



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

ISO 9001 : 2008
APPROVED BY IRQS



A DEPARTMENT OF
 INDIAN REGISTER OF
 SHIPPING



NMTA SYS
 RVAC071
 DUTCH ACCREDITATION
 COUNCIL RvA

No.:MD/ACCTS-WK-R-6/2020/ 1247

Dated, the 20th November 2020

To

M/s.IN Machineries & Equipments (P) Ltd.,
 454, Bijaychandrapur, Tarinigada,
 Paradip Port, Paradip - 754142

Sub: Work Order for "Supply of 01 No. 25 Knots Speed Patrol-cum-Chase Boat along with Manning Crew on Hire for a period of five years".

Ref: 1.This Office E-Tender Call Notice No.:MD/ACCTS-WK-R-6/2020/527 Dt.11.05.2020 bearing Tender ID No.2020_MoS_558552_1

Dear Sirs,

With reference to the above, it is to intimate that the Competent authority of PP has accepted your price offer of Rs.3,96,05,940/- (Rupees Three Crores Ninety-six Lakhs five thousand Nine Hundred Forty only) (i.e. @ Rs.21,690/- per day) Plus GST towards **"Supply of 01 No. 25 Knots Speed Patrol-cum-Chase Boat along with Manning Crew on Hire for a period of five years"** under the following terms & Conditions:

TERMS & CONDITIONS

01. **SUBMISSION OF SECURITY DEPOSIT.** The Bank Guarantee bearing No.122GT02203230002 Dt.18.11.2020 for Rs.39,60,594/- submitted by you, which is 10% of contract value, has been accepted and shall be kept with PPT as Security Deposit (SD).
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 receipt of this Work Order.
03. **COMMENCEMENT OF WORK, CONTRACT PERIOD AND LIQUIDATED DAMAGE**
 You must commence the work within 180 (One Hundred eighty) days from the date of issue of Work Order (WO) by PPT or before on a mutually agreed date. The contract shall be for a period of 05 (five) years from the date of actual commencement of work. If you fail to commence the work within the stipulated period of 180 days, liquidated damages at the rate of Rs.25,000/- (Rupees Twenty five Thousand only) per day will be levied up to a maximum period of 15 (fifteen) days, thereafter PPT reserves the right to extend further with payment of penalty or the contract will be cancelled and EMD / Initial security deposit shall be forfeited.
04. **SCOPE OF WORK & TECHNICAL SPECIFICATIONS:** The contract involves supply of 01 No. 25 Knots Speed Patrol-cum-Chase Boat **of not more than 10 years old as on Dt.30.04.2020 on hire** as per the specification below along with the Manning Staff for carrying out Water Front Patrolling by Port Security Staff as per the requirement of ISPS Code & other marine operations in the Port of Paradip.

The above vessel and crew are required to attend to Water Front Patrolling including chasing of miscreants and un-authorized crafts within the Port Limit & Other Marine Operation during all weather conditions round the clock as per requirement of the Port.

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

Contd...P/2.

E-mail : deputyconservator.ppt@gmail.com, dcport@paradipport.gov.in Web-www.paradipport.gov.in



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BROAD TECHNICAL SPECIFICATION OF THE VESSEL:

