



PARADIP PORT TRUST
MARINE DEPARTMENT

No.:MD/SPG/1/2/2015/1303

Dated, the 12th September 2018

To:
M/s.Sadhav Shipping Ltd.,
618, Laxmi Plaza,
New Link Road,
Andheri (West), Mumbai

Sub: Work Order for "Operation and Maintenance of Oil Spill Response (OSR) Facility at South Oil Jetty including supply of Materials" for a period of 5 (five) years.

Ref: 1.This Office E-Tender Call Notice No.:MD/SPG/1/2/2015/115 Dt.07.02.2018
2.This Office LOA No.:MD/SPG/1/2/2015/1185 Dt.24.08.2018
3.Your Letter No.:SSL/PPT/096/18-19 Dt.06.09.2018

Dear Sirs,

With reference to the above, this is to inform that your offer for Rs.3,97,20,000/- (Rupees Three Crores Ninety-seven Lakhs Twenty Thousand only) including all taxes & duties except GST (GST shall be paid extra as per prevailing rates) towards "Operation and Maintenance of Oil Spill Response (OSR) Facility at South Oil Jetty including supply of Materials for a period of 5 (five) years" has been accepted under the following terms and conditions:

TERMS & CONDITIONS:

(A) SUBMISSION OF SECURITY DEPOSIT

The Bank Guarantee bearing No. bearing No.0160JPEBG181028 dated 05.09.2018 Issued by Bank of India, Mumbai Large Corporate Branch, Bank of India Building, 4th Floor, 70-80, M. G. Road, Fort, Mumbai for Rs.3,97,200/- submitted by you, which is 1% of contract value, has been accepted as Initial Security Deposit (ISD). After deducting the EMD of Rs.8,28,000/- and ISD of Rs.3,97,200/- from the stipulated security deposit of Rs.39,72,000/- (i.e. 10% of accepted contract value), the balance amount will be recovered in instalments through deduction at the rate of 10% of the value of each of your running bills subject to attaining the required amount by the last monthly bill. Your EMD shall be refunded on receiving BG of equivalent amount.

(B) SIGNING THE 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.

(C) DATE OF COMMENCEMENT OF WORK:
You shall mobilize all the equipments & materials to commence the work within four months from the date of issue of work order.

(D) CONTRACT PERIOD :
The contract period is 05 years from the date of commencement.

(E) LIQUIDATED DAMAGE: (L. D.)

a. Unless otherwise specified, in case of delay in completing the work, liquidated damage shall be charged to you at the rate 0.25% of the contract price for a delay of one week or part thereof subject to a maximum of 5% of the contract price. **Where the Liquidated Damage amount exceeds the maximum limit, Paradip Port Trust reserves the right to :-**

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

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- b. In case of "substantial completion" of a section of work and subsequent taking over by the purchaser within the scheduled date of completion, the liquidated damage shall be levied on the cost of balance portion of the works which are completed after the scheduled date. ***"Substantial Completion" of a section shall mean that the section has been completed, passed the tests, if any, to meet it's intended purpose and can be used by the purchaser for that purpose.***

(F) SCOPE OF WORK:

The contract involves supply of materials, trained manpower, Workboat, deployment of rigid oil boom and Oil Spill Response Facilities for carrying out Oil Spill Response at South Oil Jetty round the clock during vessel at berth on 24X7 basis in three shifts.

