# PARADIP PORT AUTHORITY

## ELECTRICAL & MECHANICAL DEPARTMENT
## Workshop Division-II

**e-TENDER CALL NOTICE (e-TCN)NO: EM/WS-26/26**

| | |
|---|---|
| NAME OF THE WORK: | Operation and Maintenance of PPA owned Mechanical Road Sweeping Machine bearing Regd.No.OD-21-F-2081. |

TENDER DOCUMENT FOR e-Tendering

# Volume-II

**Workshop Division-II,**
E&M Department, Paradip Port Authority
Second Floor, Administrative Building,
Dist:Jagatsinghpur (Odisha).
Post: Paradip–754142,
E-mail: sunit.lakra@paradipport.gov.in

# PARADIP PORT AUTHORITY
## ELECTRICAL & MECHANICAL DEPARTMENT

No. EM/WSD-II/TECH-05/2025/**1407** Date: 09.09.2026

e-TENDER CALL NOTICE (TCN) No. EM/WS- 26 / 26

1. Paradip Port Authority invites online tenders from eligible bidders for the following works.

| Sl. No | Name of work | Estimated Cost of Work (in Rs) | E.M.D. (in Rs.) | Tender fee (in Rs.) | Period of Contract |
|---|---|---|---|---|---|
| 1 | 2 | 3 | 4 | 5 | 6 |
| 01. | Operation and Maintenance of PPA owned Mechanical Road Sweeping Machine bearing Regd. No.OD-21-F-2081. | **Rs.98,70,330/-** excluding GST and fuel cost (Diesel) | Rs1,97,407/- | Rs. 5,000/- (+ 18% GST) = Rs.5,900/- | 03 years. |

* To be deposited through NEFT/RTGS as per Clause No.17 of ITB.

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

a) **Similar Work Experience.**

The bidders who have successfully completed similar work(s) during last 07 years ending on 31.08.2026 as under (any one of the following) only may participate in the tender:

(i) Single work worth at least Rs.78,96,264/- (Rupees Seventy Eight Lakh Ninety Six Thousand Two Hundred Sixty Four) only OR

(ii) Two works, each worth at least Rs.49,35,165 /- (Rupees Forty Nine Lakh Thirty Five Thousand One Hundred Sixty Five) only OR

(iii) Three works, each worth at least Rs.39,48,132 /- (Rupees Thirty Nine Lakh Forty Eight Thousand One Hundred Thirty Two) only.

Similar work shall mean Supply along with comprehensive Maintenance Contract of Road Sweeping Machine / Supply along with Operation & Maintenance of Road Sweeping Machine / Supply of Road Sweeping Machine / Providing Road Sweeping machine on hiring basis / Providing any truck mounted mechanical equipment with operation and maintenance on hiring basis / supply of any truck mounted mechanical equipment with operation and maintenance / supply of truck mounted machine equipment / Operation & Maintenance of any truck mounted mechanical equipment in any organization.

In case of work experience issued by private organization, the bidder has to submit the TDS certificate in addition to the work experience certificate. The TDS certificate should be supported by a Chartered Accountant certificate specifying the value of work executed under the subject work and TDS there against, failing which it shall not be considered. In case of work experience under PPA, the submission of experience certificate is optional.

b) **Financial Turnover**

The bidder must have a minimum average annual turnover of Rs.29,61,099 /- (Rupees Twenty Nine Lakh Sixty One Thousand Ninety Nine) only or more during last 03 (Three) financial years ending on **31st March 2025**.

c) In case any firm is submitting two separate orders for the same work i.e. one for supply of machines & another for O & M 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.

d) 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.

e) Bidders should have (a) EPF & ESI Registration Certificates or any type of Mediclaim Policy or Employment injury & Compensation. If the firm is having any type of Mediclaim Policy or Employment injury & Compensation 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 ESI scheme within a reasonable time period.

(b) Permanent Account Number [PAN] & Income Tax Return for the Financial Years 2022-23, 2023-24 & 2024-25, (c) GST Registration Certificate.

3. The prescribed Tender Document will be available in the website: https://eprocure.gov.in/eprocure/app **from 17:00 Hrs, dt. 09.09.2026 to 18:00 Hrs. dt. 05.10.2026 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 "Online" on or before Dt. **05.10.2026** up-to **18:00** Hrs.

6. Bids received on line shall be opened at **11:30** Hrs. on Dt**. 06.10.2026**. 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. 13.0 &17.0 of ITB. A self signed copy of acknowledgements shall 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. (Ref. Cl. No. 15 of ITB).

8. (i) The bidder must go through the "Special Conditions of Contract (Preference to Make in India)" of the tender document before bidding and fill up all the Annexures as per format.

(ii) The bidder, at the time of bidding shall be obliged to indicate the percentage (%) of Local Content & provide self certification as per the format enclosed as Annexure.

9. Other details can be seen in the bid document.

10. The authority will not be held responsible for any technical snag or network failure during on-line bidding.

11. The authority reserves the right to cancel any or all bids without assigning any reason.

**Executive Engineer (M)**,
Workshop Division-II,
Paradip Port Authority.

Copy forwarded to:

1. Sr. Dy. Director, EDP Cell, PPA to publish the Tender in the PPA website.

2. All HOD/Sr. Commandant, CISF/C.V.O,PPA / Heads of Offices/OOGF / Notice Board.

3. The Hindi Officer, PPA with a request to translate the TCN in Hindi and publish in one of the Hindi Newspapers.

(Format for Publication of TCN in the News Paper.)

**PARADIP PORT AUTHORITY**
**e-TENDER CALL NOTICE**

**e-TENDER CALL NOTICE (TCN) No. EM/WS- 26 / 26**

Name of the work "Operation & Maintenance of PPA owned Mechanical Road Sweeping Machine bearing Regd. No. OD-21-F-2081".

Estimated cost: Rs.98,70,330/-. Last date & time of submission of bid: **dt. 05.10.2026 up to 18:00 Hrs**. Refer our website for details https://eprocure.gov.in/eprocure/app .

**Sd/-**

Executive Engineer (M),
Work shop division-II,
Paradip Port Authority.

# CONTRACT DATA

**(A) GENERAL INFORMATIONS**

| Sl. No. | Item | Details |
|---|---|---|
| 1. | Name of Work | Operation & Maintenance of PPA owned Mechanical Road Sweeping Machine bearing Regd. No. OD-21-F-2081. |
| 2. | Department/Organization | Workshop Division-II / E & M Deptt./<br>Paradip Port Authority |
| 3. | Executive Division | Workshop Division-II |
| 4 | Officer Inviting the Bid | Executive Engineer (M) |
| 5. | Immediate Next Authority | Superintending Engineer |
| 6. | Sanctioning Authority | Dy. Chairman, PPA. |
| 7. | Executing Authority | Executive Engineer |

**(B) BID INFORMATION**

| Sl. No. | Item | Date | Time |
|---|---|---|---|
| 1 | Tender e-publication date | 09.09.2026 | 17:00 Hrs. |
| 2.a) | Document download start date | 09.09.2026 | 17:00 Hrs. |
| b) | Document download end date | 05.10.2026 | 18:00 Hrs. |
| 3 | Date of uploading response to Clarifications sought | - | - |
| 4 | Bid Submission end date | 05.10.2026 | 18:00 Hrs. |
| 5 | Cost of Tender document/Tender fee of Rs.5000/- + GST @18% Extra = Rs.5,900/-only to be deposited through NEFT/RTGS and on following A/c details as per Clause No.17.0 of ITB<br>SB A/C No. : 0254104000169615<br>In favour of : Paradip Port Authority<br>Type of Account: Saving<br>Branch : IDBI Bank Ltd.,<br>IFSC : IBKL0000254 | On or before:<br>05.10.2026 | 18:00 Hrs. |
| 6 | EMD of Rs.1,97,407/-only to be deposited through NEFT/RTGS and on following A/c details as per Clause No.17.0 of ITB<br>SB A/C No. : 0254104000169615<br>In favour of : Paradip Port Authority<br>Type of Account: Saving<br>Branch : IDBI Bank Ltd.,<br>IFSC : IBKL0000254 | On or before:<br>05.10.2026 | 18:00 Hrs. |
| 7 | Bid opening date | 06.10.2026 | 11:30 Hrs. |
| 8. | Bid Validity period | 120 days | |
| 9. | Currency of Contract | Indian Rupee | |
| 10. | Language of Contract | English | |

# SPECIAL CONDITIONS OF CONTRACT (SCC)

**1. SITE VISIT:**

All the prospective bidders are strongly advised to visit the site, access the conditions of the Road Sweeping Machine and submit a realistic offer. The bidders are requested to submit their queries within the scheduled date specified in TCN.

**2. EXEMPTION OF COST OF TENDER DOCUMENT & EMD:**

i. The MSEs are provided Tender Documents free of cost & exempted from payment of earnest money subject to furnishing of relevant valid certificate for claiming exemption for the item(s) tendered.

ii. MSEs who are registered with District Industries Centre (DICs) / 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) are eligible for availing benefits under the public procurement policy. MSEs registered under Udyam Aadhar Memorandum (UAM) are also eligible to avail the benefits under policy. The above benefits will be extended irrespective of the product category for which the bidder is registered.

In such cases the bidders shall upload the documentary evidence in support of exemption of cost of tender paper and EMD in Cover A, Clause No.15 of ITB failing which his/her bid shall be rejected.

**3. SUPPORT TO START-UPS:**

(i) Exemption from submission of bid security: The start-ups recognized by Department for promotion of Industrial and Internal Trade (DPIIT) are exempted from submission of Earnest Money Deposit / Bid Security. The bidder have to submit/upload certified copy of their valid registration details otherwise their bid will not be considered. This exemption is valid for the monetary value of registration only.

(ii) Relaxation in prior turnover and experience: The start-ups recognized by DPIIT are eligible for relaxation in prior turnover and prior experience as followings subject to meeting the quality and technical specification mentioned in the tender documents:

**For this tender, 25% of relaxation in annual turnover and 25% relaxation in work experience will be considered.**

(iii) The above mentioned benefits under startup policy will be applicable only for the particular industry / sector for which they are registered with DPIIT. Necessary certificate must be uploaded by the bidder in this regard to avail above benefits otherwise their bid will not be considered.

(iv) The start-up bidders must submit an undertaking to ensure quality of work strictly in line with the technical specifications / parameters mentioned in the tender documents, otherwise their bid will not be considered.

**4. BID PRICES**: (Superseding Clause No.10 of ITB)

b. The Bidder shall indicate on the prescribed Bill of Quantity.

c. No price escalation shall be admissible for this contract.

**5. DOCUMENTS COMPRISING THE BID: (Superseding Clause No.15.1 of ITB)**

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 following documents for meeting eligibility criteria as well as technically responsiveness of the bid.

**Pre-qualification Documents**

1.0 EPF Registration Certificate.

2.0 ESI Registration Certificate or any type of Mediclaim Policy or Employment injury & Compensation. If the firm is having any type of Mediclaim Policy or Employment injury & Compensation 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 ESI scheme within a reasonable time period

3.0 Permanent Account Number [PAN]

4.0 Income Tax Return of preceding three years.

5.0 GST Registration Certificate

6.0 Power of Attorney or any sort of legally acceptable document if the DSC holder bidding on-line on behalf of the bidder

7.0 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 2025.

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. An undertaking or declaration in any appropriate format regarding no disputes/blacklisting/ban of business.
c. A declaration in any appropriate format regarding whether any of his relations working under PPA or not.
d. 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. 45 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

**6. <u>BANK GUARANTEE:</u>**

While issuing Bank Guarantee, bidder must mention receiver's details as stated below in BG and in which SFMS IFIN 760 message to be sent by issuing bank to establish the authenticity of given BG.

| | | |
|---|---|---|
| Favour | - | Paradip Port Authority |
| IFSC | - | ICICI0000776 |
| Branch | - | Paradip |

Paradip Port Authority has enabled acceptance of e-BG as per National e-Governance Services Limited. Bidders are requested to approach with the following details to their bank for issuance of e-BG. Any clarification in this regards may contact Shri P Maharana, Dy. CAO, PPA.

| | |
|---|---|
| PAN | : AAALP0055A |
| Name | : PARADIP PORT AUTHORITY |
| Date of Incorporation / Birth | : 01-06-1965 |
| Email ID | : facao@paradipport.gov.in |
| Contact Number | : 9937979753 (Shri P Maharana, Dy. CAO, PPA) |
| Legal Constitution | : Local Authority |
| Registered Office Address | : Paradip, Dt. Jagatsinghpur, Odisha |
| Registered Office Address Pin code | : 754142 |
| Communication Address | : Paradip, Dt. Jagatsinghpur, Odisha |
| Communication Address Pin code | : 754142 |
| Savings Bank A/c No. | : 30652649507 |
| Name of the bank | : State Bank of India, Paradip Branch |
| IFSC Code | : SBIN0003945 |

**7. <u>Security Deposit:</u> (In addition to Clause No.14.0 of ITB)**

The Contractor shall furnish a Security Deposit (SD) as per Cl. # 14.0 of Instructions to Bidders (ITB).

