



PARADIP PORT TRUST
MARINE DEPARTMENT

No.:MD/ACCTS-WK-R-11/2020/ 1024

Dated, the 15th September 2021

To

M/s.Sadhav Offshore Engineering Company,
521, LohaBhawan, P. D. Mello Road,
Masjid (East), Mumbai 400009,
E-mail: offshore@sadhav.com

Sub: Work Order for "Manning, Maintenance and Commercial Operation of PPT Slipway and other Ancillaries on Payment of License Fee for a period of five years (1826 days)".

Ref: This Office E-Tender Call Notice No:MD/ACCTS-WK-R-11/2020/351 Dt.01.04.2021 bearing Tender ID No.2021_MoS_625099_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 Rs.17,800/- (Rupees Seventeen Thousand Eight Hundred 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 PPT Slipway and other Ancillaries on Payment of License Fee for a period of five years (1826 days)" under the following terms and conditions **and as per scope of work enclosed herewith as Annexure-1.**

TERMS & CONDITIONS:

01. **SECURITY DEPOSIT:**

The Bank Guarantee bearing No.0380IGP002268221 Dt.07.09.2021 for Rs.1,31,23,940/- issued by Bank of Baroda, is hereby accepted as Performance Security Deposit. The validity of above BG must maintained beyond 02 months of contract period i.e 5 years plus 02 months.

02. **SIGNING OF AGREEMENT:**

You shall within 15 days from the date of issue of this work order, prepare and execute an agreement with the PPT in the prescribed format. The agreement shall be made in two sets, one original and one copy. One copy of the agreement shall be handed over to you. All the expenses towards preparing the agreement shall be borne by you.

03. **DATE OF COMMENCEMENT AND CONTRACT PERIOD:**

You shall mobilize the required manpower, equipment and machineries and must commence the work within 45 days from the date of issue of the work order. If you do not commence the work with effect from 46th day from the date of issue of work order then you will be liable to pay the license fee from the 46th day onwards failing which the amount shall be recovered from the security deposit.

04. **OFFICER IN CHARGE:**

The entire work shall be carried out under the supervision of Senior Marine Engineer / Marine Engineer, Paradip Port Trust.

05. **PAYMENT OF LICENSE FEE:**

The payment by the Contractor shall start from the date of actual commencement of the operation of the Slipway or 46th day from the date of issue of work order, whichever is earlier.

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PARADIP PORT TRUST
MARINE DEPARTMENT

The license fees plus GST shall be paid on monthly basis by the end of current month that means the amount shall be calculated as number of the days during the month multiply by the per day rate. For the first year you have to pay an amount of Rs.17,800/- 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.

The amount shall be paid in the form of Demand Draft or Banker's Cheque drawn in favour of FA & CAO, PPT through any scheduled bank which is having branch at Paradip or by E-payment such as NEFT/ RTGS. In case the operation of the Slipway is commenced/ terminated during mid of a month, the rent will be calculated on a pro-rata basis for the actual days of operation in that month.

In case of failure of payment of monthly rent by the scheduled date, the Contractor shall have to pay interest @ **2% per month** or part thereof. In case the Contractor fails to pay the monthly rent for two consecutive months and if extension is not allowed then the default amount shall be recovered from the Security deposit.

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

Account Details:

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

06. PAYMENT OF ELECTRICITY AND WATER CHARGES:

Electricity & water charges shall be paid to the respective division by the Contractor as per the prevailing scale of rate and tariff and other terms and conditions laid out by Paradip Port Trust. In case of default, the amount shall be recovered from the security deposit of the firm.

07. POWER SUPPLY:

Paradip Port Trust shall provide electrical power supply according to the requirement of the firm through a feeder panel and electrical meter on payment basis as per the approved Tariff of Paradip Port Trust. **Present rate is Rs.8.15 per unit Plus Demand Charges @ Rs.250/- per KVA per month but it is subject to revision from time to time at the discretion of Paradip Port Trust.** The firm will have to pay the revised rate as and when it is done. The firm should supply the inspected and calibrated electric KWh energy meter from the competent authority for recording and monitoring the electricity consumption. The costs towards the KWh Energy Meter shall be borne by the firm. The firm shall have to operate and maintain all the electrical equipment / breakers fitted on the Main switch Board. In case of defects are found any of the equipment / breakers then the firm should replace at their own cost in addition to this, the contractor is required to have a backup power supply system to attend any emergency work and to provide Watch & Ward. The firm shall provide sufficient lights in and around slipway for maintaining the safe working practice during dark hours on his own cost.

