



PARADIP PORT TRUST
MARINE DEPARTMENT

No.:MD/ACCTS-WK-R-16/2020/239

Dated, the 03rd March 2021

To

M/s.Sadhav Shipping Ltd.
618, Laxmi Plaza,
New Link Road,
Andheri (West),
Mumbai - 400053

Sub: Work Order for "Providing Assistance for Berthing / Un-berthing of Vessels and other Marine Operations for a period of three years".

Ref: 1.This Office E-Tender Call Notice No.:MD/ACCTS-WK-R-16/2020/1270 Dt.25.11.2020 bearing Tender ID No.2020_MoS_599338_1
2.LoA No.:MD/ACCTS-WK-R-16/2020/194 Dt.17.02.2021

Dear Sirs,

With reference to the above, it is to intimate that the Competent authority of PPT has accepted your price offer of Rs.2,69,91,750/- (Rupees Two Crores Sixty-nine Lakhs Ninety-one Thousand Seven Hundred Fifty only) (i.e. @ Rs.725/- per Manday) Plus GST towards "Providing Assistance for Berthing / Un-berthing of Vessels and other Marine Operations for a period of three years" as per the scope of work as attached at Annexure-I under following terms & conditions:

TERMS & CONDITIONS

01. **Submission of Security Deposit & Signing of Agreement:** The Bank Guarantee bearing No.IPEBG210157 Dt.23.02.2021 for Rs.8,09,753/- submitted by you, which is 3% of contract value, has been accepted and shall be kept with PPT as Security Deposit (SD). 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.

02. **Commencement of Work and Contract Period:** You shall commence the work within **maximum 30 (Thirty) days** from the date of issue of Letter of Acceptance (LOA). Period of Contract is for three (3) years from the date of actual commencement of work. However, PPT reserves the right to extend the contract further to meet the operational requirement till finalization of new contract at the same rates, terms & conditions.

If you fail to commence the work within the **stipulated period of 30 (Thirty) days**, thereafter the contract will be cancelled and EMD / Security Deposit shall be forfeited.

03. **Inspection:**
The entire work shall be carried out under the supervision of Marine Engineer, PPT and Chief Officer (F), PPT or their representatives.

04. **Payment terms:**
Payment shall be made on monthly basis within 15 days from the date of receipt of the bill in completed form for the actual quantity of work done after deduction of applicable Income Tax and other Applicable charges.

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

05. **Penalty:**
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 :

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PARADIP PORT TRUST
MARINE DEPARTMENT

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

No Penalty but the daily charges shall be
deducted (No work No pay)

15 to 21 days

30% of daily rates or part thereof on
pro-rata basis.

21 to 60 days

50% of daily rates or part thereof on
pro-rata basis.

Beyond 60 Days

100% of daily rates or part thereof on
Pro-rata basis.

In case the workmen 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.

06. Payment of Taxes:

You shall be liable to pay all taxes, levies, duties and GST etc. to state Govt. or Govt. of India or any other authority under any law for the time being in force in respect of or in accordance with the execution of the contract. PPT shall reimburse the new taxes introduced by the Govt. during the contract period, if applicable under this contract.

07. Port Entry Pass: You must provide Port Entry Passes to all the workmen on payment of applicable charges. In case of increase in the Port Entry Charges for the workmen during the contract period, PPT will reimburse the increased amount only.

08. Insurance, EPF, ESI:

(a) You shall have to take insurance covering all the workmen for payment of compensation of Rs.10.00 Lakhs (Rupees Ten Lakhs) in the event of death or permanent disability resulting from loss of both limbs and Rs.7.00 Lakhs (Rupees Seven Lakhs) 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. If you do not pay within reasonable time then PPT shall make the payment and same will be recovered from your bills or Security Deposits.

(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) You shall have to pay EPF, ESI as per Labour rules, under EPF & MP Act, 1952 and under ESI Act, 1948).

09. 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. No payments may be made for force majeure period.

(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.



PARADIP PORT TRUST
MARINE DEPARTMENT

- (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) Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts.
 - (v) The decision of the Deputy Conservator, PPT shall be final and binding in this regard.
 - (vi) Notwithstanding with anything contained therein above the total contract period of three years will no way be enhanced by way of operation of the clause.
10. **Termination of Contract:**
- a) Paradip Port Trust reserves the right to terminate the contract by giving 3 (three) months notice to you without any penalty and without forfeiture of security Deposits. The contract may also be terminated by PPT within the contract period without giving any notice for the reasons of major breach of agreement with forfeiture of security Deposits.
 - b) During the contract period if the performance of the workmen in the manner in which they are operating is found to be unsatisfactory or if they remain unavailable for a period of more than 60 days then the Paradip Port Trust shall have the full liberty to terminate the contract by giving one month notice in writing to you.
 - c) You may terminate the contract by giving at least 180 days notice.
11. **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 shall 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-vetting of F&A Department, PPT on Dt.06.02.2021 and e-approval of Dy. Chairman, PPT on Dt.15.02.2021

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 / SHS (I/c), PPT / Tug Master Class-I (I/c), PPT / Chief Officer (F), PPT / Communication Officer, PSS, PPT
3. The LEO (Central), Paradip
4. Bill Section, Marine Department, PPT / Office Order Guard File.



PARADIP PORT TRUST
MARINE DEPARTMENT

Annexure-I

2

192

Scope of Work

The contract involves engagement of marine trained manpower (Deck & Engine) as per qualification & experience given below for Operation and Maintenance of Floating Crafts, Mooring / Un-mooring and other marine operations under Marine Department, Paradip Port Trust for a period of 3 years.

The engagement of 24 Nos. Lascars and 10 Nos. of Greasers / Cleaners everyday having following minimum qualifications & Experience and should be engaged for a period of at least one year.

(A) **Lascars - 24 Nos.:**

- (a) Passed HSC Exam or its equivalent.
- (b) Should know swimming and boat rowing.
- (c) Should have passed pre-sea training for Seaman/G.P. rating from a Govt. recognised institution.
- (d) Age should be above 18 years and can work upto 60 years.
- (e) Out of 24 Nos Lascars, at least 03 Nos. Lascar should have Diving Skills to carry out diving up to 20 Metres depth.

(B) **Greasers / Cleaners - 10 Nos.:**

- (a) Passed in Diesel Mech. / Fitter Trade from any recognized Industrial Training Institute OR Crew training from any recognized Maritime Institute with 2 years experience as skilled worker in a reputed Marine Workshop or marine craft.
- (b) Age should be above 18 years and can work upto 60 years
- (c) Should know swimming

- (C) The firm should submit bio-data of all workmen prior to engagement and take approval.
- (D) The above workmen will be posted at Marine Site Offices and assigned Port Operations & Maintenance Works or various other services & operational work as per requirement of PPT.
- (E) They should be medically fit to carry out the Marine Operations. Fitness Certificate is required to be submitted from Govt. medical practitioner.
- (F) The costs for mobilization and de-mobilization of the above workmen are on your account.
- (G) All the personnel engaged for the contract should be of Indian Nationality.
- (H) Except as otherwise stated in this tender or as may be agreed from time to time, you shall have to 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, weekly off, 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.

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PARADIP PORT TRUST
MARINE DEPARTMENT

- ii. 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) You 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.
- (J) 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.
- (K) All workmen shall comply with all lawful instructions from the Deputy Conservator or the Officer duly authorized by him.
- (L) The security of the above personnel will be your responsibility.
- (M) 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.
- (N) You shall be liable for pollution damage and the cost of clean up which has occurred due to your 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 any source whatsoever