The following receiver's details must be mentioned in the BG by the Party.

1. Favour : Paradip Port Authority
2. IFSC : ICIC0000776
3. Branch : Paradip

While issuing Bank Guarantee, applicant must mention receiver's details as above in BG and in which SFMS IFIN 760 message to be sent by issuing bank to establish the authenticity of given BG.

The bid Security may be accepted in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form, safeguarding the purchaser's interest in all respects in addition to clause No. 14 of ITB.

Performance Security Deposit is not applicable in this contract.

**8. Public Procurement (Preference to Make-In-India):**

In line with Public Procurement (Preference to Make-In-India), Order 2017 & its amendments issued by Govt. of India & with a view to support the Indian Industries, the following "Purchase Preference Policy" is applicable for the Class-I Local Supplier in this tender subject to the following terms & conditions:-

(a) The subject work falls under not divisible category.

(b) The offers sought only from Class-I local suppliers.

**8.1 Definitions:**

(i) **Local Content** means the amount of value added in India (i.e., indigenous items / services added in the offered products / services / works) be the total value of the item offered (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties / IGST) as a proportion of the total value (excluding net domestic indirect taxes), in percent.

(ii) Class-I Local Supplier: means a supplier or service provider whose goods, services or works offered for procurement meets the minimum local content. The local content requirement for class-I supplier is minimum 50%.

(iii) 'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

(iv) 'Margin of Purchase Preference: means the maximum extent in which the price quoted by a Class-I local Supplier, may be above the L1 for the purpose of purchase preference.

Works mean all works as per Rule 130 of GFR 2017 and will also include turnkey works.

**8.2 Eligibility of Class-I Local Supplier and Class-II Local Supplier :-**

(a) In procurement of all goods, services of works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only Class-I Local Supplier as defined under the Order shall be eligible to bid irrespective of purchase value.

(b) Only Class-I Local Supplier as defined under the Order shall be eligible to bid in procurements undertaken by procuring entitles.

**8.3 Purchase Preference:**

The Class-I Local Supplier shall get purchase preference as per the following procedure:-

(i) Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class-I Local Supplier, the contract will be awarded to L1.

(ii) If L1 is not Class-I Local Supplier, the lowest bidder among the Class-I Local Suppliers will be invited to match the L1 price subject to Class-I local Supplier's quoted price falling within the margin of purchase preference (i.e., up to 20%) and the contract shall be awarded to such Class-I Local Supplier subject to matching the L1 Price.

(iii) In case such lowest eligible Class-I local Supplier fails to match the L1 price, the Class-I local Supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the Class-I local Suppliers within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.

**8.4 Verification of Local Content:**

(a) The Class-I Local Supplier at the time of tender bidding or solicitation shall be required to indicate percentage of local content and provide self certification that the item offered meets the local content requirement for Class-I Local Supplier. They shall also give details of the location(s) at which the local value addition is made.

(b) In case of a complaint received from any local supplier indicating a need for review / verification of local content of successful vendor / awarded vendor, for accepting a complaint from such complainant (w.r.t. the false declaration given by the successful vendor on the local content), a complaint fee of Rs.2 Lakhs or 1% of the locally manufactured items being procured (subject to a maximum Rs.5 Lakhs), whichever is higher, to be paid by demand draft by the complainant. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.

(c) False declarations will be in breach of the Code of Integrity for which a bidder or its successors will not be eligible and will be **debarred from further tenders / pending tenders for two years** along with such other actions as may be permissible under law. Further, in case the violation / false declaration established at later stage (during execution of works), a penalty amount up to 2% value of the order / contract will be deducted from claimed amount of the Contractor along with debarment & forfeiture of security deposit.

A Supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for purchase preference for procurement for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities.

**8.5.** The bidder must fill up the Annexures on preference to Make in India, as attached to Vol-II of the tender document and enclose the same in technical bid failing which the bid may not be considered.

**ANNEXURE-I**

**(Preference to Make in India)**

**Model Certificate for Tenders**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered."

**Authorized signatory**
**(Name of the Firm entity)**

**ANNEXURE-II**

**(Preference to Make in India)**

**Model Certificate for Tenders**

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country, or if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority shall be attached].

**Authorized signatory**
**(Name of the Firm entity)**

**ANNEXURE-III**

**(Preference to Make in India)**

**Model Certificate for Tenders for Works involving possibility of sub-contracting**

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country, or if from such a Country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority shall be attached].

**Authorized signatory**
**(Name of the Firm entity)**

**ANNEXURE-IV**

**(Preference to Make in India)**

**Model Certificate for GeM**

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/bidder is not from such a country, or if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/bidder fulfils all requirements in this regard and is eligible to be considered for procurement on GeM. [where applicable, evidence of valid registration by the Competent Authority shall be attached].

**Authorized signatory**
**(Name of the Firm entity)**

**ANNEXURE-V**

**Local content Declaration & Self Certification**
**as per the Government of India Order towards Public Procurement**

(Preference to Make in India)

vide Letter No. P-45021/2/2017-PP(BE-II)(revised) Dated 16.09.2020.

**(TO BE PROVIDED ON BIDDERS COMPANY/FIRM LETTER HEAD)**

I, _____
[Name of the person(s)], S/o._____ at _____ (Address) working as _____ (Designation and name of the firm/Company/Partnership/Joint Venture) and I have been authorized to sign the Declaration / Self Certification on behalf of firm/Company/Partnership/Joint Venture do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government towards Public Procurement (preference to Make in India) vide Letter No. P-45021/2/2017-PP (BE-II) (revised) Dated 16.09.2020.

That the information furnished hereafter is correct to be of my knowledge and belief and I understand to produce relevant records before the procuring entity or any authority so nominated for the purpose of assessing the Local Content.

That the local content for all inputs which constitute the said equipment has been verified by me and I am responsible for the correctness of the claims made therein.

That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value addition norms based on the assessment of an authority so nominated for the purpose of assessing the Local Content, action will be taken against me as per the notification P-45021/2/2017-PP (BE-II), (revised) dated 16.09.2020.

I agree to maintain the following information in the company's record for a period of 8 years and shall make this available for verification to my statutory authority.

The details of the location(s) at which the local value addition is made

(i) Name and details of the Domestic manufacture;
(ii) Date on which this certificate is issued;
(iii) Product for which the certificate is produced;
(iv) Percentage of local content.

Signed by me at _____ on _____.

**Authorized Signatory**
**(Name of the firm entity)**

**ANNEXURE-VI**

**Format of Certificate for tenders from Goods/Services/Works under Rule 144(xi) in the general Financial Rules (GFRs), 2017**

To

(Name and address of tender Inviting Authority)

**DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM**

Dear Sir,

Ref: Your Tender No. _____ dated _____.

I/We the undersigned, _____(full name), do hereby declare, in my capacity as _____ of M/s _____ (name of bidder entity) that:

1. I have read the Orders (Public Procurement No. 1, 2 & 3) dt. 23rd July, 2020 & 24th July, 2020 on the subject of Restriction under Rule 144 (xi) of General Financial Rule (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India.
2. I/We certify that M/s _____ (name of the bidder entity)

a) is not from such a country, I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. OR,

b) is from such a country (strike out whichever is not applicable) and has been registered with Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority is attached].

c) I/We the Bidder agree and undertake that if the contract is awarded to us, we will not sub-contract or outsource any work and / or any part thereof to a contractor from such countries, unless such contractor is registered with the Competent Authority and proof of same is obtained. I /We hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered and I/we submit the proof of registration herewith. [wherever applicable, evidence of valid registration by the Competent Authority shall be attached].

d) I understand that the submission of incorrect data and / or if certificate / declaration given by M/s _____ (name of bidder/entity) found to be false, this would be a ground form immediate termination and further legal action in accordance with law as per Clause 12 of Public Order on Restriction under Rule 144(xi) of the general Financial Rules (GFRs), 2017.

e) This declaration cum undertaking is executed by us through our Authorized Signatory/i.e. after having read and understood the Office memorandum and Order (Public Procurement no. 1, 2, & 3) dated 23rd and 24th July, 2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India including the words defined in the said order which shall have the same meaning for the purpose of this declaration cum undertaking.

Executed at _____ on this the _____ day of _____

**By Authorized signatory**
**(Signature and Name)**
**Seal of the Bidder**

**Note**: Where applicable, evidence of valid registration by Competent Authority shall be attached.

**9. DATE OF COMMENCEMENT & COMPLETION OF WORK:**

The contract period is 03 (Three) years from the date of commencement of the work. The work shall be commenced within 30 days from the issuance of LoI. Date of completion is 03 (Three) years from the date of commencement of work.

**Before commencement of the O & M work, it shall be the responsibility of the contractor to update all the statutory requirements of the vehicle such as Payment of Road tax, Insurance of the vehicle etc, at their own cost.**

**10. PAYMENT TERMS**: (Reference Clause No.10 of GCC)

a) The monthly O & M charges will be paid after completion of the work against certification by the Engineer-In-charge.

b) 100% of the monthly price of items in the Bill of Quantity (BOQ) shall be paid in the succeeding month on successful completion of the work in the previous month within 30 days of submission of the bill. For uncompleted months the payment shall be made on pro rata basis taking a month as 30 days.

c) Payment shall be made on monthly basis.

d) The working hour for the sweeping machine is 08 Hours working per day.

e) No deduction will be done for the reasons beyond the control of the contractor.

**f) No claim for payment from Contractor shall be entertained after the lapse of three years from the date of arising of the claim.**

**11. DEDUCTION**

In case of breakdown, the contractor has to rectify the same as quickly as possible. Deduction applicable for each occasion for breakdown of the machine are as under:-

a) Up to 03 days of breakdown, O&M charges shall be deducted proportionately on prorate basis for the No. of days the machine is under breakdown.

b) Beyond 03 days and up to 15 days, O&M charges at the rate 1.5 Times per day shall be deducted paid proportionately on prorate basis for the No. of days the machine is under breakdown.

c) Beyond 15 days up to 30 days, O&M charges at the rate two times per day shall be deducted proportionately on prorate basis for the No. of days the machine is under breakdown.

d) Beyond 30 days, Paradip Port reserves the right to terminate the contract.

NB:-Deduction due to breakdown as described above shall be recovered on readiness of the machine from the payment due in succeeding bill.

e) Deduction for non-deployment of any one of the manpower shall be levied an amount of Rs.1000/- per person for each day from the monthly bill.

**12. EVALUATION OF YEARLY PERFORMANCE:**

Yearly satisfactory Performance means total deduction on account of breakdown in a year should be less than 20% of yearly basic value of contract. In case the performance is not satisfactory, the contract is liable for termination as per standard clause “Termination of Default”. PPA will pay the Contractor on pro-rata basis for the services rendered by the contractor during the month within 30 days after the

Contractor's receipt of notice of termination.

**13. ACCIDENTS & DAMAGES:**

In case of any accident caused to any person including the bidder's or Port's workmen or damage to any property in the course of the execution of the contract, the bidder will be solely responsible for payment of Compensation, Medical aid, etc. The bidder shall be solely responsible for any accidents to his/her employees, Port's employees, or the public, from any cause whatsoever and he shall indemnify the PPA against any damage to property or injury to person resulting from any such accidents and shall take steps to properly insure against any claims. PPA shall not have any connections whatsoever in this connection against any proceedings /actions by any Government /Departments of Governments, etc.

**14.** The work must be executed observing all the statutory requirements and the price offered must be inclusive of all other incidental charges and must be firm price excluding GST.

**15. SAFETY PROVISIONS:**

All arrangements towards safety of the deployed staffs of the contractor during O&M Work are under the scope of the contractor.

**16. Alternative Dispute Resolution Method (Ref.: Clause # 13 of GCC):**

**16.1** In case of failure of resolution of any dispute arising out of the contract in the manner prescribed at Clause no. 13 of the General Conditions of Contract (GCC), the matter shall be referred to a Conciliation Committee.

**16.2** The Conciliation Committee shall comprise of (1) the Chief Mechanical Engineer, PPA, (2) the Secretary, PPA, (3) the Financial Advisor & Chief Accounts Officer, PPA and (4) an independent subject expert, as nominated by the Ministry of Ports, Shipping & Waterways.

**16.3** Recourse to such conciliation may be resorted to before or during or after any dispute resolution proceeding.

**16.4** The Award, so passed by the Committee, if agreed upon by both the Contractor and PPA, may be placed for consideration and approval of the Board of Paradip Port Authority.

**17. ENGINEER-IN-CHARGE (EIC):**

The concerned Executive Engineer of the Division, executing the work, shall be Engineer-in-Charge (EIC) for the work.

**18. DEBBARMENT PERIOD:**

In case of termination of contract happened, the debarment period shall be 02 years for participation in future tenders of PPA.

**19. SIGNING OF CONTRACT (In addition to Clause No. 30.0 of ITB):**

Within 30 days 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 Condition. Then, the formal Work Order shall be issued and the Contract Agreement shall be signed.

If the Contractor fails to submit the Initial security Deposit within the above stipulated time, the contractor shall give a written request and deposit an additional security deposit/BG of 5% over the original security deposit/BG value within 15 days.

