MARINE DEPARTMENT
PARADIP PORT AUTHORITY

e-TENDER DOCUMENT FOR THE WORK

"ANNUAL MAINTENANCE CONTRACT FOR SRP UNITS FITTED ON PORT VESSELS FOR A PERIOD OF 03 (THEE) YEARS"

ESTIMATED COST: Rs.37,57,500/- excluding GST

Office of the Senior Marine Engineer
Marine Department,
Paradip Port Authority,
Administrative Building, Rear Wing, First Floor,
Paradip – 754 142, Dist: Jagatsinghpur (Odisha)
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PARADIP PORT AUTHORITY
MARINE DEPARTMENT

No. MD/ACCTS/WORKS/R-12/2023 (Pt.)/1419 Date: 09/11/2026

e-TENDER CALL NOTICE (e-TCN)

e-Tenders are invited in Single Stage Three Cover System on behalf of the Board of Paradip Port Authority from OEM of Schottel GmbH/ Schottel Middle East FZE or its authorized dealer/ distributor for the works as mentioned below through on-line bidding on the website https://eprocure.gov.in/eprocure/apphaving 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 who want to participate should have:

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

(ii) Should have Income Tax PAN (Copy to be submitted on-line).

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

Description of work	Estimated Cost of work (Rs.)	Earnest Money Deposit (Rs.)	Tender fee (Rs.)	Completion Period
1	2	3	4	5
Annual maintenance contract for Schottel SRP units fitted on Port vessels for a period of 03 (three) years.	Estimated cost put to tender: Rs. 37,57,500/- excluding GST	Rs.75,150/-	NIL	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 EMD nor Exemption Certificate in the first cover shall be rejected.

3. 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**	**17:30 Hrs.**
	(b) Document download end date	**01.12.2026**	**17:00 Hrs.**
3.	(a) Bid Submission start date	**10.11.2026**	**17:30 Hrs.**
	(b) Bid Submission end date	**01.12.2026**	**17:00 Hrs.**
4.	Tender Opening Date (Technical / Pre-qualification Bid)	**02.12.2026**	**15:30 Hrs.**

4. CONTRACT DATA:

(A) GENERAL INFORMATIONS:

Sl. No.	Item	Details
1.	Name of the work	Annual maintenance contract for Schottel SRP units fitted on Port vessels 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, Paradip Port Authority.
5.	Accepting Authority	Dy. Chairperson, Paradip Port Authority.
6.	Executing Authority	Marine Engineer/Dy. Marine Engineer, Paradip Port Authority.
7.	Estimated Cost	**Estimated cost put to tender: Rs.37,57,500/- (excluding GST)**

(B) BID INFORMATION:

8.	Completion period	03 (three) years
9.	Last Date & Time of submission of Bid	**Date: 01.12.2026 ,Time: 17:00 Hrs.**
10.	Date of opening (Technical Bids)	**Date: 02.12.2026, Time: 15:30 Hrs.**
11.	**Tender Fee : NIL**	
12.	**Earnest Money Deposit (EMD)**	
	Amount	**Rs.75,150/-**
	In the form of RTGs/NEFT	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 APPENDIX - IVA).** **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 cover**. The bids of firms, those are found having not submitted EMD nor Exemption Certificate in the first cover shall be rejected.
	Payable at	Paradip
13.	Bid validity period	(180 Days).
14.	Currency of Contract	Indian Rupee

15.	Language of contract	English

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

5.1 Financial Criteria's: ELIGIBILITY CRITERIA:

The firm should have Average Annual turnover **of Rs.11,25,250/- (Rupees Eleven lakh Twenty-five Thousand Two Hundred Fifty) only** during last three (03) financial years' i.e. 2022-23, 2023-24 & 2024-25. The firm should submit the copies of Annual Audited Report from the Chartered Accountant firm.

5.2 The Bidder must be OEM of Schottel GmbH/ Schottel Middle East FZE or its authorized dealer/ distributor. The firm shall submit supporting dealership certificate.

