



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

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SHIPPING



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RVAC071
RVA ACCREDITATION
COUNCIL RVA

Dated, the 11th October 2019

No.: MD/ACCTS/WK-R-20/2017/ 1449

To
M/s. Sadhav Offshore Engineering Company
521, Loha Bhawan, P. D. Mello Road,
Masjid (East), Mumbai

Sub: Work Order for the work "Manning, Maintenance and Commercial Operation of PPT Dry Dock and other Ancillaries on Payment of License Fee for a period of 5 years".

Ref: This Office E-Tender Call Notice No: MD/ACCTS/WK-R-20/2017/554 Dt. 15.04.2019

Dear Sirs,

With reference to the above, this is to inform that your H-1 offer of Rs. 66,600/- (Rupees Sixty-six Thousand Six Hundred only) per day plus GST for the first year of contract for "Manning, Maintenance and Commercial Operation of PPT Dry Dock and other Ancillaries on Payment of License Fee for a period of 5 years" has been accepted under the following terms and conditions:

TERMS & CONDITIONS:

01. **QUOTED PRICE:** The per day quoted price of Rs. 66,600/- is the per day rate for the 1st year only. 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.
02. **SUBMISSION OF SECURITY DEPOSIT:** You have submitted the Bank Guarantee bearing No. 00131PEBG190012 Dt. 11.09.2019 for Rs. 1,00,00,000/- (Rupees One Crore) and the Bank Guarantee bearing No. 00131PEBG190013, Dt. 09.10.2019 for Rs. 3,91,70,780/- (Rupees Three Crore Ninety One Lakh Seventy Thousand Seven hundred and Eighty) total amounting to Rs. 4,91,70,780/- (Rupees Four Crore Ninety One Lakh Seventy Thousand Seven hundred and Eighty) only having validity up to 10.09.2021. You are directed to keep the Bank Guarantee valid upto a period of 3 months after completion of contract.
03. **SIGNING OF AGREEMENT & COMMENCEMENT OF WORK:** You should within 15 days of receipt of this work order, prepare and execute an agreement with the PPT in the prescribed form. The agreement shall be made in two sets, one original and one copy. One copy of the agreement shall be given to you. All the expenses towards preparing the agreement shall be borne by you.
04. **DATE OF COMMENCEMENT AND CONTRACT PERIOD:** Contract has been commenced with effect from 01.09.2019 and all the charges as per this contract shall be paid retrospectively. Contract period for this work is for a period of 05 years with effect from Dt. 01.09.2019.

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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 ..

05. **USE OF DRY DOCK BY PPT:**

You should give preference for dry docking repairs of PPT vessels. If the dry dock is required by PPT, it should be made available within 30 (thirty) days notice for routine dry docking repairs. But in case of emergency docking / repairs of PPT vessels, the dock shall be made available immediately after undocking the existing vessel in the dry dock. In case of utilization of the Dry Dock by PPT, PPT will pay the per day charge to you 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 mutual agreed rates.

06. **FORCE MAJEURE:**

- i) In the event 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 assets of the dry dock due to force majeure then repairs of the same shall be undertaken by PPT.
- ii) The term "Force Majeure" as employed shall mean acts of God, War, Revolt, Riot, Cyclone, Fire (not caused by negligence of your employee) strike when the same is not limited or attributable solely to your 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 dry dock due to any inclement weather or any other emergency and major damage to the civil structures then you need not to pay the rental charges for that particular period.

07. **SCOPE OF WORK & TECHNICAL SPECIFICATIONS:**

Under this contract, Paradip Port Trust shall outsource PPT DRY DOCK having Length=75.00 Mtrs., Breadth=15.00 Mtrs. and Depth of 6.00 Mtrs. below chart datum and fitted equipment with other ancillaries along with a back up space as mentioned below on "as is where basis" and a Marine Workshop having 400 Sq. Mtrs. space and few machineries for MANNING, MAINTENANCE AND COMMERCIAL OPERATION ON PAYMENT OF LICENCE FEE FOR A PERIOD OF 5 YEARS.

