



पारादीप पत्तन न्यास
PARADIP PORT TRUST
PARADIP PORT - 754 142, ODISHA (INDIA)

ISO 9001 / 2008
APPROVED BY IRQS



IRQS
A DEPARTMENT OF
INDIAN REGISTER OF
SHIPPING



MGMT. SYS
RVAC 071
DUTCH ACCREDITATION
COUNCIL RvA

No.:MD/SHS/TECH-50/2021/ 341

Dated, the 30th March 2022

To

M/s.Seacrafts Industries Pvt. Ltd.
Flat No.23, Park Tower, Ganga Nagar,
Unit-VI, Bhubaneswar-751001
Fax No.0674-2595246

Sub: Work Order for "Annual Maintenance Contract of M. S. Navigational buoys with Self-contained lights for a period of three Years".

Ref: This Office E-Tender Call Notice No:MD/SHS/TECH/50/2021/1350 Dt.01.12.2021 published vide Tender ID: 2021_MoS_660619_1

Dear Sirs,

With reference to the above, it is to intimate that the Competent authority of PARADIP PORT AUTHORITY has accepted your offer of Rs.1,39,19,752/- (Rupees One Crore Thirty-nine Lakhs Nineteen Thousand Seven Hundred Fifty-two only) plus GST for "Annual Maintenance Contract of M. S. Navigational buoys with Self-contained lights for a period of three Years" under the following terms and conditions:

TERMS & CONDITIONS:

01. **SUBMISSION OF PERFORMANCE SECURITY DEPOSIT:** The Bank Guarantee bearing No.0394522BG0000003 Dt.23.03.2022 for Rs.4,17,593/- of State Bank of India, Paradip submitted by you, which is 3% of contract value, has been accepted and shall be kept with PARADIP PORT AUTHORITY as Performance Security Deposit for a period of 60 (Sixty) days beyond completion of contract period.

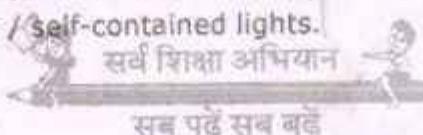
02. **SIGNING OF AGREEMENT:** You are requested to sign the agreement in a non Judicial stamp paper of Rs. 100/- within 15 days from the date of issue of work order.

03. **DATE OF COMMENCEMENT AND COMPLETION:** You should mobilize all the equipments & materials to commence the work from Dt.01.04.2022.

04. **SCOPE OF WORK:**

(A) You shall have to visit the channel and other areas where the buoys are placed, at least twice in a month to ensure that all the buoys with solar powered lanterns / self contained lights are in working condition as per requirement. Apart from this visits, if any defects related to above equipments are reported by PARADIP PORT AUTHORITY, you have to attend and rectify the defects and make it in good order within two days except adverse weather condition certified by DC/HM. All materials & spares during the maintenance period are to be provided by you on your account to maintain all the buoys in good working condition during the contract period. In case any damage to the light fittings occurred due to accident by vessels or due to any other reasons, you have to replace the damaged one with a new one. It is your responsibility to have adequate stock of spares to avoid any kind of delay/ stoppage to the Navigation. PARADIP PORT AUTHORITY will provide boat free of cost for inspection and repair of navigational buoys & solar powered lanterns / self-contained lights.

Contd....P/2.





PARADIP PORT AUTHORITY
MARINE DEPARTMENT

....
:: 2 ::

(B) You shall dry dock / repair about 08 nos. of buoys during the period of contract as per the requirement of Paradip Port Authority. During the dry dock following works are to be carried out.

- a. The buoy has to be lifted on the jetty at the Wet Basin area.
- b. The buoy surface has to be scrapped cleaned of any sea growth and external rust.
- c. The shell plating thickness measurement to be carried out and recorded. Any section needed renewal must be renewed.
- d. The chain links to be laid down on the jetty & their thickness measurement to be carried out.
- e. Zinc sacrificial anodes to be replaced
- f. The manhole doors to be opened up for internal inspection/ cleaning/ painting. The manhole to be closed with new gasket upon completion of above work.
- g. The external shell plating after the fabrication work to be sand blasted up to the base metal surface, then painting to be done with epoxy paints at least 6 coats (2 coats primer + 2 coats Anti corrosive + 2 Coats of Anti-fouling)

(C) Cost of Steel, Paints, Chain, Shackle, Annodes, Rubber Fender, Nut & Bolts, concrete sinker and thermo cole used shall be reimbursed to you as per rates quoted in the BoQ.

(D) Above work to be carried out under supervision of authorized representative of DC, PARADIP PORT AUTHORITY.

05. PAYMENT TERMS: Payment shall be made on monthly basis. The firm shall raise their Bill in duplicate for the actual executed quantity Plus GST duly certified by the Officer-in-Charge / Engineer-in-Charge. The payment shall be made within 30 days from the date of submission of complete bill in all respect. No interest shall be paid for delay in release of the bills.

