PORT RAILWAY DIVISION
ENGINEERING DEPARTMENT
PARADIP PORT AUTHORITY

BID DOCUMENT FOR

THIRD PARTY QUALITY ASSURANCE FOR THE WORK "CONSTRUCTION OF ADDITIONAL TWO LANE CONCRETE ROAD LEADING FROM JSW TIPPLER TO SUB STATION-3 (SS-3) JUNCTION AND MCHP SETTLING POND TO TRANSPORT TOWER-4)TT-4) OF MCHP INSIDE HARBOUR AREA."

Office of the Port Railway Division,
Engineering Department, Paradip Port Authority,
First Floor, Administrative Building,
Post: Paradip – 754 142,
Dist: Jagatsinghpur (Odisha).
Mob: (0)9937675479
E-mail:alokm@paradipport.gov.in

PORT RAILWAY DIVISION
ENGINEERING DEPARTMENT
PARADIP PORT AUTHORITY

No.:CE/PRD/ACCTS-14/26/***337*** **Date:10.11.2026**

e-Tender Call Notice

(1) e-Tenders are invited in **Single Stage Two Bid System** in **Percentage basis** for the following work on behalf of Paradip Port Authority from the experienced Third Party Quality supervision/control/assurance services from **Govt./PSU/ Quality Management System Certifying Organizations (who are issuing ISO Certificates)** meeting the pre-qualifying criteria 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.

(2) **(a)** The bidder should have **GST Registration Certificate**.

(b) The bidder should have **PAN Card & Income Tax Return of preceding three** years

(3) The bidders may submit bids for the following works.

Description of the Assignment	Estimated Cost (In Rs.)	Earnest Money Deposit (in Rs.)	Cost of Tender Fee (non-refundable) (in Rs.)	Period of Completion
Third Party Quality Assurance for the work "Construction of additional two lane Concrete Road leading from JSW Tippler to Sub Station-3 (SS-3) junction and MCHP Settling Pond to Transport Tower-4(TT-4) of MCHP inside Harbour area**".**	**23,04,907.04 (Excluding GST)**	**46,099/-**	**750/-**	**12(Twelve) Months** or till completion of the work by the executing agency

Scope of work: The work involves third party inspection and quality supervision/control/assurance for the work **"**Construction of additional two lane Concrete Road leading from JSW Tippler to Sub Station-3 (SS-3) junction and MCHP Settling Pond to Transport Tower-4(TT-4) of MCHP inside Harbour area**".** The firm has to deploy their Engineers for quality supervision/control/assurance of the works and to submit the report to the Division.

The estimated cost for Third Party Quality Assurance stands at Rs.23,04,907.04 (excluding GST) which is 1% of the total Put to tender amount of above mentioned works i.e. Rs.23,04,90,704.36.

N.B.:(i) The bidder who has been Blacklisted/Terminated/Debarred in any other organization as well as PPA shall not be considered for bid evaluation.

(ii) The deposit of cost of Tender Fee and E.M.D by the participating bidder will be made by National Electronic Fund Transfer (NEFT)/Real Time Gross Settlement (RTGS) only to the Account mentioned as at 4.1(B) (Bid Information). A self-signed copy of acknowledgement for cost of Tender Fee must be upload along with the Technical Bid.

(OR)

Any Firm registered with National Small Industries Corporation Ltd. (NSIC), Micro & Small Enterprises, 2012 to all MSE's registered with District Industries Centers (DIC)/Khadi & Village Industries Commission (KVIC)/Khadi & Village Industries Board (KVIB)/Coir Board/Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small & Medium Enterprises (MoMSME)/ Udyog Aadhar Memorandum (UAM), irrespective of relevance of the product category shall be **exempted** towards deposit of EMD and Tender Fee for the subject tender. Such registration certificate must be uploaded by the bidder along with the Technical Bid failing which the tender shall not be considered.

(iii) The bidder shall upload the experience certificate for completed similar work(s) having Schedule Date of Commencement & Completion, Actual Date of Completion, Contract Value, Actual Executed Value etc. In addition to this, Bidder should upload the Work Order(s) & Bill of Quantity(ies) in respect of the completed similar work, Contact address of the organization/ Contact person with Mobile No., Landline No., FAX No., Postal Address etc. who has issued such certificate.

4. TIME SCHEDULE OF TENDER:

Sl. No.	Particulars	Date	Time
1	Tender e-Publication date	10.11.2026	17:00 Hrs.
2	(a) Document download start date	10.11.2026	17:00 Hrs.
	(b) Document download end date	01.12.2026	17:00 Hrs.
3	(a) Start date for seeking Clarification on-line	---	---
	(b) Last date for seeking Clarification on-line	---	---
4.	Date of Pre-Bid meeting & Site visit	---	---
5.	Date of uploading response to Clarifications sought	---	---
6.	(a) Bid Submission start date	10.11.2026	17:00 Hrs.
	(b) Bid Submission end date	01.12.2026	17:15 Hrs.
7.	Tender Opening Date.	02.12.2026	11:00 Hrs.

5. CONTRACT DATA

(A) GENERAL INFORMATION:

SL. No.	Item	Details
1	Name of the assignment	Third Party Quality Assurance for the work "Construction of additional two lane Concrete Road leading from JSW Tippler to Sub Station-3 (SS-3) junction and MCHP Settling Pond to Transport Tower-4(TT-4) of MCHP inside Harbour area.".
2	Employer	Paradip Port Authority
3	Executing Authority	Executive Engineer, Port Railway Division, Paradip Port Authority
4	Estimated Cost put to tender	**Rs.23,04,907.04**
4	Accepting Authority	Chairman/Chief Engineer, Paradip Port Authority.

