



पारादीप पत्तन प्राधिकरण
PARADIP PORT AUTHORITY
MARINE DEPARTMENT
PARADIP PORT - 754 142, ODISHA (INDIA)



No. MD/ACCTS/WK-R-3/2023/1579

Date: 19/12/2023

To

M/s. Pacific Shipping Services,
407, Arihant Premises, Ahmadabad Street,
Masjid (E), Mumbai - 400 009.

E-mail: pacificships@rediffmail.com / pacificships2007@gmail.com

Sub.: Work Order for the work "Supply of 01 No. of Pilot Lunch on Hire for Three shifts operation per day along with operational crew for a period of (05) five years".

Ref.: (i) This Office e-Tender Call Notice No. MD/ACCTS/WK-R-3/2023/601 dtd.09/05/2023.
(ii) Your Online bid No. 2822705, dtd.30/05/2023.
(iii) This Office LOA No. MD/ACCTS/WK-R-3/2023/1385 dtd.03/11/2023.

Dear Sir,

With reference to above, it is to intimate that the Competent Authority of Paradip Port Authority has accepted your negotiated offered price of Rs.8,76,48,000/- (Rupees Eight Crores Seventy-six Lakhs Forty-eight Thousand) (i.e. Hire Charges @ Rs.48,000/- per day) only excluding GST which shall be paid at the prevailing rate towards "Supply of 01 No. of Pilot Lunch on Hire for Three shifts operation per day along with operational crew for a period of (05) five years" under the following terms & conditions:

TERMS & CONDITIONS

1. SUBMISSION OF PERFORMANCE SECURITY DEPOSIT:

The Bank Guarantee bearing Nos. (i) 6122423BG0001964 dtd.23/11/2023; (ii) 6122423BG0001965 dtd.24/11/2023; (iii) 6122423BG0001968 dtd.23/11/2023; (iv) 0095IPEBG230011 dtd.01/12/2023; and (v) 0095IPEBG230010 dtd.01/12/2023 having validity till 15/01/2026, 15/03/2027, 15/05/2028, 31/07/2029, 30/09/2030, respectively have been accepted which comes to an amount of Rs. 87,64,800/- i.e. (10% of work order value) and shall be kept with PPA as Performance Security Deposit (PSD). The Bank Guarantee Sl. No. (i), (ii), (iii), (iv) & (v) shall be returned sequentially after satisfactory completion of respective year.

2. SIGNING OF AGREEMENT:

You are requested to sign the agreement in a Non-Judicial stamp paper of Rs.100/- in the prescribed format within 15 days from the date of receipt of this Work Order. All the expenses towards signing the agreement shall be borne by you.



TELEPHONE NO. : 91-6722-222025, FAX : 91-6722-222445

Email : dc@paradipport.gov.in, deputyconservator.ppt@gmail.com, Website : www.paradipport.gov.in



3. COMMENCEMENT OF WORK AND CONTRACT PERIOD:

You shall commence the work within 365 (Three Sixty-Five) days from the date of issue of Work Order. If you fail to commence the work within the stipulated period of 365 days, liquidated damages at the rate of Rs.25,000/- (Rupees Twenty-five Thousand only) per day will be levied up to a maximum period of 15 (fifteen) days, thereafter PPA reserves the right to extend further with payment of penalty or the contract will be cancelled and EMD and Performance security deposit shall be forfeited and debar the firm for a period of 02 years from participation of any tender of PPA. The contract shall remain valid for a period of Five years from the date of commencement of service, which may be extended up to one year at the same rates, terms and conditions on mutual consent at the same rate and terms and conditions.

4. SCOPE OF WORK & TECHNICAL INFORMATION

4.1 SCOPE OF WORK:

The contract involves Supply of 01 no. Pilot Launch on Hire for Three shifts operation per day along with operational crew for a period of five (05) years for attending to shipping movements in the harbour & other port operations as per requirement of Paradip Port. All the crew must be of Indian Nationalities.

