



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

ISO 9001 : 2008
APPROVED BY IRQS



Dated, the 13th June 2016

No.MD/ACCTS/WK/R-12/2016/ 1059

To

M/s. Sadhav Shipping Limited,
618, Laxmi Plaza,
New Link Road, Andheri (West),
Mumbai - 400 053

Sub: Supply of a modern Survey launch & crew on hire for a period of five years and extendable by another two years at the discretion of PPT.

- Ref: 1. This Office E-Tender No.:MD/ACCTS/WK/R-12/2016/474 Dt.14.03.2016
2. Your On-line Price Bid opened on Dt.22.04.2016
3. This Office LOA No. MD/ACCTS/WK/R-12/2016/93 Dt.25.05.2016
4. Your Confirmation of Acceptance of LOA No.:SSL/PPT/023/2016-2017 Dt.27.05.2016

Dear Sir,

With reference to the above, this is to inform that your offer for Supply of a modern Survey launch & crew on hire for a period of five years from the date of commencement of service and extendable by another two years at the discretion of PPT has been accepted as per the following terms & conditions:

TERMS & CONDITIONS

1. SCOPE OF WORK:

The Contract involves supply of One modern steel hull survey launch fitted with survey equipments as per the specification mentioned in the tender and crew on hire for Hydrographic survey of Paradip Port Waters within Port Limit during all weather conditions as per requirement of the port.

2. MANNING

A) The Vessel will be manned as per Paradip Port Harbour Craft Rules, 1967.

B) On the date of deployment of the vessel, you shall provide full complement of certified and experienced personnel as required under the Act / Rules during the entire contract period. It shall be your responsibility to operate the vessels for one or two shifts a day as per the Port requirement with full complement for smooth operation. However, in case of requirement, the vessels will have to work as per the Port requirement without any additional payment.

C) The conveyance for joining and leaving the vessel, victualling on board, medical expenses, personnel accident insurance & any other expenses for the staff on board will be on the account of the contractor.

Contd...P/2.

TELEPHONE . 91-0722 222025, FAX: 91.6777.777445

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



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D) During the entire contract period, you shall be responsible for general upkeep and maintenance of the vessel including all its plants and equipment and all such maintenance work carried out shall be recorded in a log to be maintained on board the vessel and made available for inspection by the Deputy Conservator or his authorized representative. Such maintenance shall however not cover items of work which are normally carried out in a dry dock or can only be carried out once the vessel is placed in the dry dock. All statutory certificates which would be valid during handling over the vessel shall be required to be kept valid till expiry of the contract period.

3. DELIVERY

The hire agreement is to be signed within 30 (thirty) days from the date of issue of Letter of Acceptance. You should deliver the vessel within 15 (fifteen) months from the date of issuance of Letter of Acceptance of the tender. The delivery period should be strictly adhered to.

If you fail to deliver the craft within the stipulated period of 15 (fifteen) months from the date of Letter of Acceptance, liquidated damages at the rate of Rs.50,000/- per day will be levied subject to a maximum period of 2 months. Further extension for another 4 months can be considered without liquidated damage subject to approval of competent authority if the delay is not due to the faults of Contractor such as (i) Delay in importing machinery including custom clearance, (ii) Delay in getting approval of drawings from classification society. In no case shall any further extension beyond 6 (2 + 4) months be given and the contract shall be cancelled and security deposit forfeited.

4. PERIOD OF CONTRACT:

Initially the period of contract is for five years from the date of commencement of service and extendable by another two years at the discretion of PPT with same terms & conditions subject to satisfactory performance.

5. PAYMENT:

(i) You shall be paid following hire charges towards "supply of modern survey launch with survey equipments & crew" for hydrographic survey as per scope of work, subject to satisfactory performance. The details are as follows:

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Sl. No	Hire charges per day	AMOUNT	Fuel
1.	for first 3 years	Rs. 83,000/-	Shall be supplied by PPT as per actual consumption subject to the limit of 40 Ltrs. Per operational hour
2.	for 4 th & 5 th year	Rs. 80,000/-	Shall be supplied by PPT as per actual consumption subject to the limit of 40 Ltrs. Per operational hour
3.	for 6 th & 7 th year	Rs. 76,800/-	Shall be supplied by PPT as per actual consumption subject to the limit of 40 Ltrs. Per operational hour

- (ii) Payment shall be made at the end of each calendar month on submission of the work done certificate duly certified by the Deputy Conservator or his representative after verifying daily deck and engine logbook of the Launch. The bills shall be submitted in duplicate. Payment shall be made within 30 days from the date of submission of the bill in complete shape alongwith workdone certificate.