(B) BID INFORMATION:

1	Intended completion period/ Time period assigned for completion	**12 (Twelve) Months** or till completion of the work by the executing agency.
2	Last Date & Time of submission of Bid	Date **:01.12.2026** Time**: 17:15 Hrs**.
3	Date of opening	**02.12.2026 at 11:00 Hrs.**
4	Tender Fee and Earnest Money Deposit	**Rs.750/-** and **Rs.46,099/-** respectively to be deposited separately by NEFT/RTGS only to the Bank Account as detailed below : A/C No. **: 0254104000169615** In favour of : Paradip Port Authority. Type of A/C : Saving Branch **: IDBI Bank Ltd.,** Madhuban, Paradip. IFSC **: IBKL0000254** **The EMD also accepted in form of Insurance Surety Bond from any Commercial Bank.**
5	Bid validity period	180 Days from the date of opening of the bid.
6	Currency of Contract	Indian Rupee
7	Language of contract	English

6. Bidders for the third party inspection (TPI) shall be from Govt./PSU Organizations /Quality Certifying Organizations (who are issuing ISO certificates) having similar service experience for the work value not less than Rs.23,04,90,704.36.

7. Bid documents consisting of notice inviting bids, table of contents, Information to Bidders, agreement, terms of reference, Bill of Quantity (BOQ) in prescribed .xls format and the set of terms & conditions of contract can be seen in the website: https://eprocure.gov.in/eprocure/app.

8. For effecting the Bid, the online Bidder shall deposit **the cost of Tender Fee** to the A/C mentioned at 5.(B) (Bid Information) through National Electronic Fund Transfer (**NEFT**) / Real Time Gross Settlement **(RTGS**) and obtain the acknowledgement of the said transaction. A self signed copy of these acknowledgements should be uploaded by the Bidder while submitting the tender in respect of documents regarding cost of Tender Document.

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

The account from which the cost of Tender Fee 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.

9. The Bid documents will be available in the website: eprocure.gov.in/eprocure/app from **10.11.2026 to 01.12.2026 upto 17:15 Hours for online bidding.**

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

11. All Bids are to be submitted online on the Website eprocure.gov.in/eprocure/app. No Bid shall be accepted off-line. The Bids shall be received **only "online" on or before 01.12.2026** upto **17:15 Hours.**

12. In the e-Tender System, after uploading the Bid; the bidder not to send any documents (Hard copy) to the Tender inviting Authority before opening of Technical Bid (in case of Two Stage Bid). After opening of the Bid, the Authenticity of the uploaded documents as per requirement of the e-Tender document will be verified by the Tender Inviting Authority.

13. The Price-bid of the bidders 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 can view bid opening remotely on their personalized dash board under "Bid Opening (Live)" link.** The bidders will get the information regarding the status of their financial bid and ranking of bidders on website.

14. If there is a tie between two or more bidders for deciding the L-1 Offer, then the designated Tender Committee will finalize the tender by a transparent lottery system through video recording in presence of the L-1 bidders or their authorized representatives. Even if any or all L-1 bidders or their authorized representatives fail to be present at scheduled date and time of lottery, duly informed to them, the lottery system shall be carried out by the committee to finalize the L-1 bidder.

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

16. 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.

17. 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.

18. Bidders are advised to visit the site of work prior to submission of their bid. Bidder shall get himself thoroughly familiarized with the site conditions, etc. before submission of the e-tender. He/she/they may contact the **Executive Engineer, Port Railway Division** or his authorized representative at his office at Administrative Building, Paradip Port Authority, Dist: Jagatsinghpur, Odisha – 754 142. In this regard, non-compliance of the same will no way relieve the successful bidder of any of his obligations in performing the assignment in accordance with this Bid Document within the quoted price.

19. The PPA are not bound to accept the lowest or any Tender and reserve the right to accept a tender in full or in part and / or reject a tender in full or in part without assigning any reason thereof.

20. **VALIDITY:**

The tender shall remain open for acceptance for a period of **180 days** from the date of opening of bid.

Sd/-10.11.2026
Executive Engineer,
Port Railway Division,
Paradip Port Authority

C.C to:

(1) All HODs, PPA for kind information and with request to give wide publicity to the tender call notice in the Notice Board.

(2) S.E (H), PPA for kind information.

(3) All EEs of Engineering Department except EE, PRD for wide circulation / Sr. Dy. Director, EDP Cell, PPA for favour of information.

(4) HA, PRD, PPA for information & necessary action.

CHECK LIST TO BE UPLOADED BY THE BIDDER

Name of Work: **Third Party Quality Assurance for the work "**Construction of additional two lane Concrete Road leading from JSW Tippler to Sub Station-3 (SS-3) junction and MCHP Settling Pond to Transport Tower-4(TT-4) of MCHP inside Harbour area"**.**

Sl. No	Descriptions	Uploaded (Yes/No)	If Yes, Page Reference
1	**COVER-I (Technical Bid)** (a) Scanned copy of acknowledgement towards EMD & Cost of Tender Document.		
2	Scanned copy of similar service experience of work value not less than **Rs.23,04,90,704.36.**		
3	Scanned copy of duly filled up the following:- Address of the TPIA : Attention : Telephone No. : E-mail :		
3	Scanned copy of PAN Card		
4	Scanned copy GST Registration		
5	Necessary Contact No. and email to be properly furnished		
	COVER-II (Price Bid)		
1	Online bids containing the Price Bids for the work in the Bill of Quantity [BoQ] format		

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Sd/-

Executive Engineer
Port Railway Division,
Paradip Port Authority

INSTRUCTIONS TO BIDDERS

1. **GENERAL INFORMATION:**

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.

2 **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.

3 **SUBMISSION OF BIDS**

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

(ii) 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.

(iii) In the e-tender system, after uploading the Bid, the Bidder need not to send any documents (hard copy) to the tender inviting authority before opening of Technical Bid (in case of two stage bid) or Price Bid (in case of single stage bid). After opening of the bid, the authenticity of the uploaded documents will be verified by the tender inviting authority.

(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, in .xls format and save it without changing the name of the file. Bidder shall quote their rates in figures 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 enable 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.

(xi) The bidders will have to produce the original documents or any additional documents, if asked for, to satisfy the authority.

Even though the bidders meets the above criteria, they are subject to be disqualified if they have made misleading or false representations in the forms, statements.