4.2 BROAD SPECIFICATION OF THE PILOT LAUNCH

| | | |
|-------------------------------------|---|------------------------------------------------------------------------------------|
| (i) Period of Contract | : | 05 years |
| (ii) Age of Launch as on 31.03.2023 | : | Not more than 14 years' old |
| (iii) Length (Overall) | : | 16 to 21mtrs. |
| (iv) Breadth (Overall) | : | 4.5 to 6.0mtrs. |
| (v) Draft | : | 1.5 to 2.5mtrs. |
| (vi) Speed | : | 12 Knots at 90% of MCR in fair weather. |
| (vii) Main Engines | : | 02 Nos. suitable engines to achieve the above speed. |
| (viii) Generator | : | 2 Generator set, each capable of taking 100% sea load independently. |
| (ix) Propulsion System | : | Steerable Rudder Propeller (SRP) system. |
| (x) Battery Backup | : | For Navigational Equipment, Emergency Light & SRP system as per class requirement. |
| (xi) Hull Material | : | STEEL |
| (xii) Superstructure | : | FRP/ Aluminium / Steel |
| (xiii) Construction | : | The vessel must be built under CLASS of any IACS Member and shall be operated |



under Inland Vessel Act and Harbour Craft rules of PPA.

- (xiv) Pilot Cabin : Should be Air conditioned with attached toilet & Pantry having drinking water facility (Aqua guard/ KENT etc.) Also to have minimum 04 nos. of Chairs (Air Craft Type).
- (xv) Wheel House : Should be Air conditioned & be fitted with the necessary Navigation equipment such as
- (a) (Radar loaded with Paradip port harbour & Paradip anchorage chart & integration with GPS & AIS),
 - (b) AIS (B-type with display screen),
 - (c) VHF
 - (d) Fog horn (Range 2 miles)
 - (e) PA system and any other equipment required by / and approved by the class.

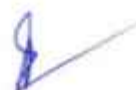
- 4.3 You will be responsible for keeping the Pilot Launch in sea-worthy conditions at all times for round the clock use. For the above, all the operational costs including stores, spares, lubricants, wages of staff, provident fund, victualling, dry docking and repairs, survey etc. will be into your account. Paradip Port Authority will provide berthing facilities, shore power supply when the Pilot Launch is berthed at the Wet Basin and fresh water and fuel as per actual consumption but limited to quoted quantity.
- 4.4 At the time of deployment of Pilot Launch, you shall carryout the Sea Trial / test in presence of representative of PPA and class surveyor. Thereafter during the contract period if the Pilot Launch fails to perform as per requirement then PPA may carryout Sea Trial / test of the Pilot Launch in presence of class surveyor maximum once in a year. All such tests shall be carried out at your cost and risk. However, the time and fuel consumed shall be PPA's account.
- 4.5 In case you want to lay up the Pilot Launch for dry-docking repairs for Class Survey or in case of any emergency, then you can plan for the same any time with prior permission of Deputy Conservator, PPA maximum for 15 days with available downtime **OR** no work no pay basis without penalty. If dry docking repairs is completed within permissible period of fifteen days, then you need not to provide any substitute vessel. In case, the boat is laid up for more than 15 days and not substituted by similar type vessel then, the penalty clause shall be applicable.
- 4.6 **You should 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 Pilot Launch, their Master and crew which, without prejudice to the generality shall include but not limiting to:

- a) Dry docking, repairs and all expenses associated therewith.
- b) Provisions, wages (as per minimum wages act) etc., shipping and discharging fees and all other expenses of the Master, Officers and crew including their insurance.
- c) Deck, cabin and engine room stores.
- d) All necessary lubricants.
- e) Adequate no. of tyre fenders, Mooring ropes for securing the Launch at harbour/ Wet Basin Area.
- f) Insurance policy covering various risks including Hull & Machinery insurance of the vessels.
- g) All customs or import duties arising in connection with any of the foregoing.
- h) 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.
- i) Necessary intrinsically safe cables, plugs, Junction Box, Circuit Breakers etc. as the case may be for drawing shore power shall also be supplied by you.

- 4.7 You shall carry out the works strictly in accordance with the 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.
- 4.8 On the date of commencement of the service, the Pilot Launch shall have completed all the necessary surveys and be in possession of all valid certificates under IV act / PPA harbour craft rules.
- 4.9 Joint survey will be carried out at Paradip Port Authority by representative of Deputy Conservator & your representative to assess the quantity of fuel on board during every on hire and off hire of the Pilot Launch.
- 4.10 PPA will not be responsible for any damage suffered by the Pilot Launch 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 shipping operation may be brought to the notice of the Deputy Conservator immediately after the incident.
- 4.11 The Pilot Launch and all crew shall comply with all lawful instructions from the Deputy Conservator or the Officer duly authorized by him.
- 4.12 The security of the Pilot Launch and the crew will be your responsibility.
- 4.13 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. PPA may provide available office space and quarters on your request for setting up local office and accommodation of your officers & workers on payment of applicable charges depending on the availability.



