



PARADIP PORT AUTHORITY
MARINE DEPARTMENT

No.:MD/ACCTS/WK/R-3/2021/ 1122

Dated, the 14th Oct. 2022

To

M/s.Shiptek Marine Solution Pvt. Ltd.
Sushila Sadan, Ground Floor,
Behind Hotel Sanman,
Vaddem, Vasco-da-gama,
Goa-403802
E-mail: shiptek531@gmail.com / info@shiptek.com

Sub: Work Order for the work "Providing Assistance for Monitoring Electronics Navigational Equipments and Liaisoning with vessels for Various Services & Operations for a period of two years"

Ref: This Office E-Tender Call Notice No.:MD/ACCTS/WK-R-3/2021/610 Dt.30.05.2022
(Tender ID No.: 2022_MoS_691931_1)

Dear Sirs,

With reference to the above, we are pleased to inform that your offer of Rs.26,25,480/- Plus GST, which includes your Margin @ 10.5% for the work "Providing Assistance for Monitoring Electronics Navigational Equipments and Liaisoning with Vessels for Various Services & Operations for a period of two years" has been accepted by the competent authority under the following terms and conditions and as per scope of work attached herewith as Annexure-1.

TERMS & CONDITIONS:

01. Submission of Security Deposit & Signing of Agreement:

The Bank Guarantee bearing No.00726BGM22000013 Dt.05.09.2022 for Rs.78,764/- which is 3% of contract value has been accepted as Performance Security Deposit. You are requested to sign the agreement within 15 days from the date of issue of this Work Order.

02. Commencement of Work and Contract Period:

You shall commence the work with effect from Dt.22.10.2022. If you fail to commence the work within the stipulated date, the work order will be cancelled and performance security deposit shall be forfeited. The contract shall remain valid for a period of 2 (two) years from the date of commencement of service.

Payment shall be made at the end of each calendar month. The bill shall be submitted in duplicate. Payment shall be made within 30 days from the date of submission of bill clear in all respects. However if payment of bill is delayed after 30 days for any reasons, you shall not be entitle for claiming any interest. Payment shall be made in Indian Rupees only.

03. Inspection:

The entire work shall be carried out under the supervision of Harbour Master or his representatives.

04. Payment Terms:

You shall raise the bill on monthly basis as per the actual quantity executed during that month. Payment shall be released within three weeks from the date of receipt of bills in duplicate.

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Note: All payments to you will be released through RTGs / e-payments. You are therefore requested to furnish the information as per the prescribed format along with each of your claims / Bills.

05. 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 GST and any new taxes introduced by the Govt. during the contract period, if applicable under this contract.

Deduction of Income Tax shall be made from any amount payable to you as per the relevant provisions of the Income Tax Act.

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 enhanced charges only.

07. INSURANCE:

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

(i) Natural death insurance coverage of Rs.5.00 Lakh for each worker and the premium will be as per actual limited to Rs.1500/- per annum (Approx.) per worker.

(ii) Accidental Insurance coverage of Rs.10.00 Lakhs for each worker and the premium will be as per actual limited to Rs.350/- per annum (approx..) per worker.

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

08. TERMINATION OF CONTRACT:

a) The Dy. Conservator reserves the right to terminate the contract by giving 3 (three) months notice to the Contractor. The agreement may also be terminated within the contract period for the reasons of major breach of agreement.

b) During the contract period if the performance of the workmen in the manner in which they are operating is found to be unsatisfactory or if they remain unavailable for a period of more than 60 days within one year period then the Dy. Conservator shall have the full liberty to terminate the contract by giving one month notice in writing to the contractor.

c) The Contractor may terminate the contract by giving at least 180 days notice.

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09. AVAILABILITY & PENALTY:

Minimum guaranteed availability of Radio Operators shall be for all days in a Calendar Month or part thereof. The Radio Operators shall carry out either shift duties of eight hours in a day or rotation duty as directed by Dy. Conservator or his representative. The Radio Operators shall carry out shift duties of eight hours a day. However, in case of any emergency / crisis management, the Radio Operators 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 non-availability up to 14 days	No Penalty but the daily charges shall be such 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.

10. 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.

Yours faithfully

Harbour Master
Paradip Port Authority

Copy to:

1. All HoDs, PPA / CVO, PPA / Dy. Commandant, CISF Unit, PPA
2. Sr. ME, PPA / ME, PPA / TM Class-I, PPA / CO(F), PPA / Communication Officer, PPA / PSS, PPA
3. The LEO (Central), Paradip
4. Bill Section / Office Order Guard File.

SCOPE OF WORK:

The contract involves engagement of 03 (three) Nos. Radio Operators as per qualification given below for monitoring electronics Navigational Equipments and Liaisoning with vessels for various services and operations under Marine Department, Paradip Port Authority for a period of 2 (Two) years.

The engagement of 3 Nos. Radio Operators below the age of 40 years having following minimum qualifications shall be considered.

- 1) Passed HSC from a recognized institution.
- 2) Diploma / Degree in Electronics & Telecommunication from a recognized institute / university.
- 3) Completed a course on computer familiarisation and able to enter data in Computer
- 4) GMDSS

- (A) The firm should submit bio-data of all 03 personnel and take prior approval of Dy. Conservator for engagement on contract basis.
- (B) The above Radio Operators will be posted at Port Signal Station, PPA and assigned monitoring electronics Navigational Equipments and Liaisoning with vessels for various services and operations work as per requirement in shift duties with one day weekly off.
- (C) They should be medically fit to carry out the Marine Operations. Fitness Certificate are required to be submitted from Govt. medical practitioner.
- (D) The costs for mobilization and de-mobilization of the above Radio Operators are on the account of the contractor.
- (E) All the personnel engaged for the contract should be of Indian Nationality.
- (F) **Contractors to provide:** Except as otherwise stated in this tender or as may be agreed from time to time, Contractors 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:
 - i. Accommodation and wages @ Rs.33,000/- per worker per month. **In addition to wages of Rs.33,000/- per worker per month, the contractor shall have to bear the costs towards Port Entry Passes, PPE, Insurance, EPF (on Rs.15,000/-) and ESI (on Rs.21,000/-), which shall be reimbursed to the contractor as per actuals on production of documentary proof.**
 - ii. All taxes duties and levies including but not limited to the taxes, duties and levies imposed on the income of the Contractor, its employees or any levies etc, on any purchase made by the Contractor, and/or any penalties imposed by any authorities from time to time.
- (G) **The Contractor shall carry out the works strictly in accordance with Scope of Work and Terms & Conditions of contract to the satisfaction of the Harbour Master 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.**

- (H) 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 Harbour Master immediately after the incident.
- (I) All workmen shall comply with all lawful instructions from the Harbour Master or the Officer duly authorized by him.
- (J) The security of the above personnel will be the responsibility of the Contractor.
- (K) The Contractor shall provide and maintain an office at Paradip for accommodation of his agent and staff and such office shall be opened at all reasonable hours to receive instructions, notices or other communications.
- (L) The Contractor shall be liable for pollution damage and the cost of clean up which has occurred due to Contractor's and / or the Contractor's 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.
- (M) The firm must give weekly off to all the workmen on rotation in consultation with Harbour Master / Controlling Officer of PPA.