Further, if the Contractor fails to submit the Initial security Deposit within the above 45 days, the contractor shall give a written request and deposit an additional security deposit/BG of 10% over the original security deposit/BG value in addition to above 5% (i.e. total 15% extra) within 15 days.
If the contractor fails to deposit ISD/EASD even within the extended period of 30 days after the scheduled date as mentioned in Letter of Intent (LOI), his bid shall be summarily rejected and the bidder will be debarred from participating PPA tenders for a period of 2 years apart from forfeiting his EMD. In case of MSME bidders, as there is no EMD, MSME Authority will be informed for necessary action at their end.

## 20. BID DOCUMENT AND SHORTFALL DOCUMENT:

Tender evaluation will be carried out strictly on the basis of documents uploaded by bidders through e-Procurement Portal only. No manual letters or emails should be used for this purpose at any stage. Bidders shall comply with system-generated timeline, failing which their bids shall be liable for rejection.
After evaluation of Cover A---: "Fee", Cover B--: "Technical Bid" and Cover C---"Financial Bid" received from the e-procurement portal all the evaluation report shall be uploaded in complete shape in the e-procurement portal. Shortfall documents if any shall be sought through the "Shortfall of Tech Documents" option available in e-procurement Portal. The bidders have to upload requisite shortfall documents if any only through e-procurement Portal Only. Submission of documents through manual correspondence, physical mode or external email will not be entertained under any circumstances.

## 21. IMPLEMENTATION OF LABOUR CODES:

As per direction of Ministry of Labour and Employment, following provision need to be implemented strictly by the Contractor to safeguard the welfare of contract labours.

1. As per codes of Wages, 2019 the time limits for payment of wages without unauthorized deductions for different wage periods is as under:

| **Wage Period** | **Time Limit for Payment of wages** |
|---|---|
| Daily wages | End of shift |
| Weekly | Before Weekly Holiday |
| Fortnightly | Within 2 days of end of fortnight |
| Monthly | Within 7 days of next Month |

2. The Contractor must issue appointment letters to all its employees including contract labour as per the Occupational Safety, Health and Working Conditions Code, 2020. A Performa of the appointment letter is attached with this as **APPENDIX-1 of Volume-II.**

3. The Contractor shall issue wage slips to all the employees as per Code on Wages, 2019. In case appointment letters and wage slips are being issued that contains fields mentioned in attached formats, the same may be continued to be used. A Performa of wage slip is enclosed as **APPENDIX-2 of Volume-II.**

**APPENDIX-1**

# Letter of appointment to employee under clause (f) of sub-section (1) of Section 6 of Occupational Safety, Health and Working Conditions (OSH & WC) Code, 2020

(To be issued in English or Hindi and in local language)

Format for Appointment Letter

i. Name of employee:

ii. Date of birth:

iii. Father's / Mother's name:

iv. Aadhaar number (after obtaining consent) :

v. Labour Identification Number (LIN) of the establishment:

vi. Universal Account Number (UAN) and/or Insurance Number (ESIC) (if available) :

vii. Designation:

viii. Type of Employment (Regular/Fixed-term-employment/Contractual) :

ix. Category of skill:

x. Date of joining:

xi. Wages/Basic/Pay and Dearness Allowance:

xii. Other allowance including accommodation whichever is/are applicable:

xiii. Applicability of social security [Employees' Provident Fund Organization (EPFO) and Employees' State Insurance Corporation (ESIC)] benefits:

xiv. Broad Nature of duties to be performed:

xv. Benefits available under Chapter VI (Maternity Benefit) of Code on Social Security, 2020 (in case of women employee) :

xvi. Any other information:

Signature / Digital Signature of Employer

**APPENDIX-2**

**Issuance of Wage Slip under Section 50(3) of Code on Wages, 2019**

***FORM VIII-C***

(See Rule 156)

Format for Wage Slip

| | | | | |
|---|---|---|---|---|
| Date of issue: | | | | |
| Name of the Establishment ……. | | | | |
| Address: ……. | | | Period: ……. | |
| 1 | Name of the Employee: | | | |
| 2 | Father's/Mother's/Spouse's Name: | | | |
| 3 | UAN: | | | |
| 4 | Designation: | | | |
| 5 | Bank Account Number: | | | |
| 6 | Wage period: | | | |
| 7 | Rate of wages payable: | | | |
| 8 | Total attendance/unit of work done: | a)Basic | b) D.A. | c) Other allowances |
| 9 | Overtime wages: | | | |
| 10 | Gross wages payable: | | | |
| 11 | Total deductions | a) PF | b)ESI | c) Others |
| 12 | Net wages paid | | | |
| *Employer/Pay-in-charge signature | | | | |

***Note: Required in case register is maintained physically.**

# SCOPE OF WORK

Paradip Port Authority have 01 no. of Mechanical Road Sweeping Machine to clean the roads in the Port township area to mitigate the pollution caused due to vehicular movement.

Paradip Port intends to outsource the Operation and Maintenance of PPA owned Mechanical Road Sweeping Machine for a period of three (03) years.

Detail technical data of the PPA owned heavy duty truck mounted road sweeping machine bearing No.OD-21-F-2081.

| Sl. No. | Description | Technical information |
|---|---|---|
| 1 | Heavy duty Truck mounted road sweeping machine bearing No.OD-21-F-2081 | 1 no. |
| 2 | Sweeping Machine Manufactured by | M/s. USTUN-EL, IZMIR, TURKEY |
| 3 | Sweeping machine model | Iveco Eurocargo |
| 4 | Manufacturing year | 02/2017 |
| 5 | Truck Manufactured by | Ashok Leyland |
| 6 | Truck Model | AL 1212 |
| 7 | Auxiliary vacuum engine | Ashok Leyland |
| 8 | Auxiliary vacuum engine capacity | 130 HP 2400 RPM |
| 9 | Diesel engine | 4 Cylinder |
| 10 | Vacuum capacity | 6 M3 Vacuum |
| 11 | Fuel tank capacity | 200 Ltr. |
| 12 | Hydraulic Oil Tank Capacity | 80 Ltr. |
| 13 | Water Tank Capacity | 1700 Ltr. |

## A. GENERAL CONDITIONS FOR DEPLOYMENT OF SWEEPING MACHINE

The task of road sweeping shall consist of cleaning the roads, dispose & leveling the dust & other items collected during sweeping in the identified places. Contractor will be required to carry out following works / to render the services as described below for cleaning of the roads.

### i) Operation

1. MANPOWER DEPLOYMENT:- One Operator and one helper shall be deployed for the sweeping machine during the sweeping operation period.

2. (i) WORKING HOUR:- Normally working hours is 8.00AM to 5.00PM having one hour break for lunch & tea. Normally the machine shall have to be operated for 08 hours per day except maintenance days. However, in case of emergency, the machine will work beyond 8 hour period.

   (ii)PPA will provide the route chart and timing for the road sweeping machine for cleaning of the roads.

   (iii) Operation also includes conveyance of collected materials, dumping and leveling, etc. including extra manual labours as and when required. The collected materials should be dumped within a distance up to 10 kms.

(iv)The Contractor will ensure that the waste materials stored in the close containers' vehicles are not dumped/emptied at any place other than the one specified by the Engineer –in- Charge.

(v) Deployment of machine for mechanized road cleaning will be done in consultation with PPA officials. However based on department requirement, contractor has to provide machine for extra Shifts during emergency without any extra charges**.** No extra payment would be payable to the contractor for rendering operational services on these events which is required to be noted by the Contractor.

3. The contractor shall be responsible for smooth and satisfactory operation of the Sweeping machine for round the year including Sundays & holidays for a period of 03 (Three) years.

4. The diesel for the operation of the sweeping machine shall be supplied / reimbursed by Paradip Port as per actual consumption subject to maximum 2.5 Liter per KM.

5. The contractor shall prepare and implement an effective operation programme for the roads to be covered for sweeping in consultation with Engineer –in- Charge or his representatives.

6. The contractor has to deploy skilled operators shall have valid driving license and copy of the same must be submitted before commencement of the operation.

7. All the statutory requirements of the road sweeping machine will be carried out by the contractor at his own cost. The Contractor must inform PPA before 03 months of expiry of the statutory documents (Insurance, Road Tax, Pollution etc.).

8. The contractor shall maintain log sheet and log book to enter the information about the day to day works allotted to them by the Port officers.

9. For the purpose of counting the period of 8 hours, real time monitoring system shall be ensured through GPS. The GPS system is to be fitted by the contractor at his own cost.

10. The contractor shall be responsible for a satisfactory maintenance of the road Sweeping machine.

a) Contractor shall available two days in a month for schedule maintenance of the machine with prior intimation to EIC. During this maintenance day (i.e two days) machine shall be treated as available & no deduction will be made on this account.

b) The Contractor shall arrange for lubricant, tools, spares, consumables and all other related materials etc. for the operation and maintenance of the machine during the period of contract. All the expenditure incurred on these articles/items shall be borne by the Contractor.

c) The contractor shall maintain log sheet and log book to enter the information about the day to day works allotted to them by the Port officers.

d) The contractor shall obtain all necessary clearances from concerning departments and vehicle should be fully insured with manpower.

e) The contractor shall be responsible for all type of taxes, EPF,ESI of staff etc. no extra payment will be made by PPA.

**ii) Comprehensive Maintenance:**

The contractor shall be responsible for comprehensive maintenance of the Sweeping machine for 365 days round the year for a period of 03 (Three) years from the date of issue of the work order. The precise and regular timely maintenance is described below;

a) As regards servicing routine and scheduled maintenance of the machine, the same shall be carried out by the successful bidder through their maintenance staff preferably on Sundays in rotation or as per Engineer –in- Charge or his representatives instruction and prior schedule for 2 days in each month.

b) The contractor shall prepare and implement an effective maintenance programme in consultation with Engineer –in- Charge or his representatives. It is absolute responsibility of contractor to look after all sorts of maintenance whether preventive or breakdown with the available staff or with extra staff at contractor's risk.

c) Contractor shall arrange for any additional labourers at their level and at their cost.

d) Contractor shall arrange for all the consumables, lube oil and spare components at their level and at their own cost. As regards break down and accidental maintenance of each machine, the same shall be carried out by the successful bidder through their staff as and when required at their own cost.

e) One set of Tools and spares required for the general maintenance shall be arrange by the contractor at his own cost.

f) Contractor has to keep enough spare/stand by units for preventive and breakdown maintenance of the equipments and this will be verified by the Engineer –in- Charge or his representatives, at any time for smooth and uninterrupted working of Mechanical sweeper machines.

g) All the maintenance carried out daily, weekly, monthly must be entered in the maintenance register and submitted along with monthly bills.

h) The contractor shall be responsible to carry out day-to-day as well as periodic maintenance, including body repair and painting of the machine, necessary to ensure smooth and efficient performance of the road sweeping machine and maintaining the record of the same. Maintenance of road sweeping machine will be supervised by department officers. Contractor has to carry out all the related work under intimation and supervision of them.

i) Monthly payment for the comprehensive maintenance will be paid after receipt of bill in triplicate along with details of repair & maintenance of work carried out in days, weeks, monthly at the prescribed format along with attendance details of staff employed.

j) All consumable required for sweeping machine including brushes, rubber parts and other required parts are in the scope of the bidder.

B. **OTHER RESPONSIBILITIES OF THE CONTRACTOR WILL REMAIN AS BELOW:**

(i) The contractor shall have to issue identity cards with photographs, uniform to all the staff employed for Operation and maintenance including transportation.

(ii) The Contractor shall bear all liabilities and responsibilities with respect to the manpower employed by it complying all statuary rules & regulations of State / Central Govt. Incase any mishap / accident occurs on the road or at site, the Contractor will have to shoulder the complete responsibility of the same, right from registration of Police complaint, lodging / follow up of the insurance claim and facing the court trials etc. It shall be the responsibility of Contractor to set right the machine without raising any extra bills / claim against the same.

(iii) To maintain the disciplined and efficient services, it would be necessary to provide operating staff uniforms, safety gears & mobile facilities.

1. A public address system shall also be provided to enable the machine operator to guide the public as and when required during working at the site in the event of any emergency, mishap etc
2. Whenever, the Contractor considered it necessary that repair is not practically possible to carry out at Paradip township, the Machine can be taken outside at his cost. The machine can not be taken out side the Port Township without prior permission of EIC.
3. PPA has the right to charge the contractor for any damage caused to Port or Govt. assets and the same shall be recovered from the contractor's bill with immediate effect.
4. To appoint one Nodal person who shall be contacted by the PPA in connection with day to day activities. The Nodal officer should have necessary communication skill with the officials and staff of the PPA.
5. Payment of the cost of GPS equipment as well as recurring charges for the same shall be borne by the contractor.
6. The contractor shall be responsible for keeping up-to-date record of documents including day to day work of machine. The contractor shall maintain and update logbook, in which details of operational parameters are recorded in every shift and at regular interval or as decided mutually. Also during checking if any abnormalities found it must be brought to the notice of Engineer –in- Charge and rectified by the contractor. All the log books and records maintain by the contractor is to be handed over to PPA at the end of the contract.
7. During the contract period, necessary infrastructure like parking and space for carrying out minor repairs will be provided by PPA on free of cost basis.
8. Each machine shall be provided with fire extinguisher and first aid kit along with other necessary tool-tackles and accessories.
9. To provide a designated spot/location for unloading of the material collected in the Machine through sweeping.

