



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



No. MD/ACCTS/WK/R-2/2023/1443

Date: 14/11/2023

To

M/s. Knowledge Marine & Engineering Works,
Office No. 402, 4th Floor, Sai Samarth Business Park,
Deonar Village Road, Govandi East,
Mumbai City, Maharashtra - 400 088.



Email: info@kmew.in

Sub.: Work Order for "Supply of 01 no. 20 Knots Speed Patrol Boat along with manning crew on hire for a period of five years".

Ref.: (i) This Office e-Tender Call Notice No. MD/ACCTS/WK/R-2/2023/527 dt.24/04/2023.
(ii) Your Online Price Offer opened on dt.18/09/2023.
(iii) This Office LOA No. MD/ACCTS/WK/R-2/2023/1308 dtd.11/10/2023.

Dear Sir,

With reference to the above, it is to intimate that the Competent Authority of PPA has accepted your price offer of Rs.5,02,13,174/- (Rupees Five Crores Two Lakhs Thirteen Thousand One Hundred Seventy-four) only (i.e. @ Rs.27,499/- per day) plus GST towards "Supply of 01 no. 20 Knots Speed Patrol Boat along with manning crew on hire for a period of five years" under the following terms & Conditions:

TERMS & CONDITIONS:

1. SUBMISSION OF SECURITY DEPOSIT:

The Bank Guarantee bearing No. 0047023IPG016360 dtd.31/10/2023 having validity till 31/01/2029 has been accepted which is 03% of the contract value (i.e. Rs.15,06,395/-) and shall be kept with PPA as Performance Security Deposit (PSD) till the expiry of warranty period.

2. SIGNING OF AGREEMENT:

You are requested to sign the agreement in a Non-Judicial stamp paper of Rs.100/- in the prescribed format within 15 days from the date of receipt of this Work Order. All the expenses towards signing the agreement shall be borne by you.

3. COMMENCEMENT OF WORK AND LIQUIDATED DAMAGE:

You shall commence the work within 365 (Three Hundred Sixty-five) days from the date of issue of Work Order. If you fail to commence the work within the stipulated period of 365 days, liquidated damages at the rate of Rs.25,000/- (Rupees Twenty five Thousand only)



TELEPHONE NO. : 91-6722-222025, FAX : 91-6722-222445

Email : dc@paradiport.gov.in, deputyconservator.ppt@gmail.com, Website : www.paradiport.govt.in



per day will be levied up to a maximum period of 15 (fifteen) days, thereafter PPA reserve the right to extend further with payment of penalty or the contract will be cancelled and EMD / Initial Security Deposit shall be forfeited.

4. **SCOPE OF WORK & TECHNICAL SPECIFICATIONS:**

The contract involves supply of 01 No. 20 Knots Speed Patrol Boat **of not more than 10 years old as on dt.28/02/2023 on hire** as per the specification below along with the Manning Staff for carrying out Water Front Patrolling by Port Security Staff as per the requirement of ISPS Code & other marine operations in the Port of Paradip.

The above vessel and crew are required to attend to Water Front Patrolling including chasing of miscreants and un-authorized crafts within the Port Limit & Other Marine Operation during all weather conditions round the clock as per requirement of the Port.

As per the "ATMANIRBHAR BHARAT ABHIYAN" Policy of GOVT. of India, no foreign built vessel registered in India after midnight of 15.01.2021 shall be accepted under this tender.

BROAD TECHNICAL SPECIFICATION OF THE VESSEL:

20 Knots Speed Patrol Boat (01 No.):

(A) HULL REQUIREMENTS:

- (i) Shall have Gun Mounting Facility at Forward locations; (As per CISF requirements);
- (ii) Patrol boat to be registered and manned under M. S. / I.V. Act / RSV act / Harbour Craft Rule and classed with Indian Register of Shipping (IRS) or any IACS members to ensure compliance of construction, strength, water tight, integrity (Load Line), relevant stability criteria for all weather operations in the port limits;
- (iii) Material shall be Steel / Aluminium / Fibre Glasses;
- (iv) Heavy duty Rub Rail (Fendering) in the way of hull;
- (v) Grab / Safety Rails of Stainless Steel;
- (vi) Side windows shall be sliding type and Bullet Proof / Shatter Proof materials;
- (vii) Landing Space for Embarking and Disembarking;
- (viii) One Anchor with appropriate securing / storage arrangement;
- (ix) Power Mooring Winch facilities;
- (x) Shall have Non Skid Deck;
- (xi) Interior Pilot House and outer cabin shall have stainless steel rails;
- (xii) Cleats / Bollards / Forward and Aft Fairleads;
- (xiii) Towing Hook facility;
- (xiv) Length: 12 to 20 Mtrs. (Max) And breadth 2.5 to 6 Mtrs. (Max).

