



PARADIP PORT AUTHORITY
MARINE DEPARTMENT

No.:MD/ACCTS/WK-R-2/2022/1096

Dated, the 27. October 2022

To

M/s. Sadhav Shipping Ltd.
618, Laxmi Plaza, New Link Road,
Andheri (west), Mumbai - 400053
E-mail ID: info@sadhavshipping.com / paradip@paradip.gov.in

Sub: Work Order for "Providing Assistance for Operation and Maintenance of Floating Crafts for Marine Operations for a period of five (5) years".

Ref: This Office E-Tender Call Notice No:MD/ACCTS-WK-R-2/2022/649 Dt.08.06.2022
(Tender ID No.2022_MoS_693240_1)

Dear Sirs,

With reference to the above, this is to inform that your offer of Rs.4,25,67,720/- (Rupees Four Crores Twenty-five Lakhs Sixty-seven Thousand Seven Hundred Twenty only) plus GST for "Providing Assistance for Operation and Maintenance of Floating Crafts for Marine Operations for a period of five (5) years" has been accepted under the following terms and conditions and as per attached scope of work:

TERMS & CONDITIONS:

01. **SUBMISSION OF PERFORMANCE SECURITY DEPOSIT:** The Bank Guarantee bearing No.0160IPEBG220924 Dt.29.09.2022 for Rs.12,77,032/- (Issued by Bank of India, Mumbai-400001) submitted by you with the office of the undersigned, which is 3% of contract value, has been accepted and shall be kept with PPA as Performance Security Deposit.
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 issue of work order.
03. **DATE OF COMMENCEMENT AND COMPLETION:** You should deploy the workmen and commence the work within maximum 30 (thirty) days from the date of issue of work order and valid for 5 years from the date of commencement.

If you fail to commence the work within the **stipulated period of 30 (Thirty) days**, the contract will be cancelled and performance security deposit shall be forfeited.

04. **Payment terms:** You shall raise the bill on monthly basis as per the actual quantity executed during that month along with copy of proof of wage payment and deposit of ESI & EPF for the deployed manpower. 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, the contractor shall not be entitled for claiming any interest. Payment shall be made in Indian Rupees only.

05. **AVAILABILITY & PENALTY:**

Minimum guaranteed availability of workmen shall be for all days in a Calendar Month or part thereof except their weekly off days. The weekly off day shall be decided by ME, PPA / HM or CO(F), PPA or their representatives which shall be allowed in rotation. The workmen shall carry out either shift duties of eight hours in a day or rotation duty as directed by ME, PPA / HM or CO(F), PPA or their representatives. However, in case of any emergency / crisis management, the workmen shall carry out additional duties as per the requirement without any additional financial liability on PPA.

If any of the workmen found unavailable, the penalty will be levied from time and date of such unavailability as follows, in addition to non payment of daily rates :

From the time and date of such non-availability up to 14 days No Penalty but the daily charges shall be deducted (No work No pay)
15 to 21 days 30% of daily rates or part thereof on pro-rata basis.
Beyond 21 days 50% of daily rates or part thereof on pro-rata basis.

In case the workmen not available for operation for more than 30 days, then suitable replacement shall be provided from 31st day by the Contractor at no extra charge. The Contractor can offer the replacement even before 30 days. Under any circumstances, if the originally engaged workmen are not made available beyond 60 days, then the contract is liable to be terminated.

06. **Port Entry Pass:** You must provide Port Entry Passes to all the workmen on payment of applicable charges. In case of increase in the Port Entry Charges for the workmen during the contract period, PPA will reimburse the Increased amount only.

07. **PAYMENT OF TAXES:**

You shall be liable to pay all taxes, levies, duties and GST etc. to state Govt. or Govt. of India or any other authority under any law for the time being in force in respect of or in accordance with the execution of the contract. PPA shall reimburse the new taxes introduced by the Govt. during the contract period, if applicable under this contract.

08. TERMINATION OF CONTRACT:

Paradip Port Authority reserves the right to terminate the contract and the agreement within the contract period for the reasons of major breach of agreement by giving one month notice with forfeiture of security deposits and blacklist the firm from participating in PPA tenders for 02 years.

09. INSURANCE, EPF, ESI:

(a) During the contract, the workmen shall be kept insured by you at your expenses as follows:

(i) Natural death insurance coverage of Rs.5.00 Lakh for each worker.

(ii) Accidental Insurance coverage of Rs.10.00 Lakhs for each worker.

If you do not pay within reasonable time then PPA shall make the payment and same will be recovered from your bills or Performance Security Deposits.

The insurance policy should be applicable for entire contract period.

(b) In the event of any act or negligence on your part which may vitiate any claim under the insurance herein provided, you shall indemnify the Board against all claims and demands which would otherwise have been covered by such insurance.