08. FRESH WATER SUPPLY:

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

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PARADIP PORT TRUST
MARINE DEPARTMENT

09. **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 Slipway and other Ancillaries due to force majeure then repairs of the same shall be undertaken by PPT. If the Slipway and other Ancillaries remains non-operational due to force majeure then the firm need not to pay the license fee to PPT but the Slipway and other Ancillaries 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 of 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 Slipway due to any inclement weather or any other emergency not due to contractor fault then firm need not to pay the license fee for that particular period.

10. **OFFICE OF CONTRACTOR AND ACCOMMODATION:** The contractor shall maintain an office at Paradip. Such office shall be opened at all reasonable hours to receive, instructions, notices and other communications. Also contractor shall provide accommodation to their officers and employees at their own cost. However, PPT may provide the required accommodation for office and senior officers and employees depending on the availability subject to payment of rent at applicable approved rate.

11. **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.

12. **NOTIFICATION OF SLIPWAY HIRE CHARGES FOR THE USERS**

The slipway hire charges for the users should be notified and published well in advance (at least three months before) for a period of one financial year. For first year the rates may be published as soon as the work order is accepted by the firm. In case of utilization of the Slipway by PPT, PPT will pay the per day charge to the Contractor limited to rental charges payable to PPT within 30 days from date of receipt of the bill in duplicate. Other charges such as block setting, docking/ undocking, block shifting, electricity connection, fresh water connection etc shall be paid as applicable to other customers or mutual agreed rates.

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PARADIP PORT TRUST
MARINE DEPARTMENT

13. CONTRACTOR'S OBLIGATION.

The Contractor shall use the slipway and other equipment under this contract only for the repair of vessels limiting it from docking to undocking only.

- (a) The Contractor shall call the vessels only having valid documents as per the M.S / I.V Act / Harbour Dry Dock Rules of any FG vessel with proper custom clearance.
- (b) The Contractor shall allow vessels to the slipway only after ensuring that all the required clearances have been obtained by the vessel owner from concerned departments of PPT.
- (c) Watch and ward of vessels, while in the Slipway, shall be the responsibility of the Contractor.
- (d) The Contractor shall give preference for dry docking repairs of PPT Vessels. If the Slipway is required by the PPT, it should be made available within 30 (thirty) days notice.
- (e) In no case, the PPT is liable for idle period of the slipway.
- (f) 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.
- (g) ***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.***
- (h) **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 their workers deployed for this contract.

14. OWNER'S OBLIGATION:

The Owners obligation will be limited to the followings:

- (a) To allow vessels called for dry docking repairs with prior permission of Traffic Manager and/or Deputy Conservator, PPT on payment of applicable port dues and any other charges as applicable as per the Scale of Rate which is subject to change without notice.
- (b) To ensure administrative support towards issue of gate passes for the men & materials on payment of required charges.
- (c) To provide electricity /water supply to sites on chargeable basis as per the terms and conditions of port tariffs.
- (d) To provide quarters for the accommodation of officers and staffs of the Contractor subject to availability and acceptance of prevailing terms and conditions by the Contractor.
- (e) The dredging of the approach to slipway & layup berth shall be done by PPT.

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PARADIP PORT TRUST
MARINE DEPARTMENT

15. **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 month's notice along with forfeiture of Performance Security deposit. Also PPT may black list the firm from participating in any other tender of Paradip Port Trust for a period of 2 (two) years.

Also the Board may terminate the contract in whole or in part with forfeiture of Performance Security Deposit, if the contractor fails to perform any other obligation under the contract.

