PARADIP PORT AUTHORITY

MARINE DEPARTMENT

e-TENDER DOCUMENT FOR THE WORK

PROVIDING ASSISTANCE FOR MAINTENANCES OF ELECTRICAL EQUIPMENT OF TUG, FLOATING CRAFTS, WORKSHOP EQUIPMENT FOR A PERIOD OF 03 (THREE) YEARS

ESTIMATED COST PUT TO TENDER: Rs.56,07,189/- excluding GST

Office of the Senior Marine Engineer
Marine Department,
Paradip Port Authority,
Administrative Building, Rear Wing, First Floor,
Post: Paradip – 754142, Dist: Jagatsinghpur (Odisha)
Contact No. 98533-92392
Email Id: manojm@paradipport.gov.in

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E- Tender Call Notice (e-TCN)

PARADIP PORT AUTHORITY

MARINE DEPARTMENT

No. MD/SME/WORKS-03/2026/190 Date: 31/08/2026

e-Tender Call Notice (e-TCN)

Online tenders are invited in Single Stage Three cover System on percentage (%) basis on behalf of the Board of Paradip Port Authority from the eligible Labour Contractors / Registered Co-operative Societies & Other registered agencies through on-line bidding on the website https://eprocure.gov.in/eprocure/app 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 trust to the Root Certificate of CCA.

1. The bidders may submit bids for the following works:

Description of work	Estimated Cost of work (₹.)	Earnest Money Deposit (₹.)	Tender fee (₹.)	Completion Period
1	2	3	4	5
Providing Assistance for maintenances of electrical equipment of Tug, Floating crafts, workshop equipment for a period of 03 (three) years.	Rs.56,07,189/ Excluding GST	Rs.1,12,144/-	Rs.1,500/- plus 18% GST = Rs.1,770/- (Non-Refundable)	03 (Three) years

N.B.:

The exemption towards submission of EMD & Tender Fee shall be considered for the bidders those who have registered with NSIC (National Small Industries Corporation) / MSE (Micro and Small Enterprises 2012), District Industries Centre (DIC) / KVIC (Khadi & Village Industries Commission) / KVIB (Khadi & Village Industries Board) / Coir Board / MOMSME (Ministry of Micro, Small and Medium Enterprises) / Udyam Registration Certificate (URC) on submission (uploading) of certificate at the time of bidding.

The bids of firms, those are found neither have submitted Tender Fee & EMD nor Exemption Certificate in the first cover shall be rejected.

2. TIME SCHEDULE OF TENDER:

Sl. No.	Particulars	Date	Time
1	Tender e-Publication date	31/08/2026	17:00 Hrs.
2	(a) Document download start date	31/08/2026	17:30 Hrs.

	(b) Document download end date	21/09/2026	17:30 Hrs.
3	(a) Bid Submission start date	31/08/2026	17:30 Hrs.
	(b) Bid Submission end date	21/09/2026	17:30 Hrs.
4	Tender Opening (Pre-qualification Bids)	22/09/2026	15:00 Hrs.

3. CONTRACT DATA

(A) GENERAL INFORMATIONS:

Sl. No.	Item	Details
1	Name of the work	Providing Assistance for maintenances of electrical equipment of Tug, Floating crafts, workshop equipment for a period of 03 (three) years.
2	Employer	Paradip Port Authority
3	Employer's Representative	Deputy Conservator, Paradip Port Authority.
4	Controlling Officer	Sr. Marine Engineer, PPA
5	Accepting Authority	Dy. Chairman, Paradip Port Authority.
6	Executing Authority	Marine Engineer/ Sr. Dy. Marine Engineer, PPA
7	Estimated Cost put to tender	**Rs.56,07,189/- excluding GST**

(B) BID INFORMATION:

8	Completion period	03 (Three)Years
9	Last Date & Time of submission of Bid	Date: 21/09/2026; Time: 17:30 Hrs.
10	Date of opening (Pre-Qn. Bids)	Date: 22/09/2026; Time: 15:00 Hrs.
11	**Tender Fee**	
	Amount	**Rs.1,500/- plus GST @18% = Rs.1,770/- (Non-Refundable)**
	To pay in the form of on line through National Electronic Fund Transfer (NEFT)/Real Time Gross Settlement (RTGS) only in favour of PARADIP PORT AUTHORITY,	Account No.0254104000169615 In favour of Paradip Port Authority Type of Account – SAVING Branch: IDBI Bank Ltd. IFSC: IBKL0000254 The bidder must upload self-signed acknowledgement copy for deposits of cost of tender fee along with other

		documents. OR The exemption towards submission of Tender Fee shall be considered for the bidders those who have registered with NSIC (National Small Industries Corporation) / MSE (Micro and Small Enterprises 2012), District Industries Centre (DIC) / KVIC (Khadi & Village Industries Commission) / KVIB (Khadi & Village Industries Board) / Coir Board / MOMSME (Ministry of Micro, Small and Medium Enterprises) / Udyam Registration Certificate (URC) on submission (uploading) of certificate at the time of bidding **<u>in the first cover</u>**. The bids of firms, those are found having not submitted Tender Fee nor Exemption Certificate in the first cover shall be rejected.
12	**Earnest Money Deposit**	
	Amount	**Rs.1,12,144/-**
	To pay in the form of on line through National Electronic Fund Transfer (NEFT)/Real Time Gross Settlement (RTGS) only in favour of PARADIP PORT AUTHORITY,	Account No.0254104000169615 In favour of Paradip Port Authority Type of Account – SAVING Branch: IDBI Bank Ltd. IFSC: IBKL0000254 The bidder must upload self-signed acknowledgement copy for deposits of EMD along with other documents. OR The bidder may submit the EMD in shape of Demand draft / Banker's cheque. **OR** The bidder may submit the EMD in shape of Insurance Surety Bonds / Fixed Deposit Receipt from Insurance company / Commercial Bank / online payment in an acceptable form

		safeguarding the Purchaser's interest in all respects. The insurance surety bond / fixed deposit to be executed on stamp paper of Rs.100/- in the prescribed Proforma of Paradip Port Authority. **(As per <u>APPENDIX – IV</u>).** **Also to submit the original hard copy within 07 (Seven Also to submit the original hard copy within 07 (Seven) days from last date of submission of bid.** OR The exemption towards submission of EMD shall be considered for the bidders those who have registered with NSIC (National Small Industries Corporation) / MSE (Micro and Small Enterprises 2012), District Industries Centre (DIC) / KVIC (Khadi & Village Industries Commission) / KVIB (Khadi & Village Industries Board) / Coir Board / MOMSME (Ministry of Micro, Small and Medium Enterprises) / Udyam Registration Certificate (URC) submission (uploading) of certificate at the time of bidding **<u>in the first cover</u>**. The bids of firms, those are found having not submitted EMD nor Exemption Certificate in the first cover shall be rejected.
13	Bid validity period	6 (six) months (180 Days).
14	Currency of Contract	Indian Rupee
15	Language of contract	English

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

4.1 <u>Financial Criteria's:</u>

The firm should have Average Annual turnover of **Rs.16,82,157/- (Rupees Sixteen Lakh Eighty-two Thousand One Hundred Fifty-seven) only** during last three (03) financial years' 2022-23, 2023-24 & 2024-25 or 2023-24, 2024-25 & 2025-26. The firm should submit the copies of annual audited report or statement of annual turnover certified by a Chartered Accountant firm.

4.2 Scanned copy of original work order / agreement and experience certificate with executed value of having successful completion of similar job during the last **07 (Seven) years** ending on **31th July, 2026** shall have to be submitted in respect of:

(a) Three similar completed works each costing not less than **Rs.22,42,876/- (Rupees Twenty-two Lakh Forty-two Thousand Eight Hundred Seventy-six) only excluding GST;**

(OR)

(b) Two similar completed works each costing not less than **Rs.28,03,595/- (Rupees Twenty-eight Lakh Three Thousand Five Hundred Ninety-five) only excluding GST;**

(OR)

(c) One similar completed work costing not less than **Rs.44,85,751/- (Rupees Forty-four Lakh Eight-five Thousand Seven Hundred Fifty-one) only excluding GST;**

NOTE:

(i) If any firm is having running contract but partial completed period is meeting the above amount of eligibility criteria as on **31th July, 2026** then the firm can also participate in the tender, subject to submission of copy of Work Order / Letter of Acceptance and satisfactory partial work completion certificate with work executed value issued by the Owner / Employer.

(ii) **Similar job means:** Supply of manpower for maintenance of electrical equipment, or supply of manpower on contractual basis to Govt. / Public sector or Supply of manpower for marine operation etc. The firms must submit the copy of work order & completion certificate with work executed value as proof towards similar work experience.

(iii) Scanned copy of Original TDS Certificate must be furnished if the work Completion Certificate from any Private Organization is submitted. **FORMAT FOR TDS DETAILS FOR THE SIMILAR WORKS** is as per **APPENDIX – VIII.**

4.3 The bidders must have the followings:

(i) EPF Registration Certificate & ESI Registration Certificate or Insurance Policy for workmen compensation (Copy to be submitted on-line).

(ii) Should have GST Registration Certificate (Copy to be submitted on-line).

(iii) Should have PAN card (Copy to be submitted on-line).

Important Note: Collaboration with any other firm to achieve the above criteria will not be allowed.

5. Bid documents consisting of e-Tender Notice, Instruction to Bidders for e-procurement, Instruction to Bidders, General Conditions of Contract (GCC), Special Conditions of Contract

(SCC), Scope of Works & Bill of Quantity (BOQ) in prescribed .xls format and the set of terms and conditions of contract and tender details can be seen in the website: https://eprocure.gov.in/eprocure/app.

