



पारादीप पत्तन प्राधिकरण
PARADIP PORT AUTHORITY
MARINE DEPARTMENT
PARADIP PORT - 754 142, ODISHA (INDIA)



No.:MD/ACCTS/WK-R-12/2021/ 779

Dated, the 15 July 2022

To

M/s.Aditya Engineers & Contractors
At: 2/7, Maa Barabhuja Commercial Complex,
Khandagiri Square, Bhubaneswar-30

Sub: Work Order for the work "Providing Operational Assistance for Hydrographic Survey, Marine Site, Administrative Office and Wet Basin on Job Contract Basis for a period of two years".

Ref: This Office E-TCN No:MD/ACCTS/WK-R-12/2021/170 Dt.14.02.2022

Dear Sirs,

With reference to the above, it is to intimate that the Competent authority has accepted your L-1 offered margin of 4.90% on minimum labour wages as prescribed by Govt. of India, Ministry of Labour & Employment from time to time excluding GST for the work "Providing Operational Assistance for Hydrographic Survey, Marine Site, Administrative Office and Wet Basin on Job Contract Basis for a period of two years" under the following terms and conditions.

- (1) **DATE OF COMMENCEMENT AND CONTRACT PERIOD:**
Contract has been commenced with effect from Dt.06.05.2022 and all the charges as per this contract shall be paid retrospectively. Contract period for this work is for a period of 02 years with effect from Dt.06.05.2022.
- (2) You have to abide by the prevailing labour rules communicated by the Ministry of Labour and Employment from time to time in connection with managing personnel employed by you and pay their wages not less than the prescribed rate communicated by the Govt. of India, Ministry of Labour from time to time within first week of the subsequent month in front of the authorized officer of the Principal Employer.
- (3) The contract can be terminated at any time without assigning any reason and without any liability on Paradip Port Authority.
- (4) All disputes are subject to exclusive jurisdiction of court at Kujang only.
- (5) The worker employed by you must be of good Character and behaviour and within the age of 60 years.
- (6) Any problem of the workers employed by you is your liability.

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- (7) The authority reserves the right to omit or extend execution of any or part of the items contained in the work order schedule and may take it up departmentally or through any other agency & no claim of yours on this account will be entertained.
- (8) You have to attend the work properly ensuring smooth execution of the work. Any lapse in carrying out the work will be viewed seriously which may lead to cancellation of the contract.
- (9) You have to arrange gate pass for the workers as per requirement at your own cost after observing all official formalities which shall be reimbursed on submission of supporting documents.
- (10) The costs towards payment of EPF, ESI and PLR are to be reimbursed extra as per actual on production of supporting documents.
- You shall comply all labour laws as applicable to you as well as the PPA in respect of employees engaged in the contract.
- (11) You should at all time, during execution of work, keep Paradip Port Authority indemnify against all losses / expenses, etc. on account of compensation payable to your workers, cost of any law suit, etc. & you should bear all such charges as mentioned in Tender Call Notice from the date of opening of tender.
- (12) **SAFETY CODE:** You shall abide by the provisions of minimum wages Act / payment of wages Act / Workmen's Compensation Act, Safety code rules approved by the Government of India. PPEs and Uniform will be as per prevailing norms, which shall be reimbursed as per the existing rates.
- (13) **STATUTORY OBLIGATIONS:** You shall be solely responsible for extending all facilities provided under various Statutory Acts / Rules / Regulations in relation to engagement of labours / workmen and in relation to execution of the work and shall be liable to comply with all requirement as required by the statutory Authorities in relation to the contract.
- (14) **ESCALATION:** No escalation on contract will be entertained.
- (15) **SCOPE OF WORKS**

The workers engaged by you under this contract shall have to provide assistance in various works such as assistance in hydraulic survey, marine operational works, typing, preparation of monthly report, calculation of overtime and night wages, receiving and dispatching of official DAK / Letters / Files from and to other departments inside and outside administrative building. Also to assist in the establishment matters of the Marine Department.

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To attend the call bell for Marine Officers and housekeeping of their chamber.

The workers engaged by you under this contract shall have to provide assistance in various works in the offices of Deputy Conservator, PPA and other Marine Offices at wet basin covering typing, preparation of change statement for the regular staffs and contractual labours.

The workers engaged by you under this contract shall have to provide assistance in handling of stores and spares at site store of different division of Marine Department. Also to receive the stores from central stores.

The workers engaged by you under this contract shall have to provide assistance to transport the scrap to central store as and when required.

Assistance shall have to be provided throughout the month. The workers of the contractor employed in the marine administrative office for moving of dak / files to the site offices / other offices will be paid for all the working days of the Administrative Office for one shift only.

The workers engaged by you under this contract shall have to provide assistance for housekeeping of stores, workshop, and offices under Marine Department.