5.3 The firm shall have any one of the Similar work experiences during last **07 years** as on **30/09/2026**;

Firm should submit copy of LOA/ Work Order/ Agreement and Work Completion Certificate/ Invoices with value:

(a) Successful completion of One similar work with executed value of **Rs.30,06,000/- (Rupees Thirty Lakh Six Thousand) only excluding GST**;

OR

(b) Successful completion of Two similar works with executed value of **Rs.18,78,750/- (Rupees Eighteen lakh Seventy-eight Thousand Seven Hundred Fifty) only excluding GST;**

OR

(c) Successful completion of Three similar works with executed value of **Rs.15,03,000/- (Rupees Fifteen lakh Three Thousand) only excluding GST**;

Note:

(i) Similar work means having carried out Overhauling and Maintenances of various models of Schottel make SRP units.

(ii) Work order/ purchase order and work completion with executed value without GST/invoices are to be submitted for similar work experiences.

(iii) The submission of Work Completion Certificate with executed values for the work undertaken at Paradip Port Authority is ***optional.***

(iv) Scanned copy of Original TDS Certificate (TDS Traces) of Form 26 AS downloaded from IT Website of Govt. of India must be furnished if the work Completion Certificate from any Private Organization is submitted. Also, the firm shall submit the statement of Income Tax paid against the submitted executed value of completed work duly certified by the Chartered Accountant firm as per **APPENDIX – VIII**.

(v) In case any firm submits the similar work experience from foreign firm, then they must submit the TDS Traces/ Certificate or exemption certificate from IT Department, Govt. of India.

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

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

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 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 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 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) registered with District Industries Centre (DIC) / KVIC (Khadi & Village Industries Commission) / KVIB (Khadi & Village Industries Board) / Coir Board / MOMSME (Ministry of Micro, Small and Medium Enterprises) / UAM Udyam Registration on submission (Uploading) of certificate **in the first cover** at the time of bidding**.** The bids of firms, those are found neither submitted 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 17:30 hrs., dt. 10.11.2026 to dt. 01.12.2026 up to 17:00 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. 01.12.2026 up to 17:00 Hours.**

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

11 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.

12 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.

13 Other details can be seen in the bidding documents.

14 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.

15 If the documents as per the e-Tender Call Notice (e-TCN) are not submitted along with the bid or shortfalls are noticed, then PPA at its discretion on the basis of recommendation of Tender Committee may ask for shortfall documents / clarifications.

16 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: All HoDs, PPA for wide circulation.

SECTION – I

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 **"**Overhauling and Maintenances of various models of Schottel make SRP units fitted on the Floating Crafts and Tug of Paradip Port Authority**"** 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.

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. 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 is 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.

Note: Those who already enrolled need not to go through the above steps.

4. SUBMISSION OF BIDS:

(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 EMD through NEFT / RTGS as per the instructions specified in the e-Tender call Notice.

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) registered with 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 **in the first cover** at the time of bidding**.** The bids of firms, those are found neither have submitted EMD nor Exemption Certificate **in the first cover**, 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, 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 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.

5. 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.

Scanned copy of proof for deposits of Earnest Money Deposit (EMD)

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) on submission (uploading) of certificate at the time of bidding.

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

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

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

(i) Scanned Copy of LOA/ work order/Agreement for Similar Job. Work Completion Certificate mentioning the Contact address of the organisation, the executed value excluding GST, Date of Commencement, Date of Completion towards successful completion of similar type of work during the last **07 (Seven) years** ending on **31/10/2026**.

(ii) Scanned Copies of Audited Balance Sheet/ Profit & loss account certificate from Chartered Accountant for last three years ending on **31st March 2026** Scanned Copy of Permanent Account Number (PAN) Card and GST registration certificate.

(iii) Scanned copy of Original TDS Certificate must be furnished if the Work Done Certificate from any Private Organization is submitted. Also to submit statement

of executed value and TDS duly certified by Chartered Accountant firm. (**as per Appendix-VIII**)

(C) Cover-3 (FINANCIAL/ PRICE BID):

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 item rate tenders, the bidder shall fill in rates in figures and should not leave any cell blank. The line item total in words and the total amount shall be calculated by the system and shall be visible to the bidder. He has to only write (type) the figures, the words will be self-generated (Enabling Macros).

6. OPENING & EVALUATION:

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

6.2 Only those bidders shall be considered qualified by the PPA, who submits requisite EMD, & 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.