6. Online Bidders must deposit the tender fee and EMD through National Electronic Fund Transfer (NEFT) / Real Time Gross Settlement (RTGS) with the account number mentioned at Sl.11 and 12 of BID INFORMATION. A self-signed copy of the acknowledgement should be uploaded by the bidder while submitting the tender in respect of documents regarding EMD and Tender paper cost.

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 fee and EMD will be deposited should be in the name of Contractor / authorized person of the firm who have digitally signed the bid. Refund of EMD in respect of unsuccessful bidders will also be made to that specific account of the bidder. A standard form of refund of EMD is enclosed **(APPENDIX – VII)** in this bid for applying refund of EMD without visiting to the PPA office. Refund of EMD in respect of unsuccessful bidders will only be made to that account from which it was deposited by the bidder.

The exemption towards submission of EMD and tender Fee shall be considered for the bidders those who have registered with NSIC (National Small Industries Corporation) with valid registration certificate / MSE (Micro and Small Enterprises 2012), District Industries Centre (DIC) / KVIC (Khadi & Village Industries Commission) / KVIB (Khadi & Village Industries Board) / Coir Board / MOMSME (Ministry of Micro, Small and Medium Enterprises) / Udyam Registration Certificate (URC) on submission (uploading) of certificate at the time of bidding in the first cover.

The bids of firms, those are found neither have submitted Tender Fee & EMD nor Exemption Certificate in the first cover shall be rejected.

7. The Bid documents will be available in the website: https://eprocure.gov.in/eprocure/app **from 17:00 hours of dt.31/08/2026 to dt.21/09/2026 up to 17:30 hours for online bidding.**

8. The bidder must possess compatible Digital Signature Certificate (DSC) of Class – II or Class – III.

9. All Bids are to be submitted online on the Website https://eprocure.gov.in/eprocure/app. No Bid shall be accepted off-line. The Bids shall be received **only "on line" on or before dt.21/09/2026 up to 17:30 hours.**

10. After opening of the Technical Bid, if required the original documents as per requirement of the e-Tender Document will be verified by Paradip Port Authority.

11. Online Bidders must deposit the Tender fee and EMD through National Electronic Fund Transfer (NEFT) / Real Time Gross Settlement (RTGS) with the account number mentioned at Sl. 11 & 12 of BID INFORMATION. A self-signed copy of these acknowledgements should be uploaded by the Bidder while submitting the tender in respect of documents regarding EMD & Tender fee.

OR

The bid security may be submitted in the form of Insurance Surety Bonds/ Fixed Deposit Receipt from any of the insurance company / Commercial Banks having validity for a period **180** days beyond the last date of submission of bid **OR** payment online in an acceptable form safeguarding the purchaser's interest in all respects. The Insurance Surety Bonds and Fixed Deposit Receipt shall be as per the format at **APPENDIX – IV.**

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 fee and EMD. The bidder shall not use the same transaction in more than one tender otherwise their bids will be rejected.

The account from which the Tender fee and EMD will be deposited should be in the name of Contractor / authorized person of the firm who have digitally signed the bid. Refund of EMD in respect of unsuccessful bidders will also be made to that specific account of the bidder. A standard form of refund of EMD **(as per APPENDIX-VII)** is enclosed in this bid for applying refund of EMD without visiting to the PPA office. Refund of EMD in respect of unsuccessful bidders will only be made to that account from which it was deposited by the Bidder.

The exemption towards submission of EMD shall be considered for the bidders those who have registered with NSIC (National Small Industries Corporation) / MSE (Micro and Small Enterprises 2012), District Industries Centre (DIC) / KVIC (Khadi & Village Industries Commission) / KVIB (Khadi & Village Industries Board) / Coir Board / MOMSME (Ministry of Micro, Small and Medium Enterprises) / Udyam Registration Certificate (URC) on submission (uploading) of certificate at the time of bidding in the first cover.

The bids of firms, those are found neither have submitted Tender Fee & EMD nor Exemption Certificate in the first cover shall be rejected.

12. After evaluation of bid, all the bidders will get the information regarding their eligibility/ pre-qualification on website. Thereafter, a system generated e-mail confirmation will be sent to all successful bidders. The bidders can check the same from the portal.

13. The Price-bid of the successful bidders (qualified in Technical-bid) will be decrypted and opened on-line, on the scheduled date and after the pre-scheduled time by the Bid Openers with their Digital Signature Certificate (DSC). The bidders will get the information regarding the status of their financial bid and ranking of bidders on website.

14. Other details can be seen in the bidding documents.

15. The authority will not be held responsible for any technical snag or network failure during on-line bidding. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-Tender website. Under any circumstances, PPA shall not be liable to the bidders for any direct/ indirect loss or damages incurred by them arising out of incorrect use of the e-Tender system or internet connectivity failures.

16. If the documents as per e-tender are not submitted along with the bid or shortfalls are noticed, then PPA at its discretion may ask the bidders for submission of shortfall documents on the basis of recommendation of tender committee or may reject the bids.

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

18. The contractor has to abide by the Indian contract act, 1872, especially section 10 and 25 that "an agreement without consideration is void". Means, the contractor's commission on the estimated minimum wages shall not be ZERO (or minus percentage). In such an eventuality, the offer shall be outright rejected, and work shall be awarded to the bidder found L1 as regards the quoted rate of commission (following the Act).

19. The authority reserves the right to reject any or all tenders without assigning any reasons thereof and shall also not be bound to accept the lowest tender.

Sr. Marine Engineer,
Paradip Port Authority

Copy to:

1. All HoDs, PPA for kind information.
2. Chief Vigilance Officer, PPA for kind information.
3. Office Order Guard file.

INSTRUCTION TO BIDDERS (ITB)

1. Online bids under single stage three cover system is hereby invited on behalf of the Board of Paradip Port Authority from experienced and reputed firms for "**Providing Assistance for maintenances of electrical equipment of Tug, Floating crafts, workshop equipment for a period of 03 (three) years**" through on-line bidding on the website https://eprocure.gov.in/eprocure/app having Digital Signature Certificate (DSC) of Class-II or Class-III issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. No manual bids shall be accepted.

2. This section of the bidding documents provides the information necessary for bidders to prepare online responsive bids, in accordance with the requirements of the Tender Inviting Authority. It also provides information on online bid submission, opening, evaluation and contract award.

3. INSTRUCTIONS FOR ONLINE BID SUBMISSION:

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

4. REGISTRATION:

(i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal by using the "**Error! Hyperlink reference not valid.**" option available on the home page. Enrolment on the CPP Portal is free of charge.

(ii) During enrolment / registration, the bidders should provide the correct / true information including valid email id & mobile no. All the correspondence shall be made directly with the contractors / bidders through e-Mail ID provided.

(iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

(iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/TCS/n-Code/e-Mudra or any Certifying Authority recognized by CCA India on e-Token / Smart Card.

(v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.

(vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.

(vii) Bidders can then log into the site through the secured login by entering their user ID /password and the password of the DSC / e-Token.

<u>Note:</u> Those who already enrolled need not to go through the above steps.

5. <u>SUBMISSION OF BIDS:</u>

(i) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time.

(ii) Bidder should remit the Tender Fee and EMD through NEFT / RTGS as per the instructions specified in the e-Tender Call Notice.

OR

The exemption towards submission of EMD and tender Fee shall be considered for the bidders those who have registered with NSIC (National Small Industries Corporation) / MSE (Micro and Small Enterprises 2012), District Industries Centre (DIC) / KVIC (Khadi & Village Industries Commission) / KVIB (Khadi & Village Industries Board) / Coir Board / MOMSME (Ministry of Micro, Small and Medium Enterprises) / Udyam Registration Certificate (URC) on submission (uploading) of certificate at the time of bidding **<u>in the first cover</u>.**

The bids of firms, those are found neither submitted Tender Fee and/or EMD nor Exemption Certificate **<u>in the first cover</u>** shall be rejected.

(iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.

(iv) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender details according to specified cover.

(v) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.

(vi) Bidders shall download the Bill of quantity (BOQ), in .xls format and save it without changing the name of the file. Bidder shall quote their commission in percentage (%) only in green background cells, thereafter save and upload the file in financial bid cover (Price bid) only. The bidders are cautioned that uploading of financial bid, Macros must be enabled to see the word representation of figures.

(vii) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.

(viii) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the bidders shall take print out of system generated acknowledgement number and keep it as a record of evidence for online submission of bid.

(ix) Bidder should follow the server time being displayed on bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.

(x) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

6. The tender shall be submitted online in three cover system duly scanned and digitally signed by the authorized representative of the bidder as follows:

(A) <u>Cover -1 (FEE):</u>

Online bids should be submitted containing original scanned copy of following document in Cover-1.

(i) Scanned copy of proof for deposit of Tender fee.

(ii) Scanned copy of proof for deposit of Earnest Money Deposit (EMD).

OR

The EMD / Bid security may be submitted in the form of Insurance Surety Bonds/ Fixed Deposit Receipt from any of the Insurance Company / Commercial Banks having validity for a period 180 days from the last date of submission of bid or payment online in an acceptable form safeguarding the purchaser's interest in all respects.

OR

The exemption towards submission of EMD and tender Fee shall be considered for the bidders those who have registered with NSIC (National Small Industries Corporation) / MSE (Micro and Small Enterprises 2012), District Industries Centre (DIC) / KVIC (Khadi & Village Industries Commission) / KVIB (Khadi & Village Industries Board) / Coir Board / MOMSME (Ministry of Micro, Small and Medium Enterprises) / Udyam Registration Certificate (URC) on submission (uploading) of certificate at the time of bidding **<u>in the first cover</u>.**

The bids of firms, those are found neither submitted Tender Fee and/or EMD nor Exemption Certificate **<u>in the first cover</u>** shall be rejected.

(B) <u>Cover -2 (PRE-QUAL / TECHNICAL BID):</u>

Online bids should be submitted containing original scanned copy of following document in Cover-2.