4.0 **BID VALIDITY:** The validity of offer shall be **180 days from the date of opening of tender.** A bid valid for a shorter period may be rejected by the Paradip Port Authority as being non-responsive. In exceptional circumstances, prior to expiry of the original tender validity period, the PPA may request the bidder, in writing, for a specified extension in the period of validity. The overall offer including personnel proposed for the assignment as well as quoted fees shall remain unchanged during period of validity.

4.0 The intending TPQAs are required to quote their prices for TPI services in the PRICE BID given in the Bid Document. Prices shall have to be quoted on percentage basis of the total Contract value of the work, both in figures as well as in words.. GST shall be paid separately at prevailing rate. The bidder has to upload the GST Registration Certificate along with the tender document.

5.0 **SUBMISSION OF OFFER:-**

5.1 The tender shall be submitted online in **Single stage two cover** system by uploading the tender documents along with self signed acknowledgement for cost of tender fee, the experience certificates & GST registration certificate in the **first cover** and by uploading the price offer in the prescribed BoQ format in the **second cover**.

In the e-Procurement Portal, an intelligent Bill of Quantity in Microsoft Excel format shall be made available to the bidder. Bidder shall quote lump sum price against the BOQ item in figures and should not leave any cell blank. The line item total in words and the total amount shall be calculated by the system and shall be visible to the bidder. He has to only write (type) the figures, the words will be self generated (Enabling macros).

5.2 The financial bid should include the cost of the assignment as detailed in the Terms of reference and other additional activities as felt necessary by Paradip Port Authority for completing the job. The price bid shall also include the cost of all visits made by Third Party Inspection Agency (TPIA) to the worksite. The cost of office expenses, stationary, travelling, attending meeting and related expenses shall be deemed to be included in the financial bid. **The quoted fee will be for providing Third party quality supervision/control/assurance services till actual date of completion of whole works and this quoted fee shall not be increased due to time and cost over-run of main works.**

6.0 **SUBMISSIONS, OPENING & EVALUATION:**

6.1 The bid should be submitted online at website: eprocure.gov.in/eprocure/app only, by the due date mentioned in e-Tender Notice. The Server Date & Time as appearing on the website: eprocure.gov.in/eprocure/app shall only be considered for the cut-off date and time for submission of bids. Offers sent through post, telegram, fax, telex, e-mail, and courier or by any other mode will not be considered. In case of date of opening is declared as holiday tender will be opened on next working day.

6.2 The system shall consider only the last bid submitted through the e-Procurement portal. **Conditional bids shall be rejected out-rightly.**

6.3 **For this tender, withdrawal of bid is not allowed.**

6.4 Only those bidders shall be considered by PPA, who has submitted all the documents as specified in the tender document, accept all the terms & conditions of the tender document unconditionally. The decision of the PPA shall be final and binding in this regard.

6.5 The bidder shall bear all cost associated with the preparation & submission of its 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.

6.6 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 eprocure.gov.in/e-procure/app, notice board and through paper publication.

6.7 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

6.8 After opening of the Bid, the authenticity of the uploaded documents as per requirement of the e-Tender Document will be verified by the Tender Inviting Authority.

6.9 After opening of first cover of bid, all the bidders will get the information regarding their eligibility on website.

6.10 The Price Bid will be opened & evaluated on the due 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.

6.11 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.

7.0 AWARD OF CONTRACT (AOC).

7.1 The bidder whose bid has been accepted will be notified for the award by the Paradip Port Authority (PPA) prior to expiration of the Bid validity period through the "Letter of Award", which will state the sum that the PPA will pay to the TPIA of their assignment in consideration of the execution, completion by the executing Agency as prescribed in the Contract.

7.2 The Bidder shall promptly check their e-mailbox registered with CPP Portal for receipt of any information/clarification/ correspondence in respect of their bid. PPA shall not be responsible for non-receipt/failure of e-mail to the bidders.

7.3 If any of the information furnished by the bidder is found to be incorrect, the Bid/ contract is liable to be rejected/terminated.

7.4 PPA reserves the right to cancel the tender without assigning any reason thereof.

7.5 Conditional offers are liable for rejection.

7.6 Bids from those bidders who have not submitted their offer as per e-Tender Notice will not be considered.

8.0 FRAUD AND CORRUPTION:

8.1 The Engineer-in-Charge will reject a proposal for award if he determines that the bidder recommended for award has been engaged in corrupt or fraudulent practices/ submitted false or forged documents in competing the tender in question.

8.2 Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited & the tenders submitted by the contractors who resort to canvassing will be liable for rejection

8.3 If any earlier fraud or corrupt cases was found against any bidder, the Board of Paradip Port Authority have the right to cancel the Bid for the corrupt/fraudulent bidder and may also debar him from participating in future tenders.

8.4 In case of submission of false/forged / fabricated documents by an agency in competing the tender; his EMD shall be forfeited and he shall be debarred from Paradip Port Authority Tender for a period of 3(Three) years.

9. **SECURITY DEPOSIT :-**

Initial Security Deposit (ISD) and Retention Money:

A sum of **10%** accepted value of the tender shall be deposited by the successful tenderer (Contractor) as Security Deposit (SD). This may be deposited initially 1% value of the contract as initial security deposit (ISD) after issue of Letter of Intent & after deducting the EMD and ISD from the stipulated Security Deposit, the balance amount may be recovered in installment through deduction at the rate of 10% of the value of each running account bill subject to attaining the required amount by the last running bill. EMD of the successful bidder may be refunded to the bidder after receiving an equivalent amount of irrevocable e-Bank Guarantee only after issue of work order.

Note:-

a) e-Bank Guarantee should contain the name, reference of works, supplies or orders for which the guarantees are given as per the prescribed format given at **APPENDIX-II.**

b) The e-Bank Guarantee should preferably be issued from any of the branches of a scheduled bank functioning at Paradip in the name of Paradip Port Authority, **IFSC: ICIC0000776, Paradip**. In case the e-bank guarantee cannot be given from a schedule bank functioning at Paradip then the e-bank guarantee should be en-cashable in a branch of a schedule bank functioning at nearest possible branch of the bank to Paradip. The e-Bank guarantee itself should provide the encashability and be countersigned by the branch in-charge on presentation of the e-Bank guarantee.

c) **(i)** The ISD / EASD will be deposited within **30(Thirty) days** from the date of issue of the Letter of Intent (LoI). The delay condonation for deposit of ISD/EASD/PSD will be for a period of 15(Fifteen) days beyond schedule date mentioned in LoI at the written request of the agency on genuine grounds acceptable to Port with an additional Security Deposit /eBG of 5% over the original (as per LoI) Security Deposit /eBG value.

