated place connected with meter system reading at PPT harbour on payment of charges in advance as per the scale of rate (SoR) of PPT and supply to the vessels calling at Paradip Port/ Road/ Anchorage at the rate as per applicable scale of rate (SoR) of PPT for supplying through barge and to provide any other services as per the PPT scale of rate.
- D. During the contract period, if the vessel is being used by Paradip Port for supplying fresh water for port craft and dredging of berth faces and any other areas then the charges shall be paid as per Scale of rate of PPT for fresh water and at the rate of Rs.112/- per cu.m for berth face dredging respectively.
- E. In case of emergency, if the vessel is used by PPT or any other firm recommended by PPT then the charges shall be paid as per the applicable scale of rate of PPT.
- F. The conveyance for joining and leaving the vessel, victualing on board, medical expenses, personnel accident insurance & any other expenses for the staff on board will be on contractor's account.

09. WATCH & WARD OF THE VESSEL:

It is primary duty of the contractor to keep watch & ward of the vessel round the clock, after handing over of the vessel to the contractor. In case of loss of any port property, the costs shall be recovered from the security deposit.

10. OFFICE OF THE CONTRACTOR:

The firm has to maintain and man a shore office for liaison with Paradip Port Trust and supervise the work. Such office will be responsible for proper co-ordination to ensure that vessel is available at all times. The office shall also handle all administrative matter and work as local office of the contractor.

11. GENERAL UPKEEP AND MAINTENANCE OF THE VESSEL:

During the entire period the contractor shall be responsible for general upkeep and maintenance of the vessel including all its plants and equipment and all such maintenance work carried out shall be recorded in a log to be maintained on board the vessel and made available for inspection of Senior Marine Engineer / Harbour Master or their authorized representative. Such maintenance shall however not cover items of work which are normally carried out in a dry dock or can only be carried out once the vessel is placed in the dry dock.

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12. TERMS FOR MAINTENANCE:

- A) The firm to carry out maintenance as per the OEM schedule for the machineries and hull, deck, accommodation, engine room and other spaces to be painted at least once in a year including Major overhauling and repairs of machineries such as main engines, Auxiliary engines, electrical system, crane etc for safe working. All the cost of spares and labours shall be borne by the contractor. However, the dry docking repairing cost of the vessel shall be borne by PPT.
- B) Prior to commencement of the contract period a joint inspection would be carried out with the representative of the contractor 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 DEPUTY CONSERVATOR and recovery will be made from the security deposit. Also a joint survey shall be carried out for the fuel oil (HSD) at the time of commencement of contract and the cost of the HSD shall be paid by the contractor at the prevailing rate and similarly after completion of the contract, the cost of HSD shall be reimbursed by PPT at the prevailing rate.
- C) The general maintenance and up keep of the vessel shall be over the following aspects. It should be clearly understood that the list indicated below is only indicative and not exhaustive. All jobs, which are of routine & general maintenance & up keep in nature, will be on contractor's account and no extra payment will be admissible for the same.
- D) All bilges are to be regularly cleaned and it is to be ensured that there is no oil inside the bilges at any point of time. Bilges are to be kept clean. All tanks are to be regularly checked and inspected for any leakages and all fittings such as valves, cocks, gauges, glasses, etc. are to be repaired and maintained as necessary.
- E) At any given point of time the entire accommodation, passage, decks alleyways, engine room, floors, etc. should be cleaned of all rubbish/ garbage. All lights, fans, door locks, taps, etc. are to be in working condition.
- F) Necessary repairing of the fender should be undertaken as and when required for efficient and safe operation.
- G) All mooring gears, fenders, tyre fenders & ropes should be maintained on top order. All mooring ropes or other rope required for safe operation and maintenance are to be procured by the contractor.
- H) Any steel renewal, pipelines, structures above water levels (which can be done in layup berth) deck, engine room, steering room, pump room, water tank etc need renewal (If plate or structure thickness reduced by 20% of original) the firm will change it at his own cost .

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13. MAIN ENGINES, GENERATORS & OTHER MACHINERIES.