(i) Scanned Copies of Similar Job Completion Certificate mentioning the executed value and copy of Work Order / Letter of Acceptance or agreement having Date of Commencement, Date of Completion, Contract Value, and Contact address of the organization**.**

(ii) Scanned Copies of Audited Balance Sheet/ Profit & loss account/ Certificate from Chartered Accountant for last three years ending **31st March 2025 or 31st March 2026.**

(iii) Scanned Copy of Permanent Account Number (PAN) Card, GST registration certificate, EPF registration certificate & ESI registration certificate.

(iv) Scanned copy of original TDS Traces or Form 26AS downloaded from IT Website must be furnished if the work completion Certificate from any Private Organization is submitted.

(v) Names of Proprietor /partners / directors indicating their holding in the firm / company.

(vi) Power of Attorney or Letter of Authority from the person holding valid power of attorney issued by the company in favour of the person authorized to sign the tender document etc.

(C) **<u>Cover-3 (FINANCIAL/ PRICE BID):</u>**

It shall contain the Price Bids for the work in the Bill of Quantity [BoQ] format. In the e-Procurement Portal, an intelligent Bill of Quantity in Microsoft Excel format shall be made available to the bidder. For this tenders, the bidder shall fill in percentage of commission in figures and should not leave any cell blank. He has to only write (type) the figures, the words will be self-generated (Enabling macros).

7. **<u>OPENING & EVALUATION:</u>**

7.1 For this tender withdrawal of bid is not allowed within the validity period of the bid.

7.2 Only those bidders shall be considered qualified by the PPA, who submits requisite EMD, Tender Fee & documents, accept all the terms & conditions of the Tender document unconditionally and meet the qualifying requirement stipulated in the Tender document. The decision of the PPA shall be final and binding in this regard.

7.3 The bidder shall bear all cost associated with the preparation & submission of his bid and the PPA will in no case be responsible or liable for these cost, regardless of the conduct or outcome of the tendering process.

7.4 **Evaluation of tender:** The tender shall be evaluated on the basis of documentary evidences and quoted percentage in the enclosed format of BOQ. Normally the percentage of the lowest bidder is accepted but PPA is not bound to accept it and may discharge the tender without assigning any reasons.

7.5 Bid opening dates are specified during tender creation or can be extended vide corrigendum.

Note: Any **addendum/corrigendum** thus issued shall be notified in the website https://eprocure.gov.in/eprocure/app,notice board and through paper publication.

7.6 The Bid openers; who have been pre-defined shall log on to the portal with their respective DSC. Unless all the Officers who have been declared as Opening officers, log on the portal with their DSC the Tender cannot be opened.

7.7 The Opening Officers will systematically check the scanned copy of proof towards EMD & Tender Fee. If found in order, then will continue opening all other documents in the system provided under Technical Bids.

7.8 After opening of the Technical Bid, the original documents as per requirement of the e-Tender Document will be verified at the offices of the undersigned.

7.9 After evaluation of bid, all the bidders will get the information regarding their eligibility on website.

7.10 Date of Financial/Price Bid opening would be published after Technical bids Evaluation are completed.

7.11 The Financial Bid / Price-bid of the technically qualified bidders will be opened & evaluated on the notified date & time by the *Bid Openers* with their Digital Signature Certificate (DSC) in the presence of bidders or their authorized representative who wish to be present. The Financial bid of the bidders shall be opened one by one by the bid Openers. The system shall auto generate the Comparative statement. The bidders can view bid opening remotely on their personalized dash board under "Bid Opening (Live)" link.

7.12 After evaluation of bid, all the bidders will get the information regarding their eligibility on website. Thereafter, a system generated e-mail confirmation will be sent to all successful bidders. The bidders can check the same from the portal. The bidder will get the information regarding the status of their financial bid and ranking of bidders on website.

8. To assist in the examination, evaluation and comparison of tenders, PPA may ask tenderers individually for clarification and response to the same by the tenderer shall be in writing by post or by fax. However, no changes in price or substance of the tender shall be sought, offered or permitted.

9. The tender shall remain valid and open for acceptance for a period of 180 days from the date fixed for receiving the same. PPA reserves the right to extend the period of validity for a specific time as may be required by PPA. The request and response thereto shall be made in writing by e-mail, or by fax. The tenderers will have an option to refuse the request without forfeiting their tender security (EMD). However, in the event of the tenderer agreeing to the request, they will not be permitted to modify the tender.

10. PPA will determine whether the tender is substantially responsive to the requirements of the tender documents. For the purpose of this clause, a substantially responsive tender is one which inter alia conforms to all the terms, general conditions and specifications of the tender documents and technically suitable. The tenderer shall carefully submit all the documents as required under the tender failing which the offer is liable to be treated as non-responsive as per clause No.3 above. A tender which, in relation to the cost estimates of PPA is seriously unbalanced, may be rejected as non-responsive.

11. **The tenderer shall quote percentage on the basic minimum wages in respect of the service to be provided. The percentage shall be firm and no other increase or decrease in percentage will be allowed during the period of the contract.**

12. At any time prior to the last date of submission of tender, PPA may for any reason whatsoever, change or modify the tender documents by addendum(s) / Corrigendum(s). Tenderer may seek any clarification from PPA prior to submission of their bid. The addendum / corrigendum so issued will be published in our website at least 7 days prior to the last date for submission of the tender. The amendment to the document so carried out will form part of the tender and shall be binding upon the tenderers. PPA may at their discretion extend the last date for submission of tender to enable the tenderers reasonable time to submit their tender after taking into account such addendum / corrigendum.

13. The tenderer may modify or withdraw his tender after submission provided the notice of modification or withdrawal is received in writing by PPA prior to the last date or such extended date, if any, for submission of tender. No tenderer will be permitted to withdraw his tender after the last date for submission of the tender or such extended date as the case may be and before the expiration of the period of validity of the tender or such extended dates as the case may be. In the event of the tenderer modifying / withdrawing his tender after the last date of submission or such extended date as the case may be and before the expiration of period of validity of such extended date as the case may be, the tender shall be cancelled and the amount paid as tender security i.e. EMD shall be forfeited. The decision of PPA in this regard shall be final.

14. All costs, charges and expenses including stamp duty in connection with the tender submission shall be borne by the tenderer. In addition, all costs, charges and expenses including stamp duty in connection with the contract as well as preparation and completion of agreement by the tenderer's attorneys shall be borne and payable by the tenderer. No claim in this regard would be entertained by PPA.

15. **COMMENCEMENT OF WORK:**

The work shall be commenced within 30 days from the date of issue of work order and the validity of the contract shall be for 03 (three) years from the date of commencement.

16. **CONFIDENTIALITY:**

The Paradip Port Authority desires that this tender shall be treated strictly as confidential. The tenderer shall be obliged to observe this desire.

17. EARNEST MONEY DEPOSIT (EMD):

(i) The Earnest Money Deposit to be submitted through NEFT / RTGs as instructed in the e-TCN. The tenders of those firms who have not submitted required EMD shall be treated as non-responsive/invalid and shall be rejected.

Or

The EMD / Bid security may be submitted in the form of Insurance Surety Bonds/ Fixed Deposit Receipt from any of the Insurance Company / Commercial Banks having validity for a period 180 days from the last date of submission of bid or payment online in an acceptable form safeguarding the purchaser's interest in all respects.

N.B.: **The exemption towards submission of EMD and tender Fee shall be considered for the Micro and Small Enterprises bidders those who have registered with NSIC (National Small Industries Corporation) / MSE (Micro and Small Enterprises 2012) / District Industries Centre (DIC) / KVIC (Khadi & Village Industries Commission) / KVIB (Khadi & Village Industries Board) / Coir Board / MOMSME (Ministry of Micro, Small and Medium Enterprises) / URC (Udyam Registration Certificate) on submission (Uploading) of certificate at the time of bidding.**

(ii) The EMD shall be forfeited, in the event of the tenderer withdrawing / modifying his tender before the expiry of tender validity of 180 days from the date of submission.

(iii) The Earnest Money Deposit of unsuccessful tenders shall be returned on award of contract. The EMD of the successful tenderer shall be refunded only on receipt of Performance Security Deposit (PSD) and signing of the agreement.

(iv) PPA reserves the right to forfeit the EMD in respect of successful tenderer, if he fails to furnish the necessary Performance Security Deposit within 30 days after receipt of Letter of Award (LOA).

(v) The EMD shall also be forfeited, in case of any counter conditions / conditional bidding found in his / their Price Bids.

(vi) No interest will be payable on the Earnest Money deposit.

18. SUBMISSION OF PERFORMANCE SECURITY DEPOSIT AND SIGNING THE AGREEMENT:

(a) PERFORMANCE SECURITY DEPOSIT (PSD):

A sum of 10% of estimated cost put to tender shall be deposited by the successful tenderer (Contractor) as Performance Security Deposit (PSD) in shape of Demand Draft or bank transfer (any mode) or e-Bank Guarantee issued by any scheduled Bank as per prescribed **format at Appendix-V**. The e-BG towards PSD may either be submitted with 3 years and 2 months validity. The e-Bank Guarantee to be executed on stamp paper in the prescribed proforma of Paradip Port Authority.

OR

Performance Security Deposit may be furnished in the form of Insurance Surety Bonds / Fixed Deposit Receipt from Insurance company / Commercial Bank / online payment in an acceptable form safeguarding the Purchaser's interest in all respects. The insurance surety bond / fixed deposit to be executed on stamp paper of Rs.100/- in the prescribed Proforma of Paradip Port Authority.

The Performance Security Deposit shall be as per format at **APPENDIX – V & VA**.

EMD of the successful bidder will be refunded to the bidder after receiving the Performance Security Deposit. The firm should submit the Performance Security Deposits within 30 days from the date of issue of Letter of Award (LoA).