10. The Contractor will pay the cost of electricity and water charges to PPA for availing the facility.

11. Final Inspection, Acceptance and Payment.

The Contractor shall, three months prior to the expiry of the Contract Period, notify PPA in writing to take-over the machine. Paradip Port Authority shall make a final inspection within 45 days of receiving such Notice from the Contractor and take over the machine on expiry of the Contract. In case of any defect or abnormality observed during inspection, the same shall be made good by the Contractor at his own cost within a reasonable period failing which, the final payment shall be withheld. Upon receipt of the certificate of final acceptance, the Contractor will make application to PPA for final payment within 30 days. PPA shall make payment to the Contractor within 30 days after receiving the final payment application, complete in all respect. The unutilized spares which have been procured by the Contractor and are in good condition shall be taken over by PPA on payment basis as per actual of purchase cost. However, the spares to be taken over by PPA shall not be more than 10% of the installed quantity. During handing over, the spare cost shall be determined basing on the purchase document.

# BILL OF QUANTITY

**Tender Inviting Authority:** Executive Engineer (Mech), WSD-II, E & M Dept., PPA

**Nature of Work**: Operation and Maintenance of PPA owned Mechanical Road Sweeping Machine bearing Regd.No.OD-21-F-2081.

e-TCN No: EM/WS- 26/26

| Bidder Name: | |
|---|---|

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bid is liable to be rejected for this tender.
Bidders are allowed to enter the Bidder Name and Values only)

| Sl. No. | Description | Unit | Qty. | Rate (In Rs.) | Total amount (in Rs). | Total amount (in word) |
|---|---|---|---|---|---|---|
| 1 | Operation of the machine minimum1 (One) operator and 1 (one) cleaner for 03 (Three) years period for 8 hrs. per day. The rate inclusive of pay allowance for operator, others, conveyance of collected materials, dumping and leveling etc. complete including extra labours as per scope of work and as directed by Engineer-in-charge or his representatives as per scope of work. | Per day | 1095.00 | | | |
| 2 | Comprehensive maintenance the machine for 03 (Three) years period with minimum 1 (one) mechanic and 1 (one) helper for 8 hrs. per day inclusive of charges for cleaning cost of all spares, extra labours and maintenance cost of machine as per scope of work. | Per day | 1095.00 | | | |
| Total in Figures | | | | | | |
| Total in Words | | | | | | Rupees only |

NB: 1. The rate quoted is excluding GST and fuel cost.
2. The tender will be evaluated based on the lowest amount quoted in the BOQ.

Signature of the Tenderer with seal.

# PARADIP PORT AUTHORITY

## ELECTRICAL & MECHANICAL DEPARTMENT

## VOLUME-1

# TENDER DOCUMENT FOR e-Tendering

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

**[Last modified date 07.04.2022]**

## *INSTRUCTIONS TO BIDDERS( ITB)*


| *CLAUSE NO.* | *DESCRIPTION* |
|---|---|
| *01.0* | *SCOPE* |
| *02.0* | *NOTICE INVITING BID AND OBTAINING BID DOCUMENTS* |
| *03.0* | *ELIGIBLE BIDDERS* |
| *04.0* | *COST OF BIDDING* |
| *05.0* | *SITE VISIT* |
| *06.0* | *CONTENTS OF BID DOCUMENTS* |
| *07.0* | *CLARIFICATION ON BIDDING DOCUMENTS* |
| 08.0 | AMENDMENT TO BID DOCUMENTS |
| 09.0 | LANGUAGE OF BID |
| 10.0 | BID PRICES |
| 11.0 | BID VALIDITY |
| 12.0 | BID CURRENCIES |
| 13.0 | EMD |
| 14.0 | SECURITY DEPOSITS |
| 15.0 | DOCUMENTS COMPRISING THE BID |
| 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 |
| 20.0 | LATE BIDS |
| 21.0 | MODIFICATION AND WITHDRAWAL OF BIDS |
| 22.0 | OPENING OF BID |
| 23.0 | CLARIFICATION ON BIDS |
| 24.0 | CONVERSION TO SINGLE CURRENCY |
| 25.0 | EVALUATION AND COMPARISON OF BIDS |
| 26.0 | CONTACTING PARADIP PORT AUTHORITY |
| 27.0 | AWARD CRITERIA |
| 28.0 | PURCHASER'S RIGHT TO ACCEPT OR REJECT ANY OR ALL THE BIDS |
| 29.0 | NOTIFICATION OF AWARD |
| 30.0 | SIGNING OF CONTRACT |
| 31.0 | BANK GURANTEE (BG) |
| 32.0 | MEMORANDUM OF SETTLEMENT |
| 33.0 | DESIGN CRITERIA |
| 34.0 | DRAWINGS |
| 35.0 | MANUALS |
| 36.0 | SITE SAFETY & ENVIRONMENT PROTECTION |
| 37.0 | QUALITY ASSURANCE PLAN, INSPECTION AND TESTING |
| 38.0 | THIRD PARTY INSPECTION |
| 39.0 | TIME IS THE ESSENCE OF THE CONTRACT |
| 40.0 | PURCHASER'S OBLIGATION |
| 41.0 | CONTRACTOR'S OBLIGATION |

| | |
|---|---|
| 42.0 | VENDOR LIST |
| 43.0 | SCRAP DISPOSAL |
| 44.0 | UNDERTAKING BY THE BIDDERS |
| 45.0 | DISCLOSURE BY THE BIDDER |
| 46.0 | CESS TO BE REMITTED TO THE ORISSA BUILDING AND OTHER CONSTRUCTION WORKERS WELFARE BOARD |
| 47.0 | INTEGRITY PACT |


# 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** Executive Engineer 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.

(vi) ***Any entity who had earlier been awarded a contract by PPA and the same had to be terminated for whatsoever reason, prior to completion of the conditions of the contract or the contract period, are precluded from participating in the present 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.

**<u>Conditions for participation of Joint Venture (JV) Firms (Applicable to the tenders with estimated cost put to tender is more than Rs.5.0 Crore.</u>**

(1) Joint Venture (JV) firms are allowed to participate in the tenders having the cost of work put to tender is more than Rs.5.00 Cr.

(2) No. of Joint Venture partners would be limited to three (including the lead partner) with at least 26% equity holding by each member in case of a Company. In case a Joint Venture is formed for the specific work only, each of the Joint Venture partner including the lead partner shall have work experience of minimum value not less than 26% for at least one single work of the estimated cost put to tender as indicated in TCN to become eligible to be a member of Joint Venture. One of the partners shall be nominated as Lead Partner for signing Agreement with Paradip Port Authority and shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the partners of joint venture. This authorization shall be evidenced by submitting registered power of attorney signed by all the partners.

(3) All partners of the Joint Venture shall be liable jointly and severally during the bidding process and for the execution of the contract in accordance with the provisions of contract and a statement to this effect shall be included in the authorization as above. The bid shall be signed so as to legally bind all the partners jointly and severally.

**Joint ventures must comply with the following requirements**

The joint venture must satisfy collectively the eligibility criteria as described in this section. For this purpose, the following information of each member of the joint venture may be submitted which will be added together to assess the collective eligibility criteria:

i) Average Annual Turnover
ii) Specific work Experience
iii) Capacity of key personnel
iv) Ability to own / lease relevant equipment

Each JV Partner including the lead partner shall meet not less than 26% of the following criteria:

i) Average Annual Turnover
ii) Specific work Experience

**All the partners together shall satisfy 100% of the criteria.**

A copy of the joint venture agreement (JVA) specific to this work, if entered into by the partners shall be submitted along with the Bid. Alternatively, the Memorandum of Understanding (MoU) to execute a JVA in the event of successful bid shall be signed by all partners and submitted with the bid. In any case, it is mandatory that a JV agreement is entered into before the award of the work.

Pursuant to the foregoing, the Joint Venture Agreement shall include among other things, the joint venture objectives, the proposed management structure, the contribution of each partner in the Joint venture, the commitment of the partners to joint and several liability for due performance, recourse / sanctions with in the joint venture in the event of default or withdrawal of any partner and arrangements for providing the required indemnities.

**A. Similar Work Experience for Joint Venture (JV) Firm:**

The partners of Joint venture shall individually or jointly meet the similar work experience criteria and the relevant work experience documents shall be furnished. Each JV partner including the lead partner shall have work experience of minimum value not less than 26% for atleast one single work of the estimated cost put to tender as indicated in TCN. The single work/two works/three works as indicated in the eligibility criteria shall not be split which means in case of a single work one JV partner should have executed the single work in full on his own as specified in Tender Call Notice and in case of two works / three works, if JV partners proposed to collectively meet the experience then they should have individually done each of the works in full on their own as per example given below.

**Example –**

A joint venture is constituted by three firms namely A, B and C and the estimated cost of the work put to tender is Rs. 10,00,000/-. Then the eligibility criteria for meeting similar work experience shall be

i) Single work of value 80% equal to Rs. 8,00,000/-

ii) Two works of value 50% each equal to Rs. 5,00,000/-

iii) Three works of value 40% each equal to Rs. 4,00,000/-

JV may meet the similar work experience criteria either any of the following categories.

(i) <u>For Single work category of value Rs. 8,00,000/-</u>

Any one Joint Venture Partner should have executed the Single work of value Rs.8.00 lakh in full individually on his own.

(ii) <u>For two works category of value Rs. 5,00,000/- each</u>

Value of each work executed by JV Partner shall be Rs.5.00 lakh in full individually on his own.

(iii) <u>For three works category of value Rs. 4,00,000/- each</u>

Value of each work executed by JV partner shall be Rs.4.00 lakh in full individually on his own.

**B.** **<u>Financial Turnover</u>** : The average annual turnover of each partner of the JV individually shall not be less than 26% of average annual turnover as indicated in the eligibility criteria in TCN/ Tender Document. Turnover of individual partner of the JV will be added together for each financial year to meet eligibility of the Average Turn Over.

## 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

a) Tender Call Notice (TCN) and Contract Data

b) 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 | Corporate Performance Guarantee |
| 08 | LOI Format |
| 09 | Work Order Format |
| 10 | Format for Agreement. |
| 11 | Format for Integrity Pact Agreement. |
| 12 | Bank Guarantee format for stage Payment |
| 13 | Joint Venture / Consortium Agreement format |
| 14 | Mandate form for electronic fund transfer/RTGS Transfer |
| 15 | Format for Refund of EMD |

Volume-2 Special Conditions of Contract (SCC),
Technical Specifications & drawings, if any
Scope of Work

c) 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 it's price offer after opening of the price bid or
3. If the Bidder submits fraudulent documents and / or wrong information in support of it's 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:

14.0.1 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.

14.0.2 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.

14.0.3 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.

14.0.4 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.

14.0.5 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. **The deduction amount towards security deposit will be released within 10 days from the date of receipt of the bill / invoice for security deposit.**.

### 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 Special Condition of Contract or 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.

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. 45 of ITB.

i. The filled in & signed Integrity pact as per Appendix – 11 prepared in Non-judicial stamp paper, if applicable as per Clause No.47 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 in the downloaded format 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.

**17.1** 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 | : | Paradip Port Authority |
| 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.

17.2 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-15 within 10 days from the date of receipt of the bill/invoice for refund of EMD.

**NB**: If the bidder is exempted from the deposit of EMD due to registered with the Central Purchase Organisation, National Small Industries Corporation (NSIC) or the concerned Ministry or Department, he/she shall upload the documentary evidence in support of such registration in Cover A, Clause No.15 of ITB.

**17**.3 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. 17.3 & 13 of ITB) in Cover A , Clause No.15 of ITB, his/her bid shall be rejected.

**17**.4 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 inviting the Bid.

**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 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 CONVERSION TO SINGLE CURRENCY:

The payment shall be made to the Contractor only in Indian Rupees. In case of any expenses which the bidder expects to make in any foreign currency, the same shall be converted to Indian Rupees by the bidder and the rate of conversion shall be mentioned in the document for reference purpose only.

## 25.0 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.

## 26.0 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

## 27.0 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.

## 28.0 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.

## 29.0 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.

## 30.0 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.

## 31.0 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.

## 32.0 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.

## 33.0 DESIGN CRITERIA:

The bidder may please note that the specifications mentioned in the tender document are indicative only.

All the material, equipment offered and used in the execution of the work shall be suitable for sustained service in a marine atmosphere and cyclone prone environment.

In the event of repeated failure of any component or material or fitting, within the warranty period , it shall be treated as failure on the part of the Contractor and the Contractor shall have to promptly rectify the same at his own cost failing which Paradip Port Authority shall have the right to recover the cost from any other outstanding amount of the Contractor lying with PPA and / or any amount that may become due to the Contractor and the Contractor shall be debarred to participate in any of the tender of PPA in future.

