



PARADIP PORT TRUST
MARINE DEPARTMENT

Speed Post

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No.:MD/ACCTS/WK-R-4/2019/

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To

M/s.Ocean Sparkle Limited
128, Srinagar Colony
Hyderabad - 500 073

Dated, the 3rd August, 2020

Sub: Work Order for "Supply of 01 No. 50 Ton Bollard Pull Tug along with Manning Crew on Hire for Marine Operation at SPM and inside Harbour at Paradip Port for a period of 05 years".

- Ref: 1.This Office E-Tender Call Notice No:MD/ACCTS/WK-R-4/2019/332 Dt.07.03.2020
2.This Office Revised E-TCN No:MD/ACCTS/WK-R-4/2019/ Dt.27.04.2020
3.Your Online Bid No.1981354 Dt.02.06.2020
4.This Office LOA No.:MD/ACCTS/WK-R-4/2019/Dt.14.07.2020

Dear Sirs,

With reference to the above, this is to inform that your L-1 price offer of **Rs.36,94,74,210/-** (Rupees Thirty-six Crores Ninety-four Lakhs Seventy-four Thousand Two Hundred ten) only (i.e. @ **Rs.2,02,230/- per day**) **Plus GST** for "Supply of 01 No. 50 Ton Bollard Pull Tug along with Manning Crew on Hire for Marine Operation at SPM and inside Harbour at Paradip Port for a period of 05 years" has been accepted under the following terms and conditions:

TERMS & CONDITIONS:

- 01. SUBMISSION OF SECURITY DEPOSIT:** The Bank Guarantees bearing No.0394520BG0000010, No.0394520BG0000011, No.0394520BG0000012, No.0394520BG0000013 & No.0394520BG0000014 Dt.28.07.2020 for Rs.73,89,485/- each totalling to Rs.3,69,47,425/- 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) i.e. by 14th of August 2020 and also to sign the integrity Pact as per Appendix-VIII as per tender condition.
- 03. DATE OF COMMENCEMENT AND CONTRACT PERIOD :** You must commence the contract within 120 days from the date of issue of letter of acceptance (LOA) by PPT on a mutually agreed date. The Contract will be for a period of five years from the date of commencement. However, the Board shall have the option of continuing this contract for further periods beyond 05 years by giving 30 days advance notice and the period of extension will be as per PPT's requirements.

You should engage the offered vessel at the time of commencement of contract. However, the Contractor may substitute the deployed Tug by a sister / similar / better tug during the contract period provided the bollard pull criteria as specified in the tender is met and fuel consumption is same or lower that as stated by the Contractor in the bid. The Contractor shall submit all details of the substitute tug and obtain the approval of the Deputy Conservator before deployment.

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 EMD / security deposit shall be forfeited.

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SCOPE OF WORK & TECHNICAL SPECIFICATIONS

The contract involves supply of 01 No. 50 Ton Bollard Pull Tug including operational crew 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 requirements.

I. BROAD SPECIFICATION OF THE TUG

- | | | | |
|-----|--------------------------------------|---|---|
| (a) | Bollard Pull | - | Steady/sustained Bollard Pull of not less than 50 Tons at 90%MCR. 10 Minutes time to maintain. |
| (b) | Age of Tug | - | Not more than 10 years old as on date of commencement of contract. |
| (c) | Type | - | SRP Stern Drive/Azimuth/Reverse tractor Tractor / Cycloidal |
| (d) | Speed | - | 10 knots in fully loaded condition. |
| (e) | Towing arrangement | - | Quick release tow hook/winch of adequate SWL taking into the overload factor. |
| (f) | Registration | - | Under the Merchant Shipping Act 1958 |
| (g) | Class | - | IRS and or with any member of IACS. |
| (h) | Manning | - | As per DG shipping requirements. |
| (i) | Communication & Navigation equipment | - | As per statutory requirements. |
| (j) | Fire fighting | - | Dual purpose monitors for external fire fighting to be fitted with capacity of the fire pump to be minimum 500 cum./hr. The foam tanks shall be capable of storing 4000 Ltrs. of AFFF foam and shall have foam concentrate of minimum 3000 litres |
| (k) | Fuel & water capacity | - | Sufficient to remain for 7 days in the sea if required at a stretch. |
| (l) | Fender | - | Adequately fitted at bow & stern for pushing operation. |
| (m) | Dry docking | - | Completed as per Class requirement at time of engagement. |

- II. You will be responsible for keeping the Tug 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 Tug is berthed at the Wet Basin and fresh water and fuel. Foam compound required for fire fighting will be supplied by you along with the delivery of the Tug at the time of deployment, Port Trust will replace foam compound as and when required after consuming the stock.