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

(iii) If the contractor fails to deposit ISD/EASD/PSD even within the extended period of 30 days after the scheduled date as mentioned in Letter of Intent (LOI), his bid shall be summarily rejected and the bidder will be debarred from participating PPA tenders for a **period of 2 years apart from forfeiting his tender EMD.** In case of MSME bidders, as there is no EMD, MSME Authority will be informed for necessary action at their end.

d) The ISD/EASD/PSD are also accepted in form of Insurance Surety Bonds issued from any commercial bank along with options mentioned in the Clause No.10(a), (b) & (c) above.

10 TIME SCHEDULE:

The time allowed for carrying out the assignment for the work is **12(Twelve) Months or till completion of the work by executing agencies from the date of commencement of the work.**

11.0 RIGHT OF THE BOARD TO ACCEPT OR REJECT TENDER:

The board does not bind itself to accept the lowest tender and reserves to itself the authority to reject any or all the tenders received without assigning any reason whatsoever.

Canvassing in connection with tenders is strictly prohibited and the tenders submitted by the tenderer(s) who resort to canvassing will be liable to rejection.

12.0 TAX RECOVERIES AT SOURCE:

Any type of taxes applicable to the subject contract, duties, service charges, rents, etc. as may be deductible would be deducted at source from the running payments of the TPIA by Paradip Port Authority at the time of effecting payments as contained in the provisions of relevant Acts/Laws. **GST as applicable for the contract will be paid extra by Paradip Port Authority**

As per law, if there is any provision for reimbursement/payment of any type of taxes by the employer, the same shall be done accordingly.

GST would be applicable @ 18% for works contract and will be paid extra.

13.0 LEGAL JURISDICTION:

All disputes are subject to exclusive jurisdiction of courts at **Kujanga, Odisha** only.

14.0 THE TENDER:

The amount quoted by the bidder in the bill of quantities(BoQ) shall be inclusive of all costs. No additional claim for extra cost etc. will be entertained unless specified in the tender.

15.0 SIGNING OF THE CONTRACT:

The successful bidder shall be required to execute an **agreement** in the proforma attached with the tender documents as **APPENDIX-I** with Odisha State Stamp paper of proper value **within 30 days from the date of issue of the work order**.

16.0 GENERAL TENDER TO FORM PART OF AGREEMENT:

This general e-Tender Notice, Information to bidders shall be deemed to form part of the Agreement.

SIGNATURE OF THE TENDERER

Executive Engineer,
Port Railway Division,
Paradip Port Authority.
Paradip- 754142
Dist- Jagatsinghpur
Odisha

TERMS OF REFERENCE

1.0 PROJECT DESCRIPTION:

The proposed work is for Third Party Quality Assurance (TPQA) for the work "Construction of additional two lane Concrete Road leading from JSW Tippler to Sub Station-3 (SS-3) junction and MCHP Settling Pond to Transport Tower-4(TT-4) of MCHP inside Harbour area".

The work shall be executed according to the relevant IS code/ Specification and terms & conditions mentioned in the Agreement of the executing Agency.

Note:- 1) Addition/ Deletion of new item may be as per requirement of site.

2) The Third Party Inspection Agency (TPIA) has to ensure quality control and quality assurance as per above specifications by deploying skilled and experienced Engineers to the work site.

2.0 PURPOSE

The Technical Specifications applicable to the project provide for Quality Assurance and Quality Control of the work executed by use of a Quality Management System (QMS). The basic concept of this process is that the contractor performs inspection & testing as per specifications to ensure a quality product and the Third Party Inspection Agency (TPIA) performs testing and Inspection according to the relevant IS code/ Specification and terms & conditions mentioned in the Agreement of the executing Agency (contractor) to ensure that the Contractor's Quality Control test results are in order. The system requires that both the contractor and the TPIA have technical personnel who are competent in testing and inspection of all technical works. The general idea is that the contractor has to perform the necessary tests and inspection to ensure the likelihood that all works in his scope meet the specifications instead of "after the fact" testing to see if all works meets the specifications. This approach enables the contractor much more control over his operations. He is responsible for his product from the beginning to the end till the final acceptance of all the works. The TPIA monitors his process of testing to make sure that what he is doing is adequate and accurate. Ensuring production of a quality work of durability and uniform performance by a Construction Contractor is the most important aspect of the quality supervision assignment of a TPIA.

3.0 TERMINOLOGY

Quality is defined as "The totality of characteristics of an entity that bears on its ability to satisfy the stated and implied need". Quality Control is defined as the procedure adopted and controls exercised to ensure that the materials proposed to be used in production, process adopted for production and workmanships of production conform to the prescribed standards and laid down acceptance criteria. The quality control is exercised by construction agency that ensures that the defined objective is achieved through appropriate tests, checks and inspections by suitable qualified personnel. Furthermore, the objective evidences of all tests, checks and inspections carried out from time to time are documented in prescribed formats for reference and record.

3.1 **Quality Assurance** of a work is defined as a process which exercises various checks at different stages of a work right from its inception till its acceptance, to put it in service to ensure that the work has been properly designed and constructed as per tender drawings and specifications.

3.2 **Confirmatory Testing** is defined as the sampling and testing which is carried out independent of quality control sampling and testing to confirm that the contractor's results which have been reported are correct and representative, with statistical parameters of the material being produced/ processed.

3.3 **Acceptance** is defined as those operations, inspections, sampling and accepting the tests that are conducted to determine whether the product or service will be accepted for use and payment. Acceptance is determined using a statistically based acceptance plan in construction with assurance that the contractor has fulfilled the quality control obligations. Acceptance is the responsibility of the client based on the report submitted by TPIA.