6.3 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 this cost, regardless of the conduct or outcome of the tendering process

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

6.5 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.

6.6 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.

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

6.8 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.

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

6.10 Date of Financial/Price Bid opening would be published after technical bids evaluation are completed.

6.11 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.

6.12 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.

7. 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.

8. 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.

9. 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.

10. The tenderer shall quote realistic rates in respect of the services to be provided. The rates shall be firm and no other increase or decrease in prices will be allowed during the period of the contract.

11. 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 07 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.

12. 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.

13. 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.

14. <u>COMMENCEMENT AND COMPLETION OF WORK:</u>

The firm may commence the work any time on a mutual agreed date after the date of issue of LOA.

15. <u>CONFIDENTIALITY:</u>

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

16. <u>EARNEST MONEY DEPOSIT (EMD):</u>

(a) 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 invalid and shall be rejected.

OR

The 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.

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

(b) 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.

(c) The Earnest Money Deposit of unsuccessful tenders shall be returned on issue of Letter of Award (LoA). The EMD of the successful tenderer shall be refunded only on receipt of Performance Security Deposit and signing of the agreement.

(d) The EMD in respect of successful bidder may be forfeited and work order be cancelled, if they fail to furnish the necessary Performance Security Deposit within 30 days from the date of issue of Letter of Award (LOA) and enter into a contract agreement within 15 days from the date of submission of PSD.

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

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

SUBMISSION OF PERFORMANCE SECURITY DEPOSIT (PSD) AND SIGNING THE AGREEMENT

The selected firm shall have to submit the Performance Security Deposit within 30 days from the date of issue of Letter of Award (LoA):

(a) A sum of 3% of the quoted value of the tender shall be deposited by the successful tenderer (Contractor) as Performance Security Deposit (PSD) in shape of Demand draft / Banker's cheque / e-Bank Guarantee issued by any scheduled Bank as per prescribed format at **APPENDIX-V**. The e-BG towards PSD shall be valid for 02 months beyond the warranty from the date of completion i.e. 03 years 02 months.

(OR)

Performance Security 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 or VA.**

The EMD of the unsuccessful bidders will be refunded to the bidder on issuing the letter of award and EMD of the successful bidder will be refunded to the bidder after receiving the Performance Security Deposit upon receiving the duly filled and signed format as per **APPENDIX –VI**.

(b) The tenderer, whose offer has been accepted, shall execute an agreement with PPA on an 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 15 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 / e-BG of 5% over the original (as per LoA) security deposit / e-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 / e-BG of 10% over the original (as per LOA) security deposit / e-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 in any 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.

17. UNDERTAKING BY THE BIDDERS:

(a) 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.

(b) 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 incidental charges except GST.

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

(d) 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 Ports, Shipping and Waterways, Govt. of India.

(e) 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-gazette employee in Paradip Port Authority.

18. DISCLOSURE BY THE BIDDER:

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

SECTION – II

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS & INTERPRETATIONS:

Following words shall have the meaning hereby assigned to them except where contract otherwise requires.

(a) **Board:** Board means the Board of Paradip Port Authority, a body corporate under the Major Port Trust Act 38 of 1963 and Major Port Authority Bill'2021 and as amended from time to time or any other Officer duly authorized by them to execute the contract.

(b) **Contractor:** Contractor means a person or company whose tender has been accepted by the Board and includes the contractor personnel, representative, successor and permitted assignees.

(c) **Chairperson:** Chairman shall mean the Chairperson of Paradip Port Authority.

(d) **Deputy Chairperson:** Deputy Chairperson shall mean the Deputy Chairperson of Paradip Port Authority.

(e) **Deputy Conservator:** Deputy Conservator means the Deputy Conservator of Paradip Port Authority.

(f) **Works:** Works mean works to be executed in accordance with the contract.

(g) **Contract:** Contract means the notice inviting the tender, the tender and acceptance thereof and formal agreement if any executed between the Board and the contractor together with the documents referred to therein including the conditions with the appendix and special conditions, price schedule / bill of quantities and schedule of rates etc. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.

(h) **Contract Price:** The contract price means sum named in the tender subject to such addition thereof on deduction from there as may be made under the provisions therein after contained.