4.14 You shall be liable for pollution damage and the cost of clean-up which has occurred due to your's 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 Pilot Launch.

5. PAYMENT TERMS:

Payment shall be made at the end of each calendar month, after submission of fuel consumption statement for the month for Pilot Launch and work done report duly signed by the EIC & OIC. 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 15 days from the date of submission of complete bill in all respects. However, if payment of bill is delayed after 15 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.

6. OFFICER IN-CHARGE (OIC)/ ENGINEER IN-CHARGE (EIC):

The operation of the Pilot Launch shall be carried out under the supervision of Harbour Master / Chief Officer (Flotilla) and the fuel oil supply and consumptions and maintenance shall be under the supervision of Senior Marine Engineer/ Marine Engineer.

7. GATE PASS:

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

8. COMPLIANCE WITH STATUTORY REQUIREMENTS:

You shall at all times during the continuance of the contract comply fully with all existing Acts, Regulations and bye laws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments and acts that may be passed in future either by the State or the Central Government or the local authority.

9. MAINTENANCE AND OPERATION OF PILOT LAUNCH:

- (a) The Pilot Launch & its Crew shall during the hire period be for all purpose at the disposal and control of the Deputy Conservator. You shall maintain the Pilot Launch, in efficient operating condition and in accordance with good commercial maintenance practice.
- (b) You shall from time to time during the hire period replace such items of equipment as shall be so damaged or worn as to be unfit for use. You shall have to carry out all repairs or replacement of any damaged, worn or lost parts or equipment be affected in such manner (both as regards workmanship and quality of materials) as not to diminish the value and efficiency of the Pilot Launch.
- (c) If the Deputy Conservator has reason to be dis-satisfied with the conduct or efficiency of the Master, Officer or Crew, you shall on receiving particulars of the complaint, promptly investigate the matter and if necessary shall make a change in the appointment.



- (d) The Masters of the Pilot Launch and its Crew will carry out all orders of the Deputy Conservator or his representative and the Master and Engineer to keep full and correct logs in English and shall be accessible at all times.
- (e) The Pilot Launch may be required to carry out rescue, salvage and anti pollution-operations inside and outside the harbour, under the instructions of the Deputy Conservator. Neither you nor the Launch Master / crew will have any claim for reward or compensation for undertaking or assisting in such operations.

10. SUPPLY OF FUEL & FRESH WATER & SHORE ELECTRICITY CONNECTION:

- a) Fuel & fresh water for running of Pilot Launch will be supplied by Paradip Port Authority on Port account. Such supply will be made periodically as per the requisition by you. At least 07 days notice for supply of HSD and 1 day notice for supply of fresh water to be given. The Pilot Launch will be directed to receive the same at the designated berths. Free Electricity shall be supplied to the Launch while secured in the Harbour / Wet Basin.
- b) In the event of any difficulty faced by PPA for supply of fuel you will be requested to supply the same to the Pilot Launch and the cost will be reimbursed as per actual cost on production of supporting documents including applicable taxes.
- c) A Log Book will have to be maintained by the Master or Engineer of the Pilot Launch on 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.
- 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 your responsibility to pay the same to the government.

11. ASSIGNMENT AND SUBLETTING:

You shall not be permitted to sublease the work nor assign the right and interest in these present nor assume a fresh partner or partners nor dissolve the partnership at present existing between him in reference to this contract without the written permission of the Deputy Conservator and such consent, if any, given shall not relieve you from any liability or obligations under the contract and you shall be responsible for the acts, defaults and neglects of any sub-contractor or his servants, agents or workmen as full as if they were your acts, defaults or neglects provided always that the provisions on manning / labour or a piecework basis shall not be deemed to be a sub-letting under this clause.

12. CONTRACTOR'S SUBORDINATE STAFF & THEIR CONDUCT:

- a) You, after award of the work shall furnish names and depute qualified personnel having sufficient experience in carrying out works of similar nature to whom instruction of works will be given. You shall also provide to the satisfaction of the Deputy Conservator sufficient and qualified staff to superintend the execution of the work, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the contract in such manner as will ensure work of the best quality, expeditious working.