Detail Scope of Work

1. You shall have to mobilise all the required materials, tools tackles and manpower at your own cost to execute the contract as per the scope of work. Each shift should have minimum 04 Nos. trained manpower to encircle the entire ship of length ranging from 148 meters to 260 meters and maximum beam of 45 meters within 60 minutes from the declared time of all fast of the vessel (which will be confirmed from the Port Signal Station) and also able to contain oil spill either from ship or from terminal. On Berthing, entire ship has to be encircled with rigid oil boom to make a complete circle all around the ship so that no oil can escape from oil boom in case of oil spill.
2. While laying down the boom, care must be taken to maintain the gap of minimum 5 metres between oil boom and ship hull.
3. While cargo operation is in progress, constant monitoring of any oil spill all around the ship to be carried out and required more attention during dark hour to avoid any kind of oil pollution. Proper communication to be maintained between the terminal, ship and port control through Intrinsically Safe Equipments for communication. You shall have to provide sufficient equipment for proper communication at your own cost to the deployed personnel.
4. On completion of cargo operation, entire laid up boom shall be retrieved immediately and should not take more than 60 minutes to clear up the sailing route of the vessel. Then all the materials shall be stored back properly on hydraulic operated reel for further use.
5. Two nos of hydraulic operated reel to be provided on forward and aft part of the oil berth or at any convenient place to store 300 meters of rigid boom in each reel for easy and instant use in normal operation and also in case of any emergency.
6. **Joint inspection / exercise shall be carried out annually by Port Authority, MMD, Coast Guard, OISD, IOCL for effectiveness of pollution response equipment and efficiency of manpower, any observation/shortfall shall be incorporated/complied by you on your own cost.**

You shall undertake regular internal and external exercises that include deployment of equipment to demonstrate a satisfactory level of proficiency. Internal exercises shall be conducted in-house for your training and evaluation purposes while the external exercises shall incorporate the Employer, PARADIP PORT TRUST, Participating Oil Companies and the Indian Coast Guard and shall be scheduled as mutually agreed.

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Three types of exercises will be conducted;

Exercise Type	Description
A	You must conduct exercises on bi-monthly basis on a mutually agreed date for ensuring readiness of all OSR equipment, services and personnel to meet the emergency situation because of oil spillage in presence of PPT representative. Also you should maintain all necessary documents for the record and future audit. Apart from above, you should carry out at least twice mock drill in a year.
B	Emergency Response Exercise (Tier-1) to be performed by you once in a year which will be witnessed by the representative(s) of PPT, All Oil companies & Coast Guard.
C	If required Scenario Specific Exercises to be designed and carried out with participation of PPT and other external agencies on mutual arrangement.

7. Technical specification of the Materials

1. Rigid Oil Containment Boom (Solid Floatation Boom) – 750 Mtrs:

- (a) Height - minimum 600 mm
- (b) Freeboard - minimum 200 mm
- (c) Draft - minimum 400 mm
- (d) Fabric - U-V Resistant PVC Coated Polyester
- (e) Fabric Tensile Strength - 200N/Sq.mm (Min)
- (f) Fabric Thickness - 3 mm
- (g) Fabric Flammability - Burn Rate Less Than 100 mm / min
- (h) Floatation - Hard Shell Floats filled with Polyurethane Foam which makes the Boom Float water Impregnable or External Float
- (i) Ballast - Galvanized Iron Chain
- (j) Handling - PVC Hand-held Grips
- (k) Section Length - 25 to 30 Meters
- (l) Section Inter-Connection - A.S.T.M. Z-type connectors quick slide made of Aluminium or A.S.T.M. F-962 type connector
- (m) Towing Speed (Straight-line Mode) - 5 Knots
- (n) Towing Speed (Sweep Mode) - 5 Knots

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- (o) All the accessories including boom bag / reel along with all associated ancillaries, protective cover, lifting slings, Dock edge protection mat, sea anchors, boom and bag towlines, flexible dynamic response connectors between boom sections, etc. shall be supplied by you.
- (o) Oil boom shall be supplied preferably from one of the following vendors but not limited to these suppliers:- Lamor, Elastec / American., Marine, ECO service, NEFTEGAZ, Markleen, Vikoma, Ro-clean Desmi, Spilcare, Al Maritim, Expandi, Aqua Guard, ESP, Pollex.

Note: An inspection certificate for tensile strength and fabric flame retardant test and other test specification to be furnished from any classification society of IACS Members.