6. **DOWNTIME :**

- (a) You shall be allowed downtime of 1 day on Sunday in every week during the currency of the contract for upkeep of the vessels. During the downtime on Sundays hire rates will not be paid. However, in case the launch is required to be used on Sundays by PPT payment shall be made.
- (b) When vessel is out of commission with permission from Deputy Conservator for maintenance and repairs at Contractor's request, the hire charges shall not be paid for that particular period.
- (c) Normally the vessel shall be required to be ready for operation at half an hour notice at the beginning of the shift. Should you fail to make the vessel ready for survey, the entire period for which vessel was idle after last survey till her coming back for survey shall be treated as down time of the vessel.
- (d) For late reporting to duty after one hour, the vessel shall be declared out of commission for the day, then no charges shall be paid for that day.
- (e) If the vessel is declared as out of commission due to fault of contractor for a period or 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 vessels due to the fault / negligence of the Contractor, no charges shall be payable .

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7. PENALTY

- i. If Survey launch with all survey equipments is not available for Hydrographic Survey, Penalty will be levied from the time and date of such unavailability excluding Sundays in addition to non payment of hire charges:
 - a. from the time & date of such non availability for survey upto 14 days 15% of hire charges per day or part thereof on pro-rata basis
 - b. from 15 to 21 day 30% of hire charges per day or part thereof on pro-rata basis
 - c. Beyond 21 days 50% of hire charges per day or part thereof on pro-rata basis
- ii. Under any circumstances, if vessel is not made available beyond 60 days then the contract is liable to be terminated. In case of termination of the contract, the penalty as above shall apply and BG towards performance guarantee / security deposit shall be encashed.
- iii. 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 speed till the stipulated speed is achieved. However, if the speed of the Launch falls by 5 knots, PPT reserves the right to terminate the contract.

8. TAXES & DUTIES

The above rates submitted by you are gross rates inclusive of all State / Central taxes & duties. Service Tax if applicable shall be paid extra by PPT as per prevailing rates. Any new taxes that may be levied by State / Central Government during the execution of contract will be reimbursed by Paradip Port Trust.

9. INSURANCE :

- (i) You shall insure the survey launch, and survey equipments to their full value in your name against all loss or damage whatever cause arising during course of operations and expenses for wreck removal, P&I, Marine Hull & Machinery.
- (ii) In the event of any act or negligence on the part of the contractor which may vitiate any claim under the insurance herein provided, the Contractor shall indemnify the Board against all claims and demands which would otherwise have been covered by such insurance.



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10. RESPONSIBILITY FOR EXECUTING THE CONTRACT

You are entirely responsible for the execution of the contract in all respects according to the terms and conditions as specified in the tender. You shall not sublet any part of the works without the prior written consent of the Deputy Conservator and such consent if given shall not relieve you from any liability or obligation under the contract and you shall be responsible for the defaults and neglects of any sub- contract, his Agent, servant or workmen.

- 11.** In addition to the above, all other conditions of contract detailed in the revised tender document issued are to be followed strictly.

You are requested to acknowledge receipt and acceptance of the work order and prepare for signing of agreement and submission of Security Deposits within fifteen days as per tender conditions.

This has been approved by Chairman, PPT vide UOR No.1696/CD Dt.11.05.2016 & by Board of Trustees vide Resolution No.04/2016-17 (Agenda Item No.07(01)/2016-17 in meeting held on 20.05.2016.

Yours faithfully


13/6/16
Deputy Conservator,
Paradip Port Trust

Copy to:

1. FA&CAO, PPT w.r.t. Finance Concurrence No. 104/16-17(PUR) Dtd.10.05.2016 & UOI No.1708/FA Dt.10.05.2016.
2. All HoDs, PPT / CVO, PPT / Commandant, CISF Unit, PPT
3. Bill Clerk / Office Order Guard File