

PARADIP PORT AUTHORITY



TRAFFIC DEPARTMENT

VOLUME-1

TENDER DOCUMENT FOR e-Tendering

**Comprising of
Instruction to Bidder (ITB)
&
General Conditions of Contract (GCC)**

Office of the Traffic Manager,
Paradip Port Authority,
2nd Floor, Administrative Building,
Post: Paradip – 754 142,
Dist: Jagatsinghpur (Odisha).
E-mail: tm@paradipport.gov.in



PARADIP PORT AUTHORITY **TRAFFIC DEPARTMENT**

No.: TD/DTM/RLY/WORKS/04(Pt.)/1391

Date.10.08.2026

e-Tender Notice

1. Paradip Port Authority invites **tender in percentage rate basis from** the eligible bidders for the following work.

Sl. No	Name of work	Estimated Cost of Work	E.M.D.	Tender fee	Period of Contract (in Year.)
1	2	3	4	5	6
1.	Manning of Atharbanki level crossing and operation of hand lever points near bulb of the merry go-round system adjacent to Gate No.2 of the Port.	₹ 1,32,11,169/- excluding GST	₹ 2,64,223/-	₹3000/- *excluding GST	Two (02) years

* To be deposited through NEFT/RTGS as per Clause No.17.0 of ITB.

2. Bidders with the following eligibility criteria only may participate:

a) **Similar Work Experience**

The bidders who have successfully executed similar work(s) within 7 years ending last day of the month previous to one in which bids are invited, (either of the following 3 categories only) may participate in the tender:

- (i) Single (1) work each worth not less than ₹ 1,05,68,935/- i.e. the amount equal to 80% of the estimated cost excluding tax **OR**
- (ii) Two (2) works each worth not less than ₹ 66,05,585/- i.e. the amount equal to 50% of the estimated cost excluding tax **OR**
- (iii) Three (3) works each worth not less than ₹ 52,84,468/- i.e. the amount equal to 40% of the estimated cost excluding tax.

Similar work shall mean “any operational work of Railway Yard” in any PSU / Govt. Organization / reputed private organization. The bidder has to submit relevant work order and completion certificate in support of their work experience. In case of work experience issued by private organization, the bidder has to submit the TDS certificate in addition to the work experience certificate, failing which it shall not be considered.

b) **Financial Turnover**

The bidder must have a minimum average annual turnover of 30% of the estimated cost during last 3(three) years ending 31st March of the financial year 2024-25.

- c) Bidders should have (i) EPF Registration Certificate, (ii) ESI Registration Certificate, (iii) Permanent Account Number [PAN], (iv) Income Tax Return of preceding three years and (v) GST Registration Certificate.

3. The prescribed Tender Document will be available in the website: eprocure.gov.in/eprocure/app from 11:00 Hrs., dt. 10.08.2026 to 11:00 Hrs., dt.01.09.2026 **for online bidding.**



4. The bidder must possess compatible Digital Signature Certificate (DSC) of Class-II or Class-III. Those Contractors not registered in the above mentioned website are required to get themselves registered before hand with valid DSC.
5. Bids shall be received **only “On line” on or before Dt. 01.09.2026 up-to 11:00 Hours.**
6. Bids received on line shall be opened at **11:00 Hours on Dt. 03.09.2026** in the office/chamber of the Traffic Manager, PPA in the presence of the bidders who wish to attend. Bidders who participated in the bid can witness the opening of bids after logging on to the site through their DSC. In the event of the specified date of bid opening being declared a holiday for Paradip Port Authority, the bids shall be opened at the appointed time on the next working day and same place.
7. Cost of Tender document and EMD shall be deposited as per Clause no. 17.0 of ITB. A self signed copy of acknowledgements should be uploaded by the bidder to the portal in designated place of the technical bid while submitting the his/her bid in respect of documents regarding EMD and Tender paper cost. Bidder is also requested to mention the e-TCN No. in acknowledgements. If the Bidder fails to upload scanned copy of self signed acknowledgement, his/her bid shall be declared as non-responsive and rejected. Bid also shall be accompanied by scanned copies of all relevant **“Certificates / documents” as per requirement of the tender** and the same shall be uploaded to the portal in the designated place of technical bid (Ref. Cl. No. 15.0 of ITB).
8. Other detail can be seen in the bid document.
9. The authority will not be held responsible for any technical snag or network failure during on-line bidding.
10. The authority reserves the right to cancel any or all bids without assigning any reason.

S/d-10.08.2026

Sr. Asst. Traffic Manager
Paradip Port Authority

Copy forwarded to:

1. The PRO, PPA with a request to publish the TCN in the Port gazette and publish the same in Newspapers as per norms and enclosed format in an early date. The copy of Port gazette and news paper cuttings may please be sent to this office for further action.
2. All HOD/Sr. Commandant, CISF/C.V.O,PPA / Heads of Offices/OOGF / Notice Board.
3. The Sr. DTM/ DTM/ Sr.ATM, PPA for information & necessary action.
4. The Hindi Officer, PPA with a request to translate the TCN in Hindi and publish in one of the Hindi Newspapers as per Office Order No. AD/PR/39(AP)/2012/774 dt.26/06/2013.



(Format for Publication of TCN in the News Paper)



Paradip Port Authority
e-TENDER NOTICE

Name of the work: Manning of Atharbanki level crossing and operation of hand lever points near bulb of the merry go-round system adjacent to Gate No.2 of the Port.

Estimated cost: ₹1,32,11,169/- excluding GST

Last date & time of submission of bid: **01.09.2026 up-to 11:00 Hours.**

Refer our website for details: <https://eprocure.gov.in/eprocure/app>.

Sr. Asst. Traffic Manager,
Paradip Port Authority.



CONTRACT DATA

(A) TIME SCHEDULE OF TENDER:

Sl. No.	Particulars	Date	Time
1.	Tender e-Publication date	10.08.2026	11:00 Hrs.
2.	(a) Document download start date	10.08.2026	11:00 Hrs.
	(b) Document download end date	01.09.2026	11:00 Hrs
3.	(a) Bid Submission start date	10.08.2026	11:00 Hrs
	(b) Bid Submission end date	01.09.2026	11:00 Hrs
4.	Tender Opening Date (Technical bid)	03.09.2026	11:00 Hrs

(B) GENERAL INFORMATION:

Sl. No.	Item	Details
1	Name of the work	Manning of Atharbanki level crossing and operation of hand lever points near bulb of the merry go-round system adjacent to Gate No.2 of the Port.
2	Employer	Paradip Port Authority
3	Employer's Representative	Traffic Manager, Paradip Port Authority.
4	Accepting Authority	Board of Paradip Port Authority.
5	Inviting Authority	Traffic Manager, Paradip Port Authority.

(C) BID INFORMATION:

1	Period of contract	02(Two) Years
2	Last Date & Time of submission of bid	Date: 01.09.2026 Time: 11:00 Hrs.
3	Date of opening	Date: 03.09.2026 at 11:00 Hrs.
4	Cost of Bid Document	
	i) Amount	₹3,000/- plus GST @18% to be deposited through NEFT/RTGS
	ii) In favour of	Paradip Port Authority
	iii) Payable at	Account No. : 0254104000169615 In favour of : ParadipPort Authority Type of Account: Saving Branch : IDBI Bank Ltd., Paradip. IFSC : IBKL0000254
5	Earnest Money Deposit(EMD)	
	i) Amount	₹2,64,223/- to be deposited through NEFT/RTGS
	ii) In favour of	FA & CAO, PPA
	iii) Payable at	Account No. : 0254104000169615 In favour of : ParadipPort Authority Type of Account: Saving Branch : IDBI Bank Ltd., Paradip. IFSC : IBKL0000254
6	Bid validity period	180 days
7	Currency of Contract	Indian Rupee
8	Language of contract	English



INSTRUCTIONS TO BIDDERS(ITB)

CLAUSE NO.	DESCRIPTION
01.0	SCOPE
02.0	NOTICE INVITING BID AND OBTAINING BID DOCUMENTS
03.0	ELIGIBLE BIDDERS
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16.0	FORMAT AND SIGNING OF BID
17.0	PAYMENT OF EMD AND COST OF TENDER DOCUMENT
18.0	SECURITY OF BID SUBMISSION
19.0	DEADLINE FOR SUBMISSION OF THE BIDS
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21.0	MODIFICATION AND WITHDRAWAL OF BIDS
22.0	OPENING OF BID
23.0	CLARIFICATION ON BIDS
24.0	EVALUATION AND COMPARISON OF BIDS
25.0	CONTACTING PARADIP PORT AUTHORITY
26.0	AWARD CRITERIA
27.0	PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL THE BIDS
28.0	NOTIFICATION OF AWARD
29.0	SIGNING OF CONTRACT
30.0	BANK GURANTEE (BG)
31.0	MEMORANDUM OF SETTLEMENT
32.0	SITE SAFETY & ENVIRONMENT PROTECTION
33.0	TIME IS ESSENCE OF THE CONTRACT
34.0	PURCHASER'S OBLIGATION
35.0	CONTRACTOR'S OBLIGATION
36.0	UNDERTAKING BY THE BIDDERS
37.0	DISCLOSURE BY THE BIDDER
38.0	EVALUATION OF BIDS IN CASE OF TWO OR MORE L1 BID



INSTRUCTIONS TO BIDDERS (ITB)

1.0 SCOPE:

Paradip Port Authority (hereinafter referred to as the “Purchaser”) intends to receive Bids online on the website eprocure.gov.in/eprocure/app from the interested eligible bidders for the work as mentioned in the Tender call Notice (TCN). All Bids shall be completed and submitted on line on the website eprocure.gov.in/eprocure/app in accordance with the Instructions to the Bidders. No bid shall be accepted off-line.

2.0 NOTICE INVITING BID AND OBTAINING BID DOCUMENTS:

2.1 Traffic Manager is hereby nominated as “Officer inviting the Bid” who will deal with all matters relating to the subject tender.

2.2 **PARTICIPATING IN THE BID IN THE E-PROCUREMENT PORTAL:** The Contractor/Bidder intending to participate in the bid is required to register in the Portal with some information about the firm/Contractor. This is a onetime activity for registering in Portal. During registration, the contractor has to attach a Digital Signature Certificate (DSC) to his / her unique user ID. The DSC used must be of appropriate class (Class II or Class III) issued from a registered Certifying Authority such as n-Code, Sify, TCS, MTNL etc. If the bidder is an individual person then he/she should register himself under “Individual” category and if the bidder is a proprietorship firm/partnership firm /Joint venture or consortium/ Company then registration should be under “Corporate” category. The registration should be in name of bidder, whereas DSC holder may be either bidder himself or his duly authorized person.

2.2.1 To log on to the portal, the Bidder / Contractor is required to type his/her username and password. The system will again ask to select the DSC and confirm it with the password of DSC. For each login, a user’s DSC will be validated against its date of validity and also against the Certificate Revocation List (CRL) of respective CAs stored in system database. The system checks the unique ID, password and DSC combination and authenticates the login process for use of portal.

2.2.2 Any prospective bidder can view or down load the bid documents from the web site eprocure.gov.in/eprocure/app during the period as indicated in TCN/Contract Data.

2.2.3 In the case of any failure, malfunction or breakdown of the electronic system used during the e-Procurement process, the tender inviting officer shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.

2.2.4 Any third party/company/person under a service contract for operation of e-procurement system in the PPA shall be ineligible to participate in the procurement processes that are undertaken through the e-procurement system irrespective of who operates the system.

3.0 ELIGIBLE BIDDERS:

The invitation for bid is open to all bidders including an individual, proprietorship firm, partnership firm, company or a Joint Venture/Consortium fulfilling all the requirements as mentioned in the Tender Call Notice (TCN) and having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of Authority to the Root Certificate of CCA.



If the bidder himself is the DSC holder bidding on line then no document is required. However, if the DSC holder bidding on-line on behalf of the bidder then the Power of Attorney or any sort of legally acceptable document for the authority to bid on behalf of the bidder is required.

