

"ഭരണഭാഷ- മാതൃഭാഷ"



കേരള സർക്കാർ

സംഗ്രഹം

മത്സ്യബന്ധന തുറമുഖ വകുപ്പ്- പൊന്നാനി മണൽ ശുദ്ധീകരണവുമായി ബന്ധപ്പെട്ട്, കേരള മാരിടൈം ബോർഡും M/s രാജധാനി മിനറൽസ് പ്രൈവറ്റ് ലിമിറ്റഡുമായി സപ്ലൈമെന്ററി കരാറിലേർപ്പെടുന്നതിന് അനുമതി നൽകിയും സപ്ലൈമെന്ററി കരാറിന് അംഗീകാരം നൽകിയും ഉത്തരവ് പുറപ്പെടുവിക്കുന്നു.

മത്സ്യബന്ധന തുറമുഖ (ഇ) വകുപ്പ്

G.O.(Rt)No.891/2024/F&P

തീയതി,തിരുവനന്തപുരം, 18-12-2024

- പരാമർശം:-
1. സ.ഉ(കൈ) 71/2014/മതുവ തീയതി 15/12/2021
 2. സ.ഉ(കൈ) 26/19/മതുവ തീയതി 3/8/2019
 3. കേരള മാരിടൈംബോർഡ് ചീഫ് എക്സിക്യൂട്ടീവ് ഓഫീസറുടെ 8/9/2023 തീയതിയിലെ HOKMB-TVM/531/2023-C3(Devp) നമ്പർ കത്തും , 22/10/2024 HOKMB-TVM/1188/2023-C3 (Devp) നമ്പർ കത്തും.

ഉത്തരവ്

പൊന്നാനിയിൽ മണൽ ശുദ്ധീകരണ പ്ലാന്റ് സ്ഥാപിക്കുന്നതിനായി M/s Global Trading Company സമർപ്പിച്ച ഡി.പി.ആർന് പരാമർശം (1) പ്രകാരം അംഗീകാരം നൽകി ഉത്തരവായിരുന്നു. 20/5/2015 ൽ M/s Global Trading Company യുമായി Revenue Sharing Agreement ൽ ഏർപ്പെടുകയുണ്ടായി. M/s Global Trading Companyയുടെ പേര് M/s.രാജധാനി മിനറൽസ് പ്രൈവറ്റ് ലിമിറ്റഡ് എന്ന് മാറ്റിയിട്ടുണ്ട്. M/s.രാജധാനി മിനറൽസ് പ്രൈവറ്റ് ലിമിറ്റഡുമായി ഏർപ്പെട്ടിരുന്ന കരാറിലെ ചില വ്യവസ്ഥകൾ പുന:പരിശോധിക്കേണ്ടതുണ്ടെന്നും നിലവിലെ കരാറിലെ പോരായ്മകൾ മാറ്റി സപ്ലൈമെന്ററി കരാറിൽ ഏർപ്പെടുണ്ടേണ്ടതുണ്ടെന്നും കേരള മാരിടൈംബോർഡ് ചീഫ് എക്സിക്യൂട്ടീവ് ഓഫീസർ പരാമർശം (3) പ്രകാരം അറിയിച്ചിട്ടുണ്ട്. കേരള മാരിടൈം ബോർഡും M/s.രാജധാനി മിനറൽസ് പ്രൈവറ്റ് ലിമിറ്റഡുമായി സപ്ലൈമെന്ററി കരാറിൽ ഏർപ്പെടുന്നതിന് അനുമതി നൽകണമെന്നും കരാർ സപ്ലൈമെന്ററി കരാറിന് അംഗീകാരം നൽകണമെന്നും അഭ്യർത്ഥിച്ചിട്ടുണ്ട്.

