



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

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SHIPPING

NGMT. SYS
RVAC071
DUTCH ACCREDITATION
COUNCIL RvA

No.:MD/ACCTS-WK-R-16/2017/1077

Dated, the 05th August 2019

To

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

Sub: Work Order for the work "Hiring of 01 no. Mooring Launch along with operational crew for daily one shift operation for a period of seven years"

Ref: 1.This Office E-Tender No.:MD/ACCTS/WK-R-16/17/2 Dt.01.01.2019
2.Your Online Price Offer opened on Dt.27.05.2019

Dear Sirs,

With reference to the above, it is to intimate that the Competent authority of PPT has accepted your price offer of Rs.3,91,06,800/- (Rupees Three Crore Ninety one Lakh Six Thousand Eight Hundred) only (i.e. @ Rs.15,300/- per day) Plus GST for BoQ Item No.1.00 towards "Supply of 01 no. Mooring Launch along with operational crew for daily one shift operation for a period of seven years" under the following terms & conditions:

TERMS & CONDITIONS:

01. **SUBMISSION OF SECURITY DEPOSIT:** The Bank Guarantee bearing No.122GT0219214001 Dt.02.08.2019 for Rs.39,10,680/- 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 30 days from the date of issue of Letter of Acceptance (LOA).
03. **DATE OF COMMENCEMENT AND COMPLETION:** You should deploy the Mooring Launch along with Operational Crew and commence the work within 120 (One Hundred Twenty) days from the date of issue of Letter of Acceptance. The contract shall remain valid for a period of seven (07) years from the date of actual commencement.

If you fail to commence the work within the stipulated period of 120 days, liquidated damages at the rate of ₹50,000/- (Rupees Fifty Thousand only) per day will be levied up to a maximum period of 15 (fifteen) days, thereafter PPT reserve the right to extend further with payment of penalty or the contract will be cancelled and security deposit shall be forfeited.

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

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



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04. **SCOPE OF WORK & TECHNICAL SPECIFICATIONS.**

The contract involves supply of 01 No. Mooring Launch including operational crew on hire 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 and in the harbour & other port operations as per requirement. All the crew must be of Indian Nationalities.

I. BROAD SPECIFICATION OF THE MOORING LAUNCH

- (a) Steel Hull Launch built and maintained under classification society as category RSV-1 having twin screw conventional propulsion or SRP System.
 - (b) Age of Mooring Launch- Not more than 13 years old as on date of commencement of work
 - (c) Length (OA) - 14 to 21 Mtrs.
 - (d) Breadth (OA) - 4 to 6.5 Mtrs.
 - (e) Draft - 1.5 to 2.5 Mtrs.
 - (f) Speed - Minimum speed 8 Knots per hour in fully loaded condition.
 - (g) Engines - Minimum 2 X 235 BHP
 - (h) DG Set - Minimum 1 X 15 KVA
 - (i) Anchor, windlass, Navigation Lights, Search Light, Flood Light, PA System, LSA and FFA as per class requirement.
 - (j) VHF, AIS, GPS etc. and other Communication equipment as per class requirement.
- II. You will be responsible for keeping the Mooring Launch 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 to your account. Paradip Port Trust will provide berthing facilities, shore power supply when the Mooring Launch is berthed at the Wet Basin and fresh water and fuel.
- III. At the time of deployment of Mooring Launch, the firm shall carryout the Sea Trial / test in presence of representative of PPT and class surveyor. Thereafter during the contract period if the Mooring Launch fails to perform as per requirement then PPT may carryout Sea Trial / test of the Mooring Launch 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.