II. Hydraulic Power Reel for Boom - 02 Nos.:

- (a) Overall Dimensions - Suitable sizes to accommodate Approximately 300 Mtrs. Boom.
- (b) Material of Construction - Carbon Steel Grade A OR Marine Grade Aluminium
- (c) Primary Drive - Hydraulic Motor-Epicyclical Gearbox Drive Unit (Chain Drive not permitted)
- (d) Secondary Drive - Mobile Hydraulic Power Pack

III. Power Pack: - 02 Nos.

- (a) Prime Mover - 10 H.P. Diesel Engine, Electric Start with manual hand start of reputed make with spark arrestor
- (b) Hydraulic Pump - Positive displacement pump
- (c) Civil Work - For Installation at Jetty / Dolphin.
In case of any requirement of Electricity, Fresh Water during the Installation & Commissioning of OSR Equipments, then you should get the same from respective Departments of PPT on payment of applicable charges.

IV. Personal Protective Equipment (PPE)

You should supply at your own cost all the PPE to the deployed personnel. In addition to PPE, you should keep followings safety equipment as stand by to meet the emergency requirement:

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| a. Floating chemical resistant suit | - | 2 Pairs |
| b. Chemical resistant hand glove | - | 2 Pairs |
| c. Anti-skid chemical resistant shoe | - | 2 Pairs |
| d. Life jacket | - | 2 Nos. |
| e. Gas mask | - | 6 Nos. |
| f. Chemical resistant safety goggle | - | 6 Nos. |
08. Supply of Self propelled Work Boat having valid registration and insurance with manning crew along with Portable Spraying Machine (Capacity: Minimum 15 Ltrs.), Sorbent Pad (100 Nos.) etc. In case the work boat is out of operation due to break down or dry docking repairs, you shall arrange for another boat of similar capacity to carry out day to day work till repairing is completed to the deployed boat.
09. Operation & Maintenance of the supplied equipment and laying up fixed booms every time after berthing of tanker and retrieving the same after completion loading / discharging of petroleum product.
- Note: All the deployed personnel must have undergone DG Approved basic STCW course. During vessel stay at berth, each shift should have minimum 01 Nos. of IMO levels-I certified Crew. Entire operation shall closely supervised by one no of IMO Level-II certified personnel.
10. You will be fully responsible for keeping the workboat in sea-worthy conditions at all times for round the clock use. For the above, all the operational costs including stores, spares, lubricants, fuel, wages of staff, provident fund, victualling, dry docking and repairs, survey etc. will be to your account. Paradip Port Trust will provide free berthing facilities, shore power supply and fresh water when the vessel is berthed at the Wet Basin. Similarly, you will be fully responsible for keeping all the OSR equipments in fully effective operational conditions.
11. You shall carry out the work strictly in accordance with the contract to the satisfaction of the Deputy Conservator, PPT or his representative 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. In case of any emergency / oil spill at any part of the PPT harbour/SPM, PPT reserve the right to engage the personnel and equipment supplied by you without any additional cost.
12. **PPT will not be responsible for any damage suffered by the workboat 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 Equipments during combating pollution are to be replaced by you at your own cost and same may also be brought to the notice of Deputy Conservator, PPT immediately.**
13. The Master and all the crew of the workboat shall comply with all lawful instructions from the Deputy Conservator or the Officer duly authorized by him.

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14. You shall have to maintain an office at Paradip for accommodation of your agent and staff and such office shall be opened at all reasonable working hours to receive instructions, notices or other communications. For accommodation of your office and senior officers, Paradip Port Trust may provide available office space and quarters on request from you depending on availability. Necessary approved charges of the Port Trust will have to be paid for the above by you.
15. If the delay in sailing of the vessels occurs beyond the stipulated time due to your fault, then, the charges as per PPT Scale of Rates shall be recovered from your bill for the delayed period in addition to non-payment of quoted charges for the day. [Per day rates shall be calculated by dividing the monthly quoted rates by 30 (thirty)].