(i) **Approved:** Approved means approved in writing including subsequent written confirmation of previous verbal approvals and 'approval' means approved in writing including as aforesaid.

(j) **A Day:** A day means a day of 24 hours from mid night to next mid night as recorded at 0000 hrs. to 2400 hrs.

(k) **A month:** A month means month according to Gregorian calendar.

(l) **Work Done Certificate:** Work done certificate means certificate issued by the Deputy Conservator or his representative where the work has been completed to his satisfaction in accordance with the contract.

2. 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.

3. 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 Deputy Conservator in this regard shall be final.

4. 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.

5. 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 Acceptance (LOA). This Letter of Acceptance 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) 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 issue of Work Order. One set of the agreement will be returned to the Contractor after the signature of the authorized person.

(d) 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.

6. NO CORRESPONDENCE FROM UNSUCCESSFUL TENDERER:

No correspondence will be entertained from the unsuccessful tenderers.

7. CARE AND DILIGENCE:

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

8. 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.

9. RATES AND AMOUNTS INCLUDE ALL CHARGES:

The rates and amounts submitted by the tenderer shall be gross rates and amounts inclusive of all taxes & duties, except GST which shall be paid at the prevailing rates. Any new tax that may be levied during the execution of contract will be reimbursed by Paradip Port Authority. Any variation in the taxes during the pendency of contract will be adjusted in either way, for the same the base date which will be taken as the last date of submission of the bid.

10. PAYMENT:

Payment will be released within 15 days after receipt of bills in duplicate along with work done report of satisfactory completion of work duly signed by Engineer-In-Charge (EIC).

Note: All payments to the Firms / Contractors and others will be released through RTGs / e-payments.

11. INCOME TAX DEDUCTION:

Deduction of Income Tax shall be made from any amount payable to the Contractor as per the relevant provisions of the Income Tax Act.

12. DEDUCTION:

(a) Deduction of taxes at source shall be made from the bill of the tenderer in accordance with the prevailing rules of Paradip Port Authority.

(b) While performing under the contract, the damages caused by the tenderer or his workmen to any of the Port Authority property shall be promptly made good by the bidder at his own cost. In case the tenderer fails to repair/replace the damage, Paradip Port Authority shall have the right to take steps to make good the damages and all the cost on this account shall be recovered from the bills of the tenderer or any money due to the tenderer from this contract or any other contract or any other transaction. Any dues arising out of failure on the part of the tenderer to carry out any obligation under the contract shall be deducted from the bills of the firm or from any money due to the bidder from this contract or any other contract.

13. PERSONAL PROTECTIVE EQUIPMENT (PPE):

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

14. CONDUCT:

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

15. ACCIDENT:

The tenderer shall, immediately upon occurrence of any accident, at or about the work site or in connection with execution of the contract, report such accidents to the Engineer-In-Charge giving all the details. He shall also provide additional information about the accident as requested by the Engineer-In-Charge.

16. ENGINEER-IN-CHARGE (EIC):

The works shall be carried out under the supervision of Marine Engineer / Sr. Dy. Marine Engineer/ Dy. Marine Engineer/ Engineer-in charge (Tug), PPA.

17. 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.

18. 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.

19. 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.

20. FORCE MAJEURE:

(a) 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.

(b) 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.

(c) 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.

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

(e) Notwithstanding with anything contained therein above the total contract period of 02 (two) months.

21. 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 Deposits and debar the firm from participating in any of the PPA tenders for a period of 02 years.

22. 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 amendment / issue of 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 such amendments / addendum and note that the Paradip Port Authority shall not be responsible to intimate them about such amendment / 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.

23. Claim Settlement

No Claim for payment from a contractor shall be entertained after the lapse of 03 (three) years from the date of arising of the claim.