25 Knots Speed Patrol-cum-Chase Boat (01 No.):

- | | | | |
|-----|--------------------------------------|---|---|
| (a) | Speed | = | 25.00 Knots at 90% MCR |
| (b) | Length | = | 12.00 to 20.00 Mtrs |
| (c) | Breadth | = | 02.50 to 06.00 Mtrs |
| (e) | Draft | = | 1.5 mtr max. |
| (f) | Capacity | = | 10 Persons
(06 Security + 04 Manning Crew) |
| (g) | Endurance | = | 06.00 Hours at a speed of 25.00 Knots |
| (h) | Powered by | = | At least 02 Nos. inboard Diesel Engines |
| (i) | Cargo (Arms & Ammunitions) | = | 500 Kgs. Approx. |
| (j) | Material of construction | = | FRP / Aluminum / Steel |
| (k) | Propulsion System Control | = | Stern Drive Jet Propulsion / Stern Drive
Pitch Propulsion (CPP) / Stern Drive
Steerable Rudder Propulsion (SRP) Systems |
| (l) | Dry docking | - | Completed as per Class requirement. |
| (m) | Age of vessel | - | Not more than 10 years old as on 30.04.20 |
| (n) | Registration | - | M.S. Act / I.V. Act/ RSV act. |
| (o) | Classification of built | - | Under IRS or Any other Classification Society of IACS member |
| (p) | Manning | - | As per M.S. Act / I. V. Act / RSV act/ H. Craft Rule |
| (q) | Communication & Navigation equipment | - | Must have following equipments:
(i) Multi-Channel VHF (Range 25 Miles)-01 No.
(ii) Multi-Channel Walkie-Talkies - 02 Nos.
(iii) Marine Radar - 01 No.
(iv) Magnetic Compass - 01 No.
(v) GPS - 01 No.
(vi) Binoculars - 01 Pair
(vii) Night Vision Binoculars - 01 Pair
(viii) LSA & FFA-as per the M.S./I.V.Act/RSV Act
(ix) Anchoring Equipments - as per the Class
(x) Spot/Search Light(Range 500 Mtrs)-01 No
(xi) Navigational Lights - As per the Class
(xii) Automatic Identification System Type-B-01 No
(xiii) EPIRB -01 no
(xiv) Loud Hailer operated by battery power.
(xv) Amber Flashing Light.
(xvi) Fog Horn audible to 02 kts |
| (r) | LSA and FFA requirement : | | |
| | (i) | | Life saving appliances for 10 persons as per class requirement. |
| | (ii) | | Fire fighting appliances (FFA) as per class requirement |
| (s) | Electrical requirement : | | |
| | (i) | | DG set capable of provide power to all shipboard requirement of vessel. |
| | (ii) | | Marine Battery & charger . |
| | (iii) | | Shore power connection facility and cables. |
| | (iv) | | Fitted with HSD flow meter for supply of fuel to engines. |
| | (v) | | 220volts AC /24/12 volts DC power system for navigational equipments and lights. |
| (t) | Fuel & water capacity - | | Sufficient to remain 8 Hours in the sea at a stretch. |

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- (u) Capability - Must be capable of chasing un-authorized crafts at a minimum speed of 25.00 Knots at calm seas condition.
- (v) Accommodation - All weather proof accommodation with seating capacity of 08 Nos. Security Personnel along with steel railing.
- (w) A foundation / arrangement to be made for fitting a Light Machine Gun on forward Part of the Boat.
- (x) Hull requirement :
- (i) The glasses of boat to made bulletproof / shatterproof.
 - (ii) Heavy duty fendering in the way of Hull.
 - (iii) Landing space for embarking and disembarking.
 - (iv) Non skid deck.
 - (v) Interior and exterior of the cabin should be provided with stainless steel railings.
- 04.1 You will be responsible for keeping the vessel in sea-worthy conditions at all times for round the clock use. For the above, all the operational costs including stores, spares, lubricants, wages of staff, provident fund, victualling, dry docking and repairs, survey etc. will be in to your account. Paradip Port Trust will provide berthing facilities, shore power supply when the vessels berthed at the Wet Basin and fresh water and fuel free of cost.
- 04.2 At the time of deployment of vessel, you shall carryout the Speed test in presence of representative of PPT and class surveyor. Thereafter during the contract period if the vessel fails to perform as per requirement then PPT may carryout speed test of the vessel in presence of class surveyor maximum once in a year. All such tests shall be carried out on your cost and risk. You shall obtain necessary clearance as required, from DG (Shipping) and other Statutory Authorities for the deployment.
- 04.3 The mobilization and the de-mobilization of the vessel are into your account. During the dry docking period / repairs of the vessel, substitute of same speed vessel or higher speed will have to be provided by you. You can also use the downtime at the time of dry docking; if the dry docking of the vessel is completed within available downtime at your credit otherwise the penalty clause shall be applicable for the days beyond. On the arrival of the vessel at Paradip, the fuel on board will be jointly surveyed. At the time of delivery of vessel, PPT shall pay for the fuel oil remaining on board and at the time of the termination of contract, the costs of the fuel on board will be adjusted from your bill or you have to pay to PPT.
- 04.4 You have to provide: Except as otherwise stated in this tender or as may be agreed from time to time, you shall provide and/or pay for all requirements, cost or expenses relating to the vessel, her Master and crew which, without prejudice to the generality, shall include but not limiting to :
- (i) Dry docking, repairs and all expenses associated therewith.
 - (ii) Provisions, wages (as per minimum wages act) etc., shipping and discharging fees and all other expenses of the Master, Offices and crew including their insurance.