(B) MACHINERY AND ELECTRICAL REQUIREMENTS (AS PER CLASS REQUIREMENTS):

- (i) Designed speed shall be 20.0 knots;
- (ii) Main propulsion power to achieve / Max. Speed of 20 Knots at 90% MCR;
- (iii) Hydraulic Steering Gear system (To meet Class Standard);
- (iv) Diesel Generator set capable to provide power to all shipboard equipment and auxiliaries;



- (v) Adequate Air Ventilation shall be present as per Class requirements;
- (vi) Twin Screw Diesel Engine stern drive to attain speed of at least 20 knots;
(The Engine Power (BHP) may be decided by the Manufacturer) (Stern drive conventional propulsion / Stern Drive Jet Propulsion / Stern Drive Controllable Pitch Propulsion (CPP) / Stern Drive Steerable Rudder Propulsion (SRP) Systems).
- (vii) Dual Mode Steering (Power and Manual);
- (viii) Automatic Bilge Pump with Float switches;
- (ix) Emergency Lights with audible alarm;
- (x) High Intensity Search light; (As per class requirements);
- (xi) Marine Battery Charger; (For charging the emergency batteries provided on board);
- (xii) Shore Power Connection and Cable;
- (xiii) Engines fitted with flow meter for indicating the consumption of fuel;
Console Mounted Dual Engines Remote Control;
- (xiv) 12 Volt DC Power System; (From mains for supply to the equipment and lights) as per class requirement.
- (xv) Fuel gauge in the wheel house near steering position;
- (xvi) Air Conditioner in wheel house and living space.
- (xvii) Fuel Capacity commensurate to the required endurance.

(C) LSA AND FFA REQUIREMENTS:

- (i) Life Saving Appliances (LSA) for 12 persons as per IRS class requirements;
- (ii) Fire Fighting Appliances (FFA) as per class requirements;
- (iii) Aldis Lamp operating under mains and battery power;
- (iv) Carrying Capacity shall be of 12 persons (4 No. crew members+ 08 Nos. security personnel).

(D) NAVIGATION EQUIPMENT REQUIREMENTS:

- (i) A portable Standard Magnetic Compass;
- (ii) Charts and Nautical Publications corrected and updated for the area of operations.
- (iii) Loud Hailer operated by battery power;
- (iv) Amber flashing light;
- (v) Navigation lights as per COLREGS 72;
- (vi) Fog Horn;
- (vii) GPS in the wheel house;
- (viii) Radar X-Band, PPI - 180 mm Diameter (min) capable for Day and Night vision;
- (ix) Binoculars - 2 Nos., One with the capability of Night Vision;
- (x) Automatic identification System (AIS) transmitter and receiver of Type - A as per IMO performance standard;
- (xi) Maximum Draft shall not be more than 1.0 meters.

(E) COMMUNICATION REQUIREMENTS:

- (i) Very High Frequency (VHF) sets, which includes all marine channels, capable of operating under mains and on battery for the period of six hours - 2 Nos.;
- (ii) Portable VHF (Walkie Talkie) shall be present with charger- 02 Nos.



- (iii) Emergency Position Indicating Radio Beacon (EPIRB)
- (iv) VHF (Very High Frequency) DSC (Digital Selective Calling) Alert – 01 No.
- (v) Automatic Identification System (AIS) Class-A (Power output 5 Wt.) – 01 No.

(F) MISCELLANEOUS REQUIREMENTS:

- (i) Appropriate seats and seating arrangement shall be provided for minimizing high speed impact;
- (ii) Pantry shall be equipped with Refrigerator, Microwave and Water Purifier;
- (iii) Windshield Wipers with fresh water washer;
- (iv) Endurance for approximately 8 hour in the area of operation;
- (v) Carrying Capacity 12 persons (suitable accommodation for 4 crew members and 8 sitting passengers);
- (vi) Fresh Water Capacity minimum 200 Ltrs.