(b) SIGNING THE AGREEMENT:

The tenderer, whose offer has been accepted shall execute an agreement with PPA on a Rs.100/- non judicial stamp paper in the prescribed format within 15 days from the date of submission of PSD. All the expenditure in connection with signing of agreement shall be borne by the tenderer.

(c) If the Contractor fails to submit the PSD by scheduled date, then the following conditions shall be applicable:

(i) The delay condonation will be for a period of 30 days beyond scheduled date as mentioned in Letter of Award (LoA), at the written request of the Contractor on genuine grounds acceptable to Port with an additional security deposit / BG of 5% over the original (as per LoA) security deposit / BG value.

(ii) The above period can be further extended for another 15 days at the written request of the contractor on genuine grounds acceptable to Port with an additional security deposit / BG of 10% over the original (as per LOA) security deposit / BG value in addition to above 5% (i.e. total 15% extra).

(iii) If the Contractor fails to deposit PSD even within the extended period of 30 days after the scheduled date as mentioned in Letter of Award (LOA), his bid shall be summarily rejected and the bidder will be debarred from participating PPA tenders for a period of 02 (two) years apart from forfeiting his tender EMD. In case of MSME bidders, as there is no EMD, MSME Authority will be informed for necessary action at their end.

19. UNDERTAKING BY THE BIDDERS:

(i) 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.

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

(iii) We undertake and declare that our firm is not having disputes/ blacklisting/ ban of business with any government organizations.

(iv) We declare that we are not related to any officers of Paradip Port Authority or any officer of the rank of undersecretary or above in the ministry of ports, Shipping and Waterways, Govt. of India.

(v) If firm is having any relation with officer of Paradip Port Authority then they should give a declaration along with the tender about the name of the relative who are employed as non-gazetted employee in Paradip Port Authority.

GENERAL CONDITIONS OF CONTRACT (GCC)

1) The Contractor should commence the work within the period mentioned in the work order.

2) The Contractors must have certificate [a] ESI involving engagement of 10 (ten) or more workmen with ESI code under ESI Act 1948 and [b] EPF involving engagement of 20 (twenty) or more workmen under the Employees Provident Fund and Miscellaneous Provision Act, 1952. The successful tenderer on award of the work must ensure all the workmen engaged by him in relation to the contract are registered with the ESI and EPF.

3) The contractor has to abide by the prevailing labour rules communicated by the Ministry of Labour and Employment from time to time in connection with managing personnel employed by him and pay their wages not less than the prescribed rate communicated by the Govt. of India, Ministry of Labour from time to time within first week of the subsequent month in front of the authorized officer of the Principal Employer.

4) The contract and agreement can be terminated by PPA at any time in case of violation of any tender conditions.

5) The Board and the tenderer shall make every effort to resolve amicably, by direct informal negotiations, any disagreement or dispute arising between them in connection with the contract. However, in case of failure of negotiation, the matter shall be referred to Conciliation Committee as per Circular No.AD/LEO/122-02/2012/2242 Dt.09/15/09/2020 of Secretary, PPA. Neither party shall have the right to commence Arbitration to resolve any dispute. All such disputes which could not be settled are subject to the jurisdiction of Courts at Kujang, Jagatsinghpur District or Honourable High Court of Odisha, Cuttack.

6) The workers employed by the contractor must be of good character, well behaved.

7) Any problem of the workers / labourers employed by the contractor is liability of the contractor including their medical treatment.

8) The authority reserves the right to omit or extend execution of any or part of the items contained in the work order schedule and may take it up departmentally or through any other agency & no claim of the contractor on this account will be entertained.

9) The contractor has to attend the work properly ensuring smooth execution of the work. Any lapse in carrying out the work will be viewed seriously which may lead to cancellation of the contract.

10) The contractor has to arrange gate pass for the workers as per requirement at his own cost after observing all official formalities, which shall be reimbursed as per actual on submission of cash deposit receipt.

11) An agreement shall be required to be executed within a period of 15 days from the date of submission of Performance Security Deposit and the cost if any to such effect has to be borne by the contractor.

12) The tender shall be valid for 180 (one hundred eighty) days from the last date of submission of bid.

13) The contractor should at all time, during execution of work, keep Paradip Port Authority indemnify against all losses/ expenses, etc. on account of compensation payable to the Contractor's workers, cost of any law suit, etc. & the contractor should bear all such charges as mentioned in Tender Call Notice from the date of opening of tender.

14) **Safety code:** The contractor shall abide by the provisions of Minimum wages Act/ Payment of Wages Act/ Workmen's Compensation Act, Safety Code Rules approved by the Government of India. The contractor has to provide safety gears to the laborers/ workmen engaged by him in relation to the work which shall be reimbursed as per actual.

15) **Statutory obligations:** The contractor will be solely responsible for extending all facilities provided under various Statutory Acts/ Rules/ Regulations in relation to engagement of laborers/ workmen and in relation to execution of the work and shall be liable to comply with all requirements as required by the Statutory Authorities in relation to the contract.

16) **Escalation:** No escalation on percentage shall be allowed during the contract.

17) The contractor must ensure arrival of his workers in the office/ duty place in due time failing which amount equivalent to the wage of the workers per day will be deducted from his monthly bill.

18) **SUBMISSION OF PERFORMANCE SECURITY DEPOSIT AND SIGNING THE AGREEMENT:**

(a) **PERFORMANCE SECURITY DEPOSIT:**

A sum of 10% of estimated cost put to tender shall be deposited by the successful tenderer (Contractor) as Performance Security Deposit (PSD) in shape of Demand Draft or bank transfer (any mode) or e-Bank Guarantee issued by any scheduled Bank as per prescribed format at Appendix-V. The e-BG towards PSD may either be submitted with 3 years and 2 months validity. The e-Bank Guarantee to be executed on stamp paper in the prescribed proforma of Paradip Port Authority.

OR

Performance Security Deposit may be furnished in the form of Insurance Surety Bonds / Fixed Deposit Receipt from Insurance company / Commercial Bank / online payment in an acceptable form safeguarding the Purchaser's interest in all respects. The insurance surety bond / fixed deposit to be executed on stamp paper of Rs.100/- in the prescribed Proforma of Paradip Port Authority.

The Performance Security Deposit shall be as per format at **APPENDIX – V & VA**.

EMD of the successful bidder will be refunded to the bidder after receiving the Performance Security Deposit. The firm should submit the Performance Security Deposits within 30 days from the date of issue of Letter of Award (LoA).

(b) SIGNING THE AGREEMENT:

The tenderer, whose offer has been accepted shall execute an agreement with PPA on a Rs.100/- non judicial stamp paper in the prescribed format within 15 days from the date of submission of PSD. All the expenditure in connection with signing of agreement shall be borne by the tenderer.

(c) If the Contractor fails to submit the PSD by scheduled date, then the following conditions shall be applicable:

(i) The delay condonation will be for a period of 30 days beyond scheduled date as mentioned in Letter of Award (LoA), at the written request of the Contractor on genuine grounds acceptable to Port with an additional security deposit / BG of 5% over the original (as per LoA) security deposit / BG value.

(ii) The above period can be further extended for another 15 days at the written request of the contractor on genuine grounds acceptable to Port with an additional security deposit / BG of 10% over the original (as per LOA) security deposit / BG value in addition to above 5% (i.e. total 15% extra).

(iii) If the Contractor fails to deposit PSD even within the extended period of 30 days after the scheduled date as mentioned in Letter of Award (LOA), his bid shall be summarily rejected and the bidder will be debarred from participating PPA tenders for a period of 02 (two) years apart from forfeiting his tender EMD. In case of MSME bidders, as there is no EMD, MSME Authority will be informed for necessary action at their end.

19) In case of failure to execute the work as per the work order, the W.O. issued in favour of the contractor will be cancelled, the performance security deposit will be forfeited and the firm will be debarred minimum for a period of 02 years from participating in any tender of Paradip Port Authority.

20) The contractor has to deposit the EPF & ESI with concerned Authority at his own cost after observing all official formalities which shall be reimbursed on submission of cash deposit receipt, ECR form and other related documents.

21) BOARD'S RIGHT TO ACCEPT OR REJECT ANY TENDER:

The Board reserves the right to reject or accept any or all offers without assigning any reasons. The Board is also within its rights to negotiate with any tenderer for the early implementation of the award of contract.

22) DETERMINATION OF RESPONSIVENESS:

The tenders will be scrutinized to determine whether the tender is substantially responsive to the requirements of the tender documents without any deviations or reservation. A tender which, in relation to the estimated hire rate, is unrealistic may be rejected as non-responsive. The decision of the Senior Marine Engineer in this regard shall be final.

23) PROCESS TO BE CONFIDENTIAL:

After the opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations, concerning the award of contract shall not be disclosed to tenderers or any other persons. Any efforts by the tenderers to influence the process of examination, clarification, evaluation and comparison of tenders and decisions concerning award of contract may result in rejection of the tenderer's bid.

24) NOTIFICATION OF AWARD AND DELIVERY:

(a) Prior to the expiry of the period of tender validity, the successful tenderer will be notified through letter by post /email/ fax confirming that their offer has been accepted. This letter is to be called Letter of Award (LOA). This Letter of Award shall indicate the sum to be paid to the Contractor in consideration of the execution of the contract.

(b) Letter of Award will be issued in the name of the company which has submitted the tender, and will constitute the conditions of contract.

(c) The time to count for deployment of personnel and commencement of contract shall be from the date of issue of the Work Order.

(d) Upon the receipt of Letter of Award (LOA) of the contract by the successful tenderer, he shall prepare two sets of Agreements included in the Tender Document, after taking into account any changes thereafter agreed by both the parties, at the earliest without any delay and complete all the formalities and submit the same to the Board duly executed on stamp paper for appropriate value within 15 days from the date of submission of Performance Security Deposit. One set of the agreement will be returned to the Contractor after the signature of the authorized person.