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- III. You shall submit bollard pull test certificate issued by classification society not more than 3 months old as on date of acceptance of the tug.
- IV. The mobilization and the de-mobilization of the Tug is on your account. During the dry docking period of the Tug, substitute of same bollard pull Tug or higher bollard pull will have to be provided by you. On the arrival of the Tug at Paradip, the fuel on board will be jointly surveyed. At the time of delivery of Tug, 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 you will have to pay to PPT.
- V. You are 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 Tug, her 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.
 - (f) P&I covering wreck removal & various risks and H&M insurance of the vessel.
 - (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 Tug shall have completed all the necessary surveys and be in possession of all valid certificates.
- 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 Tug.

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- IX. PPT will not be responsible for any damage suffered by the Tug 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 Tug 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 Tug 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 Tug.

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 inoperation / unavailability after allowing any down time to your credit up to the time and date of break down / inoperation 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 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 31st 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. Under any circumstances, if the substitute/originally offered Vessel is not made available beyond 60 days, then the contract may be terminated or PPT may give additional time with levying penalty. 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.

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In case of non-deployment of a Vessel beyond 60 days, further extension may be considered on imposition of penalty as mentioned above subject to approval of Chairman PPT.

You may substitute the deployed Vessel by a sister/similar/better Vessel during the contract period provided the speed / type 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.

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 shall raise the bill for hire charges on monthly along with work done certificate and fuel consumption report duly signed by Harbour Master / Tug Master Class-I 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.

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 vessels. The applicable downtime shall be credited in advance at an interval of six months during the contract period. If you do not avail the downtime credited into your account, same can be carried forward in the next 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 laying up of the vessel is permissible during tanker operation at the SPMS. At any cost the downtime cannot be encashed during the contract period.
- (b) In case you want to lay up any Vessel for dry-docking, a suitable Vessel to be provided as substitute for Managing the work.
- (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 Vessel for that particular period.
- (d) Normally the Vessel 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 you fail to make the Vessel ready for operation, the entire period for which Vessel was idle after last operation till her coming back to operation shall be treated as downtime of the Vessel.
- (e) 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.
- (f) 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.
- (g) 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,

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- 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 your control.
- iv) The Vessel has to be laid up due to an accident caused not due to your fault.

9) **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 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 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.

10. **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.

11. **SPEED TEST:**

At the time of commencement of contract, Sea Trial has to be carried out in presence of classification surveyor of any IACS Members 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 work shall be borne by you and report of classification surveyor to be submitted to the port.

Apart from the above, if required by the Port, you have to carry out Sea Trial of the vessel in presence of classification surveyor of any IACS Members and PPT representative if the performances of vessel found to be deteriorated and unable to perform the assigned duty during the currency of contract and report of classification surveyor to be submitted to the port. In case Speed of Vessel falls below the required rate, PPT reserves the right to impose the penalty, per day on pro-rata basis, equivalent to 5% of the per day charter rate for each knot or part thereof. However, if speed falls 2 knots below the required rate, PPT reserves the absolute right to terminate the contract forthwith. All Sea trial / tests during tenure of contract carried out by you will be at his cost. However the time and fuel consumed for the test will be to the PPT's account.

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12. **TERMINATION OF CONTRACT:**

Paradip Port trust may terminate the contract and the agreement within the contract period for violation of any of the tender conditions and / or for the reason of any major breach of agreement by giving one month notice along with forfeiture of security deposit and blacklist the firm for a period of two years from participating in any tender of Paradip Port Trust.

13. **SUPPLY OF FUEL, FRESH WATER & ELECTRICITY:**

- (a) The cost of Fuel remaining on board on the day of commencement of hire will be paid by the Board at rates at which the firm has procured. The cost of Fuel remaining on board at the time of termination of contract will be paid by you at which PPT/ Board has supplied.
- (b) Fuel & fresh water for running of the Tug 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 LSHF HSD Bunker and 1 day notice for supply of fresh water to be given. The Tug will be directed to receive the same at the designated berths. Free electricity shall be supplied to the tug while she is secured along side 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 Tug 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 Tug 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 weekly report to be submitted on the same.
- (e) Any misappropriation of fuel supplied by the Board will be viewed seriously and contract cancelled 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.

14. **INSPECTION:**

The operation of the Tug 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 Sr. Marine Engineer. / Marine Engineer.

15. **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 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 Hon'ble courts at Kujanga, Jagatsinghpur, Odisha or Honourable High Court of Odisha, Cuttack.

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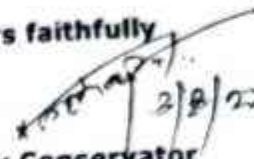
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In addition to the above, all other Terms & Conditions of original tender document remain valid for this work order.

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 Deptt., PPT vide No.1296/PUR Dt.03.07.2020 (UOI No.1883/FA Dt.03.07.2020) and approval of Chairman, PPT vide UOR No.2084/CD Dt.13.07.2020.

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 / 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.
4. Office Order Guard File.