



PARADIP PORT TRUST  
MARINE DEPARTMENT

Doc: 9/8/2021

(7)

No.:MD/ACCTS-WK-R-19/2020/ 849

Dated, the 28<sup>th</sup> July 2021

To

M/s. Shiptek Marine Solution Pvt. Ltd.  
Sushila Sadan, Ground Floor,  
Behind Hotel Sanman,  
Vaddem, Vasco-da-gama,  
Goa-403802

E-mail: shiptek531@gmail.com / [info@shiptek.com](mailto:info@shiptek.com)

**Sub: Work Order for "Assistance for Marine Operations for a period of three years".**

Ref: 1.This Office E-Tender Call Notice No.:MD/ACCTS-WK-R-19/2020/294Dt.17.03.2021 bearing Tender ID No.2021\_MoS\_622770\_1

2.This Office LOA No.:MD/ACCTS-WK-R-19/2020/775 Dt.13.07.2021

Dear Sirs,

With reference to the above, it is to intimate that the Competent authority of PPT has accepted your price offer of Rs.2,85,07,630.32 (Rupees Two Crores Eighty-five Lakhs Seven thousand Six Hundred Thirty and Paise Thirty Two) only Plus GST towards "**Assistance for Marine Operations for a period of three years**" as per following terms & conditions and as per scope of work enclosed herewith as **Annexure-1.**

**TERMS & CONDITIONS:**

01. **PERFORMANCE SECURITY DEPOSIT:** The Bank Guarantee bearing No.00726/BGM/21000009 Dt.26.07.2021 for Rs.8,55,229/- submitted by you, which is 3% of contract value, has been accepted and shall be kept with PPT as Performance Security Deposit (PSD).
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 issue of work order.
03. **DATE OF COMMENCEMENT AND COMPLETION:** You should deploy the workmen and commence the work within 30 (thirty) days from the date of issue of Letter of Acceptance.

If you fail to commence the work within the **stipulated period of 30 (Thirty) days**, the contract will be cancelled and performance security deposit shall be forfeited.

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04. **Payment terms:** You shall raise the bill on monthly basis as per the actual quantity executed during that month. Payment shall be released within three weeks from the date of receipt of bills in duplicate.

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 ME, 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 ME, 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.

06. **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 :

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.
Beyond 21 days	.....	50% 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 31<sup>st</sup> day by you at no extra charge. You 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.

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. **PERIOD OF CONTRACT AND PAYMENT:**

The contract shall remain valid for a period of 3 (two) years from the date of commencement of service. Payment shall be made at the end of each calendar month. The bill shall be submitted in duplicate. Payment shall be made within 30 days from the date of submission of bill clear in all respects. However if payment of bill is delayed after 30 days for any reasons, you shall not be entitled for claiming any interest. Payment shall be made in Indian Rupees only.

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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. **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 forfeiture of security Deposits. The agreement may also be terminated within the contract period 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 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. **INSURANCE, EPF, ESI:**

(a) The firm 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 the contractor do not pay within reasonable time then PPT shall make the payment and same will be recovered from the bills of the firm or Security Deposits of the firm.

(b) In the event of any act or negligence on the part of the Contractor which may vitiate any claim under the insurance herein provided, the Contractor shall indemnify the Board against all claims and demands which would otherwise have been covered by such insurance.

(c) The firm shall have to pay EPF, ESI as per Labour rules

12. **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.

13. **OFFICER IN CHARGE / INSPECTION:**

The entire work shall be carried out under the supervision of Marine Engineer / Chief Officer (Flotilla), Paradip Port Trust OR their representative.

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14. **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.

Yours faithfully

Deputy Conservator  
Paradip Port Trust

Encl.: As above.

Copy to:

1. All HoDs, PPT / CVO, PPT / Dy. Commandant, CISF Unit, PPT
2. HM, PPT / Sr. ME, PPT / OIC, PCC, PPT / ME, PPT / Chief Officer (F), PPT / Communication Officer, PSS, PPT
3. The LEO (Central), Paradip / Bill Section, Marine Department, PPT / Office Order Guard File.



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**Annexure-1**

**SCOPE OF WORK:**

The contract involves Assistance in Marine Operations by engaging Crew of different categories as indicated below for Maintenance of Tugs, Floating Crafts and Other Marine Operations under Marine Department, Paradip Port Trust for a period of 03 (three) years.

The different categories of Deck & Engine Crews, number of persons required under different category and Minimum Qualification requirement are as under:

**(A) DETAILED REQUIREMENT OF ENGINE CREW**

**01. Driver Gr. I (Marine) - 02 Nos.**

**Minimum Qualification:**

- (i) Must hold the Certificate for 1<sup>st</sup> Class Engine Driver's Exam under IV Act.
- (ii) Should have minimum 5 years post qualification experience in operation & maintenance of floating craft / sea going vessels  
OR
- (i) Must hold IME certificate under IV Act or MEO Class-IV (NCV).
- (ii) Should have minimum 2 years post qualification experience in operation & maintenance of floating craft / sea going vessels.

**02. Driver Gr. II (Marine) - 08 Nos.**

**Minimum Qualification:**

- (i) Must hold the certificate for 2<sup>nd</sup> Class Engine Driver's Exam under IV Act, 1917  
OR MEO Class-IV or MEO Class-IV (NCV)
- (ii) Must have 02 years post qualification experience in operation & maintenance of floating crafts / sea going vessels.

**03. Welder - 02 Nos.**

**Minimum Qualification:** Passed ITI in Welding Trade with 5 years experience in any reputed Organization.

**04. Mechanic - 01 No.**

**Minimum Qualification:** Passed ITI in Diesel Mechanic or Motor Mechanic trade with 10 years experience in the trade in any reputed Organization or Diploma in Mechanical with 2 years experience in the trade for Mechanic.  
OR

Diploma in Mechanical with 5 years of experience in the trade.

**05. Helper - 03 Nos.**

**Minimum Qualification:** Passed in ITI trade from a recognized Institution in Fitter / Diesel Mechanic / Motor Mechanic / Machinist / Turner / Electrician / Welder / Electronic with 2 years experience in the trade from reputed Organization.

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**SCOPE OF WORK:**

**06. Serang - 07 Nos.**

**Minimum Qualification:**

- i) Should pass HSC or its equivalent
- ii) Serang Certificate under I. V. Act

**07. Lascar Gr. II - 21 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 categories of 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.
- (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.

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**SCOPE OF WORK:**

- (1) 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.
- (2) All workmen shall comply with all lawful instructions from the Deputy Conservator or the Officer duly authorized by him.
- (N) 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

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