(e) Any delay caused due to any correspondence / clarification / request etc. received from the tenderer after the date of issue of the Letter of Award will be to the account of the successful tenderer and no extension of time will be granted.

25) NO CORRESPONDENCE FROM UNSUCCESSFUL TENDERER:

No correspondence will be entertained from the unsuccessful tenderers.

26) CARE AND DILIGENCE:

The Contractor shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this contract and shall be fully responsible to the Senior Marine Engineer for the proper, efficient and effective carrying out of their duties.

27) COMPLIANCE WITH STATUTORY REQUIREMENTS:

The Contractor shall at all times during the continuance of the contract comply fully with all existing Acts, Regulations and bye laws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments and acts that may be passed in future either by the State or the Central Government or the local authority.

28) BOARD LIEN:

The Board shall have a lien on and / over all or any moneys that may become due and payable to the contractor under this contract or any other contract or from any amount lying with them or under their control and in respect of any debt or sum that may become due and payable by the Board to the Contractor either alone or jointly with another or other and either under this contract or under any other contracts or transaction of any nature whatsoever between the Board and the contractor. If any lien or claim remained unsettled after all payments are made, the Contractor shall refund or pay the Owner all moneys that the latter may compel to pay in discharging such lien or claim including all costs and reasonable expenses.

29) CONTRACTOR TO INDEMNIFY BOARD:

(a) Contractor shall indemnify Board and every member, worker and employee of the Board against all actions, proceedings, claims, demands costs and expenses whatsoever arising out of or in connection with the matters referred and elsewhere and all actions, proceedings, claims, demands costs and expenses which may be made against Board for or in respect of or arising out of any failure by Contractor in the performance of the obligations under the contract shall not be liable for or in respect of any damages or compensation payable by law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of Contractor of his Sub-contractor and contractor shall indemnify and keep indemnified Board against all damages and compensations and against all claims, damages, proceedings costs, charges and expenses whatsoever in respect so thereof or in relation thereto.

(b) Notwithstanding that all reasonable and proper precautions may have been taken by the Contractor at all times during the currency of the agreement, the Contractor shall nevertheless be wholly responsible for all damages caused to the property of PPA during the currency of the agreement.

30) EMPLOYEES OF BOARD NOT INDIVIDUALLY LIABLE:

No official or employee of the Board shall in any way be personally bound or liable for acts or obligation under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

31) FORCE MAJEURE:

(i) In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed under this contract, the relative obligation of the party affected by such Force Majeure shall upon notification to the other party be suspended for the period during which such cause lasts.

(ii) The term Force Majeure shall mean acts of God, war, riot, sabotage and acts and regulations of Government of India, State Government or any local Government / authority.

(iii) Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately not later than 48 hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Failure to do so may liable the party being denied of the shelter of the clause.

(iv) The decision of the Deputy Conservator, PPA shall be final and binding in this regard.

(v) Notwithstanding with anything contained therein above the total contract period of 03 (three) years.

32) TERMINATION OF CONTRACT:

Paradip Port Authority reserves the right to terminate the contract and the agreement with immediate effect within the contract period for the reasons of major breach of agreement with forfeiture of Performance Security Deposit and debar the firm from participating in PPA tenders for a period of 02 years.

33) VARIATION IN CONDITIONS OF CONTRACT:

It may please be noted that at any time prior to the dead line for submission of bids, the Paradip Port Authority may, for any reason, whether at its own initiative or in response to a clarification requested by any prospective bidder, modify the tender document by corrigendum / addendum. In such cases, the Paradip Port Authority may, at its discretion, extend the dead line for submission of bid. The Bidders who wish to download the tender document from the web site are strongly advised to visit the site for corrigendum / addendum and note that the Paradip Port Authority shall not be responsible to intimate them about such corrigendum / addendum. In case of any disputes or ambiguity in the terms and conditions of the contract, the terms and conditions mentioned in the special conditions of contract (SCC) remains valid.

34) RESOLUTION OF DISPUTE:

The Board and the tenderer shall make every effort to resolve amicably, by direct informal negotiations, any disagreement or dispute arising between them in connection with the contract. However, in case of failure of negotiation, the matter shall be referred to Conciliation Committee of PPA /IPA. Neither party shall have the right to commence Arbitration to resolve any dispute. All such disputes which could not be settled are subject to the jurisdiction of Courts at Kujang, Jagatsinghpur District OR Honourable High Court of Odisha, Cuttack.

2427

PARADIP PORT TRUST
ADMINISTRATIVE DEPARTMENT

File No.AD/LEO/122-02/2012/ 2242 Date: 09.09.2020

15-

CIRCULAR

Sub: Guidelines/Mechanism for speedy disposal of Arbitration Awards and disputes in Major Ports- Reg.

Keeping in view the directives issued by the Ministry of Shipping, the Competent Authority of PPT has approved for incorporation of the following clauses in all future contract agreements and tenders to have provision for alternative dispute resolution:

(i) The Department shall ensure to insert/keep a Clause where there is any dispute, the same will be referred to a Conciliation Committee.

(ii) The Conciliation Committee shall consist of one Subject Expert including concerned Department Heads and other Members duly nominated by Competent Authority at the instant time.

(iii) The Committee shall examine the Arbitration Awards and other disputes in order to ensure its speedy and time disposal.

(iv) The Award of the Conciliation Committee, if agreed upon by both the parties, will be placed for consideration of Board of Trustees of PPT, subject to delegation of power.

(v) Department may also refer its pending as well as new disputes to the said Conciliation Committee for its speedy disposal, even though the dispute is pending before the competent court of law as well as ongoing Arbitration Proceedings.

This will have immediate effect and all concerned shall incorporate the clauses/provisions to make sure that the effective dispute resolution mechanism is in place.

SECRETARY
Paradip Port Trust.

Copy to:

(i) All HoDs, PPT for information and necessary action.
(ii) CVO, PPT for information.
(iii) All Heads of Offices of PPT for information and necessary action.
(iv) P.S to Chairman, PPT for information of Chairman, PPT.
(v) P.A to Dy.Chairman, PPT for information of Dy.Chairman, PPT.

Copy forwarded to Dy-CEE, Dy-CME, Sr-Dy.MM and all SEs for kind information.

Neither party shall have the right to commence Arbitration to resolve any dispute. All such disputes which could not be settled are subject to the jurisdiction of Courts at Kujang, Jagatsinghpur District OR Honourable High Court of Odisha, Cuttack.

SECTION – III

SCOPE OF WORK

The contract involves to engage 04 nos. of Electrician having following qualification and experience:

a) **Electrician -I (High- Skilled):**

Passed in ITI trade from a recognized Institution in electrician trade. (Minimum 10 years' experience on floating crafts/ Tugs electrical maintenance works, out of which minimum 05 years exp. in schottel SRP unit control system maintenance).

b) **Electrician-II (Skilled):**

Passed in ITI trade from a recognized Institution in electrician trade. (Minimum 05 years experience on floating crafts/ Tugs electrical maintenance works)

1. Maximum age of Electrician can work in the said contract is 60 years.
2. The firm should submit bio-data of all workmen prior to engagement and take approval.
3. The above workmen will be posted at Marine Site and assigned Port Operational & Maintenance Works or various other services & operational work as per requirement of PPA.
4. They should be medically fit to carry out the Marine Operations & maintenance. Fitness Certificate is required to be submitted from Govt. medical practitioner.
5. The costs for mobilization and de-mobilization of the above workmen are on the account of the Contractor.
6. All the personnel engaged for the contract should be of Indian Nationality.
7. The Contractor shall carry out the works strictly in accordance with Scope of Work and Terms & Conditions of contract to the satisfaction of the Senior Marine Engineer or his representatives and shall comply with and adhere strictly to his instructions and direction on any matter (whether mentioned in the contract or not) in relation with the contract.
8. The works shall be carried out as per the instruction of Senior Marine Engineer/ Marine Engineer/ E.I.C., TUG of M.E. Division. Necessary records for the maintenance shall be maintained as per the instruction of Senior Marine Engineer/ Marine Engineer.
9. The work shall be attended shift wise as per the instruction of Marine Engineer/ Sr. Dy. Marine Engineer / Dy. Marine Engineer.
10. PPA will not be responsible for any accident suffered by the above personnel due to failure of machinery or any reason whatsoever. However, accident if any occurred during any type of Port Operations may be brought to the notice of the Senior Marine Engineer immediately after the incident.
11. All workmen shall comply with all lawful instructions from the Senior Marine Engineer

or the Officer duly authorized by him.

12. The security of the above personnel will be the responsibility of the Contractor.

13. The contractor must pay the wages to the worker in the form of a/c payee cheque or e-transfer to their bank accounts.

14. The Contractor shall have to extend statutory benefits to the workers engaged by them as follows as per Administrative Department, PPA's Circular No. AD/IR-04/2018/2077 Dt.28.06.2019 & AD/IR/04/2018/194 dtd.23.01.2024 and as amended time to time:

Sl. No.	Benefits	Existing Amount per Month
1.	Canteen Allowance	Rs.2080/- Per Month
2.	Transport Allowance	Rs.1560/- Per Month
3.	Washing Allowance	Rs.1170/- Per Month
4.	Welfare Allowance	Rs.1560/- Per Month
5.	Leave Wages	One Day wages for every twenty days of work performed during the previous calendar year (Every worker who has worked for a period of 240 days or more during a calendar year shall be allowed during the subsequent calendar year)
6.	Retrenchment	Retrenchment compensation will be paid as per law at the time of retrenchment. Retrenchment Compensation which shall be equivalent to fifteen days average pay (for every completed year of continuous service) or any part thereof in excess of six months.
7.	EPF, ESI and Bonus	As applicable from time to time. There is wage ceiling for workers for entitlement of EPF & ESI are as follows: EPF Rs.15,000/- per month ESI Rs.21,000/- per month
8.	PPEs and Uniform (Per Year)	PPEs and Uniform will be as per below list, which shall be reimbursed as per the existing rates. **(a)** 02 nos. cotton boiler suit per year **(b)** 01 pair ISI marked Safety shoes per year **(c)** 01 no. ISI marked white safety helmet per year. **(d)** 06 pairs working leather gloves per year. **(e)** 12 nos. ISI marked dust mask per year. **(f)** 01 no. of rain coat per year. **(g)** 06 nos. safety goggles (ISI mark) per year.