## 34.0 DRAWINGS:

Where the work requires submission of drawings, the Contractor shall adopt an agreed system for numbering of the drawings and submission thereof. The Contractor shall submit a numbering plan to Paradip Port Authority for acceptance. 4 sets of the General Arrangement (GA) Drawings must be submitted to Paradip Port Authority for approval (3 for PPA + 1 to be returned to the Contractor). The GA drawings must clearly indicate the location of important installations, important dimensions etc. and the execution shall be done strictly in accordance with the approved drawing.

The construction drawings must be prepared prior to the commencement of construction and it should be promptly supplied to Paradip Port Authority's representative for inspection of the work. On completion of the work, 6 sets of the "As Built" drawings, duly incorporating all the changes made during the construction, shall be supplied to Paradip Port Authority. A comprehensive list of the drawings shall be submitted along with the "As Built" drawings.

The drawing sizes shall be as under:
GA Drawings: A0 (1189 x 841 mm).
Construction Drawings – Mechanical: A1(841 x 594 mm), Electrical: A3 (420 x 297 mm).
As Built Drawings – Mechanical: A1 (841 x 594 mm), Electrical: A3 (420 x 297 mm).
Data Sheets & Manuals: A4 (297 x 210 mm).

In addition to the above, the Contractor shall supply 2 sets of soft copies of all the drawings and manuals in electronic forms in CDs.

## 35.0 MANUALS:

All the manuals shall be sufficiently informative so as to smoothly carry out operation and maintenance after the work is completed and accepted by Paradip Port Authority. Two sets of draft manuals shall be submitted by the Contractor, within 15 days of acceptance of the work, for approval. Paradip Port Authority may make observations to improve the standard of the manual and the Contractor, after incorporating the changes in the manuals, shall submit 4 sets of the final copy for acceptance by Paradip Port Authority. Two set of soft copies of the accepted version of the manuals shall be supplied by the Contractor in CDs. The following guide lines may be followed by the Contractor for preparation of the manuals.

**A) Operation Manual** : The manual must cover, inter alia, the principal features of the machine / equipment / system, as applicable, the control philosophy used, pre-starting checks, starting procedures, checks to be made during operation, stopping procedures, DOs and DONTs, trouble shooting, emergency procedures, safety trips etc.

**B) Maintenance Manual**: The manual must include, inter alia, important maintenance procedures, preventive maintenance schedule, Lubrication Chart, various tolerance limits and list of special tools. The maintenance manual must contain dismantling and assembling procedures of important components clearly showing positioning of special tools, fixtures, measuring instruments etc. with diagrams.

**C) Spare Parts Manual**: The manual must contain, inter alia, spare parts details such as drawing no., part no, specifications of all the assemblies. For bought out items, the cross sectional drawings giving details of parts, dimensions etc. has to be supplied to Paradip Port Authority. The bearing nos and oil seal nos of all the bearings and oil seals used in the work must be listed clearly giving their make and the location where used.

## 36.0 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.

## 37.0 QUALITY ASSURANCE PLAN, INSPECTION AND TESTING:

### 37.1 QUALITY ASSURANCE PLAN:

The Contractor shall submit a quality assurance plan (QAP) for acceptance by the Purchaser before commencement of the work. The QAP shall, contain:

a) List of the tests and inspections proposed to be done to ensure quality.
b) List of the standards to be followed for execution of the work as well as tests and inspections.

One set of the standards to be followed for the execution of the work / test and inspection shall have to be submitted, by the Contractor along with the QAP for reference, to Paradip Port Authority within 30 days of issue of LOI.

### 37.2 INSPECTION & TEST:

The Contractor shall submit an inspection plan compatible with the QAP. The test and inspection report shall contain the description of the part / component / equipment, the date and place of testing, the standard followed for conducting the test, the actual test result recorded and the allowable limits, the name and designation and signature of the Contractor's representative, Paradip Port Authority's representative and Third Party representative who witnessed the test. The test report shall be forwarded to Paradip Port Authority within 15 days of completion of the test for record and reference.

Paradip Port Authority reserves the right to subject any part / component / equipment for re-test and on written instruction from Paradip Port Authority, the Contractor shall arrange for the re-test and the cost shall be reimbursed by Paradip Port Authority as per actual, only if the test results are satisfactory. In case of unsatisfactory test results, the part / component / equipment shall be rejected and the Contractor shall be responsible for replacement of the item at his own cost and also bear the cost of the re-test.

The Contractor shall inform Paradip Port Authority, at least 7 days in advance, about the inspection / tests planned for and assist Paradip Port Authority in witnessing the same, if so desired by Paradip Port Authority.

Paradip Port Authority's right to inspect, test and, where necessary, reject the Goods after the Goods' arrival in Paradip Port Authority's premises shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by Paradip Port Authority or its representative prior to the Goods' shipment from the place of origin.

The Contractor shall submit an inspection and test plan (ITP) before commencement of the work and it should inter-alia cover the following:

1. Identifications of tests/inspections to be conducted during execution of the Contract.
2. Hold points and witness points.
3. The list of records to be maintained.

**Hold Points**: Means a position in the execution beyond which work shall not proceed without mandatory verification and acceptance by Paradip Port Authority or his representative.

**Witness Points**: Means a position in the execution where Paradip Port Authority may exercise it's option to witness some tests for acceptance.

## 38.0 THIRD PARTY INSPECTION:

The Contractor shall avail the services of a third party, acceptable to Paradip Port Authority, if required as per the contract, and bear the cost of the Third Party inspection. The responsibility of the third party shall, inter alia, be to **ensure and certify** that the work is being executed as per the relevant standards as given in the approved QAP. Paradip Port Authority reserves the right to replace the Third party during the execution of the Contract if the third party inspection is **not satisfactory**. Additional cost, if any, for such change shall have to be borne by the Contractor.

In case of any technical dispute between the purchaser and the contractor in connection with design, construction, erection, testing etc, the matter shall be referred to the third party for a reasoned decision which shall be reviewed by Paradip Port Authority.

## 39.0 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.***

## 40.0 PURCHASER'S OBLIGATION :

i) Electricity, water and land for execution of supply, installation, commissioning of the system shall be provided to the contractor on payment of applicable tariff of PPA but during operation and maintenance of the system, PPA shall provide free electricity and water.

(ii) Upon request of the Contractor, PPA may provide Port Authority Quarters, during the period of work, subject to availability and on payment of applicable Tariff.

(iii) Administrative support only, for obtaining clearance from any statutory authority, shall be provided by Paradip Port Authority.

(iv) 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 Chief Mechanical Engineer, 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.

## 41.0 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 Engineer in Charge at the end of every month. On completion of the work under the contract, the Contractor shall submit to the Engineer 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 EIC 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.*

**42.0 VENDOR LIST:**

The Bidder, in it's technical offer, must submit a vendor list of reputed makers for various components / bought out items which is going to be followed for execution of the work. The same shall be followed only after approval of Paradip Port Authority.

**43.0 SCRAP DISPOSAL:**

Unless otherwise specified, Scope of the contractor for the scrap disposal is as under:

(a) In case of one time repair and / or replacement and /or maintenance contracts scrap generated during execution shall be the property of Paradip Port Authority.

(b) In case of operation and/or annual maintenance contracts, if the stores and spares supply is included in the scope of the contractor, then the scrap generated during the execution of the contract shall be the property of the contractor.

(c) In case of project works, scrap generated out of dismantled components /structures during the execution of the work shall be the property of the PPA. Scrap generated out of new materials supplied by the Contractor shall be the property of the contractor. Scrap generated out of new materials supplied by Paradip Port Authority shall be the property of Paradip Port Authority.

**44.0 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.

**45.0 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.

**46.0 CESS TO BE REMITTED TO THE *ODISHA* BUILDING AND OTHER CONSTRUCTION WORKERS WELFARE BOARD:**

Govt. of *Odisha* vide Resolution No.12653 dt.15.12.08 have decided to collect a Cess of 1% of the cost of construction incurred by the employer/ builder. The cost, however, would not include the cost of land and other compensation paid or payable to a worker/his kin under the Workmen's Compensation Act, 1923.

The imposition of Cess would attract incase of construction, alteration, repairs, maintenance or demolition interalia of/or in relation to the followings and such other works as may be specified by the Government:-

| | | | | | |
|---|---|---|---|---|---|
| 1) | Building | 2) | Streets | 3) | Roads |
| 4) | Railways | 5) | Air-fields | 6) | Irrigation |
| 7) | Drainage | 8) | Embankment | 9) | Navigation works |

10) Flood Control works (including storm water drainage works, generation, transmission and distribution of water)

| | | | | | |
|---|---|---|---|---|---|
| 11) | Oil and gas installations | 12) | Electric lines | | |
| 13) | Wireless | 14) | Radio | 15) | Television |
| 16) | Telephone | 17) | Telegraph & Overseas communications | | |
| 18) | Dams | 19) | Canals | 20) | Reservoirs |
| 21) | Water courses | 22) | Tunnels | 23) | Bridges |
| 24) | Viaducts | 25) | Aqueducts | 26) | Pipelines |
| 27) | Towers | 28) | Cooling towers | | |

29) Transmission towers

This, however, would further not include buildings or other constructions work to which the Factories Act, 1948 and the Mines Act, 1952 apply.

The Act applies to every establishment, which employs 10 or more workers in all the aforesaid works or has employed such number of workers on any day during the preceding 12 months.

## 47.0 INTEGRITY PACT:

For every work / procurement / contract the value of which is Rs. 5crores and above, the integrity pact agreement format as given at Appendix – 11 shall form a part of the tender document. The filled in & signed Integrity pact as per Appendix – 11 shall be prepared in Non-judicial stamp paper and submitted in original along with Technical bid in case of conventional tender by all the participating bidders . In case of e-tendering, scanned copy of filled in & signed Integrity pact as per Appendix – 11 prepared in Non-judicial stamp paper shall be uploaded along with technical bid and the original shall be submitted to Notice Inviting Tender Authority within 7days of opening of tender by all the participating bidders. The Integrity pact signed by the Purchaser and the bidder (successful bidder –Contractor) shall be made part of contract agreement.

# 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 | Acceptance |
| 8.0 | Warranty |
| 9.0 | Bar Chart |
| 10.0 | Payment Terms |
| 11.0 | Time Extensions |
| 12.0 | Termination for Default |
| 13.0 | Resolution of Dispute |
| 14.0 | Force Majeure |
| 15.0 | Insurance |
| 16.0 | Compliance with Statute, Regulations |
| 17.0 | Indemnification |
| 18.0 | Deduction |
| 19.0 | Variations in Conditions of Contract |
| 20.0 | Supply of Materials & Equipment |
| 21.0 | Idle Charges |
| 22.0 | Personal Protective Equipment |
| 23.0 | Conduct |
| 24.0 | Accident |
| 25.0 | Watch and Ward |
| 26.0 | Engineer – in – Charge |
| 27.0 | Agreement Copy |
| 28.0 | 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 Engineer for the purpose of the Contract and named as such in Special Conditions of Contract.

(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) "Drawings" means all drawings, designs and calculations and technical information of a like nature provided by the Engineer to the Contractor under the Contract and all drawings, calculations, samples, patterns, models, operation and maintenance manuals and other technical information of a like nature submitted by the Contractor and approved by the Engineer.

(o) "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 Engineer 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 Engineer 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 it's 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 **0.5%** of the contract price for a delay of one week or part thereof subject to a maximum of **10%** of the contract price. 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 it's intended purpose and can be used by the purchaser for that purpose**.**

## 7.0 ACCEPTANCE:

Upon completion of work under this contract, the Board may accept the works and/or services after installation, if defects or shortcomings are not considered essential and, the Contractor agrees to make good the deficiencies in confirmation with this contract. No work shall be accepted before the Contractor clears the site of scraps, unused materials, work shed, equipment and all such materials which were used for execution of the work and not required any more at the work site. Also, the Contractor has to submit all the documents and final "as built" drawings as per the contract agreement without which no work shall be treated as complete.

## 8.0 WARRANTY:

8.1 The warranty period shall be valid up to six / twelve months (6 months for repairs and 12 months for new works including supplied items) with effect from the date of acceptance of the work and/or services, unless otherwise specified in the scope of work / Special Conditions of Contract (SCC).

8.2 The Contractor shall warrant the Board that the goods and services under this contract will comply strictly with the contract, shall be first class in every particular case and, shall be free from defects. The Contractor shall further warrant the Board that all materials, equipment and the supplies furnished by him/her will be new and fit for their intended purposes.

8.3 The Board shall promptly notify the Contractor in writing of any claim arising under this Warranty. Upon receipt of such notice, the Contractor shall promptly repair or replace the defective goods and/or services at no cost to the Board.

8.4 If the Contractor, having been notified, fails to remedy the defects in accordance with the contract, the Board may proceed to take such remedial action as may be necessary, at the Contractor's risk and cost.

## 9.0 BAR CHART:

The Contractor shall submit a bar chart, before signing the agreement, clearly indicating the plan for timely execution of the work. The bar chart must indicate the individual activities and commencement and completion dates of each activity. The bar chart shall be used for monitoring the progress of the work.