3. സർക്കാർ ഇക്കാര്യം വിശദമായി പരിശോധിച്ചു. പൊന്നാനിയിലെ മണൽ ശുദ്ധീകരണവുമായി ബന്ധപ്പെട്ട് സർക്കാരും M/s.രാജധാനി മിനറൽസ് പ്രൈവറ്റ് ലിമിറ്റഡുമായി ഏർപ്പെട്ടിരുന്ന കരാറിന് ഭേദഗതി വരുത്തുന്നതിനായി സപ്ലൈമെന്ററി കരാറിൽ ഏർപ്പെടുന്നതിന് കേരള മാരിടൈം ബോർഡിന് അനുമതി നൽകിക്കൊണ്ടും സപ്ലൈമെന്ററി കരാറിന് അംഗീകാരം നൽകിയും ഉത്തരവാകുന്നു. അംഗീകരിച്ച സപ്ലൈമെന്ററി കരാർ അനുബന്ധമായി ചേർത്തിരിയ്ക്കുന്നു.

(ഗവർണ്ണറുടെ ഉത്തരവിൻ പ്രകാരം)

GIRIJA KUMARI G
ADDITIONAL SECRETARY

ചീഫ് എക്സിക്യൂട്ടീവ് ഓഫീസർ, കേരള മാരിടൈം ബോർഡ്, തിരുവനന്തപുരം
പ്രിൻസിപ്പൽ അക്കൗണ്ടന്റ് ജനറൽ (ആഡിറ്റ്), കേരള, തിരുവനന്തപുരം
അക്കൗണ്ടന്റ് ജനറൽ (എ&ഇ), കേരള, തിരുവനന്തപുരം
ഇൻഫർമേഷൻ ഓഫീസർ, വെബ് & ന്യൂ മീഡിയ (സർക്കാർ വെബ് സൈറ്റിൽ
പ്രസിദ്ധീകരിക്കുന്നതിനായി
കരുതൽ ഫയൽ/ഓഫീസ് കോപ്പി

ഉത്തരവിൻ പ്രകാരം

Signed by

P Y Usha

സെക്ഷൻ ഓഫീസർ

Date: 18-12-2024 16:26:21

SUPPLEMENTARY AGREEMENT

THIS SUPPLEMENTARY AGREEMENT is made on this the -----
-----th day of 2024 between the Kerala Maritime Board
(A Statutory Board of Government of Kerala) Head Office, TC XXII/1666,
(4&5), 1st Floor, Mulamoottil Building, Pipinmoodu, Sasthamangalam,
Thiruvananthapuram - 695010, represented by Sri. Shine A Haq, the Chief
Executive Officer (hereinafter referred to as “the Kerala Maritime Board”) of
the FIRST PART, and M/s RAJADHANI MINERALS a Private Limited
Company registered under (Name of the Act) having its registered address
at ----- represented by Sri. P.A. Latheef, Managing Director, (herein
after referred to as “Contractor” which expression shall unless it be
repugnant to the context or meaning thereof be deemed to mean and include
its successor and assigns) of the SECOND PART;

The Kerala Maritime Board & M/s Rajadhani Minerals shall individually be
referred to as "Party" and collectively as "Parties"

WHEREAS, a Revenue Sharing Agreement has been executed between the
Government of Kerala represented by the Joint Secretary to Government,
Port Department and M/s Global Trading Company represented by its
Proprietor, Mr. P.A. Latheef on 20th May, 2015 for setting up of purification
plant for the processing and purification of dredged material removed from
Ponnani Port:

AND WHEREAS, M/s Global Trading Company requested the Government
to execute sand purification project under the new Private Limited Company
namely M/s Rajadhani Minerals Private Limited with the objective to
produce high quality construction sand from dredged material using state of
art technology with minimal environmental damage;

AND WHEREAS, the Government have considered the request of M/s
Global Trading Company and decided to change the name of Contractor to
M/s Rajadhani Minerals Private Limited under G.O(Rt) No.893/18/F&PD
dated, 09.11.2018;

AND WHEREAS, in the absence of approved manual dredging policy, the
Government of Kerala have decided to amend the Revenue Sharing

Agreement dated 20th May, 2015 and executed First Amendment Agreement on 5th December, 2018 between Principal Secretary to Government, Port Department and M/s Rajadhani Minerals Private Limited Company represented by its Managing Director P A Latheef, Paruvingal House P. O., Alankode, Malappuram District.