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- IV. The mobilization and the de-mobilization of the Mooring Launch is on your account. During the dry docking period of the Mooring Launch, substitute of same type & capacity Mooring Launch or higher type / capacity will have to be provided by you. On the arrival of the Mooring Launch at Paradip, the fuel on board will be jointly surveyed. At the time of delivery of Mooring Launch, PPT shall pay for the fuel oil remaining onboard and at the time of the termination of contract, the costs of the fuel on board will be adjusted from your bill or the firm has to pay to PPT.
- V. 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 Mooring Launch, their Master and crew which, without prejudice to the generality shall include but not limiting to :
- (a) Dry docking, repairs and all expenses associated therewith.
 - (b) 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.
 - (c) Deck, cabin and engine room stores.
 - (d) All necessary lubricants.
 - (e) Adequate no. of Towing ropes tested & certified for securing the Launch at Marine Wet Basin Area.
 - (f) Insurance policy covering wreck removal & various other risks including Hull & Machinery insurance of the vessels.
 - (g) All customs or import duties arising in connection with any of the foregoing.
 - (h) 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) 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.
- VI. You shall 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.
- VII. On the date of commencement of the service, the Mooring Launch shall have completed all the necessary surveys and be in possession of all valid certificates.

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- VIII. 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 Mooring Launch.
- IX. PPT will not be responsible for any damage suffered by the Mooring Launch 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 shipping operation may be brought to the notice of the Deputy Conservator immediately after the incident.
- X. The Mooring Launch and all workmen shall comply with all lawful instructions from the Deputy Conservator or the Officer duly authorized by him.
- XI. The security of the Mooring Launch and the crew will be your responsibility.
- XII. 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. 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.
- XIII. You shall be liable for pollution damage and the cost of cleanup 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 Mooring Launch.

05. **Penalty:**

If the Mooring Launch 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 / in-operation - up to 14 days.	15% of hire charges per day
15 to 21 days	30% of hire charges per day
Beyond 21 days	50% of hire charges per day

In case the offered Mooring Launch is not available for operation for more than 30 days, which includes the day the Mooring Launch 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 Mooring Launch even before 30 days. However, the fuel

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consumption of the replacement Mooring Launch shall be restricted to the declared fuel consumption of the original Mooring Launch and cost of any excess fuel consumption of the replacement Mooring Launch over the declared fuel consumption of the original Mooring Launch shall be recovered. Under any circumstances, if the substitute/originally offered Mooring Launch 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 as above will apply.

In case of non-deployment of a Mooring Launch beyond 30 days, further extension may be considered on imposition of penalty as mentioned above subject to approval of Chairman PPT.

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

06. **MAINTENANCE AND OPERATION OF MOORING LAUNCH:**

- (a) The Mooring Launch & Operational Crew shall during the hire period be for all purpose at the disposal and control of the Deputy Conservator. You shall maintain the Mooring Launch, in efficient operating condition and in accordance with good commercial maintenance practice.
- (b) You shall from time to time during the hire period replace such items of equipment as shall be so damaged or worn as to be unfit for use. You shall carry out all repairs or replacement of any damaged, worn or lost parts or equipment be affected in such manner (both as regards workmanship and quality of materials) as not to diminish the value and efficiency of the Mooring Launch.
- (c) If the Deputy Conservator has reason to be dis-satisfied with the conduct or efficiency of the Master, Officer or Crew, you shall on receiving particulars of the complaint, promptly investigate the matter and if necessary shall make a change in the appointment.
- (d) The Master of the Mooring Launch will carry out all orders of the Deputy Conservator or his representative and the Master to keep full and correct logs in English, accessible at all times.
- (e) The Mooring Launch may be required to carry out rescue, salvage and anti pollution-operations inside and outside the harbour, under the instructions of the Deputy Conservator. Neither you nor the Launch Master / crew will have any claim for reward or compensation for undertaking or assisting in such operations.

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07. **SUPPLY OF FUEL & FRESH WATER & SHORE ELECTRICITY CONNECTION**

- (a) Fuel & fresh water for running of Mooring Launch 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 Mooring Launch will be directed to receive the same at the designated berths. Free Electricity shall be supplied to the Launch while secured in the Harbour / Wet Basin.
- (b) In the event of any difficulty faced by PPT for supply of fuel you will be requested to supply the same to the Mooring Launch and the cost will be reimbursed at actual cost including transport charges on production of supporting documents.
- (c) A Log Book will have to be maintained by the Master or Chief Engineer of the Mooring Launch 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 and a daily report to be submitted on the same.
- (d) 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 the responsibility of the firm to pay the same to the government.