Builder Certificate from Class Society, Member of IACS:

- (a) You shall be responsible for keeping the vessel 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 in your account. Paradip Port Authority will provide berthing facilities, shore power supply when the vessel berthed at the Wet Basin and fresh water and fuel free of cost.
- (b) At the time of deployment of vessel, you shall carryout the Speed test in presence of representative of PPA and class surveyor. Thereafter during the contract period if the vessel fails to perform as per requirement then PPA may carryout speed test of the vessel 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. PPA will be regularly monitoring the speed to ensure minimum speed requirement is met.
- (c) The mobilization and the de-mobilization of the vessel shall be in your account. During the dry docking period / repairs of the vessel, substitute of same speed vessel or higher speed shall have to be provided by you. You can also use the downtime at the time of dry docking; if the dry docking of the vessel is completed within available downtime at your credit otherwise the penalty clause shall be applicable for the days beyond your available downtime. On the arrival of the vessel at Paradip, the fuel on board will be jointly surveyed. At the time of delivery of vessel, PPA shall pay for the fuel oil remaining on board and at the time of the termination of contract, the costs of the fuel on board will be adjusted from your bill or you shall pay to PPA.
- (d) You shall provide and/or pay for all requirements, cost or expenses relating to the vessel, her Master and crew which, without prejudice to the generality shall include but not limiting to:
 - (i) Dry docking, repairs and all expenses associated therewith.
 - (ii) Provisions, wages (as per minimum wages act) etc., shipping and discharging fees and all other expenses of the Master, Officers and crew including their insurance.
 - (iii) Deck, cabin and engine room stores.



- (iv) All necessary lubricants.
- (v) Adequate no. of mooring/Towing ropes tested & certified.
- (vi) P&I covering wreck removal & various risks and H&M insurance of the vessel.
- (vii) All customs or import duties arising in connection with any of the foregoing.
- (viii) All taxes, duties and levies including but not limited to the taxes, duties and levies imposed on your income, wages of the employees or any levies etc, on any purchase made by you, and/or any penalties imposed by any authorities from time to time.
- (ix) 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.
- (e) 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.
- (f) On the date of commencement of the service, the vessel shall have completed all the necessary surveys and be in possession of all valid certificates.
- (g) Joint survey will be carried out at Paradip Port Authority by representative of Deputy Conservator & your representative to assess the quantity of fuel on board during every on hire and off hire of the vessel.
- (h) PPA will not be responsible for any damage suffered by the vessel due to failure of machinery or errors of the Master and crew or any reason whatsoever. However, damage if any occurred during assisting PPA during any marine operation may be brought to the notice of the Deputy Conservator immediately after the incident.
- (i) The vessel and all workmen shall comply with all lawful instructions from the Deputy Conservator or the Officer duly authorized by him.
- (j) The security of the vessel and the crew will be your responsibility.
- (k) You shall provide and maintain an office at Paradip for accommodation of your agent & staff and such office shall be opened at all reasonable hours to receive instructions, notices or other communications. PPA 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 Authority shall have to be paid for the above by you.
- (l) You shall be liable for pollution damage and the cost of cleanup which has occurred due to 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 vessel.

5. 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 non-operation / unavailability after allowing any down time available to your credit up to the time and date of break down / non-operation as follows, in addition to non payment of hire charges:

From the time and date of such non-availability / non-operation part thereof on pro-rata basis



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 30 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. In case of non-deployment of the vessel beyond 30 days, further extension may be considered on imposition of penalty as mentioned above subject to approval of Chairman, PPA.

If the substitute / originally offered vessel 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 the credit of the Contractor 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 clause will apply.

In case of reduction of Speed and non-availability of stipulated speed as per the Tender, the daily Hire charges shall be reduced by 5% for every 1 knot reduced till the stipulated speed is achieved. However, if the speed of boat falls below 15 knots for more than seven days at a stretch, vessel will be off hired with imposition of penalty clause or may allow to operate on imposition of penalty @ 5% of daily hire charges for every further one knot of reduction subject to approval of Chairman, PPA up to maximum 30 days.

You may substitute the deployed vessel by a sister / similar / better vessel during the contract period provided the specification 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 the details of the substitute vessel and obtain the approval of the Deputy Conservator before deployment.