AND WHEREAS, vide G.O(Rt) No.26/2019/F&PD dated, 03.08.2019, the Government of Kerala accorded sanction to cancel the aforesaid First Amendment Agreement dated 5th December, 2018 and to restore selling rights of construction grade sand and by-products obtained by purification of manually dredged soil at Ponnani Port to M/s Global Trading Company.

AND WHEREAS, in view of passing of the Kerala Maritime Board Act, 2017 (16 of 2017) constituted the Kerala Maritime Board reconstituting the erstwhile Directorate of Port, Government of Kerala and all assets and liabilities of the Directorate of Ports are transferred to Kerala Maritime Board;

AND WHEREAS, as per section 16(b) of Kerala Maritime Board Act 2017 (16 of 2017), as from the appointed day, in relation to any port, all debts, obligations and liabilities incurred, all contracts entered into and all matters and things engaged to be done by, with or for, the Government immediately before such day, for or in connection with the purposes of the ports, shall be deemed to have been incurred, entered into and engaged to be done by, with or for, the Board.,

AND WHEREAS, Kerala Maritime Board considered the original Revenue Sharing Agreement dated, 20th May, 2015 and requested the Government to review the aforesaid Revenue Sharing Agreement as the same lacks some relevant and pertinent provisions,

AND WHEREAS, a meeting held between the Principal Secretary, Fisheries and Port Department, Chairman, Kerala Maritime Board, Chief Executive officer, Kerala Maritime Board and P. A Latheef, Managing Director, M/s Rajadhani Minerals Private Ltd. on 22.11.2023;

AND WHEREAS, on perusal of the Revenue Sharing Agreement and the present operations of the project, it is found that there is no provision for the period of the Agreement and non performance of the execution of

Performance Bond by the Contractor since the Contractor is making the payment on weekly basis as against the quarterly basis stipulated in the Revenue Sharing Agreement;

AND WHEREAS, failure on the part of the bidder to fulfil the purchase of by-products under the tender conditions resulted in accumulation of the by-products alarmingly;

AND WHEREAS, on the basis of the minutes of the aforesaid meeting the Principal Secretary, Fisheries and Ports Department authorized the Kerala Maritime Board to execute a Supplementary Agreement with M/s Rajadhani Minerals Pvt. Ltd. by incorporating certain amendments to the Revenue Sharing Agreement dated, 20 th May, 2015.

NOW THEREFORE, in accordance to the above recitals and covenants, it is hereby agreed between the Kerala Maritime Board and M/s Rajadhani Minerals Pvt. Ltd., to execute a Supplementary Agreement for amending certain provisions in the Revenue Sharing Agreement executed between the Government of Kerala and M/s Global Trading Company on 20 th May, 2015 subject to the terms and conditions hereinafter contained.

NOW IT IS HEREBY AGREED AS FOLLOWS;

1. This Supplementary Agreement is supplemental to and shall be read and construed as an integral part of the Principal Revenue Sharing Agreement;
2. Save and subject to the following clauses and variations in this Supplementary Agreement and such other alterations, if any, as may be necessary to make the Principal Agreement consistent with this Supplementary Agreement, the Principal Revenue Sharing Agreement and this Supplementary Agreement shall be read and construed and be enforceable as if the terms of this Supplementary Agreement were inserted there in by way of addition or substitution, as the case may be;
3. In the event of any conflict or inconsistency between the provisions of the Principal Agreement and this Supplementary Agreement, the provisions of this Supplementary Agreement shall prevail to the extent of such inconsistency;

4. The Principal Revenue Sharing Agreement and this Supplementary Agreement shall contain the entire understanding between the Parties in both the Agreement with respect to the subject matter;

In this Supplementary Agreement, unless the context otherwise requires,

(i) words and expressions defined in the Principal Revenue Sharing Agreement shall have the same meaning when used herein or referred to in this Supplementary Agreement, save as and for any word or expression that is Agreement and ;

(ii) references to clauses and appendices shall, unless otherwise expressly provided, be construed as references to clauses and appendices of this Supplementary Agreement.

