



पारादीप पत्तन न्यास
PARADIP PORT TRUST
MARINE DEPARTMENT
PARADIP PORT - 754 142 ORISSA (INDIA)

ISO 9001 : 2008
 APPROVED BY IRQS



IRQS
 A DEPARTMENT OF
 INDIAN REGISTER OF
 SHIPPING



MGMT. SYS
 RVAC071
 DUTCH ACCREDITATION
 COUNCIL RvA

Dated, the 25th March 2019

No.:MD/ACCTS/WK-R-11/2018/1770

To

M/s.Ocean Sparkle Limited
 # 128, Srinagar Colony
 Hyderabad - 500 073
 Telengana, India
 Fax No.: 040-23748752
 E-mail: oslhyd@oceansparkle.in

Sub: Work Order for "Engagement of 01 no. All Weather Steel Hull Vessel along with Manning Crew on hire for a period of 5 (five) years for deployment at Paradip SPMs on round the clock 24x7 basis for pollution response-cum-SPMs security duties".

Ref: 1.This Office E-Tender Call Notice No:MD/ACCTS-WK-R-11/2018/1770 Dt.12.12.2018
 2.Your Online Price Offer opened on Dt.06.02.2019
 3.Your negotiated price offer vide letter No.:OSL(HO)/PPT/2019/2502 Dt.25.02.2019
 4.This Office LOA No.:MD/ACCTS/WK-R-11/2018/312 Dt.01.03.2019

Dear Sirs,

With reference to the above, this is to inform that your negotiated offer of Rs.34,32,88,000/- (Rupees Thirty-four Crores Thirty-two Lakhs Eighty-eight Thousand only) (i.e. @ Rs.1,88,000/- per day) plus GST for Engagement of 01 no. All Weather Steel Hull Vessel along with Manning Crew on hire for a period of 5 (five) years at Paradip SPMs on round the clock 24x7 basis for pollution response-cum-SPMs security duties has been accepted under the following terms and conditions.

TERMS & CONDITIONS:

- SUBMISSION OF SECURITY DEPOSIT:** The Bank Guarantee bearing No.0394519BG0000003 Dt.19.03.2019 for Rs.3,34,28,800/- submitted by you, which is 10% of contract value, has been accepted and shall be kept with PPT as Security Deposit (SD).
- SIGNING OF AGREEMENT:** You are requested to sign the agreement in a non Judicial stamp paper of Rs. 100/- within 30 days from the date of issue of Letter of Acceptance (LOA) i.e. by 30th of March 2019.
- DATE OF COMMENCEMENT AND COMPLETION:** You should deploy the vessel and commence the work within 120 (One Hundred Twenty) days from the date of issue of Letter of Acceptance i.e. by Dt.28.06.2019. The contract shall remain valid for a period of five (05) years from the date of actual commencement.

If you fail to commence the work within the stipulated period of 120 days, liquidated damages at the rate of ₹50,000/- (Rupees Fifty Thousand only) per day will be levied up to a maximum period of 15 (fifteen) days, thereafter PPT reserve the right to extend further with payment of penalty or the contract will be cancelled and EMD / security deposit shall be forfeited and debar the firm from participating in any tender of PPT for a period of 6 months to 2 years.

Contd....P/2..

TELEPHONE : 91-6722-222025, FAX : 91-6722-222445

E-mail : deputyconservator.ppt@gmail.com, dcppt@paradipport.gov.in, Web-www.paradipport.gov.in



PARADIP PORT TRUST
MARINE DEPARTMENT

2

04. **SCOPE OF WORK & TECHNICAL SPECIFICATIONS**

The contract involves supply of One No. All Weather Steel hull Vessel along with Pollution Response Equipments (as detailed below) & Manning Crew on Hire for carrying out Pollution Response, Fire Fighting and Security Duties in Port Waters round the clock (24 x 7) Basis as well as other Marine Operational duties as per requirement of Paradip Port Trust. The vessel shall normally be stationed at SPMs site round the clock with security staff.