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(A) LIST OF ASSETS / EQUIPMENTS :

Sl.No.	Descriptions	Quantity
DRY DOCK AREA		
01	Dry dock 75m x 15m X -6m & Back up space as demarcated in the picture at clause(3).	01 No.
02	Caisson Gate	02 Nos.
03	Vertical turbine Pumps & Motors - 1500 cu.m	02 Nos.
04	Submergible Pumps & Motors-100 / 50 cu.m	(01/1) Nos.
05	Electric Over head crane 10/3 ton	01 Nos.
06	Electric Capstan	03 Nos.
07	Electrical installation(MSB, BREAKERS, METERS etc)	01 No.
08	Fire Pump Motor Driven(30KW)	01 No.
09	Fire Pump Engine Driven (30KW)	01 No.
10	Docking blocks: Concrete blocks	49 Nos.
11	Docking blocks: Cast Iron Blocks	20 Nos.
MARINE WORK SHOP		
12	Electric Overhead crane capacity : 5 MT	01 No.
13	Lathe machine Type-EP3225	01 No.
14	Lathe machine Type-H26	01 No.
15	Bending Machine	01 No.
16	Stand Drill Machine	01 No.
17	Enclosed space for workshop of 400 sq.m area (approx.)	

(B) SCOPE OF WORK:

You are required to:

- Deploy Officers and Staff for the Manning, Maintenance & Commercial Operation of the Dry Dock along with the Workshop in three shift basis for 365 days in a year. All the deployed personnel should use proper PPE while working at Dry Dock site.
- Carry out Docking / Undocking of vessels of appropriate size in the Dry Dock. Docking and undocking of the vessel in and out of the Dry Dock shall be your responsibility.
- Carry out Commercial operation of the Dry Dock. Outside vessels and PPT Vessels may use the dry dock for routine / emergency dry docking / repairs, under water inspections and surveys etc. However, PPT vessels shall have the priority over all other vessels and dock shall 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 dock.

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PARADIP PORT TRUST
MARINE DEPARTMENT

.. 4 ..

- (d) Housekeeping of Dry Dock and Workshop shall be maintained at top order. Your Scope for routine work shall cover, but not limited to the followings:
- i. Removal of muck / mud and any other foreign materials from the floors of Dry Dock, pump suction well and sitting face of caisson gate.
 - ii. Generated all waste, waste grids, waste oil and scrap materials from the vessels and yard area shall be disposed off by you at your own expenses from time to time to keep the area clean. You shall take utmost care for storing of used oil to avoid any kind oil pollution inside the dock and shore. In case of levy of any penalty for oil pollution by any state / central statutory authority then same shall be borne by you.
 - iii. Cleaning of surrounding spaces of Dry Dock, Toilets and approach road shall be done regularly.
 - iv. 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.
 - v. **Spares and stores:** You will bear the expenses for spares and consumables for routine maintenance and repairs of machineries. You shall arrange the required spare and repair the machineries to avoid any delay in operations. Only the existing spares which are already in the stock and in process, shall be handed over to you without any additional cost along with other assets.
 - vi. All the steel structures of crane, caisson gate and piping for the pumps shall be de-rusted and painted at least once in a year. The required paints, chemical and consumables for the running maintenances shall be on your account.
- (e) Shall carry out routine and periodical maintenance of all the machineries and equipments attached to the dry dock.
- (f) Shall carry out the routine / break down maintenance of the overhead cranes in the workshop as well as in the dry dock with required spares at your own cost. Structures including safety guard rails are to be repaired and renewed as and when required to maintain the cranes in good and safe working conditions. All the hooks to be tested once in a year through an authorized / approved test centre by classification society or Directorate of dock safety.
- (g) 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 dry dock due to lack of maintenances except force Majeure.