4.0 DOCUMENTS TO BE REFERRED

(a) Tender specifications, IS Codes and MoSRT&H guidelines.

(b) Quality Assurance and Quality Control procedures as per relevant codes/manuals.

(c) Any other documents/codes as deemed fit by TPIA/ Engineer-in-Charge.

5.0 SCOPE OF SERVICES OF TPIA

5.1 Preparation of Quality Assurance / Inspection Plan as per Tender Specifications. This will include

- Testing Plan of Raw Construction materials.
- Testing & Inspection Plan of construction activities, post execution checking etc.
- Testing and Inspection Formats.

5.2 Witnessing of all the levels (pre, intermediate and final) and certifying the quantities prior to making payment to the executing Agency by PPA as required for any Item of work.

5.3 Monitoring of construction work.

5.4 Review of Manufacturer's Certificates/ Test results from outside approved laboratory for all bought out items.

5.5 TPIA shall witness the quality control test on input materials and construction activity as per specifications, on the fact that contractor shall carry out all the testing as required as per contract specifications. Materials, for which testing facilities are not available at field laboratory(if any) and will be sent for testing to outside approved laboratory.

5.6 TPIA will witness all the field-testing carried out by construction agency as per the requirement of agreement based on standard codes and will review all the concerned reports and records regularly.

5.7 All the materials to be used in the project are covered in the scope of work of TPIA for quality check w.r.t. quality of material and its execution at site.

5.8 TPIA will also check the workmanship & methods adopted for completing the activities of work by construction agency and any shortcoming will be

informed by the TPIA for rectification.

5.9 Random sampling of materials for testing to be done by TPIA shall be done in such a way that it represents the whole work. The samples shall be collected in presence of representatives of construction agency as well as Engineer-in- Charge or his representative.

5.10 TPIA will witness calibration of all field laboratory equipments including concrete batching plant(if any).

5.11 One suitably qualified Civil Engineer of TPIA, as approved by Engineer-in-Charge will always be available at site or contractor's laboratory (if any) during currency of work. Senior representatives of TPIA will also visit the site as and when required/directed by Engineer-in-Charge.

5.12 Preparation & submission of monthly QA/QC report for the tests and inspections carried out by TPIA.

6.0 Brief Methodology of TPI Services

TPIA team will be posted at Paradip site as per the requirement at their own cost.

All third party inspection shall be carried out at site/local laboratory/outside laboratory as per the relevant codes on the basis of tender specification.

Regular visits at work site location shall be done for stage inspection of materials, field-testing at contractors laboratory (if any), sample collection for outside testing, site inspection and checking of items during execution.

For testing of construction materials at field laboratory (if any) & outside laboratory, the sampling of materials shall be done jointly by TPIA & Contractor & Paradip Port Authority. Sampling of the materials shall be done with the facilities available with the contractor.

Samples for outside testing shall be sealed by TPIA and forwarding letter shall be given by PPA through the contractor who will carry the sample and submit it to the approved laboratory.

After review of test report and analysis of inspection, observations will be made and communicated to the contractor/ PPA and to take necessary action for rectification/ modification (if required).

TPIA shall generate monthly report for tests and inspections carried out by TPIA and submit it to Paradip Port Authority.

Paradip Port Authority will hand over documents, Specifications/ BOQ for the Said work to TPIA.

TPIA agency shall also inspect all the deviation items, extra items and substitute items as per routine manner.

7.0 Payment Schedule:

- **85%** of the total fees shall be paid during execution of work on pro-rata basis of financial progress of work.
- Balance **15%** shall be paid after actual completion of execution work and final report submitted by TPIA.
- Total amount of TPQA fees shall be payable on the basis of total actual amount of the project work considering the quantities of various

items actually executed on completion of the project by the contracting agency on pro-rata basis. Thus the basis for payment of the TPQA's fees shall be the actual total amount of the project work considering variation in quantities as per actual execution and not the accepted tender amount of the contracting agency.

CONTRACT CONDITIONS

1. General Provisions:

1.1 Definitions

Unless the context otherwise requires the following terms whenever used in this contract have the following meanings

a) **"Applicable law"** means the law and any other instruments having the force of law in India, as they may be issued and in force from time to time;

b) **"Contract"** means the contract signed by the parties, to which these Conditions of contract are attached, together with all the related documents of such signed contract;

c) **"Effective Date"** means the date on which this contract comes into force and effect pursuant to condition 2.1;

d) **"PPA"** means the Paradip Port Authority

e) **"Personnel"** means persons hired by the TPIA.

f) "**Party"** means the client or the TPIA, as the case may be and parties mean both of them.

g) "**Services"** means the work to be performed by the TPIA pursuant to this contract for the purpose of the project, as described in Terms of reference hereto Request for proposal (RFP).

h) **"Chief Engineer"** means the Chief Engineer, Paradip Port Authority.

i) **"Executive Engineer"** means the Executive Engineer, **Port Railway Division** , Paradip Port Authority.

j) "Employer's Representative" means Executive Engineer. **Port Railway Division.**

1.2 Relation between the parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of agent and principal as between the PPA and the TPIA. The TPIA, subject to this contract, have complete charge of personnel performing the services and shall be fully responsible for the services performed by them or on their behalf.

1.3 Law Governing Contract

All disputes are subject to exclusive jurisdiction of courts at **Kujanga, Odisha** only.

1.4 Language

This contract shall be executed in English, which shall be binding and controlling language for all matters relating to the interpretation of this contract

1.5 Headings

The headings shall not limit, alter or affect the meaning of this c ontract.

1.6 Notices

1.6.1 Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to whom the communication is addressed, or when sent by registered post or facsimile to such party at the address specified below.

Employer's Representative :
Executive Engineer,
Port Railway Division,
Engineering Department, Paradip Port Authority, First Floor, Administrative Building,
Post: Paradip – 754 142,
Dist: Jagatsinghpur (Odisha).