(A) **BROAD SPECIFICATION OF VESSEL (STEEL HULL)**

(a)	Length Overall	=	30 to 40 Mtrs
(b)	Breadth	=	08 to 12 Mtrs
(c)	Draft	=	03 to 05 Mtrs.
(d)	Age of vessel	=	Not more than 15 Years old as on date of commencement of work
(e)	Main Engines	=	02 Nos. min. 1500 BHP each
(f)	Diesel Generators	=	02 Nos. (each one should be capable of taking 100% working load independently)
(g)	Propulsion Type	=	SRP Stern Drive / Tractor
(h)	Speed	=	10 Knots in fully loaded condition
(i)	Registration	=	Under the M. S. Act 1958
(j)	Class	=	IRS or with any member of IACS
(k)	Manning	=	As per Rule Requirement.
(l)	Communication & Navigation equipment	=	As per the Statutory requirement
(m)	Fire Fighting	=	Dual purpose Monitors for External fire fighting to be Fitted with fire pump with Minimum capacity of 500 Cu.Mtrs. per Hour. Should have one or two foam Tanks for storing AFFF Foam of 6.0 Cu.Mtrs.
(n)	Fuel & water capacity	=	Sufficient to remain 10 days in the sea at a stretch.
(o)	Fender	=	Adequately fitted all around
(p)	Dry docking	=	Completed as per Class requirement
(q)	Accommodation	=	Centrally Air Conditioned / fitted with Split A. C. for Manning Crew and 10 Nos. Additional Security Staff.
(r)	Bilge Keel	=	Should have Bilge Keel of adequate length and size to remain stable / comfortable in open sea round the clock in all weather conditions.
(s)	Rescue-cum-Support Boat	=	One Inflatable Boat for 6 Persons with OBM of 25 HP

Contd....P/3.



PARADIP PORT TRUST
MARINE DEPARTMENT

3

Note: All the Officers and crew of the vessel must have undergone DG Approved advance / basic Tanker Safety and Fire Fighting training. At least 02 Nos. Officers / Crew must have undergone Indian Coast Guard Approved IMO level-I Oil Pollution Response Training.

(B) POLLUTION RESPONSE EQUIPMENTS:

Following Pollution Response Equipments for combating Tier-I Oil Pollution are to be installed, operated and maintained by the firm on the supplied vessel. Old Pollution Response Equipments such as Spraying Equipment, Skimmers & Pumps, if found in good condition subject to certified by a third party inspector and all other pollution Response equipments should be brand new. The entire costs for third party inspection shall be borne by you.

List of Pollution Control Equipments to be provided on Board

Item	Quantity
Inflatable Oil containment boom on hydraulically operated reel with blowers.	1200 Mtrs. (as per Specification given below)
Disc Type Skimmers 30 Cu.Mtrs. per hour capacity (Port & Starboard)	2nos.
Portable Skimmer 10 Cu.Mtrs. / hour	1 no.
Oil spill dispersant chemical in Tank with Port & Stbd. Spraying Arms and Pumps	1000 litres
Oil dispersant in Store	1000 Litres
Portable spraying machine for OSD	2 nos.
Sorbent pads	140 bales X 100 sheets
Sorbent booms	8 nos.
Oil reception and storage capacity	40 Cu.Mtrs.

Specifications of the Inflatable Oil Booms are as follows:

- Free Board - 500 mm or more
- Fabric - PVC coated Polyester (orange colour)
- Weight per mtr. - 5 to 6 Kg
- Ballast - G.I. Chain
- Section Length - 20 to 30 Mtr.
- Chamber Length - 3 Mtrs. approx.
- Fabric Flammability - burn rate should be less than 100 mm / min. as per IS 15061
- Connector - Quick connector ASTM

(C) ADDITIONAL BOARDING & LODGING ARRANGEMENT FOR SECURITY STAFF:

The vessels shall be provided with dormitory type additional accommodation for 10 (ten) Nos. Security Staff along with sufficient space for storing arms & ammunitions. Since 10 (ten) Nos. armed security staff will be staying on board regularly for carrying out security duties round the clock for 24 hourly basis, they shall be provided with proper boarding & lodging by the vessel. Change of CISF Security Personnel shall be at an interval of 24 hours.