Bidders should have (i) EPF registration certificate (ii) ESI / Mediclaim Policy/ Employment injury & Compensation. If the firm is having any type of Mediclaim Policy or Employment injury & Compensation scheme other than ESI, then the firm has to submit an undertaking that if the work is awarded in their favour then the firm would get registered under the ESI Scheme.(iii) Permanent Account Number [PAN] (iv) Income Tax Return of preceding three years, (v) GST Registration Certificate.

Bidders who have been debarred / blacklisted by any purchaser at the time of bidding shall not be allowed to participate in this tender.

Successful execution and completion of “Similar Works” on or before the last day of month previous to the one in which e- Tender has been invited (**i.e. e-Publication date of TCN**) only shall be considered for evaluation of eligibility criteria. In case of continuation of works such as Operation and Maintenance work, the work experience for the completed period shall be considered only and if there is no discontinuity in the period of such work, then the work shall be treated as one work.

In case any firm is submitting two separate orders for the same work i.e., one for supply of materials & another for installation, commissioning of the same work irrespective of issue date, PO no. or work order no. then in that case both the orders will be treated as a single work and the amount of both the works will be combined for evaluation of eligibility condition for similar work experience.

In case of work experience issued by Private Organizations, the bidder has to submit the TDS certificate in addition to the work experience certificate, failing which it shall not be considered.

4.0 COST OF BIDDING:

The Bidder shall bear all costs associated with the preparation and submission of its Bid and Paradip Port Authority will in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.

5.0 SITE VISIT:

- 5.1 Paradip Port Authority may conduct joint site visit, pre-bid and/or post-bid meeting. The bidder should attend the site visit as well as the pre-bid meetings, if any.
- 5.2 Bidders are strongly advised to inspect and assess the site conditions and its surroundings and satisfy themselves before submitting their bids. In general, they shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Bidder shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra charges arising out of any misunderstanding or otherwise shall be allowed. Bidders shall submit a realistic offer for the execution of the work at their own cost without any liability on Paradip Port Authority (PPA).
- 5.3 Submission of a bid by a bidder implies that he has read the Tender document and has made himself aware of the terms & conditions and scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of work.



BIDDING DOCUMENTS

6.0 CONTENTS OF BID DOCUMENTS:

- 6.1 The Notice Inviting Tender documents uploaded shall consists of
- Tender Call Notice (TCN) and Contract Data
 - Technical (fee / (pre-qualification or eligibility) / technical) document
Volume-1: # Instructions to Bidders (ITB),
General Conditions of Contract (GCC).
Appendices.

Appendix No.	Description
01	Bill Entry Format
02	Techno – Commercial Information
03	Eligibility Information
04	Bank Guarantee Format for ISD
05	Bank Guarantee Format for PSD
06	Bank Guarantee Format for Advance
07	LOI Format
08	Work Order Format
09	Format for Agreement.
10	Mandate form for electronic fund transfer/RTGS Transfer
11	Format for Refund of EMD

Volume-2 Scope of Work

- Price Schedule [Bill of Quantity (BOQ)]
- 6.2 The bidder is required to down load all the documents including the drawings for preparation of his bid. Any other drawings and documents if any pertaining to the works available with “Officer inviting the Bid” will be provided for inspection by the bidders. The bidders are strongly advised to examine all the instructions, forms, terms and specifications in the Bidding documents. Failure to furnish all the information required by the Bidding Documents or submission of a Bid not techno-commercially responsive, in every respect, will be at the Bidder’s risk and shall result in the rejection of its Bid.

7.0 CLARIFICATION ON BIDDING DOCUMENTS:

A prospective Bidder requiring any clarification (pre-bid queries) on the Bidding Documents may request Paradip Port Authority online in the e-procurement portal using his DSC; provided the questions are raised during the period as mentioned in the TCN / Contract data/home page of portal. The identity of the bidder will not be disclosed by the system. Reply to clarifications shall be sent by PPA only if the clarifications requested for, are considered appropriate by PPA. The clarifications given by PPA will be visible to all the bidders intending to participate in the tender.

After evaluation of techno-commercial bids, the information on qualification / disqualification of the participant bids along with the reason for disqualification will be published in the e-procurement portal upon which the disqualified bidders will receive system-generated communication along with reason for disqualification of respective bid(s). The unsuccessful bidder may choose to represent in writing over rejection of its bid to the officer inviting tender,



prior to the date of opening of price bid as notified in the e-procurement portal. No such representation shall be entertained after opening of price bids, over rejection of its bid.

8.0 AMENDMENT TO BID DOCUMENTS:

- 8.1 At any time prior to the deadline for submission of Bids, Paradip Port Authority may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by issuing Corrigendum and/or Addendum.
- 8.2 Any addendum thus issued shall be part of bidding documents and shall be notified in the website eprocure.gov.in/eprocure/app and through paper publication if required. Bidders intending to participate in the tender shall be solely responsible to check the portal for the amendment issued in shape of Corrigendum and/or Addendum.
- 8.3 In order to afford prospective bidders, reasonable time to take the amendment into account in preparing their bids, Paradip Port Authority may at its discretion, extend the deadline for the submission of bids.

PREPARATION OF BIDS

9.0 LANGUAGE OF BID:

The Bid prepared by the Bidder and all correspondences and documents relating to the Bid exchanged by the Bidder and Paradip Port Authority shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long as it is accompanied by an English translation of its pertinent passages in which case for purpose of interpretation of the Bid, the English translation shall be considered. The English translation shall have to be certified to be the true copy by the bidder or the person who has translated the same.

10.0 BID PRICES:

- 10.1 The Bidder shall indicate on the prescribed Bill of Quantity, the landed prices of all the goods and services at Paradip Port Authority. *It must include all the taxes (except GST), duties, fees, all types of Cess, insurance, transportation, packing, forwarding and all other incidentals required for execution of the contract in all respect. Variation in taxes (GST) due to change in Govt. Regulations only shall be considered, provided such change has taken place within the period from 28 days prior to the last date of bid submission to the original completion date of the Contract. The extended period of Contract shall only be considered on merit.*
- 10.2 The Contractor shall have to submit the break-up prices of different items of the Bill of Quantity in the following prescribed format within 30 days from the date of drawing approval. In-case there is no provision of drawing approval in the contract; the break-up prices shall be submitted by the contractor within 30 days of issue of Work Order. Where the contractor expects to incur expenditure on unforeseen item, then the contractor may keep a reasonable amount under “Miscellaneous Items”. In any case, the total of the break-up prices shall not exceed the amount originally quoted in the Bill of Quantity. The notional break-up prices given by the contractor are to be followed for making stage payments. The contractor shall ensure that the break-up prices are rational, reasonable and approved by the Port for effecting stage payments. In case the Contractor cannot furnish the break-up prices in the following format for all the items, the reasons must be clearly mentioned by the contractor.



Sl. No.	Description of items	Base price	GST @					Insurance, Transport Incidentals etc.			Total Landing Cost

10.3 The break-up price and the price quoted in the BOQ format should match.

10.4 Paradip Port Authority does not have 'C' or 'D' form facility. The Contractor may arrange way bill at his cost for inter-state transportation of all the materials required for successful execution of the work.

11.0 BID VALIDITY:

11.1 The bids shall be valid for a period of 120 days from the last date of submission of bids. A Bid valid for a shorter period shall be rejected as non-responsive.

11.2 In exceptional circumstances, prior to expiry of the original time limit, the "Officer inviting the Bid" may request the bidders to extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable or by e-mail. A bidder may refuse the request without any risk of forfeiture of his Earnest Money Deposit (EMD).

11.3 A bidder agreeing to the request will not be required or permitted to modify his bid but will be required to extend the validity of his bid for the period of the extension.

12.0 BID CURRENCIES.

The prices shall be quoted in the currency of Indian Rupees only. The price quoted in the currency of Indian rupees in the Bill of Quantity shall be firm and shall not be varied on account of exchange rate fluctuation during the bid validity / contract period.

13.0 EARNEST MONEY DEPOSIT (EMD) :

The bidders shall furnish the prescribed EMD in accordance with the Clause No 17 of ITB. The EMD shall be returned to all the unsuccessful bidders within 30 days of technical/ financial evaluation of the bid. The EMD shall be forfeited under the following circumstances:

1. If the Bidder withdraws its Bid during the period of bid validity, after bid opening **or**
2. If the bidder revises its price offer after opening of the price bid **or**
3. If the Bidder submits fraudulent documents and / or wrong information in support of its eligibility / qualification **or**
4. If the Bidder, having been notified of the acceptance of its bid by Paradip Port Authority during the period of bid validity,
 - a) fails to sign the Agreement **or**
 - b) fails to submit the required initial security deposit, Extra Additional Security Deposit (EASD) if applicable, and /or does not agree to carry out the work as per the tender conditions.



Refund of EMD and paper cost will be made to bidders who have not uploaded their bid offers in the tender process at all.

EMD will be refunded to bidders who have deposited EMD & Paper cost, uploaded their bids and has applied online for withdrawal of bid before stipulated time & date of opening bid.

Please refer Clause No.14.0 for returning of EMD to the successful bidder.

NB: Deposit of EMD is exempted for the bidder(s)/Firms(s) who are registered with the Central Purchase Organization, National Small Industries Corporation (NSIC) *{for same kind of Work/Services as tendered}* or the concerned Ministry or Department. Documentary evidence in support of such registration must be submitted by the bidder in cover-A, Clause No. ITB-15 failing which his/her bid shall be rejected.

14.0 SECURITY DEPOSITS:

A sum of 10% of accepted value of the tender shall be deposited by the successful bidder (Contractor) as Security Deposit (SD). This will be deposited initially 1% value of the contract as initial security deposit (ISD) in shape of a Bank Guarantee or Demand Draft (DD) / Banker's Cheque drawn in favour of FA&CAO, Paradip Port Authority (DD/ Banker's cheque shall be payable at Paradip) within 15 days of issue of Letter of Intent (LOI). After deducting the EMD and ISD from the stipulated security deposit, the balance amount will be recovered in instalment through deduction at the rate of 10% of the value of each running account bill subject to attaining the required amount by the last running bill.

In case of exemption of EMD, the successful bidder has to deposit initially 3% of the contract value as ISD instead of 1% of contract value.

The Contractor may submit Bank Guarantee for the balance amount after deducting the EMD and ISD from the stipulated security deposit in which case there will be no deduction from the running bills towards security deposit.

EMD of the successful bidder may be refunded to the bidder after receiving an equivalent amount of Bank Guarantee only after issue of work order and signing of agreement.

The Contractor may also submit Bank Guarantee for a sum of 10% of accepted value of tender as Security Deposit (SD) within 15 days of issue of Letter of Intent (LOI) in that case (i) deposit of 1% ISD will not be required; (ii) there will be no deduction from the running bills towards security deposit; and (iii) 'EMD of the successful bidder will be refunded to the bidder after issue of work order and signing of agreement.

The security deposits shall be returned to the Contractor within 45 days of successful execution and acceptance of the work. The BG shall be as per Appendix-4 and valid till 45 days after the scheduled date of completion of the work.

14.1 PERFORMANCE SECURITY DEPOSIT (PSD):

The Contractor shall furnish PSD equivalent to 5% of the contract price in shape of a Bank Guarantee as per Appendix-5 or Demand Draft (DD) / Banker's Cheque drawn in favour of FA&CAO, Paradip Port Authority (DD/ Banker's cheque shall be payable at Paradip) on or before date of completion of work. The PSD shall be retained by Paradip Port Authority till successful completion of the warranty period. The PSD shall be released within 60 days of



successful completion of the warranty period. The BG shall be valid till 60 days after completion of warranty period. In case the Contractor fails to furnish PSD on or before scheduled date of completion of work, the PSD will be adjusted from the Security deposit and the balance amount of security deposit will be returned to the Contractor.