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PARADIP PORT TRUST
MARINE DEPARTMENT

5

- (h) You shall carry out one time initial repairs to make all the equipments functional without any financial liability to PPT. All the cranes must be load tested before putting in to use. Also every year the cranes are to be load tested and the copy of test certificate to be submitted to the office of Marine Department for record. The cost towards testing shall be borne by you.
- (i) Requirement of any additional infrastructure facility, than the above for safe docking and undocking of vessels, shall be under your scope.
- (j) You shall be responsible for keeping the dry dock, 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 your account. You should carryout PMS, major / minor repairs of dewatering pumps, submersible pumps, capstan, and cranes as per the OEM schedule with repairs / renewal of spares. All the electrical motors, breakers, MCBs, lights to be repaired / renewed as and when required without any additional cost to PPT.
- (k) Shall carry out routine dry docking repairs of both caisson gates at an interval of 5 years with required spares and stores. In addition to routine dry docking repairs of caisson gates, if required due to leakages / damages then dry docking repairs shall be carried out as and when required. All the cost towards dry docking repairs of caisson gates including cocking charges, stores and spares shall be on your account.
- (l) Prior to commencement of contract, a joint inspection will be carried out with your representative and representative of Deputy Conservator, PPT. Each and every movable / immovable items and their condition under the dry dock head shall be accounted for and recorded under joint signature.**
- At the end of every year and at the end of contract period, the said list shall be cross-checked. In case of any item / equipment is found to be missing or damaged or in such state, which cannot be attributed due to normal wear & tear, the cost of such damage to the property shall be assessed by Deputy Conservator and recovered from you. Finally after completion of contract period again joint inspection shall be carried out and you should handover back all the assets to PPT in the same condition. In case any damages are noticed then same should be repaired before handing over otherwise PPT shall under take the work and the cost of repairing shall be recovered from your security deposit.**
- (m) A layup berth of 80 Mtrs. lengths next to the Dry Dock shall be available for use by you on payment to PPT as per Scale of Rates. In case if you are requiring any additional berth for securing vessels for layup, same shall be obtained from the Traffic Department in DTR meeting through your agent.
- (n) If you 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 your account or security deposit.

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PARADIP PORT TRUST
MARINE DEPARTMENT

11/6/12

08. **POWER SUPPLY:** Paradip Port Trust shall provide electrical power supply according to your requirement through a feeder panel & Main Switch Board (MSB) 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.** You will have to pay the revised rate as and when it is done. You should supply the inspected and calibrated electric KW meter from the competent authority for recording and monitoring the electricity consumption. The costs towards the KW Electric Meter shall be borne by you. You 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 you should replace at your own cost. In addition to this, you are required to have a backup power supply system to attend any emergency work and to provide Watch & Ward. You shall provide sufficient lights in and around dry dock for maintaining the safe working practice during dark hours on your own cost.
09. **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.
10. **WATCH & WARD:** During the execution of the contract, it shall be your responsibility to arrange watch and ward of the assets. In case of any theft / loss of PPT property from the Dry Dock site, you shall be liable to compensate to PPT.
11. **INSURANCE & LABOUR LAWS:** You shall have to take insurance covering 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 insurance policy should be applicable for entire contract period. In case you do not pay the above stated amount within the reasonable time period then PPT will pay and same shall be recovered from your security deposit.
- You 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.
12. **YOUR OFFICE:** You shall provide & maintain an office at Paradip. Such office shall be opened at all reasonable hours to receive, instructions, notices and other communications. PPT may provide the required accommodation for office and senior officers depending on the availability. Necessary approved charges for this will have to be paid by you.
13. To maintain the dry dock in working condition, you should carryout maintenance of civil structures such as dry dock floors, diaphragm walls, sealing faces, pump rooms, safety guard rails around the dry dock etc with your own cost.
14. **UNDERWATER REPAIR / DRY DOCKING OF THE CAISSON GATE**
Regular maintenance of underwater areas sealing faces of caisson gates must be carried out. Dry docking / repairs of caisson must be carried out once in five years including renewal / repairs of woods, sealing rubbers, overhauling & repairs of all the valves, and grid blasting and painting of internal and external surface areas. The cost towards labour and spares for dry docking repairs of caisson gates, valves, renewal woods, rubber seals shall be borne by you. The dry docking of Caisson Gates shall be carried out at an interval of five years. You should plan the repairs of caisson gate, civil structures, and pumps etc in such a way, so that dry dock operation will not hamper. No layup period for the dry dock shall be allowed to carry out the above repairs.

