



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

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INDIAN REGISTER OF
SHIPPING



NGMT SYS
RVAC071
DUTCH ACCREDITATION
COUNCIL Rva

No.:MD/ACCTS/WK-R-14/2021/171

Dated, the 14th February 2022

To

M/s. Albatross Shipping Agency (India) Pvt. Ltd.
2nd Floor, New Harileela House, Mint Road,
Opposite GPO, Fort, Mumbai - 400001
E-mail ID: albatrossshipping50@gmail.com / albatrossshipping23@gmail.com

Sub: Work Order for the work "Supply of 07 Nos. Mooring Crew for daily on shifts operation for a period of five years".

Ref: This Office E-Tender Call Notice No:MD/ACCTS/WK-R-14/2021/1090
Dt.01.10.2021

Dear Sirs,

With reference to the above, this is to inform that your offer of Rs.66,84,986/- (Rupees Sixty-six Lakhs Eighty-four Thousand Nine Hundred eighty-six only) Plus GST, for the work "Supply of 07 Nos. Mooring Crew for daily on shifts operation for a period of five years" has been accepted under the following terms and conditions:

TERMS & CONDITIONS:

- SUBMISSION OF PERFORMANCE SECURITY DEPOSIT:** The Bank Guarantee bearing No.0263BG000032022 Dt.04.02.2022 for Rs.2,00,550/- submitted by you, which is 3% of contract value, has been accepted and shall be kept with PPT as Performance Security Deposit till completion of contract.
- 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 this Work Order.
- DATE OF COMMENCEMENT AND COMPLETION:** You should deploy the Mooring Crew and commence the work within 30 (thirty) days from the date of issue of Work Order. The contract shall remain valid for a period of five (05) years from the date of actual commencement. However, PPT reserves the right to extend the contract further at same rates, terms and conditions to meet the operational requirement till finalization of new contract.

If you fail to commence the work within the stipulated period of 30 days, the contract will be cancelled and Performance Security Deposit shall be forfeited.

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

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



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04. SCOPE OF WORK & TECHNICAL SPECIFICATIONS

- (A) The contract involves supply of 07 Nos. Mooring Crew for assisting Mooring / Unmooring of VLCCs or ULCCs at the single point mooring (SPM) located about 10 miles from the port and attending to shipping movements at south oil jetty, north oil jetty and in the harbour & other port operations as per requirement and Maintenance of Tugs, Floating Crafts and Other Marine Operations under Marine Department, Paradip Port Trust for a period of 05 (five) years. All the crew must be of Indian Nationalities.

- (B) Minimum Qualification requirement for the Mooring Crew are as under:

Mooring Crew - 07 Nos.

Minimum Qualification:

- i) Should passed HSC or its equivalent
 - ii) Should know swimming
 - iii) Should passed pre-sea training for seaman / G. P. Rating from a Government recognized institution
- (C) All the above mooring crew must be within the age of 18 years to 60 years and must know swimming. They shall have to pass swimming tests.
- (D) The firm should submit bio-data of all workmen prior to engagement and take approval.
- (E) The above workmen will be posted at Marine Site Offices and assigned Port Operational & Maintenance Works or various other services & operational work as per requirement of PPT.
- (F) They should be medically fit to carry out the Marine Operations. Fitness Certificate is required to be submitted from Govt. medical practitioner.
- (G) The costs for mobilization and de-mobilization of the above workmen are on the account of the contractor.
- (H) All the personnel engaged for the contract should be of Indian Nationality.
- (I) 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, wages (Minimum wages as circulated from time to time by Govt. of India, Ministry of Labour and Employment) etc. Personal Protective Equipments for safe working shall be provided.
 - 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.

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- (J) The Contractor shall carry out the works strictly in accordance with Scope of Work and Terms & Conditions of 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.
- (K) PPT 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 Deputy Conservator immediately after the incident.
- (L) All workmen shall comply with all lawful instructions from the Deputy Conservator or the Officer duly authorized by him.
- (M) The security of the above personnel will be the responsibility of the Contractor.
- (N) 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.
- (O) 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

05. AVAILABILITY & PENALTY:

Minimum guaranteed availability of workmen shall be for all days in a Calendar Month or part thereof except their weekly off days. The weekly off day shall be decided by Chief Officer (F), PPT / HM, PPT, which shall be allowed in rotation. The workmen shall carry out either shift duties of eight hours in a day or rotation duty as directed by Chief Officer (F), PPT / HM, PPT or their representatives. However, in case of any emergency / crisis management, the workmen shall carry out additional duties as per the requirement without any additional financial liability on PPT.

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.

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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.

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

07. **PAYMENT:**

Payment shall be made at the end of each calendar month. The bill shall be submitted in duplicate. Payment shall be made within 15 days from the date of submission of bill clear in all respects. However if payment of bill is delayed after 15 days for any reasons, the contractor shall not be entitled for claiming any interest. Payment shall be made in Indian Rupees only.

08. **INSPECTION:**

The execution of the work shall be under the supervision of Harbour Master, PPT / Pilots, PPT / Chief Officer (Flotilla), PPT.

09. **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, including Indian Workmen's Compensation Act, Contract Labour (Regulation and Abolition) Act, 1970 and equal Remuneration Act, 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, Merchant Shipping Act, and other maritime legislations/rules/regulations, the Dock Worker's Act-1948 etc., in as far as they are applicable to this contract. You shall indemnify and keep the Board indemnified in case any proceedings are taken or commenced by any authority against the Board for any contravention of any of the laws, bye laws or scheme by you. If as a results of your failure, negligence, omission, default or non-observance of any provisions of any laws, the Board is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the Board shall be entitled to deduct the same from any moneys due or that may become due to you under this contract or any other contract or otherwise recover from you any sums which the Board is required or called upon to pay or reimburse on your behalf.

Notwithstanding the contractual obligation the Board shall be entitled to all protections and defences under the provisions of the Major Port Trusts Act, 1963 and the Indian Ports Act 1908 including any amendments / changes as may be incorporated.

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10. CONTRACTOR'S SUBORDINATE STAFF & THEIR CONDUCT:

- a) You 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, you, 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 3 days at your expense by a qualified & competent substitute. Should you 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 your staff etc. or incidental or arising out of the execution of the Contract.

11. TERMINATION OF CONTRACT:

- (a) The contract and agreement shall be terminated within the contract period for the reasons of major breach of agreement with forfeiture of Performance Security Deposits along with blacklisting the firm for a period of 02 years from participating in any tender of PPT.

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12. 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.

The above has got the e-concurrence of F&A Department, PPT vide No.FIN/PURCHASE/893/MARINEDUMMYHI Dt.06.01.2022 and e-approval of Dy.Chairman, PPT Dt.24.01.2022

Yours faithfully


Dy 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-1 (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.