**10.0 PAYMENT TERMS:**

10.1 Completed Bill Entry Format issued by the Engineer In-charge and the warranty certificate issued by the Contractor along with the GST Registration Certificate shall be attached to the bills.

**10.1.1 Interim / Running Bill:**

**10.1.1.1** The bills will be submitted by the contractors/vendors preferably on monthly basis and on achieving 10% of contract value unless/otherwise specified.

**10.1.1.2** **(i)** If any bill can be passed partly withholding the portion where clarification is required, the same will be done without returning the bill to the contractor/vendor. Payment against agreed and admissible part may be processed as per the laid down procedure.

**(ii)** Payment can be made on pro-rata basis.

**10.1.1.3** The interim / RA bills will be released within 15 working days after deduction of security deposit as per Clause No. 14 of ITB unless otherwise any objection to such bill is raised by the Dept.

**10.1.2 Final Bill:**

**10.1.2.1** Final bill is to be submitted by the contractor/vendor within three months from the date of completion of the contract.

**10.1.2.2** The delay in submission of Final bill by the parties may be condoned for further period of three months by Chief Mechanical Engineer and beyond that by Chairman, PPA in genuine cases.

**10.1.2.3** The final bill of the contractor will be released within 30 working days from the receipt of the bill.

**10.1.3** Payment shall be made only for the actual quantity executed.

**10.1.4** The payment to the Contractor shall be made through electronic payment, subject to the required data being 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.

**10.2 STAGE PAYMENT:**

Stage payment may be made, where not originally provided for, only when the work has been delayed because of non-availability of work fronts and any other cause beyond the reasonable control of the Contractor, up to 75% of the payment due to the Contractor for completed portion of the work and for the goods which has been already delivered at the site against BG of an equivalent amount with mutually agreed valid period as per Appendix-12.

**10.3 ADVANCE PAYMENT**:

Provision of Mobilization Advance should essentially be need-based. Paradip Port Authority reserves the right to provide mobilization advance on case to case basis which will be defined in Special Condition of Contract or clarifications issued to pre-bid queries. Otherwise Advance payment will not be entertained.

The Mobilization advance limited to 10% of the contract amount (Excluding the O&M component, if any in the BOQ) may be made as per the following terms and conditions provided the Contractor

a. Makes a written request to avail advance payment with a refund plan.

b. Submits an irrevocable Bank Guarantee from a schedule bank at least of 110% of the advance amount in the prescribed format valid till 30 days after the agreed date of completion of the work. The Contractor may submit Part 'Bank Guarantees' (BGs) against the mobilization advance in as many numbers as the proposed recovery instalments and should be equivalent to the amount of each instalment. This would ensure that at any point of time even if the contractor's money on account of work done is not available with the organization, recovery of such advance could be ensured by encashing the BG for the work supposed to be completed within a particular period of time.

c. Agrees to pay interest of 14% (to be stipulated depending on the prevailing rate at the time of issue of TCN). The interest on the advance shall be calculated from the date of payment to the date of recovery, both days inclusive.

d. Agrees to receive advance in not less than two instalments.

e. Agrees to refund the advance amount as per the approved refund plan which will be commenced after 10% of work is completed and the entire amount together with interest shall be recovered by the time 80% of the work is completed.

f. Agrees to furnish utilization certificate for the mobilization advance. Subsequent instalments should be released after getting satisfactory utilization certificate from the contractor for the earlier instalment.

## 11.0 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.

## 12.0 TERMINATION FOR DEFAULT:

12.1 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.

12.2 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.

12.3 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.

12.4 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.

12.5 *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.*

**13.0 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 CME, PPA for amicable settlement. However, in case of failure of negotiation between the CME 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.

**14.0 FORCE MAJEURE:**

14.1 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.

14.2 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 endeavor 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.

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

## 15.0 INSURANCE:

15.1 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.

15.2 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.

## 16.0 COMPLIANCE WITH STATUTES, REGULATIONS:

16.1 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.

**16.2 OBSERVANCE BY SUB-CONTRACTORS**

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

**17.0 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.

**18.0 DEDUCTION:**

18.1 Deduction of taxes at source shall be made from the bill of the Contractor in accordance with the prevailing rules of Paradip Port Authority.

18.2 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 Engineer In-charge (EIC) shall be conclusive.

18.3 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.

## 19.0 VARIATION IN CONDITIONS OF CONTRACT :

In case of any variation in Instructions to Bidders (ITB), General Conditions of Contract (GCC) and Special Conditions of Contract (SCC), the Special Conditions 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.

## 20.0 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.

## 21.0 IDLE CHARGES:

All efforts shall be made for timely supply of materials and/or equipment where it is included in the scope of Paradip Port. However, the Contractor shall not be entitled to any idle charges for delay in supply of materials and/or equipment by the Port Authority. Further, in case of any delay due to stoppage of work ordered by the Port Authority to avoid interruption in other important activities of Port Authority, the Contractor shall not claim any idle charges.

## 22.0 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.

## 23.0 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.

## 24.0 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 Engineer In charge giving all the details. He/ She shall also provide additional information about the accident as requested by the EIC.

## 25.0 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.

## 26.0 ENGINEER INCHARGE: (EIC)

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

## 27.0 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.

## 28.0 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 E & M 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 Executive Engineer Signature of the Engineer Incharge

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 ----



[Last modified date 07.04.2022]

**APPENDIX – 1 (2 of 2)**

# BILL ENTRY FORMAT FOR E&M 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. |
|---|---|---|---|---|

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)** | - Required/Not Required<br>- If required, please indicate Enclosed as per Clause No. 2 of ITB / Not enclosed |
| 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<br>b) PAN No._____ |
| 02 | Bidder's ESI Registration Certificate | a) Enclosed/Not enclosed<br>b) Code No._____ |
| 03. | Bidder's EPF Registration Certificate | a) Enclosed/Not enclosed<br>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<br>b) Code No._____ |
| 06. | TDS Certificate, if any | a) Required/Not Required<br>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.

Authorised Signature of the Bank

Date: Name & Address:



[Last modified date 07.04.2022]

**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.

Authorised Signature of the Bank
Date: Name & Address:



[Last modified date 07.04.2022]

**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: _____

**APPENDIX- 07**

# CORPORATE PERFORMANCE GUARANTEE

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

(Name of the Firm), having their Head Office at ……, hereinafter called as "the Contractor" do hereby offer guarantee to Paradip Port Authority, Paradip herein called Paradip Port Authority for supply of goods and services as specified in the Purchase/Work Order No…….. for satisfactory performance for a period of ___years from the date of acceptance subject to the following conditions in addition to the clauses/conditions mentioned in the above purchase/work order and subsequent revision.

1. The Guarantors obligation under this guarantee shall be to repair all defects with material and labor free of charge during the guarantee period of ___ years. "Defects" during the guarantee period shall mean as under:
   a)
   b)
   c)
2. The guarantee shall commence on the date of acceptance of the goods and services as specified in the contract agreement.
3. The defects shall be rectified by appropriate as deemed necessary so as to meet the specifications and/or instructions of the Engineer – in – Charge so that the repair work shall not show any defects as defined above within guarantee period.
4. The guarantor shall rectify the defects within four weeks from the date of receipt of the notice from the owner giving brief details of the nature of the defects, unless otherwise specified.
5. If the guarantor fails to perform his obligation as per this guarantee, PPA reserves the right to rectify the defects by another agency at guarantors risk and cost.
6. The guarantor shall have no liability under this guarantee for the following:
   a) Damage caused by physical abuse, fire, explosion, accident.
7. Force Majeure: The Guarantor(s) obligations are automatically waived and void to the extent that it becomes unreasonably difficult or impossible to carry out the claims procedure or repair as a consequence of strikes, war, invasion, acts of terrorists or foreign enemies, hostilities( whether war be declared or not), civil war, rebellion, revolution, insurrection, military or power, confiscation or nationalization or requisition or destruction of damage to property by or under the order of any Government or Authority and to the extent that loss or damage is directly or indirectly caused by such circumstances.

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

Corporate Seal: Authorised Signatory
Date:

**APPENDIX - 08**

## 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 Engineer 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)

**********

**APPENDIX – 09**

## 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 Engineer 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)

**APPENDIX – 10**

# 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

Chief Mechanical Engineer,
Paradip Port Authority.
For & on behalf of the Authority Board,

PPA.

Witnesses: 1)
2)

| | |
|---|---|
| Finance Vetting: | UOI No.1958/FA dtd.06.10.2010 |
| Legal Vetting: | UOI No. 807/DS(law) dtd. 09.10.2010. |
| Admn. Approval: | Approval dtd. 21.10.2010 vide UOR No. 4567/CD dtd. 11.10.2010. |
| File No.: | EM/PD/08/2008 |

**APPENDIX – 11**

# INTEGRITY PACT

Paradip Port Authority (PPA) hereinafter referred to as "The Principal" , which includes Purchaser / employer.

And

…….hereinafter referred to as "The Bidder / Contractor"

**Preamble**

The Principal intends to award, under laid down organizational procedures, a contract for < **nature of contract, in brief** >. The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources, and of fairness/ transparency in its relations with its Bidder (s) and / or Contractor(s).

The Principal will nominate an Independent External Monitor (IEM) by name at the tender stage / will appoint in case of receipt of any reference, from the panel of IEMs, for monitoring the tender process and the execution of the contract in order to ensure compliance with the Integrity Pact by all the parties concerned.

**Section –1 Commitments of the Principal / Purchaser / Employer :**

1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles :-

   (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept , for self or for third person, any material or non material benefit which the person is not legally entitled to.

   (b) The Principal will, during the tender process treat all bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not pride to any Bidder confidential / additional information through which the Bidder (s) could obtain an advantage in relation to the tender process or the contract execution.

   (c) The Principal will exclude from the process all known prejudiced persons.

2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC /PC Act, or if there be a substantive suspicion in this regard, the Principal will inform Chief Vigilance Officer of PPA and in addition can initiate disciplinary action.

**Section 2 – Commitments of the Bidder(s) / Contractor (s) :**

(1) The Bidder (s) / Contractor (s) commits to take all measure necessary to prevent corruption. He commits to observe the following principles during his participation in the tender process and during the contract execution.

(a) The Bidder (s)/ Contractor (s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to , in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract or to vitiate the Principal's tender process or contract execution.

(b) The Bidder(s) / Contractor (s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the biding process or to vitiate the Principal's tender process or execution of the contract.

(c) The Bidder(s)/ Contractor(s) will not commit any offence under the IPC /PC Act; further the Bidder (s) / Contractor(s) will not use improperly, for purposes of competition of personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship regarding plans, technical proposal and business details including information contained or transmitted electronically.

(d) The Bidder(s) / Contractor (s) of foreign origin shall disclose the name and address of the Agent (s) / representative (s) in India, if any. Similarly, the Bidder(s) / Contractor (s) of Indian nationality shall furnish the name and addresses of foreign supplier/ contract Agency, if any. Further details, as mentioned in the *Guidelines on Indian Agents of Foreign "Suppliers/Contract agencies",* shall be disclosed by the Bidder(s) / Contractor (s) wherever applicable. Further, as mentioned in the guidelines, all the payments made to the Indian agent(s) / representative (s) have to be in Indian Rupees only.

***Copy of the guidelines on Indian Agents of Foreign "Suppliers / Contract agencies" is enclosed.***

(e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made or committed to or intends to make to the agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder (s) / Contractor (s) will not instigate third person to commit offences outlined above or be an accessory to such offences.

**Section 3 - Disqualification from tender process and exclusion from future contracts :**

(1) A transgression is considered to have occurred, if the principal after due consideration of the available evidence, concludes that reasonable doubt is possible.

(2) If the Bidder(s) / Contractor (s), before award of contract or after award of contract has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) from the tender process or to terminate the contract, if already awarded, for that reason, without prejudice to other remedies available to the principal under the relevant GCC of the tender / Contract.

(3) If the Bidder(s) / Contractor(s) has committed transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability of credibility into question, the Principal is entitled also to exclude the bidder / contractor from future tenders/ contract award processes. The imposition and duration of the exclusion will be determined by the principal keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company hierarchy of the bidder / contractor and the amount of the damage.

(4) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the contractor has committed a transgression through a violation of any of the terms under Section 2 above during the execution of contract, the Principal is entitled to exclude the contractor from future tender/ contract award processes.

(5) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.

(6) If the Bidder/ contractor can prove that he has restored / recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion before the expiry of the period of such exclusion.

**Section 4 – Compensation for Damages :**

(1) If the Principal has disqualified the bidder from the tender process prior to the award in accordance with *Section 3* above, the Earnest Money Deposit (EMD) furnished, if any, along with the offer as per the terms of the Invitation to Tender (ITT) shall be forfeited. This is apart from the disqualification of the Bidder as may be imposed by the Principal as brought out at *Section 3* above.