08. **INSURANCE:**

- (a) During the contract period, the Mooring Launch along with Operational Crew shall be kept insured by you at your expenses against P & I, Marine Hull & Machinery / Personal Accident Risk. Apart from these 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 Mooring Launch along with Operational Crew are 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 Mooring Launch with insurance and Port Trust will reimburse the additional amount paid by you for such insurance.

09. **DOWNTIME:**

- (a) The Contractor shall be allowed downtime of 6 days in to their credit at the initial commencement of contract. Further on successful completion of each six months of contract, 6 days more downtime to be allowed each time into the credit of the contractor for upkeep of the Mooring Launches. However, the Contractor must take prior permission in writing from the Deputy Conservator before laying up any Mooring Launch to carry out maintenance work or repairs or surveys etc. During the permissible downtime, hire rates will be paid. No laying up of any Mooring Launch is permissible during tanker operation at the SPM. Down time balance at the end of the year will be carried forwarded in the next year



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- (b) In case Contractor wants to lay up any Mooring Launch for dry-docking, he can plan for the same during Monsoon / bad weather period maximum within 10 days with available downtime and no work no pay basis without penalty, but with prior permission of DC, PPT. If dry docking repairs is completed within permissible period of ten days, then the firm need not to provide any substitute vessel.. In case any boat is laid up for more than 10 days, then, the penalty clause shall be applicable.
- (c) Normally the Mooring Launches shall be required to be ready for operation at half an hour notice at the beginning of the shift and at 15 minutes notice during the shift. Should the Contractor fails to make the Mooring Launches ready for operation, the entire period for which Mooring Launches was idle after last operation till her coming back to operation shall be treated as downtime of the Mooring Launches.
- (d) For late reporting to duty, either the Mooring Launches 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 Mooring Launches are declared as out of commission due to fault of Contractor 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 Mooring Launches due to the fault / negligence of the Contractor, no charges shall be payable, except when,
- i) Conditions prevailing in force majeure clause.
 - ii) Deviation from specified duties and exposure to abnormal risk as per the instruction of the Deputy Conservator.
 - iii) Any situation totally beyond the control of Contractor.
 - iv) The Mooring Launches has to be laid up due to an accident caused not due to the fault of the Contractor.

10. **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.
- (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.

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(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 seven years will no way be enhanced by way of operation of the clause.

11. **SEA TRIAL:**

Sea Trial has to be carried out in presence of classification society surveyor and representative of PPT including assessing the condition, capability and performance of the Mooring Launch, before putting the Mooring Launch on hire. The cost involved in carrying out the said work shall be borne by you and report of classification society surveyor to be submitted to the port.

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

13. **PAYMENT:**

Payment shall be made at the end of each calendar month, after submission of bills. 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 through bank transfer i.e RTGS/ e-transfer.

14. **INSPECTION:**

The operation of the Mooring Launch shall be carried out under the supervision of Harbour Master and Pilots and the fuel oil supply and consumptions shall be under the supervision of Senior Marine Engineer / Marine Engineer.

15. **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.

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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.

16. **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 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.

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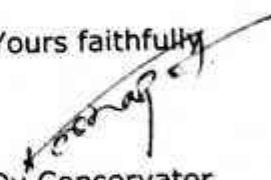
17. **TERMINATION OF CONTRACT:** Either party may terminate the contract by giving six (06) months notice. Paradip Port trust may terminate the contract and the agreement within the contract period for the reason of major breach of agreement by giving one month notice along with forfeiture of security deposit and blacklist the firm from participating in PPT tenders for 1 to 3 years.
18. **DISPUTE AND APPEAL:**
- (a) If you desires 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, PPT 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 concurrence of F&A Department, PPT vide No.187/PUR Dt.15.06.2019, UOI No.756/FA Dt.15.06.2019 and approval of Chairman, PPT vide UOR No.2430/CD Dt.03.07.2019.

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-I (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.