



पारादीप पत्तन न्यास
PARADIP PORT TRUST
PARADIP PORT - 754 142, ODISHA (INDIA)

ISO 9001 / 2008
APPROVED BY IRQS



IRQS
A DEPARTMENT OF
INDIAN REGISTER OF
SHIPPING



MGMT. SYS
RVAC 071
DUTCH ACCREDITATION
COUNCIL RvA

No.:MD/ACCTS/WK-R/18/2021(Pt)/ 390

Dated, the 18th April 2022

To,

National Technology Centre for Ports, Waterways and Coasts,
New Academic Complex,
Indian Institute of Technology Madras,
Chennai - 600036

Sub: Work Order for Annual Maintenance Contract (AMC) of Vessel Traffic Management System (VTMS) from Dt.01.05.2022 to Dt.30.04.2027 and development of Indigenous VTMS Software - **on Nomination basis.**

Ref: 1.PPAs Enquiry letter No.:MD/ACCTS/WK-R/18/2021(Pt)/31 Dt.11.01.2022
2.Your Offer letter No.:Nil Dt.10.03.2022

Dear Sir,

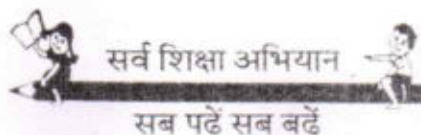
With reference to the above, we are pleased to inform you that your offered price of total cost that amounts to Rs.1,69,11,278.88 (Rupees One Crore Sixty-Nine Lakhs, Eleven thousand, Two Hundred Seventy-Eight and Eighty-Eight only) towards "Annual Maintenance Contract (AMC) of Vessel Traffic Management System (VTMS) of Paradip Port Authority for a period of five years" has been accepted as per following terms & conditions:

Terms & Conditions:

01. **Prices:** The total price for first year of contract is Rs.30.00 Lakhs plus GST which will be increased annually @ 6% starting from second year as follows:

1s Year	2nd Year	3rd Year	4th Year	5th Year
Rs.30,00,000.00	Rs.31,80,000.00	Rs.33,70,800.00	Rs.35,73,048.00	Rs.37,87,430.88
Total				Rs.1,69,11,278.88

Contd..... P/2





PARADIP PORT AUTHORITY
MARINE DEPARTMENT

.....
:: 2 ::

02. Scope of Work: You are required to enter into an agreement with Paradip Port Authority (PPA) of the maintenance of the total VTMS systems consisting following equipment's for a period of 5 years i.e. from Dt.01.05.2022 to Dt.30.04.2027.

VTMS Equipment:

- a) Radar – 25 KW 'X' Band Radar, Antenna array 12ft.(currently non-operational)
- b) Radar – 30 KW 'S' Band Radar, Antenna array 12ft.
- c) LCD Monitor (24") = 4 nos.
- d) TFT Monitor (15.6") = 1 no.
- e) CPU (Operator Server) = 1 no.
- f) CPU (Sensor Server) = 1 no.
- g) VTS Server = 2 nos.
- h) Radar Processor = 2 nos.
- i) Data Base Server = 1no.
- j) Network Switch = 1 no.
- k) VHF Radio Set = 2 nos.
- l) AIS Base Station (SAAB R40) = 1 no.
- m) UPS (Online, 10 KVA, PF – 0.7) = 1 no.
- n) Battery (12 V, 42 AH, Exide) = 20 nos.
- o) Up-gradation of latest ECDIS Charts and VTMS Software as required
- p) Recording and Playback system. The information / data stored in recording and playback system shall be available for at least fifteen (15) days for retrieval and playback.
- q) METEO SYSTEM (Weather System)
 - (i) Anemometer for wind speed and direction.
 - (ii) Temperature, Relative Humidity Sensors.
 - (iii) Barometric Pressure Sensor.
- r) RM YOUNG HD wind monitor(model-05108).
- s) RM YOUNG Pressure sensor(model-61402V).
- t) RM YOUNG Meteorological Translator(model-26800).

Contd.....P/3



PARADIP PORT AUTHORITY
MARINE DEPARTMENT

....
:: 3 ::

The maintenance would include labor and hardware upgrades as and when required. You have to provide a local base for maintenance with VTMS maintenance engineer round the year. You must ensure that the local setup of manpower is such that there is no downtime. You have to provide details of the setup at Paradip to take care of the AMC of VTMS of Paradip Port Authority . The AMC would cover routine preventive Maintenance, Corrective & Breakdown Maintenance and any system assemblies/ re-assemblies /sub-assemblies etc., which will involve removal and re-installation. You shall have to mobilize all the required materials, tools tackles and manpower at your own cost to execute the contract as per the scope of work. You shall demobilize all the equipment and materials from the site within 30 days from the date of expiry of the work order at your own cost.

03. Terms of Third-Party Takeover:

- a. NTCPWC will be take over the hardware and software of present VTMS system on "as is where is" condition. An onboarding period of 7 days is applicable. The penalty clause will not be applicable if Any major breakdown of the system happens in this duration.
- b. The scope of NTCPWC does not include supply of spares and replacement of Equipments. However, NTCPWC shall organize procurement and supply spares / equipments on written request of Paradip Port Authority as per actual Cost basis on production of supporting documents.

