



PARADIP PORT TRUST
MARINE DEPARTMENT

No:MD/ACCTS/WK-R-5/2019/ 1040

Dated, the 20 Sept. 2021

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 North Oil Jetty for a period of five years".

Ref: This Office E-Tender Call Notice No:MD/ACCTS/WK-R-5/2019/246 Dt.05.03.2021
(Tender ID No.2021_MoS_620741_1)

Dear Sirs,

With reference to the above, this is to inform that your offer for Rs.1,92,30,000/- (Rupees One Crore Ninety-two Lakhs Thirty 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 North Oil Jetty for a period of five years" has been accepted under the following terms and conditions and as per Scope of work enclosed herewith as Annexure-1:

TERMS & CONDITIONS:

- (A) **SUBMISSION OF SECURITY DEPOSIT:** The Bank Guarantee bearing No.0160IFIBG210040 dated 06.09.2021 issued by Bank of Baroda, Mumbai Large Corporate Department, 4th Floor Star House No.1, C-5, Block BKC, Bandra (East), Mumbai-400051 for Rs.5,76,900/- valid upto Dt.01.12.2026 submitted by you, which is 3% of contract value, has been accepted as Security Deposit (SD).
- (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:** The work shall be commenced on a mutually agreed date within 30 days from the date of issue of work order.
- (D) **CONTRACT PERIOD:** The contract period is 05years from the date of commencement. However, Paradip Port Trust at its discretion reserve the right to extend the contract at the same rate and terms and conditions if the next tender is not finalised prior to expiry of this contract.
- (E) **LIQUIDATED DAMAGE:**
- i. In case of delay in commencing the work, liquidated damage shall be charged to the Contractor 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 if the original execution period is 90 days or more. Where the original execution period is less than 90 days, liquidated damage shall be charged to the Contractor at the rate of 0.1% of the contract price for a delay of one day or part thereof subject to a maximum of 5% of the contract value. **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 its intended purpose and can be used by the purchaser for that purpose.**

- (F) **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 15days	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 of pollution control equipment/the workmen and / or workboat not available for operation for more than 30 days, then suitable replacement shall be provided from 31st day by the Contractor at no extra charge. The Contractor can offer the replacement even before 30 days. Under any circumstances, if the firm fails to provide the workboat and/or workmen beyond 60 days, then the contract is liable to be terminated and firm shall be debarred from participation in any tender under Paradip Port trust for 02 years and forfeiture of security deposits.

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

- (H) **OFFICER-IN-CHARGE / ENGINEER-IN-CHARGE:** The entire work shall be carried out under the supervision of Officer-in-Charge, Pollution Control Cell, PPT / Marine Engineer, PPT.

- (I) **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 15 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.

- (J) **TERMINATION OF CONTRACT:** 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.

- (K) **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.

- (L) **INSURANCE:** 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. 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.



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- (M) **GENERATION OF RECORDS:** The Contractor 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). The Contractor has to maintain the following records / register:
1. Daily Log book
 2. Hindrance Register
 3. Site Instruction Register
- (N) **SITE SAFETY & ENVIRONMENT PROTECTION:** The Contractor, during the execution of the work, shall be solely responsible for complying all the statutory requirements of Government bodies or any statutory bodies with respect to site health, safety and environment.
- (O) **WATCH & WARD:** During the execution of the contract, it shall be the responsibility of the Contractor to arrange watch and ward of the work including the raw materials, machineries and equipment used for the work at his own cost till the contract is completed in all respects and accepted by PPT.
- (P) **APPEAL:** The Board and the Contractor 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 of Kujang, Jagatsinghpur District, Odisha and Hon'ble 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 e-vetting of F&A Department, PPT on Dt.18.08.2021 and e-approval of Dy. Chairman, PPT on Dt.27.08.2021 in e-Office file No.139.

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 / Chief Officer (F), PPT
3. Bill Section for information and necessary action
4. Office Order Guard File.