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- (iii) Deck, cabin and engine room stores.
 - (iv) All necessary lubricants.
 - (v) Adequate no. of mooring/Towing ropes tested & certified.
 - (vi) P&I covering wreck removal & various risks and H&M insurance of the vessel.
 - (vii) All customs or import duties arising in connection with any of the foregoing.
 - (viii) 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.
 - (ix) Necessary intrinsically safe cables, plugs, Junction Box, Circuit Breakers etc. as the case may be for drawing shore power shall also be supplied by you.
- (e) You should carry out the works strictly in accordance with the 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.
 - (f) On the date of commencement of the service, the vessel shall have completed all the necessary surveys and be in possession of all valid certificates.
 - (g) Joint survey will be carried out at Paradip Port Trust by representative of Deputy Conservator & your representative to assess the quantity of fuel on board during every on hire and off hire of the vessel.
 - (h) PPT will not be responsible for any damage suffered by the vessel due to failure of machinery or errors of the Master and crew or any reason whatsoever. However damage if any occurred during assisting PPT during any marine operation may be brought to the notice of the Deputy Conservator immediately after the incident.
 - (i) The vessel and all workmen shall comply with all lawful instructions from the Deputy Conservator or the Officer duly authorized by him.
 - (j) The security of the vessel and the crew will be your responsibility.
 - (k) You should 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. PPT may provide available office space and quarters on your request for setting up local office and accommodation of your officers & workers depending on the availability. Necessary approved charges of the Port Trust will have to be paid for the above by you.

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- (I) You shall be liable for pollution damage and the cost of clean up which has occurred due to you 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 the vessel.

05. **AVAILABILITY & PENALTY:** If the vessel is inoperative and / or unavailable and Deputy Conservator is denied use, penalty will be levied from the time and date of such in-operation / unavailability after allowing any down time to your credit up to the time and date of break down / in-operation as follows, in addition to non payment of hire charges :

From the time and date of such non-availability/non-operation upto 14 days	15% of hire charges per day or part thereof on pro-rata basis
15 to 21 days	30% of hire charges per day or part thereof on pro-rata basis.
Beyond 21 days	50% of hire charges per day or part thereof on pro-rata basis.

In case the offered vessel is not available for operation for more than 30 days, which includes the day the vessel becomes non-operational and includes the down time period, then a suitable replacement shall be provided from 31st day by you at no extra charge. You can offer the replacement vessel even before 30 days. However, the fuel consumption of the replacement vessel shall be restricted to the declared fuel consumption of the original vessel and cost of any excess fuel consumption of the replacement vessel over the declared fuel consumption of the original vessel shall be recovered. In case of non-deployment of the vessel beyond 30 days, further extension may be considered on imposition of penalty as mentioned above subject to approval of Chairman PPT.

In case of reduction of Speed and non-availability of stipulated speed as per the Tender, the daily Hire charges shall be reduced by 5% for every 1 knot reduced till the stipulated speed is achieved. However, if the speed of boat falls by 5 knots and more, PPT reserves the right to terminate the contract.

You may substitute the deployed vessel by a sister / similar / better vessel during the contract period provided the specification criterion as specified in the tender is met and fuel consumption is same or lower than as stated by you in the bid. You shall submit all details of the substitute vessel and obtain the approval of the Deputy Conservator before deployment.

In case speed falls below the required speed, Penalty shall be imposed @ 5% of the per day hire charges for each knot of speed or part thereof. All speed tests during tenure of contract carried out by you will be at your cost. However the time and the fuel consumed for the test will be to the PPT's account.