- a) The main engines and the auxiliary engines are to be checked in every shift as per manufacture's check list and all consumables (e.g; sump lube oil, filters etc) to be renewed/ replaced as considered necessary.
- b) Regular planned maintenance to be carried out as per OEM instruction.
- c) The heat exchangers, coolers are to be regularly checked, cleaned and de-scaled as per requirement and logged down in the log book.
- d) Gear box for propulsion are to be regularly maintained. Oil to be replaced regularly as per the running hours schedule or time based schedule, whichever is earlier.
- e) Replacement of all running spares at the appropriate time to be carried out regularly and a register to be maintained in engine room particularly for this purpose to be readily available to PARADIP PORT TRUST'S representative at any point of time.
- f) Pumps and their motors are to be overhauled with necessary spares every three year, and work done report to be entered in a register..
- g) Steering gear to be regularly checked and required maintenances to be carried out for zero leaks, smooth and efficient operation. Its hydraulic oil quality to be checked and ascertained for usefulness and accordingly should be replaced.
- h) All other equipment is to be maintained as and when required.
- i) The alternators are to be kept clean & dust free and maintained regularly such as cable connection tightness to be checked, measure reading to be taken at least once every year and recorded in the log book. In every four year all bearings are to be renewed and same to be recorded in the log book.
- j) All pumps in the engine room and Pump room mainly the fresh water supply pumps, cooling pumps, GS pumps, transfer pumps, fire pumps, etc shall be periodically checked and maintained for ensuring its proper functioning during operation.
- k) All electric equipment such as MSB, panel board, consoles, electric motors and all other electric fittings including domestic appliances shall be checked and maintained periodically to ensure its proper functioning. Stocks should be maintained for replacement of spares on board for immediate repair of these items as and when required.

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- l) All deck machineries namely windlass, ventilation fans etc. are to be checked as preventive maintenance. Some of these items are normally not used but periodical drill should be carried out as to check the functioning of the same. Inner trunking surface of the ventilators are to be inspected, de-rusted, scrapped & painted with epoxy primer and finish paint at least once in a year or when ever required. Every 03 year all blowers motors, Anchor motors are to be overhauled with renewal of bearing and re-varnishing or as when required.
- m) Anchor windlass to be checked and operated every month for its proper functioning and log book entry to be made.
- n) Crane has to be checked on daily basis and regular maintenances such as oil renewal, lube oil cooler tubes cleaning to be carried out.

The cost of spares, lubricants, any other materials for the above maintenances including taxes/ duties and transportation/ handling charges will be on contractor account.

In case, it is required to immobilize the vessel for carrying out above repairs, the firm has to take prior permission for laying up the vessel.

14. ROUTINE DRY DOCKING REPAIRS:

Dry docking of the vessel to be carried out by Paradip Port Trust and the cost of such Dry docking repairs will be on the account of Paradip Port trust. But if the vessel is needed to be dry docked due to fault of the contractor then the dry docking repairing cost shall be on the account of contractor.

15. POWER SUPPLY:

Paradip Port Trust shall provide electrical power supply at free of cost while the vessel will be secured at shore from a particular point. The cost of the cable for shore connection shall be on the account of contractor. The firm shall provide sufficient lights in and around of the vessel. Contractor may arrange Fresh Water by tank trucks when PPT unable to supply through pipeline in the Harbour with permission from Harbour Master / Senior Marine Engineer / Dy. Conservator.

16. FRESH WATER SUPPLY:

Paradip Port Trust shall provide fresh water supply through flow meter on payment basis as per scale of rate(SoR) of PPT.

17. 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

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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. Paradip Port Trust shall no way be held responsible for any accident. No labour below the age of eighteen (18) years shall be employed on work.

18. 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 Paradip Port Trust. Before starting the work, CONTRACTOR shall consult safety personnel of OWNER and Deputy Conservator and must make good to the satisfaction of Deputy Conservator. Any loss or damage due to fire to any portion of the work done or to any of the existing property of OWNER shall have to be repaired or replaced by contractor at his own cost.

19. TERMINATION OF CONTRACT:

The contractor, if desire may terminate the contract by giving six (06) months notice only after completion of 02 years from the date of commencement of the contract. However, in case of any major breach of agreement, the PPT shall have the right to terminate the contract by giving one months notice along with forfeiture of Security deposit. Also PPT may black list the firm from participating in any tender of Paradip Port Trust for a period of 2 (two) years

The Board may terminate the contract in whole or in part with forfeiture of Security Deposit:

- i. If the contractor fails to execute the work within the period specified in the contract, or any extension granted by the Board.
- ii. If the vessel remains non operational for a period of more than 30 days at a stretch without permission of Deputy Conservator or due to fault of contractor.
- iii. If the contractor fails to perform any other obligation under the contract and if the contractor does not cure, after receipt of a notice of default, its failure within the time specified in the notice. The notice of default shall specify the nature of default as well as the time within which the default has to be cured by the contractor.