6. **GATE PASS:**

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

7. **PAYMENT TERMS:**

You should raise the bill for hire charges on monthly basis along with work done certificate and fuel consumption report duly signed by Harbour Master / Dy. PFSO 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.



8. 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 vessel. The full one-year down time will be credited in the beginning of each contractual 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. Maximum 12 days downtime will be carried forwarded to the subsequent year.
- (b) In case you want to lay up the vessel for dry-docking / repairs, a suitable vessel of similar specification / power to be provided as substitute. You can also use the downtime at the time of dry docking, if the dry docking of the vessel is completed within available downtime at your credit otherwise the penalty clause shall be applicable for the days beyond.
- (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 period.
- (d) 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 Authority.
- (e) 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.
- (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 vessel due to your fault / negligence, 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 your control.
 - (iv) The vessel has to be laid up due to an accident caused not due to your fault.

9. 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. PPA shall reimburse the new taxes introduced by the Govt. during the contract period, if applicable under this contract.

10. SPEED TEST:

- (a) Pre-acceptance test has to be carried out in presence of classification society surveyor and representative of PPA including assessing the condition, capability and performance of the vessel, before putting the vessel on hire. The cost involved in carrying out the said tests shall be borne by you and report of classification society surveyor to be submitted to the port. In case of any difficulties such as non-



availability of Surveyor, adverse sea / weather conditions etc., then a test certificate issued by classification society not more than 3 months old as on date of acceptance of the vessel shall be accepted.

- (b) Apart from the above, if required by the Port, you have to carry out such test of the vessel in presence of classification society surveyor and PPA representative if the performance of vessel found to be deteriorated and unable to perform the assigned duty during the currency of contract and report of classification society surveyor to be submitted to the port. In case, the speed of the vessel falls below the required speed, the Board reserves the right to carry out speed test of the vessel at its discretion at any time during the currency of contract. In case speed falls below the required speed, penalty clause shall be applicable. All speed tests during tenure of contract carried out by you will be at your cost. However, the time and the fuel consumed for the test will be to the PPA's account.

11. TERMINATION OF CONTRACT:

Paradip Port Authority may terminate the contract and the agreement within the contract period for the reason of major breach of agreement with immediate effect along with forfeiture of security deposit and debar the firm from participating in any tender of PPA for a period of 02 years.

12. SUPPLY OF FUEL, FRESH WATER, ELECTRICITY & PORT DUES:

- (a) PPA shall provide and pay for fuel, fresh water, shore electric power supply, Port Charges, Pilotage, Dock, harbour dues (incurred after delivery and before redelivery). The cost of Fuel remaining on board on the day of commencement of hire will be paid by PPA / Board at rates prevailing in Paradip. The cost of Fuel remaining on board at the time of termination of contract will be paid for by you at rates prevailing in Paradip.
- (b) Fuel & fresh water for running of the vessel will be supplied by Port 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 vessel will be directed to receive the same at the designated berths. Free electricity shall be supplied to the vessel while the vessel is secured alongside berth.
- (c) In the event of any difficulty faced by PPA for supply of fuel, you will be requested to supply the same to the vessel 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 vessel for 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.
- (e) Any misappropriation and pilferages of fuel supplied by the Board will be viewed seriously and cancel the contract at your cost and you shall be blacklisted for a period of two years from participating in any tender of Paradip Port Authority.



- (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 PPA on submission of documentary evidences.

13. INSPECTON:

The operation of the vessel shall be carried out under the supervision of Harbour Master and Dy. PFSO and the fuel oil supply and consumptions shall be under the supervision of Senior Marine Engineer / Marine engineer.

14. 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, pandemic, 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.
- (iv) The decision of the Deputy Conservator, PPA 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.

15. 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.

16. INSURANCE:

- (a) During the hire period the vessel shall be kept insured by you at your expenses against P & I, Marine Hull & Machinery. Apart from these two 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 vessel 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 vessel with insurance and Port Authority will reimburse the additional amount paid by you for such insurance.



17. DISPUTE AND APPEAL:


The PPA and you 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 as per Circular No. AD/LEO/122-02/2012/2242 Dt.09/15/09/2020 of Secretary, PPA. 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 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 this work order and arrange signing of the agreement at the earliest.

This order is issued as per the Finance Vetting vide e-file dt.22/09/2023 & approval of Chairman, PPA vide e-file dt.09/10/2023.

Yours faithfully,


Deputy Conservator,
Paradip Port Authority