06. **GATE PASS:** Gate passes for men & materials will be provided to you as per Port Rules on payment of applicable charges.
07. **PAYMENT TERMS:** You should raise the bill for hire charges on monthly basis along with work done certificate and fuel consumption report duly signed by Harbour Master / Dy.PFSO and Senior Marine Engineer / Marine Engineer respectively. Payment shall be released within 15 days from the date of receipt of bills in duplicate. GST will be paid extra as per prevailing rate.



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08. DOWNTIME:

- (a) You shall be allowed downtime of 1 day for each completed month of service during the currency of the contract for upkeep of the vessel. The full one year down time will be credited in the beginning of each contractual year. However, you must take prior permission in writing from the Deputy Conservator before laying up the vessel to carry out maintenance work or repairs or surveys etc. During the permissible downtime, hire rates will be paid. No Down time balance at the end of the year will be carried forward and will lapse.
- (b) In case you want to lay up the vessel for dry-docking / repairs, suitable vessel of similar specification / power to be provided as substitute. You can also use the downtime at the time of dry docking; if the dry docking of the vessel is completed within available downtime at your credit otherwise the penalty clause shall be applicable for the days beyond.
- (c) During the period when the vessel is out of commission with permission from Deputy Conservator for maintenance and repairs at your request which is beyond the permissible down time as indicated at (a), you shall not be paid hire charges for that particular period.
- (d) For late reporting to duty, either the vessel shall be declared out of commission for the day or for the period of default shall be treated as down time, will be the sole discretion of the Deputy Conservator, Paradip Port Trust.
- (e) If the vessel is declared as out of commission due to your fault for a period or for a day by Deputy Conservator then no charges will be paid for that period or day.
- (f) In the event of any deficiencies on the part of crew, availability of the stores, break down of machinery or for damage of hull and other accidents to the vessel due to your fault / negligence, no charges shall be payable, except when,
- Conditions prevailing in force majeure clause.
 - Deviation from specified duties and exposure to abnormal risk as per the instruction of the Deputy Conservator.
 - Any situation totally beyond your control.
 - The vessel has to be laid up due to an accident caused not due to your fault.

09. 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.

10. SPEED TEST:

- (a) Pre-acceptance test has to be carried out in presence of classification society surveyor and representative of PPT including assessing the condition, capability and performance of the vessel, before putting the vessel on hire. The cost involved in carrying out the said tests shall be borne by you and report of classification society surveyor to be submitted to the port. In case of any difficulties such as non-availability of Surveyor, adverse sea / weather conditions etc., then, a test certificate issued by classification society not more than 3 months old as on date of acceptance of the vessel shall be accepted.



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- (b) Apart from the above, if required by the Port, you have to carry out such test of the vessel in presence of classification society surveyor and PPT representative if the performance of vessel found to be deteriorated and unable to perform the assigned duty during the currency of contract and report of classification society surveyor to be submitted to the port. In case the speed of the vessel falls below the required speed, the Board reserves the right to carry out speed test of the vessel at its discretion at any time during the currency of contract. In case speed falls below the required speed, Penalty shall be imposed @ 5% of the per day hire charges for each knot of speed or part thereof. All speed tests during tenure of contract carried out by you will be at your cost. However the time and the fuel consumed for the test will be to the PPT's account.

11. TERMINATION OF CONTRACT:

- (i) 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 along with forfeiture of security deposit.
- (ii) If the speed falls below 5 knots of the required speed, Board reserves the right to terminate the contract, if the required speed is not restored within 15 days or a substitute vessel is not provided for the vessel.
- (iii) If the substitute/originally offered vessel is not made available beyond 60 days, then the contract is liable to be terminated. In case of termination of the contract, the down time to your credit will lapse and in case the downtime availed is in excess of the downtime due after each completed month of service even though credited at the beginning of the year the penalty clause will apply.