15. The Contractor / bidder has to quote their margin on percentage (%) basis on the minimum wages to be paid to the workers excluding ESI, EPF, Bonus, Gate Pass, PPE, Insurance, Statutory benefits like Canteen Allowance, Washing Allowance, Transport Allowance, Welfare Allowance, Leave Wages, Retrenchment Compensation etc.

16. COMPLIANCE WITH STATUTORY REQUIREMENTS:

The Contractor shall at all times during the continuance of the contract comply fully with all existing Acts, Regulations and bye-laws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments and acts that may be passed in future either by the State or the Central Government or the local authority, including Indian Workmen's Compensation Act, Contract Labour (Regulation and Abolition) Act, 1970 and equal Remuneration Act, 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, Merchant Shipping Act, and other maritime legislations/ rules/ regulations, the Dock Worker's Act-1948 etc., in as far as they are applicable to this contract. The Contractor shall indemnify and keep the Board indemnified in case any proceedings are taken or commenced by any authority against the Board for any contravention of any of the laws, bye laws or scheme by the Contractor. If as a results of contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the Board is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the Board shall be entitled to deduct the same from any moneys due or that may become due to the Contractor under this contract or any other contract or otherwise recover from the Contractor any sums which the Board is required or called upon to pay or reimburse on behalf of the Contractor. Notwithstanding the contractual obligation the Board shall be entitled to all protections and defences under the provisions of the Major Port Authority's Act, 1963/ The Major Port Authorities Act' 2021 and the 1ndian Ports Act 1908 including any amendments / changes as may be incorporated.

17. The Contractor shall be liable for pollution damage and the cost of clean-up which has occurred due to Contractor's and / or the Contractor's personnel by wilful, wanton, intentional, acts or omissions or gross negligence which cause or allow the discharge, spills or leaks of any pollutants from any source whatsoever.

18. PERSONAL PROTECTIVE EOUIPMENTS AND UNIFORM:

The Contractor shall provide the PPEs and Uniform to the workers as per the list above, which shall be reimbursed as per actual limited to Rs.6000/worker per year.

SECTION – IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. **BID SUBMISSION PROCEDURE:**

The bidder shall submit the bids on line; no manual bids shall be accepted.

2. **COST OF TENDER FEE/ EMD:**

The bidder shall deposit the amounts separately online as specified in the e-Tender Call Notice through National Electronic Fund Transfer (NEFT)/ Real Time gross Settlement (RTGS) only in favour of PARADIP PORT AUTHORITY**,** Bids not accompanied by cost of tender fee/ EMD shall be rejected.

Or

The EMD / Bid security may be submitted in the form of Insurance Surety Bonds/ Fixed Deposit Receipt from any of the Insurance Company / Commercial Banks having validity for a period 180 days from the last date of submission of bid or payment online in an acceptable form safeguarding the purchaser's interest in all respects.

The exemption towards submission of EMD & Tender Fee shall be considered for the bidders those who have registered with NSIC (National Small Industries Corporation) / MSE (Micro and Small Enterprises 2012), District Industries Centre (DIC) / KVIC (Khadi & Village Industries Commission) / KVIB (Khadi & Village Industries Board) / Coir Board / MOMSME (Ministry of Micro, Small and Medium Enterprises) / URC (Udyam Registration Certificate) submission (uploading) of certificate at the time of bidding **in the first cover** failing which the bid shall be rejected.

3. **SUBMISSION OF PERFORMANCE SECURITY DEPOSIT AND SIGNING THE AGREEMENT:**

(a) PERFORMANCE SECURITY DEPOSIT:

A sum of 10% of estimated cost put to tender shall be deposited by the successful tenderer (Contractor) as Performance Security Deposit (PSD) in shape of Demand Draft or bank transfer (any mode) or e-Bank Guarantee issued by any scheduled Bank as per prescribed format at Appendix-V. The e-BG towards PSD may either be submitted with 3 years and 2 months validity. The e-Bank Guarantee to be executed on stamp paper in the prescribed proforma of Paradip Port Authority.

OR

Performance Security Deposit may be furnished in the form of Insurance Surety Bonds / Fixed Deposit Receipt from Insurance company / Commercial Bank / online payment in an acceptable form safeguarding the Purchaser's interest in all respects. The insurance surety bond / fixed deposit to be executed on stamp paper of Rs.100/- in the prescribed Proforma of Paradip Port Authority.

The Performance Security Deposit shall be as per format at **APPENDIX – V & VA**.

EMD of the successful bidder will be refunded to the bidder after receiving the Performance Security Deposit. The firm should submit **the Performance Security Deposits within 30 days from the date of issue of Letter of Award (LoA).**

(b) SIGNING THE AGREEMENT:

The tenderer, whose offer has been accepted shall execute an agreement with PPA on a Rs.100/- non judicial stamp paper in the prescribed format within 15 days from the date of submission of PSD. All the expenditure in connection with signing of agreement shall be borne by the tenderer.

(c) If the Contractor fails to submit the PSD by scheduled date, then the following conditions shall be applicable:

(i) The delay condonation will be for a period of 30 days beyond scheduled date as mentioned in Letter of Award (LoA), at the written request of the Contractor on genuine grounds acceptable to Port with an additional security deposit / BG of 5% over the original (as per LoA) security deposit / BG value.

(ii) The above period can be further extended for another 15 days at the written request of the contractor on genuine grounds acceptable to Port with an additional security deposit / BG of 10% over the original (as per LOA) security deposit / BG value in addition to above 5% (i.e. total 15% extra).

(iii) If the Contractor fails to deposit PSD even within the extended period of 30 days after the scheduled date as mentioned in Letter of Award (LOA), his bid shall be summarily rejected and the bidder will be debarred from participating PPA tenders for a period of 02 (two) years apart from forfeiting his tender EMD. In case of MSME bidders, as there is no EMD, MSME Authority will be informed for necessary action at their end

4. INSPECTION:

The entire work shall be carried out under the supervision of Sr. Marine Engineer or his representatives.

5. BID EVALUATION:

The firm shall quote the commission in percentage excluding GST. The GST shall be paid extra as applicable. The tender shall be evaluated on the basis of quoted percentage (%).

6. PENALTY FOR DELAYED PAYMENT OF LABOUR WAGES:

The firm shall have to pay the wages to the deployed manpower under this contract by 7th day of succeeding month failing which 2% penalty shall be levied on the quoted commission.

7. PAYMENT TERMS:

The firm shall raise the bill on monthly basis as per the actual quantity executed during that month. After finishing the work, the firm shall deposit the bill in duplicate along with the copy of work done report. Payment shall be released within fifteen days from the date of receipt of bills in duplicate.

No Claim for payment from a contractor shall be entertained after the lapse of three years from the date of arising of the claim.

8. GATE PASS:

Gate passes for men & materials will be provided to the Contractor as per Port Rules on payment of applicable charges. Charges so paid by the contractor towards gate passes shall be reimbursed to the contractor as per actual on submission of cash deposit receipt.

9. SIGNING THE AGREEMENT:

The firm shall sign the agreement in a non- Judicial stamp paper of Rs. 100/- within 15 days from the date of submission of Performance Security Deposit.

10. TERMINATION OF CONTRACT:

Paradip Port Authority shall terminate the contract and the agreement within the contract period for the reason of major breach of agreement without any notice along with forfeiture of performance security deposit and debar the firm from participating in any tender of PPA for a period of 02 (two) years.

11. PRICE ESCALATION:

No escalation of percentage for commission shall be allowed within the contract period.

12. DEDUCTION:

An equivalent amount shall be deducted from the bills, if the workers are found absent at their work place. The amount shall be calculated as follows:

$$\text{Amount per day per worker} = \frac{\text{Monthly quoted amount}}{\text{No. of Workers X No. of days during the month}}$$

13. RESOLUTION OF DISPUTE:

The Board and the tenderer shall make every effort to resolve amicably, by direct informal negotiations, any disagreement or dispute arising between them in connection with the contract. However, in case of failure of negotiation, the matter shall be referred to Conciliation Committee of PPA /IPA. Neither party shall have the right to commence Arbitration to resolve any dispute. All such disputes which could not be settled are subject to the jurisdiction of Courts at Kujang, Jagatsinghpur District OR Honourable High Court of Odisha, Cuttack.

APPENDIX – I

FORM OF TENDER

To

The Sr. Marine Engineer,
Marine Department,
Paradip Port Authority.

1. Having examined the general information and conditions of contract and having satisfied ourselves of the work to be carried out for "**Providing Assistance for maintenances of electrical equipment of Tug, Floating crafts, workshop equipment for a period of 03 (three) years**" we offer to take up the work.

2. We further undertake, if our tender is accepted, to deposit 10% of contract value within 30 days from the date of receipt of Letter of Award (LoA) in shape of e-Bank Guarantee / Insurance Surety Bond / Fixed Deposit / Demand Draft / Banker's Cheque / online transfer as Performance Security Deposits (PSD).

3. We further undertake, we shall prepare and execute the agreement in the prescribed form within 15 days of submission of Performance Security Deposit. Unless and until a formal agreement is prepared and executed, this tender, together with your written acceptance thereof, shall constitute a binding contract between us.