AMENDMENTS

1. ARTICLE - 1 SCOPE AND DEFINITIONS

(i) In clause 1.2.12 for the words “Department of Ports” the words “Kerala Maritime Board” shall be substituted.

(ii) In clause 1.2.13 the words “provided by the Government, free of cost” shall be deleted.

(iii) In clause 1.2.15 for the words, “a scheduled bank mutually acceptable to Government” the words , “a scheduled or nationalized bank acceptable to Kerala Maritime Board” shall be substituted.

(iv) For clause 1.2.18 the following clause shall be substituted, namely:-

“1.2.18 Kerala Maritime Board’s Revenue Share” means the amount determined to be payable to the Kerala Maritime Board once in seven (7) days under Article 12.

(v) For clause 1.2.27, the following clause and NOTE shall be substituted, namely:-

“1.2.27 “Revenue Share” means Kerala Maritime Board’s Revenue Share or Contractor’s Revenue Share, as the case may be.

NOTE._ Revenue Share of Kerala Maritime Board shall be calculated in accordance with Appendix I. Billing/Invoicing of Dredged material shall be in accordance with Appendix II.”

2 After ARTICLE - I the following ARTICLE shall be inserted, namely:-

ARTICLE 1 A – VALIDITY OF AGREEMENT

This Agreement shall be valid for twenty five years, *commencing from the date of execution of the original agreement dated 20th May 2015* or when the two parties agree to terminate this agreement in writing. Further extension shall be made by mutual consent.

3. ARTICLE 2-PARTICIPATING INTERESTS

ARTICLE 2 shall be deleted.

4 . ARTICLE 3- GENERAL RIGHTS AND OBLIGATIONS OF THE PARTIES

(i) For clause (c) of Article 3.1, the following shall be substituted namely:-

the right to sell the sand in accordance to the price and guidelines set forth by the Government and in respect of sale of by-products, the provisions stipulated in Article 8 shall be followed.

(ii) Clause (d) of Article 3.1 shall be deleted.

5. ARTICLE 5- SUPPLY OF RAW MATERIAL

In clauses 5.1, 5.2, 5.3 and 5.4 for the word “Government” the words “Kerala Maritime Board” shall be substituted.

6. ARTICLE 6-PROCESSING AND PURIFICATION

In clause 6.2, for the word “Government” the words “Kerala Maritime Board” shall be substituted.

7. ARTICLE 7- PRICING OF SAND

In clause 7.4, for the words “sales tax” the words “Goods and Services Tax” shall be substituted.

8. ARTICLE 8 – PRICING OF BY-PRODUCT

For ARTICLE 8, the following ARTICLE shall be substituted, namely:-

ARTICLE 8 – BY-PRODUCTS

1. The Contractor shall take necessary licence for stocking and selling the by-products from the Mining and Geology Department.
2. The Contractor shall obtain necessary transit passes from the Mining and Geology Department for the transportation of by-products.
3. The price of the by-products shall be discovered through an open process for the sale of by-products as specified in clause 6 of this Article.
4. The Goods and Services Tax shall be collected separately in accordance with the tariff declared for the by-products.
5. All the accumulated by-products since the commencement of the operation of the purification plant shall be assessed by the Contractor after deducting the quantity, if any, already sold.
6. The Contractor shall take steps for the sale of by-products through a transparent open bidding process in consultation with the Kerala Maritime Board.
7. If no bids have been received, despite floating tenders twice, matter shall be reported to the Kerala Maritime Board.
8. The Kerala Maritime Board shall take steps for the sale of by-products in consultation with the Government.