12. SUPPLY OF FUEL, FRESH WATER, ELECTRICITY & PORT DUES:

- (a) PPT shall provide and pay for fuel, fresh water, shore power supply, Port Charges, Pilotage, Dock, harbour dues (incurred after delivery and before redelivery). The cost of Fuel remaining on board on the day of commencement of hire will be paid by PPT / Board at rates prevailing in Paradip. The cost of Fuel remaining on board at the time of termination of contract will be paid by you at rates prevailing in Paradip.
- (b) In addition to the daily hire charges @ Rs.21,690/- per day, PPT shall supply Fuel (HSD) as per actual consumption but limited to quoted quantity of 18.00 Ltrs. Per running hour for operation of speed patrol boat. In case the fuel consumption exceeds the quoted quantity per running hour of boat, then the cost of excess amount of fuel shall be recovered from your monthly bill and cost of fuel will be considered on the basis of prevailing market rate.

Fuel & fresh water for running of the vessel will be supplied by Port Trust on Port account. Such supply will be made periodically as per your requisition. At least 07 days notice for supply of HSD and 1 day notice for supply of fresh water to be given. The vessel will be directed to receive the same at the designated berths. Free electricity shall be supplied to the vessel while the vessel is secured alongside berth.

- (c) In the event of any difficulty faced by PPT for supply of fuel, you will be requested to supply the same to the vessel and the cost will be reimbursed at actual cost including transport charges on production of supporting documents plus GST at the prevailing rate.
- (d) A Log Book will have to be maintained by the Master or Chief Engineer of the vessel for day to day consumption, R.O.B., soundings of tanks etc. which has to be produced to the Deputy Conservator or his representative for verification periodically.



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- (e) Any misappropriation and pilferages of fuel supplied by the Board will be viewed seriously and cancelled the contract at your cost and you shall be blacklisted for a period of two years from participating in any tender of Paradip Port Trust.
- (f) In case of any tax liability comes or implemented by the Government on supply of free fuel, electricity and fresh water, then it should be your responsibility to pay the same to the government, which will be reimbursed by PPT on submission of documentary evidences.
13. **INSPECTOR:** The operation of the vessel shall be carried out under the supervision of Harbour Master and Dy. PFSO and the fuel oil supply and consumptions shall be under the supervision of Senior Marine Engineer / Marine engineer.
14. **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, pandemic, sabotage and acts and regulations of Government of India, State Government or any local Government / authority.
- (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) The decision of the Deputy Conservator, PPT shall be final and binding in this regard.
- (v) Notwithstanding with anything contained therein above the total contract period of five years will no way be enhanced by way of operation of this clause.
15. **INCOME TAX DEDUCTION:** Deduction of Income Tax shall be made from any amount payable to you as per the relevant provisions of the Income Tax Act.
16. **INSURANCE:**
- (a) During the hire period the vessel shall be kept insured by you at your expenses against P & I, Marine Hull & Machinery. Apart from these two insurances if you feel to take any other insurance cover, you are free to take at your own cost.
- (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) If the vessel required to be deployed beyond the Port limit, for salvage operation or any other operation for which additional insurance is required to be taken, you may cover the vessel with insurance and Port Trust will reimburse the additional amount paid by you for such insurance.



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17. DISPUTE AND APPEAL:

- (a) If you desire to appeal against the decision of Deputy Conservator of any work as not being in accordance with the contract, you shall appeal to the Chairman of Paradip Port Trust within 15 days after the Deputy Conservator's decision and if an appeal is so preferred the decision of the Chairman shall be final and binding.
- (b) It may be remembered that the provision of Arbitration and Conciliation Act, 1996 as amended from time to time and rules made there under are not applicable to this contract. In case of any dispute arising out of this contract, same shall be referred to the proper courts at Kujanga, Jagatsinghpur, Odisha 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.

The above has got the vetting of F&A Department, PPT vide Conc.No.1556/PUR Dt.14.10.2020 (UOI No.2735/FA Dt.15.10.2020) and e-approval of Chairman, PPT.

Yours faithfully

Deputy 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. EE, PED (Harbour), PPT / Sr. Asst. Estate Officer, PPT for information
4. The LEO (Central), Paradip / Bill Section, Marine Department, PPT / Office Order Guard File.