To carryout above works, you shall have to supply minimum 11 Nos. of workers under various categories such as High Skilled - 3 Nos., Skilled - 06 Nos. and Semi-skilled - 02 Nos under scheduled Employment as circulated by Government of India, Ministry of Labour, New Delhi. These workers will be paid minimum wages under the aforesaid categories as circulated by Government of India, Ministry of Labour, New Delhi from time to time. Besides this, the workers are also entitled for statutory provisions like ESI, EPF and PLR. Port Entry Pass @ Rs.200/- per worker per month or @ applicable rate. You must pay the wages to the worker in the form of a/c payee cheque or e-transfer to their accounts.

- (16) **INSPECTION:** The entire work shall be carried out under the supervision of Harbour Master, PPA or his representative.
- (17) In addition to the minimum wages EPF, ESI, you have to extend statutory benefits to the workers engaged by you as follows as per Administrative Department, PPT Circular No.:AD/IR-04/2018/2077 Dt.28.06.2019, which will be reimbursed on submission of supporting documents:

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Sl. No.	Benefits	Amount per Month
1	Canteen Allowance	Rs.1560/- Per Month
2	Washing Allowance	Rs.650/- Per month
3	Transport Allowance	Rs.1040/- Per month
4	Welfare Allowance	Rs.1040/- Per month
5	Leave Wages	One Day wages for every twenty days of work performed during the previous calendar year (Every worker who has worked for a period of 240 days or more during a calendar year shall be allowed during the subsequent calendar year)
6	Retrenchment	Retrenchment compensation will be paid as per law at the time of retrenchment. Retrenchment Compensation which shall be equivalent to fifteen days average pay (for every completed year of continuous service) or any part thereof in excess of six months.
7	EPF, ESI and PLR	As applicable from time to time
8	PPEs and Uniform	PPEs and Uniform will be as per the prevailing norms, which shall be reimbursed as per the existing rates.
9	Insurance Coverage	(i) Natural Death insurance coverage of Rs.5.00 Lakh for each worker and the premium will be Rs.1500/- per annum (approx.) per worker. (ii) Accidental insurance coverage of Rs.10.00 Lakh for each worker and the premium will be Rs.350/- per annum (approx.) per worker
10	Biometric Attendance	If required and asked for by the Department, biometric attendance for all such contract worker should be ensured by the respective contractors through their own mechanism.

- (18) You must ensure arrival of your workers in the office / duty place in due time failing which amount equivalent to the wage of the workers per day will be deducted from his monthly bill.
- (19) **SECURITY DEPOSIT:** A sum of 10% of accepted value of the tender shall be deposited by the successful tenderer (contractor) as Security Deposit (SD).
- (20) The labour license from the issuing Authority for supplying of workers if the nos. of worker equal / exceeds to 20 nos. as to be submitted before execution of the contract without fail. The form-V duly signed by the principal employer will be provided if required for obtaining labour license from the issuing authority.

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- (21) You have to arrange gate pass for the workers as per requirement at your own cost after observing all official formalities which shall be reimbursed on submission of cash deposit receipt of Finance and Accounts Deptt., PPA for the purpose and also deposit EPF & ESI amount under concerned Authority at his own cost after observing all official formalities which shall be reimbursed on submission of ECR form and deposit receipt.
- (22) You shall sign an agreement in a non-judicial stamp paper of Rs.100/- within 15 days from the date of issue of this work order and the costs if any to such effect, has to be borne by you.
- (23) **SUBMISSION OF BILL:** You have to submit your bill in duplicate with pre-receipt stamped money receipt and particulars of bank account etc. after payment is made to the workers engaged in the preceding month for processing e-payment. GST is payable as per the prevailing rule. Income Tax as applicable shall be deducted from the bill.
- (24) No arbitration will be entertained in the contract.
- (25) GST, if applicable, shall be paid extra as per prevailing rates.
- (26) **TERMINATION OF CONTRACT:**
- a) The Harbour Master reserves the right to terminate the contract by giving 3 (three) months notice to you. The agreement may also be terminated within the contract period for the reasons of major breach of agreement.
 - 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 within one year period then the Harbour Master 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.
- (27) **DEDUCTION:** An equivalent amount shall be deducted from the bill if the workers are found absent at their work place. The amount shall be calculated as follows:

$$\text{Amount per day per worker} = \frac{\text{Monthly quoted amount}}{\text{No. of Workers} \times \text{No. of days during the month}}$$

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(28) **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 in the tender document shall also be applicable to this contract.

The receipt & acceptance of the above may kindly be acknowledged.

Yours faithfully

Dy. Conservator
Paradip Port Authority

Copy to:

1. All HoDs, PPA / CVO, PPA / Dy. Commandant, CISF Unit, PPA
2. SHS I/c, PPA / TM Class-I, PPA / CO(F), PPA / Communication Officer, PPA
3. The LEO (Central), Paradip Port
4. Office Order Guard File