15.0 DOCUMENTS COMPRISING THE BID:

- 15.1 All the volumes/documents of TD shall be provided in the portal by the “Officer inviting the Bid”. The bidder shall carefully go through the document and prepare the list of required documents those are asked for submission including cost of Tender document & EMD. The bid shall be technical bid and financial bid. The bid shall be prepared as under and store in the system for uploading the same through E-Procurement Portal online in three cover system and digitally signed by the authorized representative of the bidder as follows:

Cover A--- “FEE” shall comprise

Self signed acknowledgements indicating e-TCN No. towards deposit of Cost of Tender Document and EMD as per TCN, **Clause No.13 and Clause No.17 of ITB.**

Cover B--- “Technical Bid” shall comprise the documents for eligibility criteria for pre-qualification as mentioned in the Tender Call Notice and the technical proposal

Pre-qualification Documents

- 1.0 EPF & ESI Registration Certificates.
- 2.0 Permanent Account Number [PAN].
- 3.0 Income Tax Return of preceding three years.
- 4.0 *GST Registration Certificate.*
- 5.0 Power of Attorney or any sort of legally acceptable document if the DSC holder bidding on-line on behalf of the bidder.
- 6.0 Eligibility information as per Appendix-3 filled in all respect.
 - a. The supporting documents (Work Orders, Completion Certificates, etc) of details of works/projects executed to meet similar works experience as per the eligibility criteria indicated in the Tender Call Notice.
 - b. In case of work experience issued by private organization, the bidder has to submit the TDS certificate in addition to the work experience certificate.
 - c. The supporting documents related with financial capabilities shall be affidavit / certificate from CA mentioning turnover of last 3(three) years ending 31st March of the previous financial year.

Technical Proposal document

- 7.0 Technical proposal comprising of the scope of work, detail specifications, the offered equipment/system [wherever applicable] conforming to the technical requirements in consonance with the tender document.
- 8.0 In addition, the following information as detailed below should also be submitted
 - a. Techno-commercial information as per Appendix-2 filled in all respects.
 - b. Preliminary project plan indicating the outlay and details of programme for execution of the work, if applicable.
 - c. Details of Technical Manpower deployed or to be deployed by the firm for execution of the said work if asked in Scope of work.
 - d. Vendor list of the bidders/renderers, if any, in connection with the work.
 - e. Documents relating to Consortium or Joint Venture by the firm, if any.



- f. An undertaking or declaration in any appropriate format regarding no disputes/blacklisting/ban of business. Instruction to Bidder
- g. A declaration in any appropriate format regarding whether any of his relations working under PPA or not.
- h. An undertaking of not making any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act (PC Act) in connection with the bid as per Clause No. 37 of ITB.

9.0 Any other information required for eligibility relating to the subject work or additional information for improvising the work which the firm may provide for the benefit of the organization.

NB: Please note that the bidder needs not to send any documents (Hard Copy) to the Tender Inviting Authority before opening of tender.

Cover C----“Financial Bid “shall comprise

- 1.0 Priced Bill of Quantity.
- 2.0 Break-up Price, if any.

15.2 PRICE PROPOSAL BY THE BIDDER:

- i) In the E-Procurement Portal, an intelligent Bill of Quantity in Microsoft Excel format shall be made available to the bidder.
- ii) For Item rate tenders, the bidder shall fill in rates in figures and should not leave any cell blank. The line item total in words and the total amount shall be calculated by the system and shall be visible to the bidder. He has to only write the figures, the words will be self generated.
- iii) In case of percentage tender, the bidder will only fill in the designated cell and activate “less” or “excess” to indicate how much his/her price offer is excess or less than the estimated amount.
- iv) The bidder shall bid for the whole works as described in the Bill of Quantities.
- v) If break up price is asked for along with BOQ then bidder shall upload scanned copies of break-up price duly signed by authorized representative in PDF format at the designated location “Finance” of the portal. The bidder shall ensure that grand total of break-up should match with total price quoted in the BOQ. This break-up price may be used as for reference or for evaluation if required.
- vi) The contractor shall be deemed to have satisfied himself/herself as to the correctness and sufficiency of the Tender and the rates and prices quoted in the Bill of Quantities, all of which shall cover all his/her obligations under the Contract (including those in respect of the supply of goods, materials, plant & services, etc) and all matters & things necessary for the proper execution and completion of the work and the remedying of any defects therein.

Note: Please ensure that the macros are enabled. Instruction to Bidder mat of BOQ.

15.3 Bidders shall submit offers that fully comply with the requirements of the Tender documents. Conditional offer or alternative offers will not be considered in the process of bid evaluation.



- 15.4 The bidders are required to upload the documents in PDF format related to their fee / pre-qualification or eligibility information/ Technical proposal and Price proposal duly filled in. The bidders should upload only the documents those are asked in the preceding clauses. Please note that it is not necessary for the part of the Bidder to upload the entire Tender document while uploading his/her bid online and said documents will be deemed to be part of the bid.

16.0 FORMAT AND SIGNING OF BID:

- 16.1 The bidder can undertake the necessary preparatory work of preparation of bids off-line. Thereafter the bidder shall log on to the portal with his/her DSC and move to the desired tender for up-loading the scanned documents one by one in Portable Document Format (PDF) to the portal in the designated locations of Technical Bid simultaneously checking the documents. The Bidder will fill up the rates of items or percentage in the BOQ down loaded for the work in designated Cell and uploads the same in designated locations of Financial Bid. Submission of document shall be effected by using DSC of appropriate class.
- 16.2 The protected BOQ uploaded by the Officer Inviting to Bid is the authentic BOQ. Any alteration or deletion or manipulation in BOQ shall lead to cancellation of Bid.
- 16.3 The bidder shall upload the completed bid at his/her convenience within the final date and time of submission. The bidder shall only submit single copy of the required documents and Price Bid in the portal. The Bidders are advised to upload the completed Bid document well ahead of bid closure time to avoid any last moment problem of power failures, failure of network etc. for which PPA shall not be responsible in any manner.
- 16.4 Tender cannot be pre-opened and cannot be submitted after due date and time. Therefore only after satisfying that all the documents have been uploaded, the Bidder should activate 'Submit' button.
- 16.5 In the e-procurement, each process is time stamped as per server time. The system can identify each individual who has entered in to the portal for any bid and the time of entering in to the portal.
- 16.6 The bidder shall ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful submission/uploading of bid. The Bidder should also ensure clarity/legibility of the document up loaded by him/her to the portal especially the scanned documents by taking out sample printing. Non-submission of legible documents may render the bid non-responsive. However, the Officer inviting the Bid if so desires can ask for legible copies or original copies of scanned documents and statements uploaded in the portal within specified period for verification provided such document in no way alters the Bidder's price bid. If the Bidder fails to submit the original documents with in the stipulated date, his EMD shall be forfeited.
- 16.7 The online bidder shall digitally sign on all the statements, documents, certificates, uploaded by him/her, owning responsibility for their correctness/ authenticity. The bidder must note that misrepresentation of facts and/or submission of fraudulent documents or submission of bid in an irresponsible manner may disqualify the bidder to participate in any tender of Paradip Port Authority and result in forfeiture of the EMD and also, termination of any other



on-going contracts with forfeiture of the Security Deposit. Paradip Port Authority reserves the right to verify the authenticity of the documents / information submitted by the bidder.

17.0 PAYMENT OF EMD AND COST OF TENDER DOCUMENT:

The bidder shall furnish as part of his/her bid, an EMD and cost of Tender Document for the amounts mentioned in the TCN as per the following procedures.

The deposit of tender paper cost and EMD by the participating bidders will be made by National Electronic Fund Transfer (NEFT) / Real Time Gross Settlement (RTGS), only to a specific account of PPA, details of which are mentioned below.

Account No.	:	0254104000169615
In favour of	:	ParadipPort Trust
Type of Account	:	Saving
Branch	:	IDBI Bank Ltd., Paradip.
IFSC	:	IBKL0000254

For effecting any bid, the Bidder will deposit the Tender paper cost and EMD separately to the above account number and obtain the acknowledgements of the above transactions on or before last date & time of bid submission. A self signed copy of these acknowledgements should be uploaded by the bidder to the portal in designated place Cover-A (Clause No.15 of ITB) while submitting the tender in respect of documents regarding EMD and Tender paper cost. Bidder is also requested to mention the e-TCN No in acknowledgements. If the Bidder fails to upload scanned copy of self signed acknowledgement towards deposit tender paper cost & EMD, his/her bid shall be declared as non-responsive and rejected. It is the responsibility of the bidder to ensure that the cost of Tender Paper Cost and EMD is deposited into the account of the PPA before the scheduled last date and time of submission of bid. The amount shall be credited into the account of PPA before the scheduled time and date of bid submission.

The Bidder should ensure that the transaction will be within stipulated bidding period for that tender. No previous dues of the bidder shall be adjusted towards the above transaction of tender paper cost and EMD. The bidder shall not use the same transaction in more than one tender; otherwise his bid will be rejected.

The account from which the tender paper cost and EMD will be deposited should be in the name of the Firm/Contractor/authorized person of the firm who have digitally signed the bid. In case the cost of tender paper and EMD is submitted from the account of any authorized personnel the firm needs to submit an undertaking in Cover-A (Clause No.15 of ITB) specifying that the account from which the cost of Tender paper and EMD transferred to PPA account is of authorized person/Proprietor of the firm. Refund of EMD in respect of unsuccessful bidders will also be made to that specific account of the bidder.

- 17.1 The self signed acknowledgement uploaded by the bidder in respect of tender paper cost and EMD should be verified by the tender inviting authority and confirmation of the same may be obtained from the Finance Department, PPA. This verified acknowledgement will be a part of agreement in case of the successful bidder and will be used for refund of EMD in case of unsuccessful bidders. Refund of EMD to unsuccessful bidders and successful bidders will be made using a standard form as per Appendix-11.



NB: If the bidder is exempted from the deposit of tender paper cost and EMD due to registered with the Central Purchase Organisation, Micro and Small Enterprises, 2012 to all MSE's registered with District Industries Centers (DIC) / Khadi & Village Industries Commission (KVIC) Khadi & Village Industries Board (KVIB) / Coir Board / NSIC / Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) / Udyog Aadhar Memorandum (UAM) in all tenders, irrespective of relevance of the product category, the bidder shall upload the documentary evidence in support of such registration in Cover A, Clause No.15 of ITB.

- 17.2 If the Bidder fails to upload scanned copy of self signed acknowledgement towards deposit tender paper cost & EMD, his/her bid shall be rejected. Also furnishing scanned copy of such documents is mandatory failing which the bid shall be declared as non-responsive and rejected.

NB: If exempted bidder fails to upload documentary evidence in support of exemption of EMD (as mentioned in clause No. 17.2 & 13 of ITB) in Cover A, Clause No.15 of ITB, his/her bid shall be rejected.

- 17.3 Extra Additional Security Deposit (EASD) wherever applicable will be collected from the successful bidder along with the initial security deposit (ISD) after issuing the letter of intent. Back out from the offer by the participating bidder after opening of technical bid (in case of two bid system) or price bid (in case of single bid) OR non-deposit of EASD by the successful bidder will liable for forfeiture of EMD and debarment of the bidder from participating in any future tender of PPA. EASD may be accepted in form of Demand Draft, Bankers Cheque, Bank Guarantee in favour of FA&CAO, Paradip Port Authority.

18.0 CONFIDENTIALITY & SECURITY OF BID:

- 18.1 Strict confidentiality is observed during bid processing. All bid data uploaded by the Bidder to the portal will be encrypted by the DSC of the bidder(s). The system shall require all the mandatory forms and fields filled up by the bidder during the process of submission of the bid/tender.
- 18.2 The Bid shall be received in encrypted format by the system which can only be decrypted / opened by the authorized openers only on or after the due date and time.
- 18.3 The bidder must ensure that all the information required in the tender documents is furnished appropriately, failing which the bid shall be rejected.