You shall provide competent and efficient supervision, over the work entrusted to them to the entire satisfaction of the Deputy Conservator.

- b) If and whenever your agents, assistant, foremen or other employees shall in the opinion of the Deputy Conservator be guilty of any misconduct or be incompetent or be insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Deputy Conservator, it is undesirable for administrative or any other reason for such persons to be employed in the work, if so directed by the Deputy Conservator shall at once remove such person and persons so removed from the work shall not again be employed in connection with the work without the written permission of the Deputy Conservator.
- c) Any person so removed from the work shall be replaced within a period not more than 03 days at your expense by a qualified & competent substitute. You should be requested to repatriate any person removed from work shall do so and shall bear all costs in connection therewith.
- d) You shall be responsible for the proper behaviour of all the staff, foremen, workmen and others and shall exercise a proper degree of control over them and in particular and without prejudice to the said generally, you shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the proprietors or occupiers of land and properties in the event of such employee trespassing, you shall be responsible therefore and relieve the Owner of all consequential claims for damage or injury or any other grounds whatsoever. The decision of the Deputy Conservator upon any matter arising under this Article shall be final. You shall be liable for any such liability which may have implication of law be deemed to be the liability of the Owner on account of deployment of Contractor's staff etc. or incidental or arising out of the execution of the contract.

13. INCOME TAX DEDUCTION:

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

14. INSURANCE:

- a) During the contract period, the Pilot Launch along with Operational Crew shall be kept insured at your expenses against P & I, Marine Hull & Machinery / Personal Accident Risk. Apart from these insurances if you feel to take any other insurance cover, you are free to take at your own cost.
- 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) If the Pilot Launch along with Operational Crew are required to be deployed beyond the Port limit, for salvage operation or any other operation for which additional insurance is required to be taken, you may cover the Pilot Launch with insurance and Port Authority will reimburse the additional amount for such insurance.



15. DOWNTIME:

- a) You shall be allowed downtime of 6 days in to your credit at the initial commencement of contract. Further on successful completion of each six months of contract, 06 days more downtime to be allowed each time into your credit for upkeep of the Pilot Launch. However, you must take prior permission in writing from the Deputy Conservator before laying up Pilot Launch to carry out maintenance work or repairs or surveys etc. During the permissible downtime, hire rates will be paid. Down time balance at the end of the year will be carried forwarded in the next year.
- b) In case you want to lay up the Pilot Launch for dry-docking repairs for Class Survey or in case of any emergency, you can plan for the same any time with prior permission of Deputy Conservator, PPA maximum for 15 days with available downtime **OR** no work no pay basis without penalty. If dry docking repairs is completed within permissible period of fifteen days, then the firm need not to provide any substitute vessel. In case, the boat is laid up for more than 15 days and not substituted by similar type vessel then, the penalty clause shall be applicable.
- c) Normally the Pilot Launch 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 Pilot Launch ready for operation, the entire period for which Pilot Launch was idle after last operation till her coming back to operation shall be treated as downtime of the Pilot Launch.
- d) For late reporting to duty, either the Pilot Launch shall be declared out of commission for the day or for the period of default shall be treated as down time, will be at the sole discretion of the Deputy Conservator, Paradip Port Authority.
- e) If the Pilot Launch 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.
- f) In the event of any deficiencies on the part of crew, availability of the stores, breakdown of machinery or for damage of hull and other accidents to the Pilot Launch 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 Pilot Launch has to be laid up due to an accident caused not due to your fault.

16. PENALTY:

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



From the time and date of
such non-availability / non-operation
up to 14 days

..... 15% of hire charges per day.

15 to 21 days

..... 30% of hire charges per day

22 Days to 60 days

..... 50% of hire charges per day

In case the offered Pilot Launch is not available for operation for more than 30 days, which includes the day the Pilot Launch becomes non-operational and includes the down time period, then a suitable replacement shall be provided from 31st day at no extra charge. You can offer the replacement for Pilot Launch even before 31st day. However, the fuel consumption of the replacement Pilot Launch shall be restricted to the declared fuel consumption of the original Pilot Launch and cost of any excess fuel consumption of the replacement Pilot Launch over the declared fuel consumption of the original Pilot Launch shall be recovered. Under any circumstances, if the substitute / originally offered Pilot Launch is not made available beyond 60 days, then the contract may be terminated or PPA may give additional time with levying penalty @ 100% of Hire Charges. 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.