9. ARTICLE 9-SALE OF SAND

(I) In clause 9.8, for the word “Government” the words “Kerala Maritime Board” shall be substituted.

(ii) In clause 9.9, for the words “Port Department” the words wherever they occur, the words “Kerala Maritime Board” shall be substituted.

10. ARTICLE 10 – SALE OF BY-PRODUCTS

ARTICLE 10 shall be deleted

11. ARTICLE 11- ROYALTY AND TAXES

In clause 11.2 for the words “sales tax” and “Commercial Tax Department” words “Goods and Services tax” and “Goods and Services Tax Department” shall respectively be substituted.

12. ARTICLE 12 – REVENUE SHARE

(i) For clause (I) in 12.1 the following clause shall be substituted namely,-
“(I) All amounts that are accruing to the Contractor on account of the sale of sand and by-products excluding the Goods and Services Tax, shall be included in computing the revenue for every payment.”

(ii) For clause 12.2, the following clause shall be substituted, namely:-

“12.2 The Contractor shall pay to the Kerala Maritime Board once in seven (7) days, the Kerala Maritime Board’s share of 35% out of the Revenue for such period of seven (7) days in accordance with the provisions of this Article;”

(iii) In clause 12.3, for the word “Government’s” where ever they occur, the words “Kerala Maritime Board’s” shall be substituted.

(iv) In item (i) of clause 12.3, for the words “then the said amount shall be paid from the Escrow Account by the Contractor to the Government within a period of fifteen (15) days from the end of the relevant quarter of the year” the words “the Contractor can transfer the balance available in the Escrow Account to his designated account.” shall be substituted.

(v) In item (ii) of clause 12.3, for the words “demand draft drawn in favour of Government of Kerala” the words “DD/RTGS/NEFT in favour of Kerala Maritime Board” shall be substituted.

(vi) In clause 12.4, _

(a) for the word “Government’s” where ever they occur, words “Kerala Maritime Board’s” shall be the substituted.

(b) the words “during each months of the relevant quarter of the year for which the payment is duly made” shall be deleted.

13. ARTICLE 13 – ESCROW ACCOUNT

(i) In clause 13.1,-

(a) for item (a), the following item shall be substituted, namely:-

“(a) The Contractor shall take steps for the opening and operation of Escrow Account within a maximum period of 30 days from the date of signing of this Supplementary Agreement. Till such time, the existing payment mechanism shall be continued.”

(b) in item (b), for the words, “governed by the Contractor” the words “as per the Escrow Agreement” shall be substituted.

(ii) For clause 13.3, the following clause shall be substituted, namely:-

“Appropriation of Fund credited to the Escrow Account.-

(1) The Escrow Agreement shall contain clear provisions for transfer of Revenue Share due to the Kerala Maritime Board.

(2) All sale proceeds of sand and by-products shall be credited to the Escrow Account on day to day basis.

(3) The Revenue Share due to the Kerala Maritime Board shall be paid/ transferred once in seven (7) days.

(4) The Revenue Share of Kerala Maritime Board shall be calculated based on the quantity supplied from each Monday to Saturday and invoice shall be raised on the succeeding Monday and the money shall be transferred from the Escrow Account to the designated account of Kerala Maritime Board. Thus, every Monday the invoice shall be raised by Kerala Maritime Board or its authorised officials and the money shall be credited to the designated account of Kerala Maritime Board. In case if the invoice day is holiday, the invoice shall be raised on the next working day and funds shall be transferred to Kerala Maritime Board on the same day.

(5) Where the amount available in Escrow Account is insufficient to meet the Revenue Share due to the Kerala Maritime Board, the Contractor shall pay the difference on the due date of payment to the Kerala Maritime Board in the form of DD/RTGS/NEFT to the designated account of Kerala Maritime Board.

(6) After the Kerala Maritime Board's share for each period of seven (7) days is transferred from the Escrow Account to the designated account of Kerala Maritime Board, the Contractor can transfer the balance available in the Escrow Account to his designated account. If any difference occurs, the same shall be adjusted in future payment.