19.0 DEADLINE FOR SUBMISSION OF THE BIDS :

- 19.1 The online bidding will remain active till the last date and time of the bid submission. Once the date and time (Server date and time) is over, the bidder will not be able to submit the bid. The date & time of bid submission shall remain unaltered even if the specified date for the submission of bids declared a holiday for the Officer inv Instruction to Bidder
- 19.2 The officer inviting the bid may extend the deadline for submission of bids by issuing an amendment in accordance with Clause No.8.0, in which case all rights and obligations of the officer inviting the bid and the bidders previously subject to the original deadline will then be subject to the new deadline. The new date after extension shall be available in the website.



20.0 LATE BIDS :

The system shall reject submission of any bid through portal after closure of the receipt time. For all purpose the server time displayed in the e-procurement portal shall be the time to be followed by the bidder and concerned officers.

21.0 MODIFICATION AND WITHDRAWAL OF BIDS :

- 21.1 In the E-Procurement Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc. If the bidder fails to submit his/her modified bids within the designated time of receipt, the bid already in the system shall be taken for evaluation.
- 21.2 In the E-Procurement Portal, withdrawal of bid is allowed. But in such case the bidder has to write a confidential letter with appropriate reasons for his/her withdrawal addressed to the Officer inviting the bid and uploads the scanned document to portal in the respective bid before the closure of submission / receipt of the bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

OPENING AND EVALUATION

22.0 OPENING OF BID:

- 22.1 There should be at least one day gap between date & time of submission of bids and date & time of opening of bids.
- 22.2 Bid opening dates are specified during publishing of tender or can be extended vide corrigendum. These dates are available in TCN, tender document as well as the home page of portal. The bids shall be opened on the specified date and time only. The bidders who participated in the on line bidding can witness opening of the bid from any system logging on to the portal with the DSC away from opening place. Bidders are not required to be present during the bid opening at the opening location if they so desire.
- 22.3 In the event of the specified date of bid opening being declared a holiday for Paradip Port Authority, the bids shall be opened at the appointed time on the next working day.
- 22.4 The designated officers authorized to open the bid shall use their DSC and open the bids. The Bid openers; who have been pre-defined shall log on to the portal with their respective DSC.
- 22.4.1 The Opening Officers will check the self signed acknowledgement uploaded by the bidder in respect of tender paper cost and EMD. If found in order, they will continue opening of all other documents in the system provided under Technical Bid.
- 22.4.2 The bids with appropriate tender document cost and EMD will be taken up for evaluation as per the information furnished by the Bidders with respect to the eligibility/pre-qualification Information and Techno-commercial & other information in accordance with Clause 14.0. But evaluation of the bid does not exonerate the bidders from checking their original documents. Paradip Port Authority reserves the right to verify the authenticity of the documents / information submitted by the bidder.



As per Section-468 (Forgery for the purpose of Cheating) and Section – 471 (using as genuine, a forged document) of IPC-1860, use of fraudulent/forged document for the purpose of participating in any tender is a punishable offence. Hence, in such cases, PPA shall have no other option than to take following actions against the firm, which has restored to use of forged/fraudulent document in any tender. It is also applicable if at a later date the bidder is found to have misled the evaluation through wrong information.

At the time of bidding stage

- a) Forfeiture of the EMD and also, termination of any other on-going contracts with forfeiture of the Security Deposits.
- b) Black listing of firm under Prevention of Corruption Act, 1988 for a period of seven years from the date of blacklisting.

At the time of contract execution

- a) Termination of the contract with forfeiture of the Security Deposits.
- b) Forfeiture of the EMD and also, termination of any other on-going contracts with forfeiture of the Security Deposits.
- c) Black listing of firm under Prevention of Corruption Act, 1988 for a period of seven years from the date of blacklisting.

22.5 After Technical evaluation of the bidders and selection of the qualified bidders offline, Officer Inviting Bid will log on to the site with their DSC and record their comments on the Technical evaluation page in the system. Upon acceptance of technical evaluations in the system, all the bidders will get information regarding responsiveness of their bid along with date of opening of Price bid on their personalized dash board and also by system generated e-mail.

22.5.1 The Officer inviting Bid shall ensure that all the Bidders are individually intimated about the date, time & venue of opening of the financial bid along with the responsiveness of the Technical Bid.

22.6 The Financial Bid of the technically qualified bidders will be opened on the notified date & time in the presence of bidders or their authorized representative who wish to be present.

22.6.1 Officers in charge of opening of bid (Bid openers) i.e. Members of the bid opening committee log on to the system in sequence and open the financial bids for the technically qualified bidders. The opening of financial bid by the opening officers using their DSC shall decrypt the financial bids.

22.6.2 At the time of opening of “Financial Bid”, the names of the bidders whose bids were found responsive will be announced. The bids of only those bidders will be opened. The remaining bids will be rejected. The price offers of the technically qualified bidders shall be announced after opening of the financial bid.

22.6.3 Special conditions and/or rebate/discount offer if any uploaded to the system shall be declared and recorded first.

22.6.4 The Financial bid of the bidders shall be opened one by one by the bid Openers. The system shall auto generate the Comparative statement.



- 22.7 The participating bidders can witness the principal activities and view the documents/summary reports on line for that particular work by logging on to the portal with his DSC from anywhere. The bidder will get the information regarding the status of their financial bid and ranking of bidders on website.

23.0 CLARIFICATION ON BIDS:

- 23.1 During evaluation and comparison of the bids, the purchaser may, at his discretion, ask the bidder for clarification on the bid. The request for clarification shall be given in writing by registered/ Speed Post/Registered e-mail/uploaded on the e-procurement Portal, asking the tenderer to respond by a specified date, and also mentioning therein that, if the tenderer does not comply or respond by the date, his tender will liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information/documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. (Example: if the Permanent Account Number, *registration with GST* has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above). So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply order without its completion/ performance certificate, the certificate can be asked for and considered. However, no new supply/work order should be asked for so as to qualify the bidders.
- 23.2 Any clarification or shortfall in technical documents shall be communicated exclusively through the e-Procurement portal using the designated online functionality. Submission of documents through manual correspondence, physical mode, or external email shall not be entertained under any circumstances. Bidders shall comply within the system-generated timeline, failing which their bids shall be liable for rejection.
- 23.3 Paradip Port Authority reserves the right to conduct joint post bid discussion after opening the technical bids, for clarification on techno-commercial offers and may amend the techno-commercial requirements so as to bring all the bidders on to a common platform. In case of any alteration in the techno-commercial requirements, all the bidders shall be given equal opportunity to submit supplementary price offers for that item in which alterations have been made. The supplementary offer must indicate the amount which shall be added to or subtracted from the original price offered for that item. The supplementary price offer shall be submitted in hand at the time of opening of bid or by registered post/speed post/courier within the stipulated date and time. Both the original and the supplementary offer shall be evaluated jointly.

24.0 EVALUATION AND COMPARISON OF BIDS:

Conditional bids may be rejected by Paradip Port Authority. The technical evaluation shall be made strictly on the basis of the documents submitted by the bidders in support of the eligibility, the technical and commercial response. The financial evaluation shall be made on the basis of the total price as indicated in the Bill of Quantity. Paradip Port Authority is not



bound to accept the lowest quoted offer. Conditions, if any, on any document enclosed with Price Bid shall not be considered for any purpose.

25.0 CONTACTING PARADIP PORT AUTHORITY:

Bidder shall not contact Paradip Port Authority on any matter relating to its Bid from the time of the Bid Opening to the time the contract is awarded. Any effort by any Bidder to influence Paradip Port Authority in the Bid Evaluation, Bid Comparison or Contract Award decision shall result in disqualification of the bidder and forfeiture of the EMD.

AWARD OF CONTRACT

26.0 AWARD CRITERIA:

The officer inviting the bid on behalf of Paradip Port Authority will award the contract to the bidder whose bid has been evaluated to be techno-commercial responsive and the lowest evaluated Bid. A system generated e-mail will be communicated to the successful bidder & un-successful bidder regarding their status. Paradip Port Authority, if so required, reserves the right to:

- i) split the work and award the work in favour of more than one firm,
- ii) award the work separately as Supply, Execution, Operation & maintenance / operation / maintenance as applicable.

27.0 PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL THE BIDS:

Paradip Port Authority reserves the right to accept or reject any bid and to annul the bidding process at any time prior to award of contract without thereby incurring any liability to the affected Bidder or Bidders on the grounds of Paradip Port Authority's action.

28.0 NOTIFICATION OF AWARD:

Prior to expiration of Bid Validity, in the E-Procurement Portal, the system shall generate the template of award letter and the Officer Inviting the Bid shall mention the amount of Initial/ Performance Security and additional security required to be furnished in the letter and intimate the successful bidder in his e-mail ID. The issue of the letter of acceptance shall be treated as closure of the Bid process. However Paradip Port Authority will notify the Contractor in writing by registered letter or by fax (to be confirmed in writing by registered letter) that its Bid has been accepted (Letter of Intent - LOI). The communication by fax followed by registered letter with any additional information/requirement will supersede the email through E-Procurement Portal.

29.0 SIGNING OF CONTRACT:

Within 15days of issue of Letter of Intent (LOI), the Contractor shall furnish: i) Required non-judicial stamp paper, ii) Initial Security Deposit (ISD) and iii) Bar Chart etc. as per the Tender Conditions. Then the formal work order shall be issued and the Contract agreement shall be signed.

30.0 BANK GURANTEE (BG):



- a) The bidder/ Contractor should furnish BG strictly in the prescribed format, from any of the scheduled banks. The BG should bear the TCN No. and name of the work for future references.
- b) The Bank issuing the BG should send the same in original to Paradip Port Authority in the address as given in the TCN so that it reaches Paradip Port Authority on or before the stipulated date.

However, in exceptional cases only, the Contractor may submit the required BG to Paradip Port Authority and ensure that the issuing bank sends an un-stamped duplicate copy of the BG directly to the beneficiary by Regd. Post / speed post / courier with A/D with a covering letter requesting the beneficiary to compare the duplicate with the original received from the Bidder/Contractor and confirm that it is in order. The duplicate BG should bear the stamp, signature and specimen signature of the Branch Manager along with date and Branch seal. This duplicate BG should also be superscripted with the words “Duplicate BG” on body of the BG in red ink.

- c) The Contractor shall make no attempt at any time to revoke the BG executed in favour of PPA before completion of all the contractual obligations.

31.0 MEMORANDUM OF SETTLEMENT:

The Contractor shall not sign any memorandum of settlement with any agency such as Trade Unions etc. in any form at any level without the prior approval of Paradip Port Authority in relation to any work under taken by him in the Port premises.

32.0 SITE SAFETY & ENVIRONMENT PROTECTION:

The Contractor, during the execution of the work, shall be solely responsible for complying all the statutory requirements of Government bodies or any statutory bodies with respect to site health, safety and environment.

33.0 TIME IS THE ESSENCE OF THE CONTRACT:

Time is the essence of the contract and the Contractor shall ensure that all the obligations under the contract are completed within the agreed time schedule. The Contractor shall be solely responsible for all the delays including the delays caused by it's vendors. In case of delay in progress of the works, Paradip Port Authority reserves the right to withhold the payment, cancel the contract unilaterally or complete the work departmentally or by engaging another agency at the cost and risk of the contractor.

34.0 PURCHASER'S OBLIGATION :

- (i) Administrative support only, for obtaining clearance from any statutory authority, shall be provided by Paradip Port Authority.
- (ii) On successful completion of all the obligations under the contract and on the request of the Contractor, Paradip Port shall issue a “ Work Done Certificate “ in the prescribed format only and with the approval of the Traffic Manager, PPA. In case of association the work done certificate shall be issued in favour of the association clearly indicating the names of it's members.

35.0 CONTRACTOR'S OBLIGATION:

- (i) All the materials and works, including labour, required to complete the work



satisfactorily is covered under the scope of the Contractor.