For the TPIA :

Address :

Attention :

Telephone No. :

E-mail :

(Note: Fill in the Blanks)

1.6.2 Notice will be deemed to be effective as specified below.

In the case of personal delivery or registered mail, on delivery;

1.6.3 A party may change its address for notice hereunder by giving the other party notice of such change.

Authorized Representatives

Any action required or permitted to be taken, and document required or permitted to be executed, under this contract by Paradip Port Authority (PPA) or the TPIA may be taken or executed by the officials specified below.

For PPA : Executive engineer, Port Railway Division,
Paradip Port Authority

For the TPIA : .....
.....

(Note: Fill in the Blanks)

2.0 Commencement, Completion, Modification and Termination of Contract

2.1 Effectiveness of Contract

This contract shall come into force and effect from the **10th day** from the date of the letter of acceptance of the offer for Third Party inspection/ quality assurance services.

2.2 Commencement of services

The TPIA shall begin carrying out the services from the scheduled date of commencement of site work by the Executing Agency.

2.3 Expiration of contract

Unless terminated earlier pursuant to condition no. 2.8 of contract conditions hereof, this contract shall expire when services have been completed and all payments have been made at the end of such time period after the effective date or the extended period, if required

2.4 Entire Agreement

This contract contains all covenants, stipulations and provisions agreed by the parties. No agent or representative of either party has authority to make, and the parties shall not be bound by or be liable for, any statement representation, promise or agreement not set forth herein.

2.5 Modification

Modification of the terms and conditions of this contract, including any modification of the scope of the services, may only be made by written agreement between the parties, however each party shall give due consideration to any proposals for modification made by the other party.

2.6 Force Majeure

2.6.1 Definition

(a) For the purposes of this contract, "Force Majeure" means an event which is beyond the reasonable control of a party and which makes parties performance of its obligations hereunder impossible or so impractical as reasonably to be

considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such party's sub TPIA or agents or employees, nor (ii) any event which a diligent party could reasonably have been expected to both [A] take into account at the

time of the conclusion of this contract and [B] avoid or overcome in the carrying out its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

2.6.2 No Breach of Contract

The failure of a party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this contract in so far as such inability arises from an event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this contract.

2.6.3 Measures to be taken

a) A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with minimum of delay.

(b) A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible and in any event not later than fourteen (14) days following the occurrence of such event providing evidence of the nature and cause of such event and shall similarly give notice of the restoration of normal conditions as soon possible.

(c) The parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.6.4 Extension of Time

Any period which a party shall pursuant to this contract complete any action or task shall be extended for a period equal to the time during which such party was unable to perform such action as a result of Force Majeure.

2.6.5 Consultation

Not later than thirty (30) days after the award of work, as the result of an event of Force Majeure, have become unable to perform a material portion of the services, the parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.7 Suspension

The Engineer-in-Charge may by written notice of suspension to the TPIA suspend all payments to the TPIA hereunder if the TPIA fail to perform any of their obligations under this contract, including the carrying out of the services provided that such notice of suspension (i) shall specify the nature of the failure and (ii) request the TPIA to remedy such failure within the period not exceeding thirty (30) days after the TPIA of such notice of suspension.

2.8 Termination of Contract

The Engineer-in-Charge may by not less than thirty (30) days written notice of termination to the TPIA (except in the event listed in paragraph (f) below, for which there shall be a written notice of not less than forty five (45) days, such notice to be given after the occurrence of the events specified in the paragraph (a) through (f) of this condition no. 2.8. terminate this contract.

(a) If the TPIA fail to remedy in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to condition no. 2.7 herein above, within thirty (30) day of receipt of such notice of suspension or within such further period as the Engineer-in-Charge may have subsequently approved in writing;

(b) If the TPIA become (or, if the TPIA consist of more than one entity, if any of their members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;

(c) If the TPIA fail to comply with any final decision reached as a result of arbitration proceedings pursuant to condition no. 8 hereof;

(d) If the TPIA submit to the Engineer-in-Charge a statement which has a material effect on the right, obligations or interests of the PARADIP PORT AUTHORITY and which the TPIA know to be false;

(e) If as the result of force majeure the TPIA are unable to perform a material portion of the services for a period of not less than thirty (30) days or

(f) If the Engineer-in-Charge, in its sole discretion and for any reason whatsoever, decides to terminate this contract.

2.8.1 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Contract Conditions No.2.8 hereof, or upon expiration of this Contract to Contract Condition no.2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except:

(a) Such rights and obligations as may have accrued on the date of termination or expiration;

(b) The obligation of confidentially set forth in Contract Condition no.3.3 hereof;

(c) Any right which a Party may have under the Applicable Law.

2.8.2 Cessation of Services

Upon termination of this Contract by notice pursuant to Contract Conditions No. 2.8 hereof, the TPIA shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the TPIA and equipment and materials furnished

by the Engineer-in-Charge, the TPIA shall proceed as provided, respectively, by Contract Conditions No. 3.5 hereof.

2.8.3 Payment upon Termination

Upon termination of this Contract pursuant to Contract Condition no. 2.8 hereof, the Engineer-in-Charge shall make the payments to the TPA for the works carried out and successfully rendered till the date of termination.

2.8.4 Forfeiture of Security Deposit upon termination of contract.

In case, the agreement of TPIA is terminated due to the default of the TPIA, his Security Deposit (deducted up to that stage) shall be forfeited which shall be absolutely at the disposal of the Paradip Port Authority.

2.8.5 Disputes about Events of Termination

If the TPIA disputes whether as event specified in paragraphs (a) through (e) of Contract Condition no. 2.8 hereof has occurred, he may, within 45 days after receipt of notice of termination from the Engineer-in-Charge, refer the matter to arbitration pursuant to Contract Condition no. 9.4 here of and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3.0 Obligations of the TPIA

3.1 General

3.1.1 Standard of Performance

The TPIA shall perform the services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and consider appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The TPIA shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisors to the Paradip Port Authority, and shall at all times support and safeguard the Paradip Port Authority legitimate interests in any dealings with third parties.

3.1.2 Law Governing Services

The TPIA shall perform the services in accordance with the Applicable Law and shall take all practicable steps to ensure that any personnel and agents of the TPIA comply with the Applicable Law. If required the Engineer-in-Charge shall advise the TPIA in writing of relevant local customs and the TPIA shall, after such notifications, respect such customs.