4. We undertake to abide by tender for a period of 180 days from last date of submission of bid or such extension of time as may be accepted by us and same shall be binding on us and you are entitled to accept the same at any time before the expiration of the said period.

5. We have transferred EMD of **Rs.1,12,144/-**through RTGs / NEFT to A/c. No.0254104000169615 of PPA maintained with IDBI Bank Ltd., Paradip. We have also transferred Tender Fee of **Rs.1,500/- plus GST @18% = Rs.1,770/- (Non-refundable)** through RTGs / NEFT to A/c. No.0254104000169615 of PPA maintained with IDBI Bank Ltd., Paradip.

OR

Confirm that we have submitted the copy of registration certificate from NSIC (National Small Industries Corporation) / MSE (Micro and Small Enterprises 2012) / District Industries Centre (DIC) / KVIC (Khadi & Village Industries Commission) / KVIB (Khadi & Village Industries Board) / Coir Board / MOMSME (Ministry of Micro, Small and Medium Enterprises) / Udyam Registration Certificate (URC) in the first cover.

6. We further agree that in the event our withdrawing of the tender before the final decision or in the event of our failing to deposit the Performance Security Deposit or failing to execute an agreement within prescribed time from the date of receipt of the order to commence the work, the deposit of EMD indicated above shall stand forfeited to the Port Authority.

7. We understand that you are not bound to accept the lowest or any tender you may have received.

Dated, Signature __________

In the capacity of __________ duly authorized to sign the tender for and on behalf of (name and address of the company/firm).

Witness 1 Signature ________________

Address ________________

Witness 2 Signature ________________

Address _________________

APPENDIX – II

TECHNO-COMMERCIAL INFORMATION

1. Name of the Bidder :

2. Present address with Telephone No. and name of the contact person :

3. Whether you accept all the terms & conditions of the contract mentioned in the tender documents : Yes / No.

4. No deviation of the conditions of the contract or conditional offers is acceptable :

Signature of the firm's owner or Representative

APPENDIX– III

ELIGIBILITY INFORMATION

Sl. No.	Description of Documents	Whether submitted (Yes/No.)
1.	Scan copy of deposit slip for Tender fee **Rs.1,500/- plus GST @18% = Rs.1,770/- (Non-refundable)** and EMD amount of **Rs.1,12,144/-** only in shape of RTGs / NEFT. **OR** The exemption towards submission of **tender Fee and EMD** shall be considered for the bidders those who have registered with NSIC (National Small Industries Corporation)with valid registration certificate / MSE (Micro and Small Enterprises 2012) / District Industries Centre (DIC) / KVIC (Khadi & Village Industries Commission) / KVIB (Khadi & Village Industries Board) / Coir Board / MOMSME (Ministry of Micro, Small and Medium Enterprises) / Udyam Registration on submission (Uploading) of Registration Certificate at the time of bidding in the First Cover. The firms who have not submitted required tender fee or exemption certificate shall be treated invalid and shall be rejected. The bidder may submit the EMD in shape of Demand draft / Banker's cheque **OR** The bidder may submit the EMD in shape of Insurance Surety Bonds / Fixed Deposit Receipt from Insurance company / Commercial Bank / online payment in an acceptable form safeguarding the Purchaser's interest in all respects. The insurance surety bond / fixed deposit to be executed on stamp paper of Rs.100/- in the prescribed Proforma of Paradip Port Authority. **(as per APPENDIX IV)** **Also to submit the original hard copy within 07 (Seven) days from last date of submission of bid.** OR The exemption towards submission of EMD shall be considered for the bidders those who have registered with NSIC (National Small Industries Corporation) / MSE (Micro and Small Enterprises 2012), District Industries Centre (DIC) / KVIC (Khadi & Village Industries Commission) / KVIB (Khadi & Village Industries Board) / Coir Board / MOMSME (Ministry of Micro, Small and Medium Enterprises) / Udyam Registration Certificate (URC) submission (uploading) of certificate at the time of bidding **in the first**	

	<u>cover</u>. The bids of firms, those are found having not submitted EMD nor Exemption Certificate in the first cover shall be rejected.	
2.	The firm should have Average Annual turnover of **Rs.16,82,157/- (Rupees Sixteen Lakhs Eighty-two Thousand One Hundred Fifty-seven) only** during last three (03) financial years' 2022-23, 2023-24 & 2024-25 or 2023-24, 2024-25 & 2025-26. The firm should submit the copies of annual audited report or statement of annual turnover certified by a Chartered Accountant firm.	
3	Scanned copy of original work order / agreement and experience certificate with executed value of having successful completion of similar job during the last **07 (Seven) years** ending on **31th July, 2026** shall have to be submitted in respect of: **(a)** Three similar completed works each costing not less than **Rs.22,42,876/- (Rupees Twenty-two Lakh Forty-two Thousand Eight Hundred Seventy-six) only excluding GST;** **(OR)** **(b)** Two similar completed works each costing not less than **Rs.28,03,595/- (Rupees Twenty-eight Lakh Three Thousand Five Hundred Ninety-five) only excluding GST;** **(OR)** **(c)** One similar completed work costing not less than **Rs.44,85,751/- (Rupees Forty-four Lakh Eight-five Thousand Seven Hundred Fifty-one) only excluding GST.** **<u>NOTE:</u>** **(i)** If any firm is having running contract but partial completed period is meeting the above amount of eligibility criteria as on **31th July, 2026** then the firm can also participate in the tender, subject to submission of copy of Work Order / Letter of Acceptance and satisfactory partial work completion certificate with work executed value issued by the Owner / Employer. **(ii)** **<u>Similar job means:</u>** Supply of manpower for maintenance of electrical equipment, or supply of manpower on contractual basis to Govt. / Public sector or Supply of manpower for marine operation etc. The firms must submit the copy of work order & completion certificate with work executed value as proof towards similar work experience. **(iii)** Scanned copy of Original TDS Certificate must be furnished if the	

	work Completion Certificate from any Private Organization is submitted. **FORMAT FOR TDS DETAILS FOR THE SIMILAR WORKS** is as per **APPENDIX-VIII.**	
4	Duly signed copy of TECHNO COMMERCIAL INFORMATION as per **APPENDIX – II**	
5	Copies of Certificates of Registration for GST, PAN, EPF & ESI to be submitted.	
6	**UNDERTAKING BY THE BIDDER (in Letterhead) as follow:** **(i)** That we 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. **(ii)** 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, duties, fees, cess etc. and all other incidental charges except GST. **(iii)** We undertake and declare that our firm is not having disputes / blacklisting / ban of business with any government organizations. **(iv)** We declare that we are not related to any officers of Paradip Port Authority or any officer of the rank of Under Secretary or above in the ministry of transport & shipping, Govt. Of India. **(v)** If firm is having any relation with officer or Paradip Port Authority then they should give a declaration along with the tender about the name of the relative who are employed as non-gazetted employee in Paradip Port Authority.	

Signature of the firm's owner or Representative

APPENDIX – IV

FORMAT OF INSURANCE SURETY BOND/ FIXED DEPOSIT FOR EMD

KNOW ALL BY THESE PRESENT THAT ____________________ (Name of the Bank), a Banking Corporation carrying on banking business including Guarantees at Paradip and other places and having its office at ______________ (hereinafter called 'The Bank' which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns).

WHEREAS the Board of Paradip Port Authority constituted under the Major Port Trusts Act, 1963 / Major Port Authority bill 2021 (hereinafter called 'The Board' which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) had invited tenders for ________________________________ (hereinafter called Tender) as per Instructions to the Tenderers, General Conditions of the Contract, Scope of work, Specifications and Price schedule covered under 'Tender'.

AND WHEREAS M/s___________________________________ (hereinafter called the 'Tenderer') has offered to carry out the work under the said Tender.

AND WHEREAS under the conditions of the tender, the Tenderer is required to give an Earnest Money Deposit in the form of Insurance Surety Bond / Fixed Deposit from the insurance company / scheduled Bank for the sum of Rs.________ (Rupees______________) and should be encashable at Paradip branch of issuing bank.

AND WHEREAS M/s. __________________________________ have requested the Insurance Company / Scheduled Banks to furnish a Guarantee to the Board for the sum of Rs.__________ (Rupees__________________________________).

NOW THIS IDENTURE WITNESSETH that the said Bank do hereby stand surety for the said sum of Rs.___________ (Rupees__________ _________________) AND DO HEREBY GUARANTEE TO AND COVENANT WITH AND irrevocably agree to pay to the Board upon demand in writing without referring to M/s. _______________________________ (Name of the Tenderer) and without questioning the right of the Board to make such demand or the propriety or legality of such demand, such sum or sums not exceeding in the whole a sum of Rs.__________ (Rupees____________________________________) as may be payable to the Board by the Tenderer by reason of withdrawing his tender before the expiry of validity period of the Tender or such time as may be extended by the Board to which M/s.__________________________ have agreed in writing, or in the event of the tender being accepted by the Board and fails to enter into a Contract or to furnish performance Guarantee as per the terms of the contract, in respect of which the decision of the Board shall be final and legally binding and the said Bank do further covenant and declare that this security is irrevocable and shall remain in force up to and inclusive of the _______ (date):

AND Insurance Company / Scheduled Banks further declares that notwithstanding anything to the contrary contained hereinabove, the Insurance Company / Scheduled Banks liabilities under the Guarantee is restricted to Rs.____________ (Rupees _______________________) and unless a demand in writing under the Guarantee is made with the Bank within the date ______________, all the rights of Board under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liability there under:

Notwithstanding anything to the contrary contained herein:

Our liability under this Bank Guarantee shall not exceed Rs.______________(Rupees______________________________________) only.

This bank Guarantee shall be valid up to ____________ and

We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ____________.

IN WITNESS WHEREOF, the duly constituted attorney of the Bank has here up to set his/their hands and seals on the _________of _____2026.