(D) You will be fully responsible for keeping the vessel in sea-worthy conditions at all times for round the clock use. For the above, all the operational costs including stores, spares, lubricants, wages of staff, provident fund, victualling, dry docking and repairs, survey etc. will be to your account. Paradip Port Trust will provide berthing facilities, shore power supply and fresh water when the vessel is berthed at the Wet Basin. Foam compound required for fire fighting will be supplied by you along with the delivery of the vessel. During the deployment, Paradip Port Trust will replace the foam compound as and when required.

Contd....P/4.



PARADIP PORT TRUST
MARINE DEPARTMENT

4

(E) The mobilization and de-mobilization of the vessel will be on your account. On arrival of the vessel at Paradip and after completion of the Sea trial, the fuel on board will be jointly surveyed. At the time of acceptance of the vessel after sea trial, PPT shall pay for the fuel oil remaining on board and at the time of termination of contract, the cost of the fuel on board, the cost of the fuel shall be paid by you OR will be adjusted from your bills. During the dry docking period of the vessel, a suitable vessel acceptable to Port to be provided by you as substitute, which can temporarily carry out security and Pollution Response duties.

(F) You shall carry out the work strictly in accordance with the contract to the satisfaction of the Deputy Conservator, PPT 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.

(G) On the date of commencement of the service, the vessel shall have completed all the necessary surveys and be in possession of all valid statutory, P&I, H&M Insurance certificates.

(H) Joint survey will be carried out at Paradip Port by representative of Deputy Conservator & your representative to assess the quantity of fuel on board during every on hire and off hire of the vessel.

(I) PPT will not be responsible for any damage suffered by the vessel due to failure of machinery or errors of the Master and crew or any reason whatsoever. However damage if any occurred during assisting vessels during any operation may be brought to the notice of the Deputy Conservator immediately after the incident. Any damage to Pollution Response / Fire Fighting Equipments during combating pollution / fire fighting may also be brought to the notice of Deputy Conservator, PPT immediately.

(J) The Master and all the crew of the vessel shall comply with all lawful instructions from the Deputy Conservator or the Officer duly authorized by him.

(K) The security of the vessel and the crew will be your responsibility. The security staffs shall be under the administrative control of the Master of the vessel with regard to safety and discipline during their stay on board.

(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. For required accommodation for your office and senior officers, Port Trust may provide available office space and quarters on your request depending on availability. Necessary approved charges of the Port Trust will have to be paid for the above by you.

(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 the vessel.

05. AVAILABILITY & PENALTY:

If the Vessel is inoperative and / or unavailable and Deputy Conservator is denied use, penalty will be levied from the time and date of such inoperation / unavailability after allowing any down time to your credit up to the time and date of break down / inoperation as follows, in addition to non payment of hire charges :

From the time and date of such non-availability/inoperation up to 14 days.	15% of hire charges per day or part thereof on pro-rata basis
--	---

Contd....P/5.



PARADIP PORT TRUST
MARINE DEPARTMENT

5

15 to 21 days

30% of hire charges per day or part thereof on pro-rata basis

Beyond 21 days

50% of hire charges per day or part thereof on pro-rata basis

In case the offered Vessel is not available for operation for more than 30 days, which includes the day the Vessel becomes non-operational and includes the down time period, then a suitable replacement shall be provided from 31st day by you at no extra charge. You can offer the replacement Vessel even before 31st days. However, the fuel consumption of the replacement Vessel shall be restricted to the declared fuel consumption of the original Vessel and cost of any excess fuel consumption of the replacement Vessel over the declared fuel consumption of the original Vessel shall be recovered. Under any circumstances, if the substitute/originally offered Vessel is not made available beyond 60 days, then the contract may be terminated or PPT may give additional time with levying penalty. In case of termination of the contract, the down time to your credit will lapse and in case the downtime availed is in excess of the downtime due after each completed month of service even though credited at the beginning of the year the penalty as above will apply.