04. Signing of the Agreement: You must prepare and sign an agreement in a Judicial stamp paper of Rs.100/ *within 15 days from the date of issue of work order.

05. Date of Commencement of Work: You should mobilize all the equipment's, materials & VTMS maintenance engineer to commence the work with effect from Dt.01.05.2022.

06. Contract Period: The contract period is for 05 years i.e. from Dt.01.05.2022 to Dt.30.04.2027.

Contd.....P/4



PARADIP PORT AUTHORITY
MARINE DEPARTMENT

....
:: 4 ::

07. Payment terms: Payment shall be made on **Quarterly** basis. You should raise your Bill in duplicate for the actual executed quantity plus GST as applicable duly certified by the Communication Officer, PPA. The payment shall be within next **30 days** from the date of submission of complete bill in all respect. No interest shall be paid for delay in release of the bills.

08. Penalty

a. Unless otherwise specified, in case of breakdown of VTMS equipment, beyond the exclusions of clause (03) Terms of Third Party Takeover penalty shall be charged to you as follows (except Force Majeure Clause as in 8(b).

Any defect reported by Paradip Port Authority (PPA) must be attend by you within Twenty four (24) Hours from the date and time of reporting.

In case of breakdown of any VTMS equipment (mentioned in the scope of work) continuously for more than two days, penalty shall be charged @1% of the annual contract value. Similarly for breakdown of any VTMS equipment (mentioned in the scope of work) continuously for more than four days, penalty shall be charged @2% of annual contract value and so on subject to a maximum of 5% of annual contract price shall be charged as penalty for breakdown of any equipment of VTMS Continuously up to ten days. In case of breakdown of any equipment of VTMS for more than ten days continuously, **Paradip Port Authority(PPA) reserves the right to Terminate the contract.**

b. FORCE MAJEURE:

In the event the Contractor is delayed in performing its obligations in the contract, and such delay is caused by force majeure including war, civil resurrection, strikes (other than the strike solely by the Contractor's men), fire, flood, epidemics, earthquakes, extremely adverse climatic conditions, such delay may be excused and the period of such delay may be added to the time of performance of the obligations without any addition to the contract price.

Contd.....P/5.



PARADIP PORT AUTHORITY
MARINE DEPARTMENT

.....
:: 5 ::

09. Taxes: Income taxes as applicable shall be recovered from the gross amount of the bill, the same can be exempted on production of certificate from the appropriate authority along with the bills.

10. Personal protective equipment (PPE): You shall be responsible, at your own cost, for the supply of the required PPE to the workers and staff. Also, shall ensure the use of PPE such as helmets, nose masks, hand gloves etc. by your staff at site.

11. Port Entry Pass: You must provide Port Entry Passes to all the Workmen on payment of applicable charges.

12. Insurance: During the contract, the workmen shall be kept insured by you at your expenses against Personal Accident Risk. Apart from this insurance if you feel to take any other insurance cover, you are free to take at your own cost.

13. Termination for Default:

13.1 Paradip Port Authority (PPA) may, without any prejudice to any other remedy for breach of contract, by written notice of default sent to you, terminate the contract in whole or in part:

- (i) if you fail to execute the work within the period as specified in the contract, or any extension granted;
- (ii) if you fail to perform any other obligation under the contract and if you do not cure, after receipt of a notice of default, your failure within the time specified in the notice. The notice of default shall specify the nature of default as well as the time within which the default has to be cured by you.

13.2 In the event of Paradip Port Authority's termination of the contract in whole or in part, Paradip Port Authority (PPA) may execute the remaining work or procure goods similar to those undelivered by you and you shall remain liable to Paradip Port Authority (PPA) for any excess cost for such works or goods any risks, if any.

Contd.....P/6.



PARADIP PORT AUTHORITY
MARINE DEPARTMENT

.....
:: 6 ::

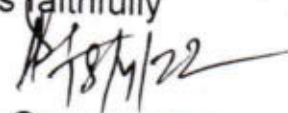
13.3 No payment shall be released in your favor till all the balance works are completed in all respects. After the balance works are completed, Paradip Port Authority (PPA) may consider payment for the items / goods that have been completed/ supplied by you and accepted by Paradip Port Authority (PPA) after adjustment of any additional cost that have been incurred for completing the balance works.

14. Termination of contract: Either party may terminate the contract by giving six (06) months' notice. Paradip Port Authority (PPA) may terminate the contract and the agreement within the contract period for the reason of major breach of agreement by giving one month of notice.

15. Resolution of Dispute: The Board 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 (Erstwhile PPT). 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.

You are requested to acknowledge receipt and acceptance of the above work order and arrange signing of the agreement at the earliest.

Yours faithfully


Deputy Conservator
Paradip Port Authority.

Copy to:

1. All HoDs, PPA / CVO, PPA / Dy. Commandant, CISF Unit, PPA
2. Sr. ME, PPA / All Pilots, PPA / ME, PPA / Tug Master Class-I (I/c), PPA / Chief Officer (F), PPA / Communication Officer, PSS, PPA
3. The LEO (Central), Paradip / Bill Section, Marine Department, PPA / Office Order Guard File.