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PARADIP PORT TRUST
MARINE DEPARTMENT

13

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15. **TERMINATION OF CONTRACT:** If desire, you 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 months notice along with forfeiture of EMD / Security deposit. Also PPT may black list you from participating in any tender of Paradip Port Trust for a period of 6 (six) months to 2 (two) years.

Paradip Port Trust may terminate the contract in whole or in part with forfeiture of EMD / Security Deposit:

- i. If you fail to execute the work within the period specified in the contract, or any extension granted by PPT;
 - 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.
16. **PAYMENT TERMS:** You shall start payment of License Fees from the date of actual commencement of the operation of the Dry Dock i.e. w.e.f. Dt.01.09.2019.

You must pay the total monthly rent including GST as applicable by end of the running month in the form of Demand Draft or Banker's Cheque drawn in favour of FA & CAO, PPT through any nationalized bank which is having branch at Paradip or by E-payment such as NEFT/ RTGS. In case the operation of the dry dock 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, you shall have to pay interest @ 2% per month or part thereof. In case you fail 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.

Electricity & water charges shall be paid by you 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 your security deposit.

17. **NOTIFICATION OF DRY DOCK HIRE CHARGES FOR THE USERS:**

The dry dock 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 you. In case of utilization of the Dry Dock by PPT, PPT will pay the per day charge to you 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 mutual agreed rates.

18. **YOUR OBLIGATION:**

You shall use the dry dock and other equipment under this contract only for the repair of vessels limiting it from docking to undocking only.

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PARADIP PORT TRUST
MARINE DEPARTMENT

12

8

- (a) You 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) You shall allow vessels to the Dry Dock 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 Dry Dock, shall be your responsibility.
- (d) You shall give preference for dry docking repairs of PPT Vessels. If the dry dock 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 for the Dry Dock.
- (f) You 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) ***You shall verify the antecedent of the workmen, from security angle, prior to engaging them for execution of this contract and confirm in writing. You shall be directly held responsible for any anti national activities carried out by workmen engaged for the work.***
- (h) **Payment of EPF & ESI:** You will be entirely responsible for the execution of the contract in all respects according to the terms and conditions as specified in the tender. You should follow all the latest labour rules as per the Central / state Government circulars / orders. You shall have to pay the EPF / ESI as per the rules during the contract period for the workers deployed for this contract.

19. PPT's OBLIGATION:

The PPT's 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 your officers and staffs subject to availability and acceptance of prevailing terms and conditions by you.
- (e) The dredging of the approach to dry dock & layup berth shall be by PPT.

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PARADIP PORT TRUST
MARINE DEPARTMENT

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20. **OFFICER IN CHARGE:**

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

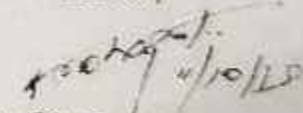
21. **DISPUTE AND APPEAL:**

- i) If you desires to appeal against the decision of the Deputy Conservator against the rejection of any work as not being in accordance with the contract, you shall appeal to the Chairman, Paradip Port Trust within fourteen days after the Deputy Conservator's decision and if an appeal is so preferred the decision of the Chairman, PPT shall be final and binding.
- ii) It may be remembered that the Indian Arbitration Act, 1940 or any modifications or re-enactment thereof, amendment and the rules made thereunder are not applicable to this contract. In case of any dispute arising out of this contract, the same shall be referred to the Court of Law, under the jurisdiction of Sub-Divisional Magistrate, Jagatsinghpur or to the Honourable High Court, Cuttack, Odisha within 30 (thirty) days of such dispute for adjudication of the issue.

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