3.2 Conflict of Interests

3.2.1 TPIA and Affiliates not to engage in certain Activities

The TPIA agree that, during the term of this Contract and after its termination, the TPIA and any entity affiliated with the TPIA shall be disqualified from providing goods, works or services (other than the services and any continuation thereof) for any project resulting from or closely related to the services.

3.3 Confidentiality

The TPIA and the personnel of either of them shall not, either during the term or within two (2) years after the expiration of this contract, disclose any proprietary or confidential information relating to the project, the services, this services, this contract or the Paradip Port Authority business or operations without the prior written consent of the Engineer-in-Charge.

3.4 Reporting Obligations

The TPIA shall submit to the Engineer-in-Charge the reports and documents specified in Terms of Reference, in the form, in the numbers and within the time periods as specified.

3.5 Material furnished by the Engineer-in-Charge

The material made available to the TPIA by the Engineer-in-Charge shall be the property of the Engineer-in-Charge and shall be marked accordingly. Upon termination or expiration of this agreement, TPIA shall furnish forthwith to the Engineer-in-Charge, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Engineer-in-Charge.

4 TPIA's Personnel

4.1 General

The TPIA shall employ and provide such qualified and experienced personnel as are required to carry out the services.

4.2 Description of Personnel

(a) The titles, job descriptions, minimum qualification and estimated periods of engagement in carrying out of the services of each of the TPIA's Key personnel as described in Technical proposal. If any of the key personnel has already been approved by the Engineer-in-Charge, his/her name is listed as well.

(b) If required to comply with the provisions of Contract Condition No. 3.1.1 of this contract adjustments with respect to the estimated periods of engagement of key personnel set forth in Technical proposal may be made by the TPIA by written notice to the Engineer-in-Charge provided; (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week whichever is larger. Any other such adjustments shall only be made with the written approval of the Engineer-in-Charge.

(c) If the additional work is required beyond the scope of the services specified in Terms of reference the estimated periods of engagement of key personnel set forth in Technical proposal may be increased by agreement in writing between the Engineer-in-Charge and the TPIA. Provided that any such increase shall not except as otherwise agreed cause payments under this contract to exceed the ceiling set forth of this contract.

4.3 Approval of personnel

The TPIA personnel to be deployed for this work shall be intimated the Engineer-in-charge.

4.4 Removal and/or Replacement of Personnel

(a) Except as the Engineer-in-Charge may otherwise agree, no changes shall be made in the Key Personnel. If, for any reasons beyond the reasonable control of the TPIA, it becomes necessary to replace any of the personnel, the TPIA shall forthwith provide as a replacement another person of equivalent or better qualifications.

(b) If the Engineer-in-Charge (i) finds that any of the personnel has committed serious misconduct or has been charged with having committed a criminal action or (ii) has reasonable cause to be dissatisfied with the performance of any of the personnel, then the TPIA shall at the written request of the Engineer- in-Charge specifying the grounds therefore, forthwith provide as a replacement a person with qualification and experience acceptable to the Engineer-in-Charge.

5 Obligations of the Engineer-in-Charge

5.1 Changes in the Applicable law

If after the date of this contract, there is any change in the Applicable Law with the respect to taxes and duties which increase or decrease the cost or reimbursable expenses incurred by the TPIA in performing the services then the remuneration and reimbursable expenses otherwise payable to the TPIA under this Contract shall be increased or decreased accordingly by agreement between the parties hereto.

5.2 Payment

In consideration of the services performed by the TPIA under this Contract, the Paradip Port Authority shall make to the TPIA such payments and in such manner as is provided in the term of reference clause No.7.0 of this Contract.

6. Currency of Payment

All payments shall be made in Indian Rupees.

7.0 Fairness and Good Faith

The parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realisation of the objectives of this Contract.

8.0 Security Deposit

An amount equivalent to 10% of the gross amount of each running bill of the TPIA will be deducted and held by PPA by way of Security Deposit.

Security deposit shall be released after 6 months of actual completion of the work. However before refund of security deposit, it will be ensured that extension of time, if any, for agreement of TPIA is decided by the competent authority and final bill of TPIA has already been paid.

9.0 Responsibility for accuracy of TPIA services provided

The TPIA shall be responsible for accuracy of services provided by them for the work. They shall indemnify the department through the Security Deposit to be deducted as per this agreement against any action arising out of such inaccuracies in the work which might surface at any time at a later date of implementation of the work.

9.1 Release of Security Deposit

The work of TPIA shall be completed once the work is complete and final report has been submitted. **Security Deposit shall be released after 06(Six) months of completion of TPIA consultancy works.**

9.2 Action for Deficiency in Services

9.2.1 Consultant liability towards the Client

TPIA Consultant shall be liable to indemnify the Client for any direct loss or damage accured or likely to accure due to deficiency in service rendered by them which shall include any or all cost and expenses incurred by the Client in removing the deficiency in Service including engaging any other consultant.

9.30 Effect of change in the scope of the work on TPIA consultancy fee no extra payment shall be made due to delay in completion of main work.

9.40 Settlement of Disputes & Arbitration

(a) The Contract shall be interpreted and have effect in accordance with the Law of India and no suit or other proceeding relating to this Contract shall be filed or taken by the contractor in any court of Law except in **Kujang Court, Odisha**.

(b) Arbitration shall be dealt as per Arbitration Act of Govt. of India.

(c) In case of any disputes pertaining to work during execution between the PPA, Paradip and Contracting Agency, Successful TPQA's representative shall participate at site in joint measurements etc. for verification.

9.50 Foreclosure

The Paradip Port Authority may, by not less than thirty (30) days of written notice of foreclosure (the expiry of the notice period whereof being the date of termination) to the TPIA, without assigning any reason whatsoever at any stage of the contract, terminate the contract.

Upon termination of this contract, the TPIA shall take necessary steps to bring the work to a close in a prompt orderly manner and shall handover all the documents/ reports prepared by the Consultant up to and including the date of termination to the Engineer-in-Charge.