(7) Where the Contractor fails to pay the amount due to the Kerala Maritime Board, it would be treated as a breach of Contract and Kerala Maritime Board shall stop further delivery of raw materials to the Contractor.”

14. ARTICLE 14- RECORDS, REPORTS, ACCOUNTS AND REVENUE AUDIT

In clause 14.3, for the word “Government” the words “Kerala Maritime Board” shall be substituted.

15. ARTICLE 17 – PERFORMANCE BOND

For ARTICLE 17, the following ARTICLE shall be substituted, namely:-

ARTICLE 17 – PERFORMANCE BOND

The Contractor shall execute a Performance Bond amounting to Rupees Twenty five Lakhs (Rs.25 lakhs) consisting of Rupees Ten lakhs (Rs.10 lakhs) as cash deposit (Non Interest bearing) in the form of DD/RTGS/NEFT to the designated account of Kerala Maritime Board and Fifteen Lakhs (15 Lakhs) as Bank Guarantee as security of the project within ten (10) days from the date of signing of this Supplementary Agreement.

IN WITNESS WHEREOF, the representatives of the parties to this Supplementary Agreement being duly authorized have hereunto set their hands and have executed these presents this day of

.....

Signed for and on behalf of Kerala Maritime Board

.....

(Party of the First Part)

In presence of witness

1.

2.

Signed for and on behalf of Rajadhani Minerals Private Limited

.....

(Party of the First Part)

In presence of witness

1.

2.

APPENDIX – I

The Revenue share of Kerala Maritime Board would be arrived as follows:-

SELLING PRICE FIXED BY GOVERNMENT FOR SAND X 92/100 x 35/100 X Number of Tons of Dredged material sold to Contractor

(Varies from time to time as fixed by Government of Kerala)

92% - Represents the recovery of sand from the Dredged material fixed as per clause 6.2 of the agreement

35% - Represents revenue share due to Kerala Maritime Board as per clause 12.2 of the agreement

Illustration

If price fixed for sand by Government is Rs.1900/-and the number of tons of Dredged material sold to contractor is 100, then the revenue due to Kerala Maritime Board is worked out as follows:

$1900 \times 92/100 \times 35/100 \times 100 = 61180$ (This includes share to Local Self

Government Institutions also)

APPENDIX - II

Billing/Invoicing of Dredged material sold to the Contractor is calculated as follows:-

SELLING PRICE FIXED BY GOVERNMENT	XXX
FOR SAND X 92/100 X 35/100 X Number of Tones of dredged material sold to Contractor	
(Varies from time to time as fixed by Government of Kerala)	
Add: Labour Charges	
Total	
Add GST	XX
	XX
Total	XXXX

Realisable value = XXXX

Realisable amount from project proponent would be exclusive of royalty since the Contractor is making actual payment to Department of Mining and Geology, Government of Kerala.

Illustration

If price fixed for sand by Government is Rs.1900/- and the number of tons of Dredged material sold to contractor is 100 , then the invoicing shall be done as illustrated below

1900 X 92/100 X 35/100 X 100	61180
Add: Labour Charges	615
Total	61795
Add GST (now 5%)	3089.75
Total	64884.75

Realisable value - 64884.75

NOTE:- 1. The Kerala Maritime Board shall raise invoices as per the formula illustrated and under the provisions of this Agreement on weekly basis.

2. Any deficiency/surplus in the amount due to the Kerala Maritime Board as per the invoice raised in a week shall be made good in the subsequent week based on actuals.

3. The royalty to Department of Mining and Geology shall be paid by the Contractor promptly, since he is collecting the amount from the buyers of sand.

4. The amount due to Local Self Government Institutions towards its share and wages of labourers engaged for dredging shall be paid by the Kerala

Maritime Board.

PINARAYI VIJAYAN
CHIEF MINISTER