In case of non-deployment of a Vessel beyond 60 days, further extension may be considered on imposition of penalty as mentioned above subject to approval of Chairman PPT.

You may substitute the deployed Vessel by a sister/similar/better Vessel during the contract period provided the speed / type criterion as specified in the tender is met and fuel consumption is same or lower than as stated by you in the bid. You shall submit all details of the substitute Vessel and obtain the approval of the Deputy Conservator before deployment.

06. **GATE PASS:** Gate passes for men & materials will be provided to you as per Port Rules on payment of applicable charges.

07. **PERIOD OF CONTRACT AND PAYMENT:**

The contract shall remain valid for a period of five years from the date of commencement of service. Payment shall be made at the end of each calendar month, after submission of daily check and fuel consumption statement for the month of the Vessel. For this purpose you shall maintain daily deck and engine log books, the format of which should be submitted for approval prior to commencement of the contract. 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 entitled for claiming any interest. Payment shall be made in Indian Rupees only through bank transfer i.e RTGS/ e-transfer.

08. **DOWNTIME:**

(a) You shall be allowed downtime of 1 day for each completed month of service during the currency of the contract for upkeep of the vessels. The applicable downtime shall be credited in advance at an interval of six months during the contract period. If you do not avail the downtime credited into your account, same can be carried forward in the next year. However, you must take prior permission in writing from the Deputy Conservator before laying up the vessel to carry out maintenance work or repairs or surveys etc. During the permissible downtime, hire rates will be paid. No laying up of the vessel is permissible during tanker operation at the SPMs. At any cost the downtime cannot be encashed during the contract period.

(b) In case you want to lay up any Vessel for dry-docking, a suitable Vessel to be provided as substitute for Managing the work.

Contd....P/6.



PARADIP PORT TRUST
MARINE DEPARTMENT

...
:: 6 ::

- (c) During the period when a Vessel is out of commission with permission from Deputy Conservator for maintenance and repairs at your request which is beyond the permissible down time as indicated at (a), you shall not be paid hire charges for that particular Vessel for that particular period.
- (d) Normally the Vessel shall be required to be ready for operation at half an hour notice at the beginning of the shift and at 15 minutes notice during the shift. Should you 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 downtime of the Vessel.
- (e) 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 the Deputy Conservator, Paradip Port Trust.
- (f) If the Vessel is declared as out of commission due to your fault for a period or for a day by Deputy Conservator then no charges will be paid for that period or day.
- (g) In the event of any deficiencies on the part of crew, availability of the stores, break down of machinery or for damage of hull and other accidents to the Vessel due to your fault / negligence, 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 your control.
 - iv) The Vessel has to be laid up due to an accident caused not due to your fault.

09. 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. PPT shall reimburse the new taxes introduced by the Govt. during the contract period, if applicable under this contract.

10. SPEED TEST:

At the time of commencement of contract, Sea Trial has to be carried out in presence of classification surveyor of any IACS Members and representative of PPT including assessing the condition, capability and performance of the vessel, before putting the vessel on hire. The cost involved in carrying out the said work shall be borne by you and report of classification surveyor to be submitted to the port.

Apart from the above, if required by the Port, you have to carry out Sea Trial of the vessel in presence of classification surveyor of any IACS Members and PPT representative if the performances of vessel found to be deteriorated and unable to perform the assigned duty during the currency of contract and report of classification surveyor to be submitted to the port. In case Speed of Vessel falls below the required rate, PPT reserves the right to impose the penalty, per day on pro-rata basis, equivalent to 5% of the per day charter rate for each knot or part thereof. However, if speed falls 2 knots below the required rate, PPT reserves the absolute right to terminate the contract forthwith. All Sea trial / tests during tenure of contract carried out by you will be at his cost. However the time and fuel consumed for the test will be to the PPT's account.