- (ii) It shall be the responsibility of the Contractor to ensure that the persons engaged for the work are clear from Security angle.
- (iii) Contractor shall nominate an Authorized Representative for carrying out all the transactions with PPA including receipt of payment.
- (iv) The Contractor, at his own cost, shall be solely responsible for the following:
 - a) To pay all the taxes, duties, cess, fees, levies if any and all other dues imposed by any authority in India or abroad as the case may be, *except GST. Goods and Services Tax (GST) shall be paid by Paradip Port Authority on claim and submission of GST Registration Certificate.*
 - b) To execute the work with due diligence, efficiency and in conformity with sound engineering, administrative and financial practices to protect the interest of the Purchaser.
 - c) To follow metric system and follow the latest design criteria and ensure that the design is suitable for the intended purpose, even though the GA Drawings are approved by Paradip Port.
 - d) To co-ordinate with outside agencies for obtaining permission / approval / clearances etc. that may be required to execute the work.
 - e) To extend all reasonable opportunities to other Contractors employed by the Purchaser for carrying out their work.
 - f) To keep the work site free from obstruction.
 - g) To maintain site account of materials, including the departmental supply, clearly indicating relevant information such as description of the material, source, date of delivery at site, date of consumption at site. The Contractor shall forward a copy of monthly site account of materials to the Officer in Charge at the end of every month. On completion of the work under the contract, the Contractor shall submit to the Officer in Charge a copy of the site account of the materials from the date of commencement to date of acceptance. The Contractor shall also maintain hindrance register, site instructions register, complaint register and daily progress monitoring register and the OIC shall verify the registers as and when required and sign the same, duly recording his remarks.
 - h) To arrange for transport, gate pass, accommodation, medical facility etc. for the work men deployed under this contract at his own cost.
 - i) The Contractor shall include due percentage of SC/ST workers in outsourcing work as laid down by the Government from time to time.
 - j) *The Contractor shall have to maintain registers in the prescribed format i.e. FORM A, B, C, D, in accordance with the Ministry of labour & Employment Notification No. GSR.154 (E), dated 21.2.2017.*

36.0 UNDERTAKING BY THE BIDDERS:

The bidders shall give an undertaking that they have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act (PC Act) in connection with the bid.

37.0 DISCLOSURE BY THE BIDDER:



The bidder shall disclose any payment made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.

38.0 EVALUATION OF BIDS IN CASE OF TWO OR MORE L1 BID:

If, there is a tie between two or more bidders, for deciding the L1 offer, then the designated Tender Committee will finalize the tender by transparent lottery system through videography surveillance in presence of the L1 bidders or their authorized representatives. Even if any or all L1 bidders or their authorized representatives fail to present at scheduled date and time of lottery, the lottery system shall be carried out by the tender committee to finalize the L1 bidder.

GENERAL CONDITIONS OF CONTRACT (GCC)

Clause No	Description
1.0	Definitions
2.0	Use of Contract Document
3.0	Change Orders
4.0	Sub-Contracts
5.0	Payment to Sub-Contractors
6.0	Liquidated Damage
7.0	Payment Terms
8.0	Time Extensions
9.0	Termination for Default
10.0	Resolution of Dispute
11.0	Force Majeure
12.0	Insurance
13.0	Compliance with Statute, Regulations
14.0	Indemnification
15.0	Deduction
16.0	Variations in Conditions of Contract
17.0	Supply of Materials & Equipment
18.0	Penalty
19.0	Personal Protective Equipment
20.0	Conduct
21.0	Accident
22.0	Watch and Ward
23.0	Officer – in – Charge
24.0	Agreement Copy
25.0	Undertaking by the Contractor



GENERAL CONDITIONS OF CONTRACT(GCC)

1.0 DEFINITIONS:

In this contract, the following terms shall be interpreted as indicated.

- (a) “The Contract” means the agreement entered into between Paradip Port Authority and the Contractor as recorded in the Contract Form signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) “The Contract Price” means the sum stated in the Letter of intent / Work Order as payable to the Contractor for the execution and completion of the works and the remedying of any defects therein in accordance with the Contract.
- (c) “The Goods” means all of the equipment, machine / equipment / system, as applicable, and/or other materials including the design and drawings which the Contractor is required to supply to Paradip Port Authority under the Contract.
- (d) “Services” means services ancillary to the supply of the Goods, such as transportation and insurance and any other incidental services such as installation, commissioning, provision of technical assistance, training and other such obligations of the Contractor covered under the Contract.
- (e) The “Purchaser” is the Board of Authorityees, Paradip Port Authority (PPA). Paradip Port Authority may, from time to time, by notice in writing to the Contractor, nominate a representative or representatives to perform specific duties of Paradip Port Authority under the Contract. The notice shall specify the duties which the representative or representatives shall perform on behalf of Paradip Port Authority.
- (f) The Contractor is _____ (Name of Contractor to be inserted at the time of signing the Contract).
- (g)
 - (i) “Works” means the permanent Works and the Temporary Works or either of them as appropriate.
 - (ii) “Permanent Works” means the permanent works to be executed including all the goods and services in accordance with the Contract.
 - (iii) “Temporary Works” means all temporary works of every kind (other than Contractor’s Equipment) required in or about the execution and completion of the Works and the remedying of any defects therein.
 - (iv) “Plant” means machine / equipment / system, as applicable, apparatus and the like intended to form or forming part of the Permanent Works.
 - (v) “Contractor’s Equipment” means all appliances and things of whatsoever nature (other than Temporary Works) required for the execution and completion of the Works and the remedying of any defects therein but does not include Plant materials or other things intended to form or forming part of the Permanent Works.
 - (vi) “Section” means a part of the Works specifically identified in the Contract as a Section.
 - (vii) “Site” means the places provided by Paradip Port Authority where the Works are to be executed and any other places as may be specifically designated in the Contract as forming part of the site.



- (h) “Time for Completion” means the time for completing the execution of the Works or any section or part thereof as stated in the Contract.
- (i) “Purchaser’s Representative” means the person appointed by Paradip Port Authority to act as the Officer for the purpose of the Contract as mentioned in Scope of Work.
- (j) “Contract” means these Conditions, the Specification, the Drawings, the Schedule of Prices, the Tender, the Notification of Award, the Contract Agreement (if completed) and all such further documents as may be expressly incorporated in the Notification of Award or Contract Agreement (if completed).
- (k) “Commencement Date” means the date as recorded in the Letter of Intent / Work Order issued by Paradip Port Authority.
- (l) “Delivery Period” means the period elapsed between the commencement and completion date as recorded in the Letter of Intent / Work Order issued by Paradip Port Authority.
- (m) “Bill of Quantity” means any schedule included in the Tender and any subsequent schedule requested during implementation of the Contract which, in respect of any section or item of work to be carried out, shows the amount or respective rate of payment for the execution of that work.
- (n) “Tender” means the Contractor’s priced offer to Paradip Port Authority for the execution and completion of the Works and the remedying of any defects therein in accordance with the provisions of the Contract, as accepted by the Notification of Award.

2.0 USE OF CONTRACT DOCUMENT:

The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.

3.0 CHANGE ORDERS:

At any time during the execution of the contract, by a written notice to the Contractor, changes may be made in the general scope of contract. The Officer In-charge (EIC), with due approval of competent authority, may make any changes in the quality and/or quantity of the work or any part thereof that may, in his/her opinion, be necessary and for that purpose the Officer In-charge shall have the power to order the Contractor to do and the Contractor shall do any of the following:

- a. Increase or decrease or split the quantity of work included in the contract,
- b. Omit any such work,
- c. Change the character, quality or kind of any such work,
- d. Change the dimensions of any such work,
- e. Execute additional work of any kind necessary for completion of the work under the contract, and no such change shall in any way vitiate or invalidate the contract but the cost, if any, arising out of all such changes shall be taken into account in ascertaining the total amount of the contract price. Where the rate is available in the contract and the same is applicable to the additional work, in the opinion of the EIC, the cost of the additional work shall be determined as per this available rate. But, if the rate for additional work is not available in the contract, the same shall be determined by the EIC taking into account the market rate and labour cost at the site for similar works and shall be final.



-
- f. Deviations from the specifications as contained in the tender agreement including the make / model, shall not be accepted. In case of any such deviation, payment shall not be made for that part of the work / item, even if it is meeting the functional requirements and has been accepted by the purchaser. The payment for such portion of the work / item can only be released if the contractor makes good the deviations before the expiry of the warranty period so as to meet the specifications of the tender agreement in all respects.

4.0 SUBCONTRACTS:

The Contractor shall not sub-contract all or any part of this contract without getting PPA's prior approval in writing and the Contractor shall guarantee that the Sub-Contractor, for any part of the work under this contract will comply fully with the terms and conditions of the contract. The Contractor shall clearly indicate the purpose for which the Sub-Contractor is to be deployed. The Contractor shall ensure that:

- a. The Sub-Contractor has not been de-barred to participate in any tender either by PPA or any other Govt. Organisation and
- b. The Sub-Contractor is competent to undertake the work assigned to him.

5.0 PAYMENT TO SUB-CONTRACTORS:

The Contractor shall ensure that timely payment is made to its sub-contractors. In case of dispute between the Contractor and its sub-Contractor, PPA shall have the right to withhold adequate money from the dues of the Contractor till the Contractor settles the dispute with its sub-Contractor and submits documentary evidences in support of such settlement. PPA shall also have the right to make payment to the sub-Contractor directly for that part of the claim which has been **certified for payment** by the Contractor but not paid.

6.0 LIQUIDATED DAMAGE: (L. D.)

- a. Unless otherwise specified, in case of delay in completing the work, liquidated damage shall be charged to the Contractor at the rate 0.25% of the contract price for a delay of one week or part thereof subject to a maximum of 10% of the contract price if the original execution period is 90 days or more. Where the original execution period is less than 90 days, liquidated damage shall be charged to the Contractor at the rate of 0.1% of the contract price for a delay of one day or part thereof subject to a maximum of 5% of the contract value. Where the Liquidated Damage amount exceeds the maximum limit, Paradip Port Authority reserves the right to: - i) Terminate the contract and / or ii) Forfeit the Initial Security Deposit (ISD).
- b. In case of "substantial completion" of a section of work and subsequent taking over by the purchaser within the scheduled date of completion, the liquidated damage shall be levied on the cost of balance portion of the works which are completed after the scheduled date. "Substantial Completion" of a section shall mean that the section has been completed, passed the tests, if any, to meet its intended purpose and can be used by the purchaser for that purpose.

7.0 PAYMENT TERMS:



Completed Bill Entry Format issued by the Officer In-charge and the warranty certificate issued by the Contractor *along with the GST Registration Certificate* shall be attached to the bills. Unless otherwise provided, payment will be released after deduction of security deposit as per Clause No.14 of ITB within 30 days of submission of bills for the works completed in all respects. The deduction amount towards security deposit shall be released within 30 days after successful completion of the work. The Contractor may submit Bank Guarantee for the balance amount after deducting the EMD and ISD from the stipulated security deposit or BG for the stipulated security deposit as per Clause No.14 of ITB in which case 100 % of the contract price shall be released for payment. Payment shall be made only for the actual quantity executed. The payment to the Contractor may be made through electronic payment, if the required data are given by the Contractor and the e-payment mechanism is available in the local bank. Besides, the Contractor has to issue receipt confirmation immediately in writing for such payments. Payment can be made on pro-rata basis.

8.0 TIME EXTENSIONS:

The Contractor may claim extension of the time limits in case of:

- a. Changes ordered by Paradip Port Authority.
- b. Delay in supply of any materials or services which are to be provided by PPA.
- c. Force Majeure;
- d. Delay in performance of work caused by orders issued by Paradip Port Authority.

The Contractor shall submit the claim, within 30 days of occurrence of such delay, clearly indicating the justification for such extension and with necessary documentary evidence.