20. PAYMENT OF LICENSE FEE:

The payment by you shall start from the date of actual commencement of the operation of the vessel or from 16th day from the date of issue of work order, whichever is earlier. You have to pay the per day license fee finalised through e-tender cum e-auction on monthly basis on or before the last day of the current month otherwise penalty shall be levied @ 2% per month or part thereof for the delayed period. If the payment of license fee is delayed more than 45 days, the contract will be liable for termination with forfeiture of security deposit.

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The License Fee should be deposited by you into PPT account on monthly basis through NEFT / RTGs / E-Payment with following Account Details after receipt of Invoice from Marine Department, PPT:

Account Details:

A/c. No. : 11116820841
Beneficiary : Paradip Port Trust
Name of Bank : State Bank of India, Paradip
IFSC Code : SBIN0003945

You have to collect the freshwater from the designated place connected with meter system reading at PPT harbour on payment of charges in advance as per the scale of rate (SoR) of PPT and supply to the vessels calling at Paradip Port / road / anchorage at the rate as per applicable scale of rate (SoR) of PPT for supplying through barge and to provide any other services as per the PPT scale of rate.

21. **OBLIGATION OF CONTRACTOR:**

The Contractor shall use the Vessel MPV PUSHPAGIRI for supply of freshwater to the vessels called at Paradip Port, at berth where FW not available by shore pipeline, Anchorages, SPM, Road and any other shipping related purpose.

- (a) In no case, the PPT is liable for idle period of vessel.
- (b) The Contractor shall not sublease the work nor assign the right and interest of this contract nor assume a fresh partner or partners without the written permission of PPT.
- (c) The Contractor shall verify the antecedent of the workmen, from security angle, prior to engaging them for execution of this contract and confirm in writing. The Contractor shall be directly held responsible for any anti national activities carried out by workmen engaged for the work.

22. **PAYMENT OF EPF & ESI:**

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.

23. **PPT's OBLIGATION:**

The Owners obligation will be limited to the followings:

- (a) To supply Fresh Water to Puspagiri through the shore pipeline inside Harbour .
- (b) To allow procurement of Fresh Water by tank truck when PPT is unable to supply Fresh Water through shore Pipelines inside Harbour.

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- (c) To allow vessel MPV PUSHPAGIRI to supply the freshwater to the vessels called at Paradip Port, at berth where Fresh Water is not available by shore pipeline, Anchorages, SPMs, Roads and any other shipping related services.
- (d) To ensure administrative support towards issue of gate passes for the men & materials on payment of required charges.
- (e) To provide electricity free of cost while the vessel is secured at Harbour.
- (f) To provide quarters for the accommodation of officers and staffs of the Contractor subject to availability on payment of rent and acceptance of prevailing terms and conditions by the Contractor.

24. DISPUTE AND APPEAL:

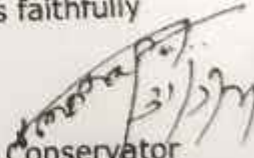
The Board and the tenderer shall make every effort to resolve amicably, by direct informal negotiations, any disagreement or dispute arising between them in connection with the contract. However, in case of failure of negotiation, the matter shall be referred to Conciliation Committee. Neither party 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'ble High Court of Odisha.

In addition to the above, all other Terms & Conditions of original tender document 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 e-vetting / e-Concurrence of F&A Department, PPT on Dt.13.04.2021 and kind e-approval of Chairman, PPT on Dt.03.05.2021.

Yours faithfully


Deputy Conservator
Paradip Port Trust

Copy to:

1. All HoDs, PPT / CVO, PPT / Dy. Commandant, CISF Unit, PPT
2. PS to Chairman, PPT for kind information of Chairman, PPT
3. PA to Dy. Chairman, PPT for kind information of Dy. Chairman, PPT
4. HM, PPT / Sr. ME, PPT / ME, PPT / Tug Master Class-I (I/c), PPT / Chief Officer (F), PPT / Communication Officer, PSS, PPT
5. The LEO (Central), Paradip
6. Office Order Guard File.