16. **USE OF SLIPWAY BY PPT:**
The Contractor shall give preference for dry docking repairs of PPT vessels. If the slipway is required by the PPT, it should be made available within 30 (thirty) day's notice for routine dry docking repairs of PPT owned vessel. But in case of emergency docking / repairs of PPT vessels, the slipway shall be available immediately after undocking the existing vessel in the slipway. In case of utilization of the slipway by PPT, PPT will pay the per day charge to the Contractor limited to rental charges payable to PPT within 30 days from date of receipt of the bill in duplicate. Other charges such as block setting, docking/ undocking, block shifting, electricity connection, fresh water connection etc shall be paid as applicable to other customer or on mutual agreed rates.


17. **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.06.08.2021 and kind e-approval of Chairman, PPT on Dt.18.08.2021.

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. SE (Electrical), PPT / SE (Township), PPT / EE, PHD, PPT / EE, PED, PPT / Sr.Asst.Estate Manager, PPT
5. HM, PPT / Sr. ME, PPT / ME, PPT / Tug Master Class-I (1/c), PPT / Chief Officer (F), PPT / Communication Officer, PSS, PPT
6. The LEO (Central), Paradip
7. Office Order Guard File.



PARADIP PORT TRUST
MARINE DEPARTMENT

SCOPE OF WORK & TECHNICAL SPECIFICATIONS:

1. SPECIFICATIONS:

Paradip Port Trust shall outsource services of SLIPWAY FOR MANNING, MAINTENANCE AND COMMERCIAL OPERATION OF PPT SLIPWAY AND OTHER ANCILLARIES ON PAYMENT OF LICENCE FEE FOR A PERIOD OF 5 YEARS.

2. LIST OF ASSETS / EQUIPMENTS:

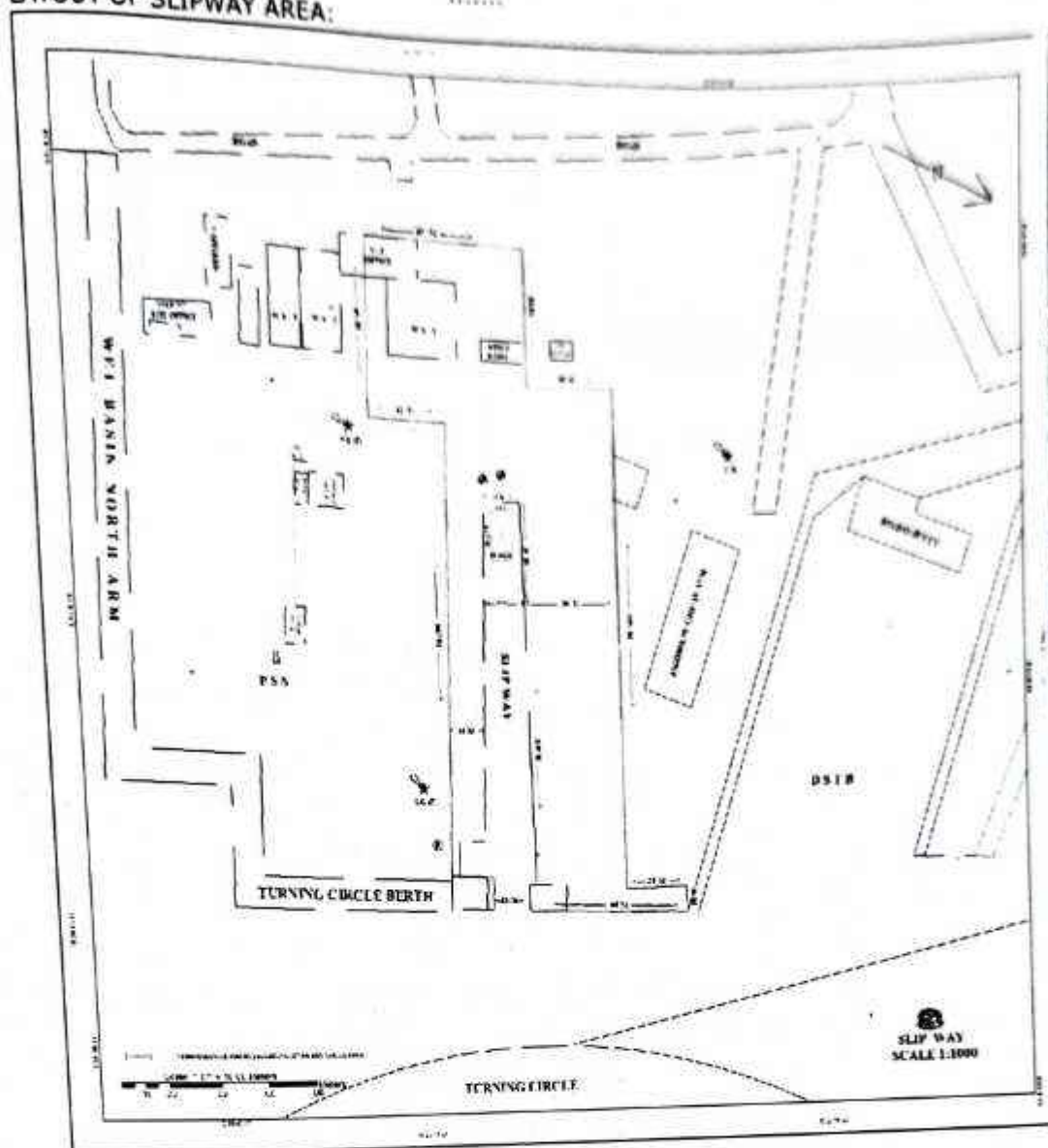
- a. Total Area: 17440 sq. m. (Area bounded by dark blue line in the drawing)
 - i) Slipway including water bounded area and winch room: 1906.9 sq. m.
 - ii) Open space: 16574.8 sq. m.
 - iii) Enclosed space i.e, workshop: 561.6 sq. m.
 - iv) Enclosed space i.e, Office: 303.6 sq. m.
- b. Slipway (concreted): Length: 78m and Width: 15m, Monolith gate width: 13.4m
- c. 500 Ton winch: HP: 125, RPM: 985, Amp: 138 (Presently non- functional)
- d. 300 Ton winch: HP: 25, RPM: 970, Amp: 34 (Functional)
- e. Cradle: Length: 17.5m, Breadth: 8.3m
- f. Common user Layup berth: 60m
- g. Source of Electricity: Available
- h. Source of Water supply: Available