9.0 TERMINATION FOR DEFAULT:

- 9.1 The Board may, without any prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the contract in whole or in part:
 - i) if the Contractor fails to execute the work within the period as specified in the contract, or any extension granted by the Board;
 - ii) if the Contractor fails to perform any other obligation under the contract and if the Contractor does not cure, after receipt of a notice of default, its 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 the Contractor.
- 9.2 In the event of Board's termination of the contract in whole or in part, the Board may execute the remaining work or procure goods similar to those undelivered by the Contractor, and the Contractor shall remain liable to the Board for any excess cost for such works or goods and risks, if any.
- 9.3 No payment shall be released in favour of the Contractor till all the balance works are completed in all respects. After the balance works are completed, the Board may consider payment for the items / goods that have been completed / supplied by the Contractor and accepted by Paradip Port Authority after adjustment of any additional cost that have been incurred for completing the balance works.



9.4 In case of termination of contract for default by the Contractor, the Board may forfeit the initial security deposit and may not permit the Contractor to participate in any of the future tender of Paradip Port Authority.

9.5 *The contract may be terminated by either party by giving written notice to the other, at least 90 days in advance and neither party shall have any right of any claim on the other on account of such termination.*

10.0 RESOLUTION OF DISPUTE:

a) The Executing office and the Consultant shall make every effort to resolve any disagreement or dispute arising between them in connection with the contract amicably as per terms conditions of contract by direct informal negotiations. In case of non-resolve, the dispute shall be referred to TM, PPA for amicable settlement. However, in case of failure of negotiation between the TM and the Contractor, the parties shall refer their present and future disputes relating to the contract itself or arising out of or concerning or in connection with or in consequence of the contract to the Chairman, PPA whose decision shall be final and binding on both the parties. The contract shall be governed by The Indian Contract Act, 1872.

b) JURISDICTION OF COURTS:

All disputes which could not be resolved at the intervention of Chairman, PPA shall be subjected to exclusive jurisdiction of courts at Kujang only.

11.0 FORCE MAJEURE:

11.1 In the event that 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 (*other than the fire caused due to negligence of the Contractor*), 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.

11.2 If a force majeure situation arises, the Contractor shall promptly notify the Board in writing of such condition and the cause thereof, **but not later than 7 days from it's occurrence**. Unless otherwise directed by the Board in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practicable. The Contractor shall demonstrate to the Board's satisfaction that it has used its best endeavour to avoid or overcome such causes of delay and the parties will mutually agree upon remedies to mitigate or overcome such causes of delay without having any right to any claim on account of such force majeure.

11.3 In any other situation, which is beyond the reasonable control of the Contractor in the opinion of the Officer In-charge, and where the Contractor has promptly notified the Board in writing about such situation, it may be considered as "Force Majeure" situation.

12.0 INSURANCE:

12.1 All the men/women to be deployed by the Contractor for performing the contract shall be insured against injury / accidents/death, by the Contractor at his own cost.



- 12.2 The Contractor shall indemnify Paradip Port Authority against all losses and claims in case of death or injury caused to any person by him/her during the execution of the work.

13.0 COMPLIANCE WITH STATUTES, REGULATIONS:

- 13.1 The Contractor shall comply in all respects, with all statutes and regulations as may be necessary, including clearance from State/Central Govt. authorities, Pollution Control Boards, labour enforcement and local authorities. The Contractor shall, at all times during the continuance of the contract, so far as it may be necessary, comply with all the existing enactments including Central and State legislation as well as any by-laws of any local authorities regarding labour, particularly the Minimum wages Act, Factories Act, Workmen's Compensation Act, Employees' Provident Fund and Family Pension Fund Act, Employees' State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Maternity Benefit Act, National and Festival Holidays Act, Shop and Establishment Act, The Apprentice Act and keep the Employer indemnified against any loss or claim arising out of contravention of the provisions of the above said enactments by the Contractor. The price quoted by the Contractor in the Bill of Quantity shall be deemed to include all expenses whatsoever the Contractor may be required to incur for the compliance with the provisions of the above said legislation. The Contractor shall make necessary arrangements for the Employer to witness the payment made by the Contractor to his/her staff and labour.

The Contractor shall to cover all its workmen under EPF & ESI irrespective of the no. of workmen engaged in the work. The Contractor shall produce documentary evidence in support of the EPF & ESI coverage to its workers within 30days of induction of contractual worker(s). This will also be applicable to the sub-contractor(s) appointed by the Contractor for the subject work.

The Contractor shall make payment of wages to its workmen deployed in the work within 7th day of the succeeding month positively. In case of failure to make payment by this date , a deduction will be made from the monthly bill@2% of the monthly bill in case of AMC & other contracts with a provision of monthly payment and Rs.25,000/- from the Running Bill in case of other works in addition to the caution notice for such default. In case of default by the Contractor for more than two times in a contract year then the Initial Security Deposit (ISD) or any other security deposits will be forfeited and contract will be terminated with immediate effect if the reason for default is attributable to the Contractor. This will also be applicable to the sub-contractor(s) appointed by the Contractor for the subject work. If the reason of default is not attributable to the Contractor in accordance with "Force Majeure" clause of GCC, then no deduction/penalty will be imposed. This clause is also applicable in case of default by the Contractor including in fulfilling its obligations for all types of statutory rules & regulations mentioned in the contract including EPF, ESI & Bonus.

13.2 OBSERVANCE BY SUB-CONTRACTORS

The Contractor shall be responsible for observance by his Sub-Contractors of the foregoing provisions.

14.0 INDEMNIFICATION:



The Contractor shall indemnify, protect and defend at its own cost, Paradip Port Authority and its agents and employees from and against any / all actions, claims, losses or damages arising out of

- a. any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties;
- b. Contractor's failure to exercise the skill and care required for satisfactory execution of the contract.

15.0 DEDUCTION:

- 15.1 Deduction of taxes at source shall be made from the bill of the Contractor in accordance with the prevailing rules of Paradip Port Authority.
- 15.2 While performing under the contract, the damages caused by the Contractor or his/her workmen to any of the Port Authority property shall be promptly made good by the Contractor at his/her own cost. In case the Contractor fails to repair/replace the damage, Paradip Port Authority shall have the right to take steps to make good the damages and all the cost on this account shall be recovered from the bills of the Contractor or any money due to the Contractor from this contract or any other contract or any other transaction. In determination of the damage, the opinion of the Officer In-charge (EIC) shall be conclusive.
- 15.3 Any dues arising out of failure on the part of the Contractor to carry out any obligation under the contract shall be deducted from the bills of the Contractor or from any money due to the Contractor from this contract or any other contract including Initial Security and Performance Security.

16.0 VARIATION IN CONDITIONS OF CONTRACT :

In case of any variation in Instructions to Bidders (ITB), General Conditions of Contract (GCC) and Scope of Work, the Scope of Work of Contract – if any, shall prevail. But in case of any requirement / condition specified in the Scope of Work, it shall prevail over all other conditions. It may please be noted that at any time prior to the dead line for submission of Bids, Paradip Port Authority may, for any reason, whether at it's own initiative or in response to a clarification requested by any prospective bidder, modify the tender document by amendment / issue of addendum. In such cases, Paradip Port Authority may, at it's discretion, extend the dead line for submission of bid.

17.0 SUPPLY OF MATERIALS AND EQUIPMENT:

On request of the Contractor, Port Authority may supply materials and/or provide equipment to the Contractor for the work subject to availability and Contractor's acceptance of the prevailing Port Authority conditions.

On request of Paradip Port Authority (PPA), to avoid delay, the Contractor shall supply materials / spares which are not available with PPA and not included in the scope of the Contractor and payment for such supply shall be made by PPA as per actual on the basis of documentary evidences like purchase vouchers etc.

18.0 PENALTY :



- a) In the event the contractor fails to commence the work after award of the contract work or denies to carry out the work, as may be ordered in writing and/or abandons the work, the Initial Security Deposit of the contractor will be forfeited besides any other action as deemed fit.
- b) If the contractor fails to supply minimum three (3) nos. of workmen for any shift, then it will be treated as default on the part of contractor. In such case, for each short fall in supply of manpower in a shift, PPA will levy a fine of Rs.5,000/-.

When such fine amount exceeds 2% of the contract price in any month during the contract period, PPA reserves the right to cancel the contract and/or forfeit the ISD.

19.0 PERSONAL PROTECTIVE EQUIPMENT: (PPE)

The Contractor shall be solely responsible, at his own cost, for the supply of required PPE to his/her workers and staff and he/she shall also ensure the use of PPE such as helmets, nose masks, hand gloves etc. by his/her staff at site.

20.0 CONDUCT:

The Contractor, at all times during execution of the contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site and for the preservation of peace and protection of persons and property at the work site as well as in the neighbourhood of the works.

In case of any unlawful / riotous / disorderly conduct by any workman of the Contractor, PPA reserves the right to direct the Contractor to disengage the worker temporarily or permanently with a suitable replacement. If the Contractor does not take action as directed, PPA may terminate the contract and / or forfeit the security deposit of the Contractor.

21.0 ACCIDENT:

The Contractor shall, within 24 hours of the occurrence of any accident, at or about the work site or in connection with execution of the contract, report such accidents to the Officer In charge giving all the details. He/ She shall also provide additional information about the accident as requested by the EIC.

22.0 WATCH AND WARD:

During the execution of the contract, it shall be the responsibility of the Contractor to arrange watch and ward of the work including the raw materials, machine / equipment / system used for the work at his/her own cost till the date of acceptance of the work by Paradip Port Authority.

23.0 OFFICER IN CHARGE: (OIC)

The OIC of this contract shall be as specified in the LoI / Work Order.

24.0 AGREEMENT COPY:

The agreement shall be made in two sets, one original and one copy. One copy of the agreement shall be given to the Contractor. For each additional copy, the Contractor shall have to pay the cost of the bid documents and 20% overhead charges.



25.0 UNDERTAKING BY THE CONTRACTOR:

Having understood all the terms and conditions of the tender document and having assessed the site conditions, we hereby confirm that the price offered by us is a firm price and includes all the taxes (*excluding GST*), duties, fees, Cess etc. and all incidental charges.

APPENDIX-01 (1 of 2)

BILL ENTRY FORMAT FOR TRAFFIC WORKS

(Vide F. C. no. 1534/FA dt. 09/06/03 & approval no. 2442/DCM dt. 17/06/03)

Name of the work :
Name of the Agency :
Work Order No. :
Head of Account : Capital / Revenue
Chargeable Head : ____ / ____ / ____
Date of commencement :
Date of completion :

Sl. No.	Description of works / materials as per Bill of Quantity (BOQ)	Unit	Qty. as per BOQ	Qty. Executed	Rate (Rs.)	Amount (Rs.)
(Use this format and submit the information in separate sheets.)						
Additional items, if any, are to be indicated separately, but in the above format.						

Accepted the above entries.

Signature of the EIC

Signature of the Contractor

Certified that the Contractor has discharged all the obligations under the contract satisfactorily.

Remarks, if any, of EIC:

C/s by Traffic Manager

Signature of the Officer In-charge

Bill No.: _____ Date: _____

Gross Value of the Work:

Rs. _____

Less Recoveries:

a. Rs. _____

b. Rs. _____

c. Rs. _____

Total **Recoveries** (-) Rs. _____

Net amount **payable:**

Rs. _____

Passed for Rs. _____ (Rupees _____)



Under Revenue / Capital Code No. ____ / ____ / ____ .

Continued ----

APPENDIX – 1 (2 of 2)

BILL ENTRY FORMAT FOR TRAFFIC WORKS

For making e-payment, the contractor shall have to furnish the following information in the prescribed format along with each bill.

Name of the contractor/firm/supplier	Name of the Bank and branch where payment will be made with address.	Payee's name	Accounts number [CBS]	Amount to be released after deduction.
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All payments above Rupees Ten lakhs shall have to be made through e-payment only. Payment below rupees ten lakhs shall also be made through e-payment in due course.