06. PENALTY:

- a. Unless otherwise specified, in case of unlit of navigational buoy for a delay of more than two days or part thereof, penalty shall be charged to you at the rate 1% of the monthly contract price (in addition to non-payment of AMC Charges for these days) subject to a maximum of 5% of the monthly contract price. **Where the Penalty amount exceeds the maximum limit (Except Bad Weather Certified by DC / HM, PARADIP PORT AUTHORITY), Paradip Port Authority reserves the right to:**

i) Terminate the contract and / or ii) Forfeit the Performance Security Deposit.

- b. Once any Buoy is handed over to you for dry docking, same should be ready for deployment within one month, failing which penalty shall be charged to you at the rate 1% of the dry docking charges (Sl.No.2 of BoQ) for a delay of more than seven days or part thereof subject to a maximum of 5% of the dry docking charges (Sl.No.2 of BoQ) **(Except Bad Weather Certified by DC / HM, PARADIP PORT AUTHORITY)**

Contd.....P/3.



PARADIP PORT AUTHORITY
MARINE DEPARTMENT

....
:: 3 ::

07. **GATE PASS:** Gate passes for men & materials will be provided to your workers as per Port Rules on payment of applicable charges.
08. **TERMINATION OF CONTRACT:** Either party may terminate the contract by giving six (06) months notice. Paradip Port Authority may terminate the contract and the agreement within the contract period for the reason of major breach of agreement by giving one month notice with forfeiture of security deposit.
09. **TERMINATION FOR DEFAULT:**
- 09.1 The Board may, without any prejudice to any other remedy for breach of contract, by written notice of default sent to you, terminate the contract in whole or in part:
- (i) if you fail to execute the work within the period as specified in the contract, or any extension granted by the Board;
 - (ii) if you fail to perform any other obligation under the contract and if you do not cure, after receipt of a notice of default, your failure within the time specified in the notice. The notice of default shall specify the nature of default as well as the time within which the default has to be cured by you.
- 09.2 In the event of Board's termination of the contract in whole or in part, the Board may execute the remaining work or procure goods similar to those undelivered by you, and you shall remain liable to the Board for any excess cost for such works or goods and risks, if any.
- 09.3 No payment shall be released in your favour till all the balance works are completed in all respects. After the balance works are completed, the Board may consider payment for the items / goods that have been completed / supplied by you and accepted by Paradip Port Authority after adjustment of any additional cost that have been incurred for completing the balance works.
- 09.4 In case of termination of contract for default by you, the Board may forfeit the Performance security deposit and may not permit you to participate in any of the future tender of Paradip Port Authority.
10. **INSURANCE:**
- All the men/ women to be deployed by you for performing the contract shall be covered under ESI or medi-claim Policy against injury / accidents/ death, by you at your own cost.
- You shall indemnify Paradip Port Authority against all losses and claims in case of death or injury caused to any person by him/her during the execution of the work.

Contd.....P/4.



PARADIP PORT AUTHORITY
MARINE DEPARTMENT

....
:: 4 ::

11. **DEDUCTION:** Deduction of taxes at source shall be made from your bills in accordance with the prevailing rules of Paradip Port Authority.

While performing under the contract, the damages caused by you or your workmen to any of the Port Trust property shall be promptly made good by you at your own cost. In case you fail to repair/replace the damage, Paradip Port Authority shall have the right to take steps to make good the damages and all the cost on this account shall be recovered from your bills or any money due to you from this contract or any other contract or any other transaction. In determination of the damage, the opinion of the Deputy Conservator shall be conclusive.

Any dues arising out of failure on your part to carry out any obligation under the contract shall be deducted from your bills or from any money due to you from this contract or any other contract including Performance Security.

12. **OFFICER IN CHARGE:** The entire work shall be carried out under the supervision of Sr. Hy. Surveyor I/c, Paradip Port Authority.

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 as per Circular No.AD/LEO/122-02/2012/2242 Dt.09/15/09/2020 of Secretary, PARADIP PORT AUTHORITY. 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 the above work order and arrange signing of the agreement at the earliest.

Yours faithfully

Deputy Conservator
Paradip Port Authority

Copy to:

1. All HoDs, PARADIP PORT AUTHORITY / CVO, PARADIP PORT AUTHORITY / Dy. Commandant, CISF Unit, PARADIP PORT AUTHORITY
2. HM, PARADIP PORT AUTHORITY / Sr. ME, PARADIP PORT AUTHORITY / SHS, PARADIP PORT AUTHORITY / ME, PARADIP PORT AUTHORITY
3. Bill Section, Marine Department, PARADIP PORT AUTHORITY / Office Order Guard File.