Contd....P/7.



PARADIP PORT TRUST
MARINE DEPARTMENT

.....
:: 7 ::

11. **TERMINATION OF CONTRACT:**

During the contract period if the performance of the Vessel in the manner in which it is operated is found to be unsatisfactory or if the Vessel remains unavailable for a period of more than 60 days in any continuous spell within one year period and thereby rendering the Vessel inoperative for the purpose of deployment then the Deputy Conservator shall have the full liberty to terminate the contract by giving one month notice in writing to you.

Either party may terminate the contract by giving six (06) months notice. Paradip Port trust may terminate the contract and the agreement within the contract period for the reason of any breach of agreement by giving one month notice along with forfeiture of security deposit and blacklist the firm for a period of 6 months to 2 years from participating in any tender of PPT.

12. **SUPPLY OF FUEL, FRESH WATER & ELECTRICITY:**

- (a) Fuel shall be supplied directly by M/s.IOCL, Pipeline Division, Paradip as this is a deposit work of M/s.IOCL, Pipeline Division, Paradip. Fresh water for running of Vessel will be supplied by Port Trust on Port account. Such supply will be made periodically as per your requisition. At least 07 days notice for supply of HSD and 1 day notice for supply of fresh water to be given. The Vessel will be directed to receive the same at the designated berths. Electricity shall be supplied at free of cost while vessel is in berth or secured alongside.
- (b) In the event of any difficulty faced by M/s.IOCL, Pipeline Division for supply of fuel, you will be requested to supply the same to the Vessel and the cost will be reimbursed by PPT at actual cost including GST & transport charges on production of supporting documents. In case PPT incur any expenditure towards supply of fuel for smooth running of the vessel, then, the same amount shall be reimbursed from M/s.IOCL, Pipeline Division, Paradip.
- (c) A Log Book will have to be maintained by the Master or Chief Engineer of the Vessel for day to day consumption, R.O.B., soundings of tanks etc. which has to be produced to the Deputy Conservator or his representative for verification periodically and weekly report to be submitted on the same.
- (d) In case of any tax liability comes or implemented by the Government on supply of free fuel, electricity and fresh water, then it should be the responsibility of the firm to pay the same to the government, which will be reimbursed by PPT on submission of documentary evidences.

13. **OFFICER IN CHARGE:**

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

14. **DISPUTE AND APPEAL:**

- (a) If you desires to appeal against the decision of Deputy Conservator of any work as not being in accordance with the contract, you shall appeal to the Chairman of Paradip Port Trust within 15 days after the Deputy Conservator's decision and if an appeal is so preferred the decision of the Chairman shall be final and binding.
- (b) It may be remembered that the provision of Arbitration and Conciliation Act, 1996 as amended from time to time and rules made there under are not applicable to this contract. In case of any dispute arising out of this contract, same shall be referred to the Hon'ble courts at Kujanga, Jagatsinghpur, Odisha or Honourable High Court of Odisha, Cuttack.

Contd....P/8.



PARADIP PORT TRUST
MARINE DEPARTMENT

.....
:: 8 ::

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.

[Signature]
Yours faithfully
Deputy Conservator
Paradip Port Trust

Copy to:

1. All HoDs, PPT / CVO, PPT / Dy. Commandant, CISF Unit, PPT
2. HM, PPT / Sr. ME, PPT / OIC, PCC, PPT / ME, PPT / Tug Master Class-I (I/c), PPT / Chief Officer (F), PPT / Communication Officer, PSS, PPT
3. The LEO (Central), Paradip / Bill Section, Marine Department, PPT / Office Order Guard File.
4. The Deputy General Manager (Maint.), Indian Oil Corporation Limited, Paradip Haldia Barauni Pipeline, Post Box No.83, Paradip Mukhya Dak Ghar, Paradip, Dist: Jagatsinghpur, Orissa - 754142