(2) If the Principal has terminated the contract in accordance with Section 3 above, or if the Principal is entitled to terminate the contract in accordance with Section 3 above, the Security Deposit / performance bank guarantee furnished by the contractor, if any, as per the terms of the ITT / Contract shall be forfeited without prejudicing the rights and remedies available to the principal under the relevant General Conditions of contract.

This is apart from the disqualification of the Bidder, as may be imposed by the Principal , as brought out at Section 3 above.

**Section 5 – Previous transgressions:-**

(1) The Bidder declares that, to the best of his knowledge, no previous transgression occurred in the last three (03) years with any other company in any country conforming to the anti-corruption approach or with Government / any other public sector enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process. The contract, if already awarded, can be terminated for such reason.

**Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors :-**

(1) The Bidder (s) / Contractor (s) undertakes to demand from all his subcontractors a commitment in conformity with this Integrity pact, and to submit it to the Principal before seeking permission for such subcontracting.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

**Section 7– Criminal charges against violating Bidder(s) / Contractor (s) / Subcontractor(s)**

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Subcontractor or of any employee or a representative or an associate of a Bidder/ Contractor/ Sub-contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to CVO of PPA.

**Section 8 – Independent External Monitor(s) (IEMs)**

(1) The Principal appoints competent and credible Independent External Monitor (s) (IEMs) with clearance from Central Vigilance Commission and Transparency International (India). IEMs reviews independently, the cases referred to him/them to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.

(2) In case of non compliance of the provisions of the Integrity Pact, the complaint/ noncompliance is to be lodged by the aggrieved party with the Nodal Officer only appointed by Chairman, PPA. The Nodal Officer shall refer the complaint / non compliance so received by him to the IEM, already appointed or to be appointed for that case.

(3) The IEM is not subject to instructions by both the parties and performs his functions neutrally and independently. The IEM (s) will submit report to the Chairman, PPA.

(4) The Bidder(s) / Contractors (s) accepts that the IEM has the right to access without restriction, to all tender/ contract documentation of the Principal including that provided by the Bidder/ Contractor. The Bidder/ Contractor will also grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his tender/ contract documentation. The same is applicable to subcontractor also. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/subcontractor(s) with confidentiality.

(5) The Principal will provide to the IEM sufficient information about all meetings among the parties related to the tender/contract for the cases referred to IEM, provided such meetings could have an impact on the contractual relations between the Principal and the contractor. The parties offer to the IEM the option to participate in such meetings.

(6) As soon as the IEM notices, or believes to notice, a violation of this pact, he will so inform the Principal and request the Principal to discontinue or take corrective action or to take other relevant action. The IEM can in this regard submit non binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The IEM will submit a written report to the Chairman, PPA within four (04) to six (06) weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for corrective actions for the violations or the breaches of the provisions of the agreement noticed by the IEM.

(8) IEM may also submit a report directly to the CVO of PPA and the Central Vigilance Commission, in case of suspicion of serious irregularities attracting provisions of the IPC / PC Act.

(9) Expenses of IEM shall be borne by PPA as per terms of appointment of IEMs.

(10) The word "Monitor" means Independent External Monitor and would include both singular and plural.

**Section 9 – Duration of the Integrity Pact:**

(1) This Pact comes into force upon signing by both the Principal and the Bidder/Contractor. It expires for the contractor twelve (12) months after the payment under the contract, and for all unsuccessful Bidders, six(06) months after the contract has been awarded and accordingly for the Principal after the expiry of respective periods stated above.

(2) If any claim is made/lodged during the valid period of the IP, the same shall be binding and continue to be valid even after the lapse of this pact as specified above, unless it is discharged/ determined by the Chairman, PPA.

**Section 10 – Other provisions:-**

(1) This agreement is subject to India Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e Chairman, Paradip Port Authority , State of Orissa, India.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements to this pact have not been made.

(3) If the contractor is a partnership firm/ consortium, this agreement must be signed by all partners / consortium members or their Authorized Representative (s) by duly furnishing Authorization to sign Integrity Pact.

(4) Should one or several provisions of this agreement turnout to be invalid, the remaining part of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

(5) Wherever he or his is indicated in the above sections, the same may be read as he/she or his/her, as the case may be.

**(For & on behalf of the Principal)**

**(Office Seal)**

**Place……**
**Date……**

**(For & On behalf of Bidder / Contractor)**

**Witness 1 :**
**(Name & Address )**

**Witness 2 :**
**(Name & Address )**

## GUIDELINES FOR INDIAN AGENTS OF FOREIGN "SUPPLIERS / CONTRACT AGENCIES"

1.0 There shall be compulsory registration of Indian agents of foreign suppliers/ contract Agencies with PPA in respect of all global (Open) Tenders and Limited Tenders. An Agent who is not registered with PPA shall apply for registration in the prescribed Application form (Annexure – I).

1.1 Registered agent needs to submit before the placement of order by PPA, an Original certificate issued by his foreign supplier / contract Agency (or an authenticated Photostat copy of the above certificate duly attested by a Notary Public) confirming the agency agreement and giving the status being enjoyed by the agent along with the details of the Commission / remuneration / salary/ retainer being paid by them to the agent (s).

1.2 Wherever the Indian representative has communicated on behalf of their foreign supplier/ contract agency and/or the foreign supplier/contract agency have stated that they are not paying any commission to their Indian agent(s) but paying salary or retainer, a written declaration to this effect given by the foreign supplier/contract agency should be submitted before finalizing the contract.

2.0 **DISCLOSURE OF PARTICULARS OF AGENT(S)/ REPRESENTATIVE(S) IN INDIA , IF ANY**

2.1 Bidders of foreign nationality shall furnish the following details in their quotation/bid.

2.1.1 The name and address of their agent(s)/ representative (s) in India, if any, and the extent of authorization and authority given to them to commit them. In case the agent (s) / representative (s) is a foreign company, it shall be confirmed whether it is a really substantial Company and details of the Company shall be furnished.

2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agent(s) representative (s) in India.

2.1.3 Confirmation of the Bidder that the commission/ remuneration if any, payable to his agent(s)/ representative (s) in India shall be the responsibility of the bidder for which the bidder may keep such provision included in the price bid and make the payment to the agent/representative directly in Indian currency only. The Port Authority shall in no case shoulder the responsibility for payment of such commission/ remuneration to the agent/representative, if any, in India.

3.0 **DISCLOSURE BY INDIAN AGENT(S) OF PARTICULARS OF THEIR FOREIGN SUPPLIERS/CONTRACT AGENCY AND FURNISHING OF REQUISITE INFORMATION :**

3.1 **Bidders of Indian Nationality shall furnish the following details/ certificates in/along with their offers.**



[Last modified date 07.04.2022]

3.1.1 The name and address of foreign supplier/contract agency indicating their nationality as well as their status, i.e , manufacturer or agent or manufacturer holding the Letter of Authority.

3.1.2 Specific authorization letter by the foreign supplier/contract agency authorizing the agent to make an offer in India in response to tender either directly or through their agent(s)/representative(s) .

3.1.3 The amount of commission/ remuneration included for bidder in the price(s) quoted.

3.1.4 Confirmation of the foreign supplier/contract agency that the commission/remuneration, if any, reserved for the bidder may be paid to the bidder himself in India in equivalent Indian currency. The Port Authority shall in no case shoulder the responsibility for payment of such commission/ remuneration, if any.

4.0 In either case, in the event of materialization of contract, the terms of payment will provide for payment of the commission/ remuneration payable, if any, to the agent(s)/ representative(s) in India in Indian Rupees, as per terms of the contract.

4.1 Failure to furnish correct information in detail, as called for in para 2.0 and/or 3.0 above will render the bid concerned liable for rejection or in the event of materialization of contract; the same is liable for termination by PPA. Besides this, other actions like banning business dealings with PPA, payment of a named sum etc., may also follow.

*****

**Annexure-I**

# PARADIP PORT AUTHORITY

## APPLICATION FORM FOR REGISTRATION OF INDIAN AGENTS

IMPORTANT INSTRUCTIONS:

1. Indian Agents representing a Foreign Supplier in tenders of Paradip Port Authority (PPA) shall submit application in the format for registration. It shall be valid for the contract, If (awarded) finalized on the Foreign Supplier, which the agent represents.

2. No Indian Agent shall be permitted to represent more than one Foreign Supplier in a Tender

3. Full and unambiguous reply to each query must be given or else application may not be processed at all.

4. Wherever necessary extra sheet can be attached and mention of this may be made against the appropriate column of the application.

REF. NO. : _____
(Not to be filled by Applicant)



[Last modified date 07.04.2022]

# PARADIP PORT AUTHORITY

## PART – I

1. Name of the firm :

2. Date of incorporation :
(DD MM YY)

3. Address of the Registered Office :
Pin Code
Tel No.
Fax No.

4. Address of the Head Office :
Pin Code
Tel No.
Fax No.

5. Address of the Branches :
Pin Code
Tel No.
Fax No.

6. If you are registered with DGS&D, give registration No.

## PART – II

Status of Firm & Company :
(Put a tick mark to whichever is applicable)

1. Proprietorship concern
2. Partnership concern
3. Private Limited
4. Public Limited
5. Central Govt. Undertaking
6. State Govt. Undertaking

(Detailed structure of your firm or company may be furnished at Appendix "A")

# PARADIP PORT AUTHORITY

## PART – III

a. Name of the Principal :
(Whose agent is seeking registration)

b. Address
Pin Code :
Tel No. :
Fax No. :

c. i Details of the agreement / contract with principal.

ii Are you sole selling agent for the principal : Yes / No
(If yes, furnish copy of valid agreement duly attested)

a. Date of appointment as sole selling agent

b. Date up to which appointment is valid

c. Percentage of commission

d. Whether the agent has the authority to commit and sign on behalf of the Principal : Yes / No

iii. Whether you are prepared to quote and receive payment in Indian Rupees : Yes / No

iv. Do you have facility to offer after sales service? : Yes / No
If yes, give details of facilities at Appendix 'B'

v. Have your firm/partners/proprietors/ directors have business in the past with :
a. PPA : YES / NO
b. DGS&D : YES / NO
c. Any other : YES / NO
Govt. Dept.
(If yes, give details at Appendix 'C')

Place :
Date :

Signature of the Applicant
Proprietor / Partner / Director



[Last modified date 07.04.2022]

**APPENDIX - A**

# PARADIP PORT AUTHORITY

**STATUS OF THE FIRM:**

1. Is your firm incorporated under the Companies Act or any other law. If so specify.

2. Is your firm registered under the Indian Partnership Act 1932

3. If Company registered under the Indian Companies Act, I of 1956, State :

a) Name in which it is registered (Furnish Articles of Association and Memorandum)
b) The place at which registered along with registration
c) Registration Certificate No. & Date of Registration (True copy authenticated by a Notary Public to be furnished).
d) Whether Private of Public Limited
e) Authorized Capital of the Company
f) Issued / Subscribed Capital
g) Paid-up Capital
h) Place from which business is carried on
i) Income-Tax Circle/Ward/District in which the company assessed for Income-Tax and GIR.PAN NO.
j) Managing Director / Whole time Director / Manager-Name & Address
k) Board of Directors (Name & Address)
l) If a subsidiary of an Indian or Foreign / Holding Company.
m) Full details of any other companies in India of the parent / holding Company
n) Details of other companies in which the Directors have financial interest or are represented on the Boards.

**PARTNERSHIP FIRMS:**

a) Whether the firm is registered under the India Partners hip Act, 1932 or any other Act, requiring the registration of the firm/partnership.

b) Name and / or style in which it is registered.

c) Name and address of the Registrar with whom registered

d) Date of such registration and number and date of Registration Certificate

e) Name and addressed of all partners with the extent of share held by each partner
f) Place from which the business of partnership is carried on.

g) i. Whether in accordance with the partnership deed, any one partner has been authorized to sign and represent the firm in all contractual matters including power to refer the cases to arbitration ?

If so, furnish one copy of partnership deed duly authenticated by a Notary Public.

ii. If the answer is negative, whether a separate power of attorney exists in favour of any particular partner to perform such functions. In such a case, a copy duly attested by a Notary Public should be submitted.

h) Whether Income-Tax has been paid by each partner during all the previous years.

i . Income-Tax Circle/Ward/District in which the partnership assessed

ii . Income-Tax Circle/Ward/District in which the partners are separately assessed with PAN/GIR No.

iii . Whether partners have any connection with other Undertaking / Firm. If so, full details to be given indicating names, address of the undertaking, the extent of shares etc.

**PROPRIETORSHIP FIRM AND OTHERS :**

a) Name and / or Style of the firm.
b) Proprietor's name and address.
c) Full details of other undertakings owned/controlled by the proprietor.
d) Name and Style in which business is carried out.
e) Place from where business is carried out.
f) Names and addresses of all members/co-partners, with nature and extent of their interest. (In the case of a joint family, information on all persons to be given).
g) Income-Tax Circle/Ward/District in which the concern and it's proprietor member/co-partners are assessed for Income-tax with PAN/GIR No. of each person.
h)

i. Whether the applicant firm, Directors/Partners were at any time prosecuted for any offence by any court for Civil/Criminal/Economic offences.

ii. If yes, give details of offence and penalty.