16. Maintenance of Equipment and other facilities

You shall implement a maintenance management program within 6 months after award of contract for the Equipment and Facilities. The maintenance program must enable you to plan, schedule and track all maintenance. Seasonal conditions for summer, monsoon and winter operations will be taken into account in this maintenance management plan. You shall carry out planned maintenance as per the OEM's recommendations/ schedule with proper records with a copy to the Deputy Conservator, PPT. In case of damage to boom and any other OSR Equipment during the contract, you should replace the damaged Equipments within 15 (fifteen) days.

17. Demobilisation of equipment and clearing off the site:

You shall demobilise all the equipment and materials from the site within 30 days from the date of expiry of the contract with your own cost.

- (G) **Penalty:** In any case of pollution control equipment and workboat are not ready for service at any point of time then the penalty will be levied from time and date of such unavailability as follows, in addition to non payment of daily rates. Per day rate shall be achieved by dividing the monthly rate with No. Of days for that particular month.

Up to 15 days	30% of daily rates or part thereof on pro-rata basis.
Beyond 15 days	50% of daily rates or part thereof on pro-rata basis.

In case the pollution controls equipment and workboat not available for operation for more than 30 days, then suitable replacement shall be provided from 31st day by you at no extra charge. You can offer the replacement even before 30 days. Under any circumstances, if you fail to provide the pollution controls equipment, workboat and workmen beyond 60 days, then the contract is liable to be terminated and you shall be debarred from participation in any tender under Paradip Port trust for 02 years and forfeiture of security deposits.

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

(I) **INSPECTION:**

The entire work shall be carried out under the supervision of Officer-in-Charge, Pollution Control Cell, PPT / Marine Engineer, PPT.

(J) **PAYMENT TERMS:**

You shall raise the bill on monthly basis as per the actual quantity executed during that month plus GST as applicable. Payment shall be released within 30 days from the date of receipt of bills in duplicate.

Note: All payments will be released through RTGs / e-payments. You are therefore requested to furnish the information as per the prescribed format along with each of their claims / Bills.

(K) **TERMINATION OF CONTRACT:** 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 major breach of agreement by giving one month notice with forfeiture of security deposit.

(L) **TAXES:**

Income Taxes as applicable shall be recovered from the gross amount of the bill. The same can be exempted on production of certificate from the appropriate authority along with the bills.

(M) **INSURANCE:**

- a. 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.
- b. You shall indemnify Paradip Port Trust against all losses and claims in case of death or injury caused to any person by him/her during the execution of the work.

(N) **Generation of Records**

You shall maintain the followings registers / documents in connection with this contract within 15 days from award of work for verification by the Officer / Engineer-in-Charge (O/EIC):

1. Daily Log book
2. Hindrance Register
3. Site Instruction Register
4. Site Account register for Material

(O) **Watch & Ward:**

During the execution of the contract, it shall be the your responsibility to arrange watch and ward of the work including the raw materials, machineries and equipment used for the work at your own cost till the contract is completed in all respects and accepted by PPT.

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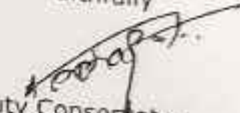
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(P) **APPEAL:** If you desires to appeal against the decision of the Deputy Conservator in any matter in connection with the contract, you shall appeal to the Chairman, PPT within fourteen (14) days after the Deputy Conservator's decision and if an appeal is so preferred, the decision of the Chairman, PPT shall be final and binding. Neither party shall have the right to commence Arbitration to resolve any dispute. All such disputes which could not be settled be subjected to the jurisdiction of Courts at Kujang and Hon'ble High Court of Odisha.

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. The Chief General Manager (HSE), Indian Oil Corporation Limited, Paradip Refinery Project, PO: Jhimani, Via: Kujang, Dist: Jagatsinghpur, Odisha, Pin-754141,
3. HM, PPT / Sr. ME, PPT / OIC, PCC, PPT / ME, PPT / Chief Officer (F), PPT
4. Bill Section for information and necessary action
5. Office Order Guard File.