(c) You shall comply all labour laws as applicable to you as well as to PPA in respect of workers to be engaged under this contract. You shall have to extend the facilities such as EPF, ESI, Insurance and PLR etc. as per prevailing labour rules.

10. INCOME TAX and GST DEDUCTION:

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

11. INTEGRITY PACT:

For this tender, the integrity pact agreement format as given at Appendix - VI shall form a part of the tender document and shall be signed by the Purchaser and the Contractor. Paradip Port Authority reserves the right to associate the Independent External Monitor (IEM) right from date of issue of Tender Call Notice for such works.

12. Inspection: The entire work shall be carried out under the supervision of Marine Engineer and Chief Officer (Flotilla) or their representatives.

13. **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.

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-concurrence of Finance & Accounts Deptt., PPT vide **FIN/WORKS AUDIT/1267/DUMMYMARINE/2022 Dtd.06.09.22** and e-approval of Chairman, PPT Dtd.23.09.22.

Yours faithfully

Encl.: **Scope of Work**

Deputy Conservator
Paradip Port Authority

Copy to:

1. All HoDs, PPA / CVO, PPA / Dy. Commandant, CISF Unit, PPA
2. HM, PPA / Sr. ME, PPA / OIC, PCC, PPA / ME, PPA / TM Class-I, PPA / Chief Officer (F), PPA / Communication Officer, PSS, PPA
3. The LEO (Central), Paradip
4. **Shri Prabakaran Palaniappan, IAS (Retd.)**, New No.9, (Old No.4B/14) Venkateswara Nagar, 3rd Street, Adyar, Chennai-600020 (E-mail ID:pprabakaranias@gmail.com)
5. **Dr. Varesh Sinha, IAS (Retd.)**, 15, Sumangalam Society, SL House, Near Asia School Driver in Road, Bodakadev, Ahmedabad, Gujarat-380054 (Email ID: vareshsinha@gmail.com)
6. Bill Section, Marine Department, PPA/Office Order Guard File.



PARADIP PORT AUTHORITY
MARINE DEPARTMENT

Scope of Work

For the work

Providing Assistance for Operation and Maintenance of Floating Crafts for Marine Operations for a period of five (5) years

- (A) The contract involves engagement of 43 (forty-three) Nos. Deck and Engine Crew of different categories as per qualification given below for Operation and Maintenance of Tugs, Floating Crafts and Other Marine Operations under Marine Department, Paradip Port Authority for a period of 5 years.

The different categories of Deck & Engine Crews, number of persons required under different category and Minimum Qualification requirement are as under:

01. Greaser - 12 Nos.

- i. Passed in Diesel Mechanic / Fitter Trade from any recognized Industrial Training Institute or crew training from any recognized Maritime Institute with 2 Years experience as skilled worker in a reputed Marine Workshop or marine craft.
- ii. Must not be more than 55 years or below 18 years of age at the time commencement of contract.

02. Driver Gr.I - 02 Nos.

- (i) Must hold the Certificate for 1st Class Engine Driver's Exam under IV Act.
- (ii) Should have minimum 5 years post qualification experience in operation & maintenance of floating craft / sea going vessels
- iii. Must not be more than 55 years or below 18 years of age at the time commencement of contract.

OR

- (i) Must hold IME certificate under IV Act or MEO Class-IV (NCV).
- (ii) Should have minimum 2 years post qualification experience in operation & maintenance of floating craft / sea going vessels.
- (iii) Must not be more than 55 years or below 18 years of age at the time commencement of contract

03. Mechanic - 02 Nos.

Passed ITI in Diesel Mechanic or Motor Mechanic trade with 10 years experience in the trade in any reputed Organization **OR** Diploma in Mechanical with 2 years experience in the trade for Mechanic **OR** Diploma in Mechanical with 5 years of experience in the trade. Must not be more than 55 years or below 18 years of age at the time commencement of contract