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PARADIP PORT TRUST
MARINE DEPARTMENT

3. LAYOUT OF SLIPWAY AREA:



4. **SCOPE OF WORK:**

The firm shall use the slipway, workshop and other allotted areas exclusively for building and repairing of ships and any other types of floating crafts, barges, navigational buoys etc and any other vessels and offshore related works.

- (a) The firm shall be allowed to Deploy Officers and Staff for the Manning, Maintenance & Commercial Operation of the SLIPWAY along with the Workshop in three shift basis for 365 days in a year subject to having valid passes. It is the responsibility of firm to provide the passes to their employees on payment of applicable charges to PPT. All the deployed personnel should use proper PPE while working at marine site.
- (b) To Carry out Docking / Undocking of appropriate sizes of vessels including blocking arrangement on the SLIPWAY shall be the responsibility of the Contractor. In case of any support of floating crafts / tugs are required from Paradip port then the same shall be provided on payment of charges as per PPT SoR subject to availability.

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PARADIP PORT TRUST
MARINE DEPARTMENT

2

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- (c) The firm may use the Slipway for routine / emergency dry docking / repairs, under water inspections and surveys etc for outside vessels and PPT Vessels. However, PPT vessels shall have the priority over all other vessels and slipway to be provided within 30 days for normal routine dry docking repairs of port crafts but in case of emergency if required it shall be provided immediately after undocking the existing vessel in the slipway.
- (d) Housekeeping of SLIPWAY and other areas shall be maintained at top order. Scope of Contractor for routine work shall cover, but not limited to the followings:
- Removal of muck / mud and any other foreign materials from the floors of slipway, winch room. All the time slipway area shall be maintained neat and clean and safe working environment.
 - Generated all waste, waste grits, waste oil and scrap materials from the vessels and slipway area shall be disposed of by the contractor at their own expenses from time to time to keep the area clean. The firm shall take utmost care for storing of used oil to avoid any kind oil pollution at the slipway areas. In case of levy of any penalty for oil pollution by any state/ central statutory authority then same shall be borne by the contractor. The firm shall abide by all the rules and regulation of state/ central pollution control board.
 - All the equipment shall be maintained in good working condition. Greasing and cleaning of the machineries and equipment shall be done regularly. Besides, planned maintenances of the equipment and machineries shall be carried out as per the OEM schedule with proper records.
 - Spares and stores:** The contractor will bear the expenses for spares and consumables for routine maintenance and repairs of machineries. The contractor shall arrange the required spare and repair the machineries to avoid any delay in operations. PPT will not provide any stores and spares except administrative support. Wire ropes and PP ropes required during docking and undocking shall be supplied by the Contractor.
 - All the steel structures of cradle and equipment in the winch room shall be de-rusted and painted at least once in a year. The required paints, chemical and consumables for the maintenances shall be on contractor's account. Greasing of wheels of slipway shall be carried out on undocking of each vessel.
- (e) **Payment of rent:** The firm Shall make monthly payment to the Paradip Port Trust towards the license fee including GST on or before the last day of the current month e.g. say the contract commence on January, then the rent for the month of January must be paid on or before 31st January in the form of DD/ BC/ NEFT/ RTGS. No exemption of license fee shall be allowed in case of non-operational of slipway due to lack of maintenances except force Majeure.
- (f) Requirement of any additional infrastructure facility for safe docking and undocking of vessels than the above shall be under the scope of Contractor. Also the firm can make any additional infrastructure facility, if they require with approval of deputy conservator but after completion of contract the same shall be dismantled and to be cleared from the site or to hand over to PPT without any additional cost.
- (g) The firm shall be responsible for keeping the slipway, marine workshop and machineries in good condition at all time for round the clock use. For this all the operational cost including stores, spares, lubricants, wages of staff, provident fund, victualling, repairs etc. will be on the account of the contractor. All the electrical motors, breakers, MCBs, lights to be repaired / renewed as and when required without any additional cost to PPT.

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PARADIP PORT TRUST
MARINE DEPARTMENT

- (h) Prior to commencement of contract, a joint inspection will be carried out with Contractor's representative and representative of Deputy Conservator, PPT. Each and every movable / immovable items and their condition under the slipway head shall be accounted for and recorded under joint signature.
- (i) A layup berth of approx. 60 Mtrs. lengths next to the Slipway shall be available for common user which can be used by the contractor on payment of applicable charges to PPT as per Scale of Rates. In case if the contractor is requiring any other berths for securing their vessels for layup, same shall be obtained from the Traffic Department in DTR meeting through their agent.
- (j) If the firm do not carry out the maintenance as per the scope mentioned above then PPT will take over the work and complete it and the expenditures shall be recovered from the account of contractor or security deposit.
- (k) **Power Supply:** Paradip Port Trust shall provide electrical power supply according to the requirement of the firm through a feeder panel and electrical meter on payment basis as per the approved Tariff of Paradip Port Trust. **Present rate is Rs.8.15 per unit Plus Demand Charges @ Rs.250/- per KVA per month but it is subject to revision from time to time at the discretion of Paradip Port Trust.** The firm will have to pay the revised rate as and when it is done. The firm should supply the inspected and calibrated electric KWh energy meter from the competent authority for recording and monitoring the electricity consumption. The costs towards the KWh Energy Meter shall be borne by the firm. The firm shall have to operate and maintain all the electrical equipment / breakers fitted on the Main switch Board. In case of defects are found in any of the equipment / breakers then the firm should replace at their own cost in addition to this, the contractor is required to have a backup power supply system to attend any emergency work and to provide Watch & Ward. The firm shall provide sufficient lights in and around slipway for maintaining the safe working practice during dark hours on his own cost.
- (l) **Fresh Water supply:** Paradip Port Trust shall provide fresh water supply through flow meter on payment basis as per schedule of rate (SoR) of PPT.
- (m) **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 slipway site, the contractor shall be liable to compensate to PPT.
- (n) **Insurance & Labour Laws:** The firm shall have to take insurance covering of 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 firm shall have to take insurance covering of all the workmen for payment of compensation of Rs.5.00 Lakhs (Rupees Five lakh) in the event of natural death. 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. Paradip Port Trust shall no way be held responsible for any accident.