**APPENDIX B**

## DETAILS OF AFTER SALES SERVICE :

a. Name and address of branches in India where such facilities are available.
b. Manpower details indicating :

i. Total :

ii. Qualification of each :

iii. Work Experience of each :

iv. Arrangement to supply the equipment and spare parts :

v. Extent of stock and value maintained.

**APPENDIX C**

# PARADIP PORT AUTHORITY

## DETAILS OF BUSINESS DONE WITH PARADIP PORT AUTHORITY OR ANY OTHER GOVT. DEPT. IN THE PAST

1. Are you already registered with any of the PSUs / Govt. Depts.? If yes, please furnish details of Registration.

2. Are you doing business with Paradip Port Authority under any other name ? If so, give details.

3. Have the Partners / Proprietors / Directors of your firm done business with Paradip Port Authority in the past? If so, indicate name and addresses, and the contract / relevant reference number & dates.

4. Have you executed any order placed on you by Paradip Port Authority or any other department of the Govt. of India in the last three years? If so, details to be furnished.

1) I _____Son of _____ certify that the agency agreement is current and that the applicant firm has no other agreement with any of its Principals for payment of commission other than what is stated herein either abroad, or in India in foreign currency.

2) I also certify that I am duly authorized to submit this application on behalf of the firm proprietor / authorized partner / authorized constituted attorney.

3) I confirm that in the event of any change in agency agreement, termination of the agreement and / or change in the management of the applicant firm, the same will be duly intimated to Paradip Port Authority within 15 days of such change.

(Signature of the applicant)
Proprietor / Authorized Partner / Director

Witness by (1)
(2)

Date:

# PARADIP PORT AUTHORITY

## DOCUMENTS TO BE ENCLOSED WITH THE APPLICATION FORM

**(Check List)**

**1. Copy of the valid agreement with the foreign principal duly attested by a Notary Public. Agreement should invariably include the following:**

a. Date of appointment of the Indian Agent.
b. Date up to which appointment is valid.
c. Percentage of commission.
d. If the Indian Agent has the authority to commit, sign on behalf of the principal.
e. Indian Agent / Agency commission in rupees only.
f. Area/Place for which agreement is valid.
g. Stores / Item included in the agreement.

**2. Documentary proof of the status of the firm:**

**a. For the Limited Companies :**

i. Copy of the Memorandum and Articles of the Association duly notarized.
ii. Copy of the Certificate of incorporation, authenticated by Notary Public.
iii. General Power of Attorney in respect of officer, if any.

**b. Partnership Firms:**

i. Copy of Partnership deed fully authenticated by Notary Public.
ii. Power of Attorney in respect of Partner, if any, duly notarized.
iii. Certified copy of Entry in for 'a'.

- Copy of Income-Tax Clearance Certificate.
- Copy of Balance Sheet.
- Affidavit of banning on non-judicial stamp paper of Rs.5/- duly notarized (sample enclosed).

Performance against orders placed by DGS&D / Central Govt. Dept./ State Govt. Depts./Public Sector Undertaking, if any. (To be executed on Non Judicial Stamp Paper and attested by a Notary Public or 1sr. Class Magistrate).

# PARADIP PORT AUTHORITY

## AFFIDAVIT

I/We_____son of
_____am / are Proprietor/ Partner / Directors of
M/s._____
with their registered office at _____.

I/ We solemnly affirm that there has been no change in the address of our firm/ or factory / bankers / in the constitution of the firm / in the plant and machinery installed in the factory / and in the line of products being manufactured by the firm or reduction / changes in technical personnel, quality control arrangements since the date of grant of last registration by Paradip Port Authority.

The information given above are true to the best of my / our knowledge and belief.

Signature of Deponent(s)
Firm's Company Seal

Place:
Date:

Sworn / Affirmed before a Notary public or 1st Class Magistrate on the
_____ day of _____20

Note : Please strike out the entries which are not applicable. The changes, if any, should be indicated in your forwarding letter.

# PARADIP PORT AUTHORITY

## Agents / Agency Particulars Register

Firms Represented by M/s. Code :

| Vendor Code<br>(1) | Supplier's Name<br>(2) | Remarks<br>(3) |
|---|---|---|
| | | |
| | | |

List consolidated as above shall be communicated periodically to ENFORCEMENT DIRECTORATE / MHRD.

**APPENDIX – 12**

# BANK GUARANTEE FORMAT FOR STAGE PAYMENT

( To be used only where payment against BG 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 " *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 payment and up to _____ (the period is to be mentioned as per the relevant terms and conditions of the Contract).

The work order no. must be used for all correspondences on this Bank Guarantee.

Yours truly,

Signature and Seal _____
Name of Bank/
Date: _____

(Finance Vetting: UOI 1829/FA dtd.16.09.2010 & Approval by Chairman dtd.16.09.2010, File No. EM/PD/08/09)

**APPENDIX - 13**

# STANDARD FORMAT FOR JOINT VENTURE/CONSORTIUM AGREEMENT (TO BE EXECUTED ON Rs.100/- NON-JUDICIAL STAMP PAPER)

(Legal Vetting: UOR 352/DCLO dtd.05.04.13, Finance Vetting: UOI.2082/FA dtd.04.06.13, Admn Approval:UOR.1714/CD dtd.04.06.13)

This Joint Venture / Consortium Agreement (herein after called the "Agreement") made and entered into on this ……day in the month of ……and year… by and among :-

Name and address of the leading member herein after called ……., which expression shall include its successor, legal representatives and permitted assignees, for the purpose of this agreement shall hereinafter be called "leading member ".

And Name and address of the other member herein after called ……., which expression shall include its successor, legal representatives and permitted assignees, for the purpose of this agreement shall hereinafter be called "Principal foreign/ local member ".

Whereas Paradip Port Authority (herein after referred to as "Purchaser" invites sealed offers for the work "……." and whereas the members, in consideration of their complementary technical and commercial resources and capabilities, intend to co-operate and join efforts to prepare and submit a bid for the project.

In consideration of the aforesaid, the members wish to establish and record the preliminary principles of their co-operation in this Agreement.

M/s ……would be the leader of the Joint Venture/Consortium and M/s ……would be a member of the Consortium. All the correspondences shall be made with the lead member and the Work Order will be issued in favour of the lead member on behalf of the joint venture/consortium. Payment for the work shall be made in favour of the lead member of the joint venture.

Now therefore, the members hereto in consideration of their mutual covenants hereinafter set forth and intending to be legally bound hereby, agree as follows:-

## 1. DEFINITION :

1.1. "Contract" shall mean the contract signed between the Purchaser and the Joint Venture / Consortium for the execution of the project.

1.2 "Bid" shall mean the bid to be submitted by the Lead Member on behalf of the Joint Venture/Consortium to the Purchaser in accordance with this agreement.

## 2. CO-OPERATION:

2.1 Subject to the terms and conditions of this Joint Venture/Consortium agreement, the members agree to co-operate with each other on an exclusive basis in the preparation and submission of bid for the project, and if the contract is awarded, for satisfactory implementation of the project. The mode of co-operation shall be in accordance with clauses laid herein.

2.2 The members agree to co-operate fully with each other to ensure a smooth and timely progress towards satisfactory completion of bid submission, to do all the things necessary to assist each other and to provide mutual disclosure of relevant knowledge so as to procure the award of the contract from the Purchaser. The members also undertake not to participate in the subject tender either in individual capacity or with any other joint venture/consortium. In case of any violation, Paradip Port Authority reserves the right to reject their bids and forfeit their EMD.

## 3. SCOPE OF WORK AND PREPARATION OF BID:

3.1 The general and tentative Scope of Work of the members is outlined as under:-

Scope of Work of the project to be performed by the members.

| Sl. No. | Item of works | To be executed by the Lead Member M/s……. | To be executed by the Member M/s……. | To be executed by the Member M/s……. |
|---|---|---|---|---|
| | | | | |

3.2 The Members acknowledge that competitive pricing is a critical element in achieving a successful outcome of this co-operation and shall use their best efforts to ensure that the prices submitted will be competitive.

## 4. MODE OF CO-OPERATION:

4.1 M/s …… shall be the Leader of the Consortium and shall submit the bid to the Purchaser. The bid document shall be binding on all the members of Joint Venture/Consortium. Based on the requirement of the enquiry issued by the Purchaser, the other members shall submit its price and technical and commercial documents to the Leader for its part of Scope of Work before submission of final price bid. However, the Leader shall be entitled to modify the scope and / or price after consulting with the other members. The other members shall revise their prices and technical and commercial documents accordingly, if necessary. The revised price submitted by the other members shall be subject to the Leader's final confirmation, which shall constitute the final price for performance of its scope of work.

4.2 Once the Purchaser decides to enter into a contract with the Joint Venture/Consortium, prior to signing the contract, a detailed internal agreement, in line with the principle of this agreement, shall be signed which shall include without limitation, the scope and price, the obligation , responsibilities and liabilities of each member.

4.3 The Scope of Work for the Project will be divided between the members as per Clause 3.1. The Members shall be responsible for the performance of their respective parts of the Scope of work in accordance with the internal agreement. However, all the Members shall be jointly and severally liable to the Purchaser for successful completion of the Scope of Work as per terms and conditions under the Contract.

4.4 After award of the Contract, the Leader shall appoint a representative as Project Manager. Other members (……..) shall submit a general authorisation document, giving the Project Manager all authority necessary to act on the Consortium's behalf under the Contract. The Project Manager shall consult with the Members for those parts under Scope of Work of the Members. The lead partner shall be solely responsible for project management of work.

4.5 The Members shall be individually responsible for the guarantee and performance of their respective parts of the Scope of Work. When required, performance guarantee and other guarantees shall be supplied by each Member in proportion to their actual contract amount under the Contract.

4.6 The Agreement shall not be assignable to 3rd party without the prior permission of Paradip Port Authority.

4.7 After award of the Contract, the Members shall perform their respective parts of the Scope of work in accordance with the internal agreement and the Contract. Neither member shall withdraw from the Consortium without the prior approval of the other Members of the Joint Venture/Consortium agreement in writing. In the event of default by any member, the defaulting member shall be responsible to compensate the other members of the Joint Venture/Consortium agreement for any loss incurred thereof.

4.8 The agreement shall not, in any way, constitute an association of partnership agreement and the association of persons.

4.9 The Members shall abide by the requirements and stipulations of the Bidding document and the Contract.

**5. COST**

Each Member shall bear its own expenses incurred in connection with the performance of its obligations under this agreement including submission of the bid.

## 6. DISPUTE RESOLUTION

The Members shall endeavour to resolve any dispute arising out of or in connection with this agreement among themselves through amicable negotiations. Any such dispute including any question regarding the existence, validity or termination of the agreement which the Members are unable to resolve between themselves, shall be referred to and finally be settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996 with an arbitral tribunal comprising of three members and proceeding thereof shall be in English Language. Award of arbitrators shall be final and binding to all the Members and shall not be further challenged in the Court of law. The venue of arbitration shall be Cuttack / Bhubaneswar, Odisha.

## 7. TERMINATION

This agreement shall come into force on the date of signing of the same and valid till Time of Completion of the Project period. This agreement shall expire upon the date of occurrence of any one of the following events, which ever shall occur first:

a) Project is officially called off by the Purchaser.

b) The Purchaser has awarded the Contract for the Project to any other Bidder;

c) The completion of the Scope of Work and its obligations and liabilities of the members under this agreement and the Contract ;

d) Become insolvent or bankrupt, or enter into a temporary receivership with any creditors or enter into compulsory or voluntary liquidation (except for purposes of recovery)

## 8. CONFIDENTIALITY

The Members hereto agree and undertake that all information and details, whether written or oral, including but not limited to drawings, designs, information and data, in connection with the Project shall not be disclosed to any other third party without prior written consent of the other members of the agreement except for this agreement.

## 9. HEADINGS

The heading of this agreement is solely for reference and has no legal effect whatsoever and shall not in any way affect the interpretation or constitution of this agreement.

## 10. FORCE MAJEURE

No Party shall be liable for any failure to perform its obligations under this agreement if the failure results from events under Force Majeure. For the purpose of this agreement, such events shall include, without limitation, strikes, lockouts, riots, civil disturbances, action or inaction of governmental authorities, epidemics, wars, embargoes, acts of God or other catastrophes.

## 11. MISCELLANEOUS

This agreement will conform to all relevant Indian laws and regulations. Any difference that may exist will be negotiated in good faith and will not impact the effectiveness of the other clauses.

IN WITNESS WHEREOF, the Members hereto have caused their respective duly authorized representatives to execute this agreement the day and year first above written.

SIGNED BY

| | |
|---|---|
| **For and On Behalf of** | **For and On Behalf of** |
| **M/s …….** | **M/s …….** |
| **(Authorised Signatory)** | **(Authorised Signatory)** |
| Name: | Name: |
| Common Seal of the Company | Common Seal of the Company |

**APPENDIX - 14**

# 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 -15**

## FORMAT FOR REFUND OF EMD FOR THE E-TENDERING IN E&M 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



[Last modified date 07.04.2022]