Signature of the D.D.O.



APPENDIX -02

TECHNO-COMMERCIAL INFORMATION

Sl.No.	Information required	Bidders response
01.	Name of the Bidder	
02.	Present address with at least two phone nos., fax nos, email address and name of the contact person (s).	
03.	Do you accept all the Terms and Conditions of the Tender	Yes / No
04.	Joint Venture / Consortium Documents, if any (Applicable for the works having estimated cost put to tender more than Rs.5.0 Crores)	Not applicable
05	An undertaking or declaration in any appropriate format regarding no disputes/blacklisting/ban of business.	- Enclosed/Not Enclosed
06	A declaration in any appropriate format regarding whether any of his relations working under PPA or not.	- Enclosed/Not Enclosed
07.	An undertaking in any appropriate format of not making any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act (PC Act) in connection with the bid.(ITB Cl-44)	- Enclosed/Not Enclosed
08.	Brief Technical information on major supply items indicating the make, model, capacity etc, where applicable.	Separate sheets may be used, if required.

Signature of the Bidder



APPENDIX - 03

ELIGIBILITY INFORMATION

1. SIMILAR EXPERIENCE:

Name of the work	Work Order no.	W. Order value	Completion Date	Completion Certificate no.

(Fill up the above table & attach legible copies of the supporting documents i.e. Work orders and Completion certificates)

N.B.: In case of work experience issued by private organization, the bidder has to submit the TDS certificate in addition to the work experience certificate, failing which it shall not be considered.

2. FINANCIAL CAPABILITY: (Average Annual Turn Over)

Financial Year:	Financial Year:	Financial Year:	Average
Rs.	Rs.	Rs.	Rs.

(Fill up the above table and attach copy of affidavit / certificate from Chartered Accountant.)

3. OTHER ELIGIBILITY REQUIREMENTS, IF ANY, AS PER THE TCN:

Sl. No.	Information required	Bidders response
01	Bidder's Permanent Account Number(PAN)	a) Enclosed/Not enclosed b) PAN No. _____
02	Bidder's ESI Registration Certificate	a) Enclosed/Not enclosed b) Code No. _____
03.	Bidder's EPF Registration Certificate	a) Enclosed/Not enclosed b) Code No. _____
04.	Bidder's Income Tax Return of preceding three years,	a) Enclosed for financial years _____, _____, _____ / Not enclosed
05.	Bidder's GST Registration Certificate	a) Enclosed/Not enclosed b) Code No. _____
06.	TDS Certificate, if any	a) Required/Not Required b) If required, Enclosed/Not enclosed

(Please strike out which is not applicable, fill up the blanks & attach legible copies of the supporting documents)

4. The bidder must attach the eligibility documents as mentioned in Sl. No. 1, 2 and 3 above and clearly mention the number of sheets attached.



We hereby confirm that copies of supporting documents for above **are attached to this sheet** (Total nos. of pages including this sheet - _____). Originals shall be presented for verification, if required by Paradip Port Authority.

Signature of the Bidder

APPENDIX-04

BANK GUARANTEE FORMAT FOR INITIAL SECURITY DEPOSIT (ISD)

To : The Paradip Port Authority
Paradip Port – 754 142
ODISHA, INDIA.

Ref: Name of the Work : _____.

LOI No. : _____ Date: _____.

WHEREAS _____ (*Name of Contractor*) hereinafter called “the Contractor” has undertaken, in pursuance of Letter of Intent No _____ dated _____ 20__ to execute the work (Name of the Work) hereinafter called “the Contract”.

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the **Contractor’s performance obligations during the execution** in accordance with the Contract AND WHEREAS we have agreed to give the Contractor a Guarantee : THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total of _____ (*Amount of the Guarantee in Words and Figures*) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of Rs. _____ (*Amount of Guarantee*) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Bank Guarantee shall be payable on submission of a request letter for revocation at _____ Branch with code no _____ at Paradip in case there is a branch at Paradip and in case there is no branch at Paradip, then at a branch nearest to Paradip strictly following the guidelines issued by RBI from time to time. (The detailed postal address of the branch of the bank where the BG can be encashed is to be mentioned.)

This guarantee is valid until the _____ day of _____ 20__

The above reference (LOI No.) must be used for all correspondences on this Bank Guarantee.

Date:

Authorised Signature of the Bank
Name & Address:



APPENDIX-05

**BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY DEPOSIT
(PSD) DURING WARRANTY PERIOD.**

To : The Paradip Port Authority
Paradip Port – 754 142
ODISHA, INDIA.

Ref: Name of the Work : _____
Work Order No. : _____ Date: _____.

WHEREAS _____ (*Name of Contractor*) hereinafter called
“the Contractor” has undertaken, in pursuance of Work Order No _____ dated _____ 20____
to execute the work (**Name of the Work**) hereinafter called “the Contract”.

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with the **Contractor’s performance obligations during the WARRANTY PERIOD** in accordance with the Contract AND WHEREAS we have agreed to give the Contractor a Guarantee : THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Contractor, up to a total of _____ (*Amount of the Guarantee in Words and Figures*) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without cavil or argument, any sum or sums within the limits of Rs. _____ (*Amount of Guarantee*) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This Bank Guarantee shall be payable on submission of a request letter for revocation at _____ Branch with code no _____ at Paradip in case there is a branch at Paradip and in case there is no branch at Paradip, then at a branch nearest to Paradip strictly following the guidelines issued by RBI from time to time. (The detailed postal address of the branch of the bank where the BG can be encashed is to be mentioned.)

This guarantee is valid until the _____ day of _____ 20____

The above reference (Work Order No.) must be used for all correspondences on this Bank Guarantee.

Date:

Authorised Signature of the Bank
Name & Address:



APPENDIX-06

BANK GUARANTEE FORMAT FOR ADVANCE PAYMENT

(To be used only where advance payment provision is there.)

To : The Paradip Port Authority
Paradip Port – 754 142.
ODISHA, INDIA.

Ref: Name of the Work : _____.

Work Order No. : _____ Date: _____.

Gentlemen:

In accordance with the provisions of the Contract for “*Advance Payment*” (Clause No. _____) ,
_____ (Name and address of Contractor) (hereinafter called “the Contractor”) shall deposit with The Paradip Port Authority a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of _____ (Amount of Guarantee in Words and Figures).

We, the _____ (Bank), as instructed by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as Surety merely, the payment to The Paradip Port Authority on his first demand without whatsoever right of objection on our part and without his first claim to the Contractor, in the amount not exceeding _____ (Amount of Guarantee in Words and Figures).

We further agree that no change or addition to or any modification of the terms of the Contract to be performed thereunder or of any of the Contract documents which may be made between The Paradip Port Authority and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This Bank Guarantee shall be payable on submission of a request letter for revocation at _____ Branch with code no _____ at Paradip in case there is a branch at Paradip and in case there is no branch at Paradip, then at a branch nearest to Paradip strictly following the guidelines issued by RBI from time to time.(The detailed postal address of the branch of the bank where the BG can be encashed is to be mentioned.)

This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until The Paradip Port Authority receives full repayment of the same amount from the Contractor.

The above reference (Work Order No.) must be used for all correspondences on this Bank Guarantee.

Yours truly,

Signature and Seal _____

Name of Bank/

Date: _____



LETTER OF INTENT FORMAT

No.: _____

Date: _____

To

M/s. _____

Sub: (Name of the Work.)

Dear Sir(s),

With reference to your above offer and subsequent correspondences on the subject, we are pleased to inform you that your offer has been accepted by the competent authority and you are hereby requested to initiate actions for fulfilment of all necessary formalities, as indicated in the tender document for the above said work, at the earliest. The Officer In-charge for this work shall be Mr. _____.

Agreed Schedule date of commencement of the work is _____ and Schedule date of completion of the work is _____ w.e.f the date of issue of Work Order, unless otherwise specified. Total Contract Price is Rs. _____.

You are requested to sign the Agreement and fulfill other formalities as per the tender conditions.

Yours faithfully,

(Signature of the Controlling Officer)

WORK ORDER FORMAT

W. O. No.: _____

Date: _____

To

M/s. _____

Sub: (Name of the Work)

Ref: Letter of Intent dtd. _____.

Dear Sir(s),

We are pleased to inform you that your offer for the above work has been approved by the competent authority and you are requested to execute the work in accordance with the terms and conditions of the contract and complete the work / services to the full satisfaction of the Officer In-charge (EIC) within the stipulated time period.

Agreed date of commencement

& completion of the Work/Services: _____ w.e.f the date of issue of Work Order, unless otherwise specified.

Total Contract Price : Rs. _____

Payment: In accordance with the provisions of the Contract, the bills along with all the required documents in triplicate shall be submitted to the EIC for certification and other processing for the payment within thirty (30) days of submission of bills in full shape.

Warranty: The warranty period for this work shall be _____ from the date of acceptance of the work / services.

Yours faithfully,

(Signature of the Controlling Officer)



FORMAT FOR AGREEMENT

This Agreement made this Day of _____ of Two Thousand _____ between the Board of Authorityees of Paradip Port Authority, a body corporate under the Major Port Authoritys Act (38 of 1963) herein after called the Board which expression shall unless excluded by or repugnant to the context be deemed to include their successors in office of the one part and M/s _____ (hereinafter called the contractor) which expression shall unless excluded by or repugnant to the context be deemed to include his surviving or other partners and the persons entitled to share including his heirs, executors, administrators, representatives and assignees of successors in the other part.

WHEREAS the Board is desirous of executing the work “ _____ ” at _____ and WHEREAS the contractor _____ has offered to execute, complete and maintain such work in perfect condition till handing over to Board and whereas the Board has accepted tender of the contractor for an amount of Rs. _____ (Rupees _____) only for execution/supply/maintenance and WHEREAS the Contractor has agreed to take up the above work in accordance with the conditions of contract and to the entire satisfaction of the Board of Authorityees.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement, words and expressions shall have the same meaning as are respectively assigned to them in all the conditions of the contract herein after referred to.
2. The following documents consisting of _____ pages shall be deemed to form and be read and considered as part of the agreement.
 - i) The tender call notice
 - ii) The original Tender Document
 - iii) Bid document uploaded by the Bidder.
 - iv) Letter of Intent.
 - v) Letter of acceptance of letter of intent.
 - vi) Work Order.
 - vii) Any other letter(s) exchanged between Contractor & Paradip Port Authority in connection with the relevant tender till issuance of work order.
3. The contractor hereby covenant with Board to execute, complete and maintain the work till handing over to the Board in all respects.
4. The parties may refer their present or future dispute relating to the contract itself or arising out of or concerning or in connection with or in consequence of the contract to the Chairman, PPA and the decision of the Chairman, PPA will be final and binding on both the parties. The contract shall be governed by the Indian Contract Act, 1872.
5. It is agreed that neither of the parties to the agreement shall be competent to resort to Arbitration under the Arbitration and Conciliation Act, 1996 for adjudication of claim.



6. All such disputes, present or future between the parties relating to the Contract, which could not be settled at the intervention of Chairman, PPA can only be raised and adjudicated by the courts situated within the jurisdiction of Kujang.
7. It is agreed by the contractor that the Board shall recover the ground rent towards construction of site office / camp etc. as will be determined by the Sr. Asst. Estate Manager, PPA from time to time from his dues recoverable under the agreement.
8. The structure of the site office / camp shall be temporary in nature and the final dues of the contractor shall be settled only after handing over vacant possession of the work site to the Board after demolition of the site office / camp by the contractor at his own cost.
9. The Board hereby covenant to pay the contractor in consideration of such execution, completion and maintenance of the work "The Contract Price" at the time and manners prescribed by the Contract.

In witnesseth where of the parties here unto have set their hands and seals the day and year first above written.

Signature of the Contractor

Traffic Manager,
Paradip Port Authority.
For & on behalf of the Board, PPA.