The TPIA shall be duly paid for the works carried out and services rendered till the date of termination.

APPENDIX-I

AGREEMENT

The agreement made this _ _ _ _ _ _ _ _ day of _ _ _ _ _ _ _ Two Thousand Twenty Two between the Board of Paradip Port Authority , on the one hand hereinafter known as the "**Board"**, which shall include his duly authorized representatives and officers of the Paradip Port Authority and _ _ _

_ (name of TPIA) on the other hand, hereinafter known as the Third Party inspection/quality Assurance Agency, which includes its authorized representatives, and legal heirs, for the assignment of **Third party quality supervision/control/assurance services for the work "Construction of additional two lane Concrete Road leading from JSW Tippler to Sub Station-3 (SS-3) junction and MCHP Settling Pond to Transport Tower-4(TT-4) of MCHP inside Harbour area."** at tendered/negotiated tendered amount (strike out which is not applicable) of Rs..... (Rupees ...) And whereas Paradip Port Authority has invited the Bids from eligible agencies / institutes for providing services of Third Party inspection/quality Assurance Agency for implementation of the aforesaid work and whereas Paradip Port Authority has accepted the offer of the agencies / institutes, on the terms and conditions hereafter appearing.

NOW, THEREFORE, THIS AGREEMENT WITNESSES AS FOLLOWS:

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract (herein after referred to as the conditions of contract).
2. The following documents shall be deemed to form and be read and construed as part of this agreement namely:

(a) Instructions to Bidders,

(b) Terms of reference,

(c) Conditions of Contract,

(d) Quoted Bill of Quantity (BoQ)

(e) All the correspondences between the department and the tenderer after receipt of tender and before Award of work including negotiation letter, if any.

3. In consideration of the fee to be paid by Paradip Port Authority to the agencies / institutes as agreed to between the parties, the agencies /

institutes hereby covenants with the Government to provide the Third Party inspection/quality Assurance Agency services in conformity in all respect with the provision of this contract.

4. Paradip Port Authority hereby covenants to pay the consultancy in consideration of the provision of Third party quality supervision/control/assurance services the contract price at times and in the manner prescribed by the contract.

Third Party Inspection Agency	Chief Engineer, Paradip Port Authority
Witness: 1) 2)	Witness: 1) 2)

APPENDIX-II

e-BANK GUARANTEE FORMAT FOR _____

To

Paradip Port Authority.
IFSC: ICIC0000776,
Paradip.

Ref : Name of the Work : _____

T.C.N No._____ date: _____

WHEREAS _____ (herein after called "the Bidder") has/have submitted his/their bid dated _____ for _____ (herein after called "the Bid").

KNOWN ALL MEN by these presents that we _____ _____ of _____ having our registered office at _____ (hereinafter called "the Bank") are bound onto Paradip Port Authority (hereinafter called Paradip Port Authority) in the sum of Rs._____ (Rupees _____) only, for which payment will and truly to be made to the said purchaser, the Bank binds itself, its successors and assigns, by these presents. Sealed with the Common Seal of the Bank this _____ day of _____20_____.

THE CONDITIONS under which the B.G shall be forfeited are as under :

1. If the documents submitted by a bidder proves to be fake at any point of time during execution of work.
2. If the Bidder adopts corrupt or fraudulent practices and try to influence the Department during tender processing.
3. In case of a successful Bidder, if the Bidder fails to Sign the Agreement or to deposit the ISD within the specified time limit.

We undertake to pay to Paradip Port Authority the above amount, according to and upon receipt of their first written demand, without Paradip Port Authority having to substantiate their demand, provided that in their demand Paradip Port Authority will note that the amount claimed by them is due to them owing to the occurrence of any one or all of the above stated conditions, specifying the occurred condition or conditions.

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

THIS GUARANTEE will remain in force upto and including Dt._____ and any demand in respect thereof should reach the Bank not later than such date.

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

(Name of the Bank)

By _____
Title
Authorised Representative

(Signature of Witness)
Name & Address of witness:

DETAILS OF PARADIP PORT AUTHORITY

Sl,No,	Particulars	Beneficiary Details
1	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	Paradip, Dist: Jagatsinghpur, Odisha
8	Registered Office Address Pin Code	754142
9	Communication Address	Paradip, Dist: Jagatsinghpur, Odisha
10	Communication Address Pin Code	754142
11	Business Unit Code	
12	Contract Reference Number	---
13	Vendor Code	
14	e-Portal ID (GeM ID)	

DETAILED INFORMATION ABOUT e-BANK GUARANTEE

a) The e-Bank Guarantee (BG) must be issued by a scheduled Bank. If the issuing Bank has a branch at Paradip, then it has to ensure that the BG can be encashed at Paradip only. In case the issuing Bank does not have a Branch at Paradip, it has to ensure that the BG can be encashed at the nearest possible branch of the bank to Paradip. The issuing Branch of the bank must ensure that the BG is encashed immediately on invocation without any delay and demur. In encashing the BG the bank must strictly adhere to the RBI Guidelines issued from time to time. The issuing Branch of the bank must clearly mention the complete address of the Branch where the BG can be encashed when required.

b) The original BG should be sent by the issuing Branch of the bank to the beneficiary directly under Registered Post/Speed Post/Courier cover with Acknowledgement. In exceptional cases only, where the BG is handed over to the customer for any genuine reasons, the issuing Branch of the bank should immediately send an unstamped duplicate copy of the BG by Registered Post/Speed Post/Courier to the beneficiary with a covering letter requesting the beneficiary to compare the original BG received from the customer and conform that it is in order.

c) One officer should be specially designated by respective department with the responsibility for verification timely renewal and timely encashment of B.Gs.

d) In this regard, the revised BG format is enclosed and the same is to be made as a part of the Tender Document being issued henceforth. Also, in the case of tenders already floated where the leftover time for submission of offer is 7 days or more, necessary corrigendum may be issued to incorporate the new BG format. In all other cases the existing practice is to be followed.

Further, if any deviation I the BG submitted by the participant is noticed when compared to the format made available in the tender, the offer is not to be considered.