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04. **Fitter** - **02 Nos.**
- Should passed ITI in Fitter
 - 10 years experience from any reputed marine workshop or ship repairing firm.
 - Must not be more than 55 years or below 18 years of age at the time commencement of contract
05. **Electrician** - **01 No.**
- Passed ITI in Electrician / Wire man/ Lineman Trade with 5 years experience from any reputed Organization. Must not be more than 55 years or below 18 years of age at the time commencement of contract
06. **Deck Crew** - **20 Nos.**
- Should passed HSC or its equivalent
 - Should know swimming
 - Should passed pre-sea training for seaman / G. P. Rating from a Government recognized institution
 - Must not be more than 55 years or below 18 years of age at the time commencement of contract
07. **Helper** - **04 Nos.**
- Passed in ITI trade from a recognized Institution in Fitter / Diesel Mechanic / Motor Mechanic / Machinist / Turner / Electrician / Welder / Electronic with 2 years experience in the trade from reputed Organization. Must not be more than 55 years or below 18 years of age at the time commencement of contract
- (B) The firm should submit bio-data of all workmen prior to engagement and take approval.
- (C) The above workmen will be posted at Marine Site Offices and assigned Port Operational & Maintenance Works or various other services & operational work as per requirement of PPA.
- (D) They should be medically fit to carry out the Marine Operations. Fitness Certificate is required to be submitted from Govt. medical practitioner.
- (E) The costs for mobilization and de-mobilization of the above workmen are on the account of the contractor.
- (F) All the personnel engaged for the contract should be of Indian Nationality only.
- (G) **Contractors to provide:** Except as otherwise stated in this tender or as may be agreed from time to time, you shall provide and/or pay for all requirements, cost or expenses relating to the above personnel which, without prejudice to the generality shall include but not limiting to:
- Accommodation, wages (Minimum wages as circulated from time to time by Govt. of India, Ministry of Labour and Employment) etc. Personal Protective Equipment for safe working shall be provided.

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- ii. All taxes duties and levies including but not limited to the taxes, duties and levies imposed on your income, your employees or any levies etc, on any purchase made by you, and/or any penalties imposed by any authorities from time to time.
- (H) You shall carry out the works strictly in accordance with Scope of Work and Terms & Conditions of contract to the satisfaction of the Deputy Conservator and shall comply with and adhere strictly to his instructions and direction on any matter (whether mentioned in the contract or not) in relation with the contract.
- (I) PPA will not be responsible for any accident suffered by the above personnel due to failure of machinery or any reason whatsoever. However accident if any occurred during any type of Port Operations may be brought to the notice of the Deputy Conservator immediately after the incident.
- (J) All workmen shall comply with all lawful instructions from the Deputy Conservator or the Officer duly authorized by him.
- (K) The security of the above personnel will be your responsibility.
- (L) You shall provide and maintain an office at Paradip for accommodation of your agent and staff and such office shall be opened at all reasonable hours to receive instructions, notices or other communications.
- (M) You shall be liable for pollution damage and the cost of clean up which has occurred due to you and / or your personnel by wilful, wanton, intentional, acts or omissions or gross negligence which cause or allow the discharge, spills or leaks of any pollutants from any source whatsoever.
- (N) You shall pay the wages to the workers within 7th of succeeding month.
- (O) You shall deposit EPF & ESI amount of each worker to the respective organizations.

Item Rate BoQ

Authority: Dy. Conservator, Marine Department, Paradip Port Authority

Work : Providing Assistance for Operation and Maintenance of Floating Crafts for Marine Operations for a period of five (5) years

No:MD/ACCTS-WK-R-2/2022/649 Dt.08.06.2022

Sadhav Shipping Limited

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)

Note: The Firm shall engage 43 Nos. Deck Crew & Engine Crew of different categories as detailed in the scope of work. The quoted price shall be inclusive of EPF, ESI, Insurance, PPE, Port Entry Pass etc. required for execution of the contract. GST shall be paid extra as applicable

NUMBER	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description To quote per day rates for the followings:	Quantity	Units	RATE in Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1	Rate per day per Greaser	18720	Mandays	635.00	11887200.00	INR One Crore Eighteen Lakh Eighty Seven Thousand Two Hundred Only
2	Rate per day per Driver Gr.I (Marine)	3120	Mandays	860.00	2683200.00	INR Twenty Six Lakh Eighty Three Thousand Two Hundred Only
3	Rate per day per Mechanic	3120	Mandays	860.00	2683200.00	INR Twenty Six Lakh Eighty Three Thousand Two Hundred Only
4	Rate per day per Fitter	3120	Mandays	725.00	2262000.00	INR Twenty Two Lakh Sixty Two Thousand Only
5	Rate per day per Electrician	1560	Mandays	725.00	1131000.00	INR Eleven Lakh Thirty One Thousand Only
6	Rate per day per Deck Crew	31200	Mandays	581.00	18127200.00	INR One Crore Eighty One Lakh Twenty Seven Thousand Two Hundred Only
7	Rate per day per Helper	6240	Mandays	608.00	3793920.00	INR Thirty Seven Lakh Ninety Three Thousand Nine Hundred & Twenty Only
Total in Figures					42567720.00	INR Four Crore Twenty Five Lakh Sixty Seven Thousand Seven Hundred & Twenty Only
Quoted Rate in Words		INR Four Crore Twenty Five Lakh Sixty Seven Thousand Seven Hundred & Twenty Only				