Witnesses: 1)
2)



PARADIP PORT AUTHORITY
MANDATE FORM FOR ELECTRONIC FUND TRANSFER/RTGS TRANSFER

Sub : Authorization for release of payment / dues from Paradip Port Authority through Electronic Fund Transfer/RTGS Transfer.

1. Name of the Party/Firm/Company/Institute:
2. Address of the Party: _____
3. City _____ Pin Code _____
4. E-Mail ID _____ Mob No: _____
5. Permanent Account Number _____
6. Particulars of Bank

Branch Name		Branch Name	
Branch Place		Branch City	
PIN Code		Branch Code	
MICR No			
(9 Digit number appearing on the MICR Bank of the Cheque supplied by the Bank, Please attach a Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)			
IFS Code: (11 digit alpha numeric code)			
Account Type	Savings	Current	Cash Credit
Account Number:			
Supplier's name as per Account			

DECLARATION

I hereby declare that the particulars given above are correct and complete. If any transaction delayed and not effected for reasons of incomplete or incorrect information I shall not hold Paradip Port Authority responsible. I also undertake to advise any change in the particulars of my account to facilitate updating of records for purpose of credit of amount through NEFT/RTGS Transfer.

Place: _____

Date: _____

Signature & Seal of the Authorized Signatory of the Party

Certified that particulars furnished above are correct as per our records

Bankers Stamp:

Date: _____

Signature of the Authorized Official from the Bank



APPENDIX -11

FORMAT FOR REFUND OF EMD FOR THE E-TENDERING IN TRAFFIC DEPT.PPA

SL No	EMD Particulars	
01	Name of the Bidder with address	
02	Name of the Work	
03	Tender No. / TCN No.& Date	
04	Dept./Divn. of PPA	
05	Amount of EMD in Rs.	Rupees(.....)Only
06	Details of Bank Account from which the payment towards EMD was made	
	i) A/C No	
	ii) Bank/Branch	
	iii) IFSC Code	
07	Reason for Refund	

(Signature of Bidder / Contractor with date & seal)

Passed for Rs.....(Rupees.....
.....) only

Signature of the Controlling Authority
Concerned Division/Section/cell
Paradip Port Authority

Received Rs.....(Rupees.....
.....) only

Signature of the Bidder /Contractor
With full postal address



PARADIP PORT AUTHORITY



TRAFFIC DEPARTMENT

VOLUME-2

TENDER DOCUMENT FOR e-Tendering

**Comprising of
Instruction to Bidder (ITB)
&
General Conditions of Contract (GCC)**

Office of the Traffic Manager,
Paradip Port Authority,
2nd Floor, Administrative Building,
Post: Paradip – 754 142,
Dist: Jagatsinghpur (Odisha).
E-mail: tm@paradipport.gov.in



NAME OF WORK: **Manning of Atharbanki level crossing and operation of hand lever points near bulb of the merry go-round system adjacent to Gate No.2 of the Port.**

SCOPE OF WORK & SPECIAL CONDITIONS

- i) The work mainly consists of (a) Manning of Atharbanki Level crossing and (b) Setting & Clamping of the hand lever point(s) on Railway track line to facilitate movement of rake(s)/wagon(s) round the clock.
- ii) The contractor has to deploy experienced manpower to undertake the contract work for smooth Port Railway operation round the clock without any stoppages/hindrances and detention of rake(s).
- iii) The contractor shall engage total sixteen (16) nos. of skilled workmen for execution of the contract work. However, minimum four (4) nos. of skilled workmen must be engaged per each shift by the contractor in consultation with the Officer In-charge(OIC).
- iv) The contract workers shall be posted on duty inside Port prohibited area / Station Exchange Yard /any other locations of railway operations as per requirement of PPA and have to attend the duties as may be assigned to them by the Officer - In- Charge of Traffic Department from time to time.
- v) The contractor shall have to keep in touch with the departmental control room(s) regarding status of rake(s) in each shift to ascertain the work.
- vi) The personnel deployed shall be healthy, active and not more than 60 years of age. The personnel deployed shall not have any communicable diseases.
- vii) The personnel deployed shall be smart and always with Identity Card. The contractor shall provide fully trained and disciplined personnel.
- viii) Execution of the work to the satisfaction of the Officer In- charge / Controlling Officer, PPA shall be binding in this contract.
- ix) In case of any dispute in work site, the issue will be referred to Traffic Manager, PPA whose decision will be final and binding.
- x) The contractor shall carry out the contract work round the clock on 3-shift basis [i.e., 1st shift period from 06:00 to 14:00 hrs., 2nd shift period from 14:00 to 22:00 hrs.and 3rd shift period from 22:00 to 06:00 hrs.]. The Contractor may engage their worker on weekly off day as and when required for which extra payment per person per day basis will be paid.
- xi) Monthly Payment will be released to the contractor on the basis of performance of work duly certified by Officer In-charge (OIC) or any other authorized officer of Traffic Department after deduction of fine/penalty amount etc. if any, as applicable.
- xii) The contract worker will be screened by the contractor after police verification regarding their antecedent, character and conduct and a copy of the reports shall also be submitted to Paradip Port Trust.



- xiii) Replacement of personnel as required by PPA will be effected promptly by the Contractor; if the contractor wishes to replace any of the personnel, the same shall be done after prior consultation with the PPA. The full particulars of the personnel to be deployed by the contractor including the names and address shall be furnished to PPA along with testimonials before they are actually deployed for the job.
- xiv) In case of any loss that might be caused to the PPA due to lapse on the part of the personnel deployed by the manpower agency discharging their responsibilities, such loss shall be compensated by the Contractor / contracting Agency and in this connection, PPA shall have the right to deduct appropriate amount from the bill etc. to make good of such loss to the PPA besides imposition of penalty. In case of any deficiencies/lapses on the part of the personnel deployed by the contractor, PPA shall be within its right to terminate the contract forthwith or take any other action without assigning any reason whatsoever.
- xv) If case of a death or mishap occurred during discharging the duty, the compensation liability will solely rest with the Contractor.
- xvi) That Contractor's authorized representative (Owner/Director/Partner/Manager) shall personally contact the office in-charge (OIC) of the work at least once a month to get a feedback on the services rendered by the contractor viz-a- viz corrective action required to make the services more efficient.
- xvii) The Contractor shall arrange to maintain the daily shift-wise attendance record of the contract workers deployed by him showing their arrival and departure time. The attendance record shall be produced for verification on demand by PPA at any other point of time.
- xviii) If at any point of time it come to the notice of the PPA that the contract workers deployed are different from the list provided (with attested photographs), PPA will be well within its right to impose penalty not exceeding five times the wages payable to contractor for each such personnel identified.
- xix) The contractor shall be solely liable for all payment/dues of the workers employed and deployed by him. In the event, PPA makes any payment or incurs any liability, the contractor shall indemnify the PPA completely.
- xx) All disputes are subject to jurisdiction of Courts at Kujang, Jagatsinghpur, Odisha only.
- xxi) Any violation of instructions/agreement or suppression of facts will attract cancellation of agreement without any reference.
- xxii) In case the PPA suspects or finds any work is entrusted to any sub-contractor on piecemeal basis or on regular terms, PPA reserves the right to terminate the contract without assigning any reasons.
- xxiii) The contractor will be held wholly responsible for any action taken by statutory bodies for violation/non-compilation of any such provision/rule.



- xxiv) The contractor should maintain all the records and documents under various labour laws applicable to contract labours/personnel and also Shops & Establishment Act/Rules applicable to his/her establishment and make them available at PPA at all times.
- xxv) The above records and the returns filed by the contractor from time to time have to be produced to the concerned Principal Employer of PPA.
- xxvi) The contractor should obtain a Licence from Central Labour Commissioner to engage the Contract labour/personnel as per Contract Labour Act within a period of one month from the date of award of contract by PPA.
- xxvii) The contractor shall ensure that the payment of wages to his workmen deployed for carrying out his contractual obligations shall not be less than the minimum wages prescribed by Government of India notified minimum wages, from time to time, as applicable during the contract period.
- xxviii) The Contractor should ensure that his workmen are granted Holidays/ Leave with wages as per applicable Act/Rules.
- xxix) The PPA reserves its rights to withhold bills, if the contractor fails to produce proof for having remitted the ESI/PF dues.
- xxx) The contractor must get police verification of all his personnel employed at PPA and submit the report to this office along with voter IDs, and other valid proof of residence and qualifications. The Contractor has to submit the attested photocopies of his Voter ID, Aadhaar Card, PAN, residential address, educational qualifications etc.
- xxxi) The contractor has to deposit the EPF & ESI with concerned Authority at his own cost after observing all official formalities which shall be reimbursed on submission of cash deposit receipt, ECR form and other related documents.
- xxxii) Bonus to the engaged workers shall be paid as per the Payment of Bonus (Amendment) Act, 2015.
- xxxiii) After receipt of bids in the tender, PPA has the right to not evaluate the bid of such bidder whose performance in the previous tenders/contracts of PPA was found to be not good with respect to timely payment of wages/ payment of EPF & ESI to the contract workers.
- xxxiv) The Contractor shall purchase the required Personal Protective Equipment (PPE's) at their own cost and supply free of cost to the labourers engaged by him / her in the work. The workers will not be allowed to work at site without PPE's& Uniforms. However, the supporting documents of PPE's & Uniforms expenditure incurred by the Contractor for the purchase of materials vouchers / bills shall be submitted as per actual for reimbursement by PPA.

The Contractor has to provide the following PPE's for his workmen during the execution of contract:

ISI Helmet	01 (One no. per year)
Fluorescent Jacket	01 (One no. per year)
ISI Safety Shoes	01 (One no. per year)
Woolen Jersey	01 (One pair per year)



Raincoat	01 (One pair per year)
Leather cum cotton hand gloves	12(twelve) pairs per year per person
Nose masks	12(twelve) nos. per year per person

The contractor shall, however, consult the Officer In-charge of the work for ceiling limit towards the cost of PPE's.

Validate		Print		Help		Item Rate BoQ	
TENDER INVITING AUTHORITY : TRAFFIC MANAGER,PPA							
NATURE OF WORK : Manning of Atharbanki level crossing and operation of hand lever points near bulb of the merry go-round system adjacent to Gate No.2 of the Port							
e-TCN No: TD/DTM/RLY/WORKS/04(Pt.)/1391 dated 10.08.2026							
Bidder Name :							
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only) (i) The rate of wage against the above item is as per the approved labour rate of Govt. of India / PPA and will be decided by the Department from time to time. The Contractor must pay the minimum wages as approved by the Govt. of India / PPA during the operation of the contract. (ii)EPF, ESI, BONUS, GATE PASS & Personal Protective Equipment (PPE) charges will be reimbursed as per actual on production of supporting documents. However, the PPE charges to be reimbursed shall not exceed Rs.6,000/- per each worker per annum. (iii) Canteen Allowance @ Rs.80/- per day, Transport Allowance @ Rs.60/-per day, Welfare Allowance@ Rs.60/-per day and Washing Allowance @ Rs.45/- per day will be paid to the workers and will be reimbursed by PPA. (iv)GST as applicable will be paid by PPA. (v) In the Bill of Quantity (BOQ), the Contractor has to quote his commission in percentage over the minimum wage							
NUMBER	TEXT #	NUMBER	TEXT #	NUMBER #	NUMBER #	TEXT #	
SI. No.	Item Description	Quantity	Units	RATE In Percentage To be entered by the Bidder	TOTAL AMOUNT With Taxes	% (percentage) of Contractor's Commission In Words	
1	2	4	5	13	54	55	
1.00	%(PERCENTAGE) of Contractor's commission on the minimum wages per High Skilled, Skilled, Semi Skilled, Un skilled per day as to be fixed by Govt. of India from time to time (To be quoted as consolidated percentage inclusive of all taxes but exclusive of GST as applicable)	1.00	PERCENTAGE				
Total in Figures							
Quoted Rate in Words							