SIGNED, SEALED & DELIVERED

By the within named_____________

Through its duly ________________

Constituted Attorney Mr.___________

APPENDIX – V

e-BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY DEPOSIT

To be used by Nationalized / scheduled Banks

1) In consideration of the Board of Authorities of Paradip Port Authority (hereinafter called 'the Board') having agreed to exempt ______________________________ - ________________(hereinafter called the 'the said contractor/s') from the demand under the terms and conditions of an agreement to be entered between ________ ______________________________ and the Board of Authorities of Paradip Port Authority for **"Providing Assistance for maintenances of electrical equipment of Tug, Floating crafts, workshop equipment for a period of 03 (three) years."**(hereinafter called 'the said agreement') of Performance Security Deposit / Performance Guarantee for the due fulfilment by the said contractor/s of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs. ____________ (Rupees ______________________________ only), we ______________________ Bank (hereinafter referred to as 'the Bank') do hereby undertake to pay to the Board an amount not exceeding Rs. ________________ against any loss or damage caused to or suffered by or would be caused to or suffered by the Board by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.

2) We, ____________________________ Bank, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by or would be suffered by the Board by reason of any breach by the said contractor(s) of any of the term or condition contained in the said agreement or by reason of the contractor's failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this agreement. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. __________.

3) We, ____________________________ Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till the Board certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing within two months from the expiry date i.e. from ____________ we shall be discharged from all liabilities under this guarantee thereafter.

4) We, ____________________________ Bank, further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said contractor(s) and to forbear or endorse any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance act or omission, on the part of the Board or any indulgence by the Board to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5) Notwithstanding anything stated above, our liability under the guarantee is restricted to Rs.__________________ (Rupees ______________________________ ___________________ only). The guarantee shall remain in force until __________. Unless a suit or action to enforce claim under the guarantee is filed against us within three months from that date, all rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

6) The Board is authorized to enforce claim against the guarantee at the local branch of the issuing Bank in Paradip in case such an eventuality arises (*).

7) We, _____________________________________ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

Dated __________ day of __________________

FOR ______________________________________ BANK

FOR E-BANK GUARANTEE

Sl. No.	*Particulars*	*Beneficiary Details*
1	UIN = PAN	AAALP0055A
2	Name	PARADIP PORT AUTHORITY
3	Date of Incorporation/Birth	01.06.1965
4	E.mail ID	facao@paradipport.gov.in
5	Contact Number	9937979753
6	Legal Constitution	Local Authority
7	Registered Office Address with PIN Code	Paradip, Dist-Jagatsinghpur, Odisha, Pin-754142
8	Communication Address with Pin Code	Paradip, Dist-Jagatsinghpur, Odisha, Pin-754142
9	Savings Bank A/c No.	30652649507
10	Name of the Bank	State Bank of India, Paradip Branch
11	IFSC Code	SBIN0003945

APPENDIX – VA

FORMAT OF INSURANCE SURETY BOND / FIXED DEPOSIT
FOR PERFORMANCE SECURITY DEPOSIT

To be used by Insurance Company / Scheduled Banks

1) In consideration of the Board of Authorities of Paradip Port Authority (hereinafter called 'the Board') having agreed to exempt ______________________________ - ______________________(hereinafter called the 'the said contractor/s') from the demand under the terms and conditions of an agreement to be entered between ______ ____________________________________ and the Board of Authorities of Paradip Port Authority for **"Providing Assistance for maintenances of electrical equipment of Tug, Floating crafts, workshop equipment for a period of 03 (three) years."** (hereinafter called 'the said agreement') of Performance Security Deposit / Performance Guarantee for the due fulfilment by the said contractor/s of the terms and conditions contained in the said agreement, on production of an **INSURANCE SURETY BOND / FIXED DEPOSIT** for Rs.____________ (Rupees___________________________________)only, we _________________________ Insurance Company / Scheduled Banks (hereinafter referred to as 'Insurance Company / Scheduled Banks') do hereby undertake to pay to the Board an amount not exceeding Rs. __________________ against any loss or damage caused to or suffered by or would be caused to or suffered by the Board by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.

2) We, ________________________________ Insurance Company / Scheduled Banks, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by or would be suffered by the Board by reason of any breach by the said contractor(s) of any of the term or condition contained in the said agreement or by reason of the contractor's failure to perform the said agreement. Any such demand made on the Insurance Company / Scheduled Banks shall be conclusive as regards the amount due and payable by the Insurance Company / Scheduled Banks under this agreement. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ____________.

3) We, _______________________________ Insurance Company / Scheduled Banks, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till the Board certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing within two months from the expiry date i.e. from ___________________ we shall be discharged from all liabilities under this guarantee thereafter.

4) We, ____ Bank, further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said contractor(s) and to forbear or endorse any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance act or omission, on the part of the Board or any indulgence by the Board to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5) Notwithstanding anything stated above, our liability under the guarantee is restricted to Rs.__________________ (Rupees _______________________________ ___________________ only). The guarantee shall remain in force until __________. Unless a suit or action to enforce claim under the guarantee is filed against us within three months from that date, all rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

6) We, _____________________________________ Insurance Company / Scheduled Banks, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

Dated __________ day of __________________

FOR ______________________________________ BANK

APPENDIX – VI

AGREEMENT FORMAT

This agreement is entered into at Paradip Port, Dist. Jagatsinghpur, Odissa-754142 on this _____ day of _____________ 2026 between the Board of the Paradip Port Authority (hereinafter called the 'Board', which expression, where the context so admits, includes its successors in office and assigns) of the one Part,

AND

M/s. _____________, having their Registered office at _________, their Corporate Office at ___________ and their Branch Office at ______________ (hereinafter called the 'Contractor', which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators and assigns) of the other part.

WHEREAS the Board is desirous of executing the work **"Providing Assistance for maintenances of electrical equipment of Tug, Floating crafts, workshop equipment for a period of 03 (three) years."** in accordance with the work order, special conditions of contract and other terms and conditions mutually agreed upon between the parties for an amount of Rs._________ PLUS GST and WHEREAS the Contractor has submitted a Bank Guarantee bearing No._________ dated ________ issued by ______________, Address_____________ for Rs.___________ @ 10% of the contract value as initial security deposit for the due fulfilment of all the conditions of the contract for twelve months.

WHEREAS the Contractor has agreed to guarantee the satisfactory performance of the work for a period of one year from the date of completion of the work.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the general conditions of the contract, scope of works, special conditions of contract and other terms & conditions mutually agreed upon.

2. The following documents shall be deemed to form and be read and construed as part of this agreement viz:

- **(i)** E-Tender Call Notice No. MD/SME/WORKS-03/2026/**190** dt.31/08/2026 published by the Board.
- **(ii)** Technical Bid No._____ Dt.______ submitted by the Contractor.
- **(iii)** Price Offer of the Contractor opened on Dt.______.
- **(iv)** LOA No. ___________________Dt._____ issued by the Board.
- **(v)** Work Order No. ______________________Dt._____ issued by the Board.
- **(vi)** Bid Documents including:
  - **(a)** General Conditions of Contract
  - **(b)** Scope of work

(c) Special Conditions of Contract

(d) Specifications

3. The Contractor hereby covenants with the Board for **"Providing Assistance for maintenances of electrical equipment of Tug, Floating crafts, workshop equipment for a period of 03 (three) years."** at a total rate of Rs.______ (Rupees _________ only). The above price is inclusive of all Central / State Taxes & Duties and all other expenses such as EPF, ESI, Annual Bonus, PPE, Port Entry Passes etc required for execution of the contract except GST, which shall be paid extra as applicable.

4. The Board hereby covenants to make the payment to the contractor in the manner prescribed in the contract.

In the event of any dispute arising out of this contract, clause No.35 (Dispute & Appeal) of General Conditions of Contract shall apply.

IN WITNESSTH THEREOF the Parties hereunto have set their hands and seals the day and year fixed first above written.

Signed by the Sr. Marine Engineer for and on behalf of the Board of the Paradip Port Authority in the presence

of ______________________________ } --------------------------------

Name Signature

Signed by ______________________ for and on behalf of the Contractor, M/s. ___________ in the presence

of ______________________________ } --------------------------------

Name Signature

APPENDIX – VII

FORMAT FOR REFUND OF EMD

(To be submitted in Official Letter Head duly signed & stamped)

To

The Sr. Marine Engineer,
Marine Department,
Paradip Port Authority.

Sub.: Request for Refund of Earnest Money Deposited by us for the tender "**Providing Assistance for maintenances of electrical equipment of Tug, Floating crafts, workshop equipment for a period of 03 (three) years**".

Ref.: E-Tender Call Notice No. MD/SME/WORKS-03/2026/**190** dt.31/08/2026.

Dear Sir,

With reference to the above tender, it is requested that the Earnest Money of **Rs.1,12,144/-** deposited by us through RTGS / NEFT may please be refunded to us through E-payment (RTGS / NEFT) at our following bank details:

1) Name of the Firm (beneficiary) :

2) Amount to be Paid / Refunded :

3) Name of the Bank with Address :

4) Bank Account Number :

5) Account type :

6) IFSC Code No. of the Bank :

Thanking you,

Yours faithfully,

Signature of the firm with official seal

APPENDIX – IX

FORMAT FOR TDS DETAILS FOR THE SIMILAR WORKS

TO WHOMSOEVER IT MAY CONCERN

We have verified the TDS Certificate (26 AS) during the FY(s) ………………………………………………………………., work allotment letter and other related documents issued by **(Name of the Firm)** having its registered office at ________________________ and certified that TDS deducted during FY(s) in respect of the work as detailed below:

Sl. No.	Name of the Similar Work executed	Financial Years	Executed value excluding GST	TDS Amount (in Rs.)
1.				
2.				
3.				
4.				
5.				
6.				
7.				

Chartered Accountant

Sign. and Seal with UDIN No.