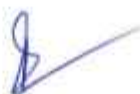
In case of non-deployment of the Pilot Launch beyond 60 days, further extension may be considered on imposition of penalty as mentioned above subject to approval of Chairman PPA.

You may substitute the deployed Pilot Launch by a sister/similar/better Pilot Launch 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 Pilot Launch and obtain the approval of the Deputy Conservator before deployment.

- (ii) Apart from the above, if required by the Port, you have to carry out Sea Trial of the Pilot Launch in presence of classification society surveyor and PPA representative if the performances of Pilot Launch found to be deteriorated and unable to perform the assigned duty during the currency of contract and report of classification society surveyor to be submitted to the port. In case Speed of Pilot Launch falls below the required speed, PPA reserves the right to impose the penalty, per day on pro-rata basis, equivalent to 10% of the per day charter rate for each knot or part thereof. However, if speed falls 3 knots below the required speed, PPA reserves the absolute right to terminate the contract forthwith. All Sea trial / tests during tenure of contract carried out will be at your cost. However, the time and fuel consumed shall be PPA's account.

17. **FORCE MAJEURE:**

- (i) In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed under this 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 such cause lasts.

- (ii) The term Force Majeure shall mean acts of God, war, riot, sabotage and acts and regulations of Government of India, State Government or any local Government / authority.
- (iii) Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately not later than 48 hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Failure to do so may liable the party being denied of the shelter of the clause.
- (iv) The decision of the Deputy Conservator, PPA shall be final and binding in this regard.
- (v) Notwithstanding with anything contained therein above the total contract period of Five years will no way be enhanced by way of operation of the clause.

18. SEA TRIAL:

Sea Trial has to be carried out in presence of classification society surveyor and representative of PPA including assessing the condition, capability and performance of the Pilot Launch before putting the Pilot Launch on hire. The cost involved in carrying out the said work shall be borne by you and report of classification society surveyor to be submitted to the port.

19. TERMINATION OF CONTRACT:

Paradip Port Authority reserves the right to terminate the contract and the agreement with immediate effect within the contract period for the reasons of major breach of agreement with forfeiture of Performance Security Deposits and debar the firm from participating in PPA tenders for 02 years.

20. INTEGRITY PACT:

For this contract, the integrity pact agreement format as given at APPENDIX – VIII of original tender document shall form a part of the contract and shall be signed by Paradip Port Authority and the Contractor. Paradip Port Authority reserves the right to associate the Independent External Monitor (IEM) right from the issue of Tender Call Notice for such works. The names of the independent examiner for this contract are 1. Dr. Varesh Sinha, IAS (Retd.), IEM, PPA [15, Sumangalam Society, SL House, Near Asia School Driving Road, Bodakdev, Ahmedabad, Gujrat – 380 054], Mob. No. 99784-06134 (Email: vareshsinha@gmail.com)] & Shri Vechatbahi Motibahi Pargi, IPS (Retd.), IEM, PPA [38 Somvilla, Bungalows, Opp. Aasopalav Bungalows, Bhaikaka Nagar, Thaltej, Ahmedabad – 380 059, Mob. No. 99784-06295 (Email: vmppargi1659@gmail.com)]

21. DISPUTE AND APPEAL:

The Board and you 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 as per Circular No.AD/LEO/122-02/2012/2242
Dt.09/15/09/2020 of Secretary, PPT.

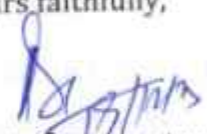
Neither party shall have the right to commence Arbitration to resolve any dispute. All such disputes which could not be settled are subject to the jurisdiction of Courts at Kujang, Jagatsinghpur District OR Honourable High Court of Odisha, Cuttack.

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 this work order and arrange signing of the agreement at the earliest.

This order is issued as per the Finance Vetting vide e-file dt.18/10/2023 & approved by Board of Paradip Port Authority vide Agenda Item No. 04(05)/2023-24 & Resolution No. 89/2023-24 dtd.31/10/2023.

Yours faithfully,



Deputy Conservator,
Paradip Port Authority