24. DISPUTE AND APPEAL:

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, PPT, contents of which are as follows:

PARADIP PORT TRUST
ADMINISTRATIVE DEPARTMENT

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

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-CMB, 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

Name of the work: Annual maintenance contract for SRP units fitted on Port vessels for a period of 03 (three) years**.**

TERMS & CONDITIONS

FOR CARRYING OUT/ SUPERVISING THE MAINTENANCE ACTIVITIES

THE FOLLOWING TIME SCHEDULE AND ACTIVITIES ARE TO BE COVERED UNDER AMC:

(a) **Under the Annual Maintenance Contract, one Service Engineer from OEM / Authorized Dealer side shall make 03 (three) visits in a calendar year for each vessel for the purpose of carrying out / supervising the maintenance activities on the vessel.**

(b) The vessels shall be made available for approximately 4-5 days during each such visit.

(c) At the time of Service Engineer's visit, tools, tackles, consumables, labour, etc. shall be made readily available on the vessel to enable early completion of the activity.

(d) The dates for visits are to be mutually agreed upon. In the event, the vessel is not made available during the agreed dates and during the presence of the Service Engineer at the Port, such a visit will be deemed as one visit or will be carried over to the next visit.

(e) In the event some of the activities are deferred for want of tools, spare parts, etc., they will be carried over to the next visit.

(f) Under some circumstances, if two (2) Service Engineers are to be deployed, the travel arrangement for both will be borne by Paradip Port Authority (PPA).

(g) Lodging & Boarding Charges: To be provided. If arrangements for local lodging & boarding are not made, expenses incurred by the service Engineer will be invoiced at BOQ rate per day for 03 years for which no supporting proof will be required.

(h) Taxes: GST (Goods & Service Tax) will be paid as per prevailing GST rate.

(i) Air travel/Train travel/Bus travel to & fro from Paradip Port and Taxi fare from Airport/Station/Bus stand to & fro to Paradip for the Service Engineer is permitted and the cost shall be borne by PPA as per actual expenditure.

(j) Local conveyance will be provided by PPA

(k) Below is a proposed General Maintenance Plan, which is for guidance. The Service Engineer will have to generally follow this plan in conjunction with condition of the equipment.

MAINTENANCE PLAN

PARADIP PORT'S TUGS AND LAUNCHES

Sl. No.	Parts	Work	Maintenance Interval	Time	1st Visit	2nd Visit	Final Visit
1	**SRP** Lube Oil	1. Control of oil level and conditions 2. Change oil 3. Oil analysis	Daily a) After initial filling b) 2500 hours / 1 year If necessary	1/2 hour 16 hours	⊕ —	⊕ —	⊕ ⊕ ⊕
2	Lube Oil Filter	a) Cleaning b) Replacement		1/2 hour 1/2 hour	⊕	⊕	⊕ ⊕
3	Planetary Gearing	Control of oil level Change oil		1/2 hour 2 hours	⊕	⊕	 ⊕
4	Upper Gear Box	a) Check torque of threaded joint b) Check gear condition	Every 4 months After 5000 hours / 1 Year	2 hours 4 hours	⊕	⊕	 ⊕
5	Lube Oil Pipeline	Check for leakage / tightness	Every month	1 hour	⊕	⊕	⊕
6	Carden Shaft	a) Lubrication b) Check threaded joints	Every 6 months Every 6 months	2 hours 2 hours	⊕ ⊕	⊕ ⊕	⊕ ⊕
7	Plummer Block Bearings	a) Lubrication b) Replacement of lubrication c) Checking of fastners	Every month 1000 operating hours Every 2 months	2 hours 4 hours 2 hours	⊕ ⊕ ⊕	⊕ ⊕ ⊕	 ⊕ ⊕
8	Bulkhead Sealing	Lubrication	Every 4 months		⊕	⊕	⊕
9	Elastic Couplings	a) Visual check of element b) Bolted connection	Every 4 months Every 2500 hours	1/2 hour 4 hours	⊕	⊕	⊕

MAINTENANCE PLAN

PARADIP PORT'S TUGS AND LAUNCHES

Sl. No.	Parts	Work	Maintenance Interval	Time	1st Visit	2nd Visit	Final Visit
	Electric & Electronic						
1	Switch Box Filter	a) Cleaning b) Replacement	Every month Every 6 months	1/2 hour 1/2 hour	⊕	⊕ ⊕	⊕ ⊕
2	Relays	Cleaning of contact	Every 6 months	2 hours	⊕		⊕
3	Electronic Cards	Cleaning of contact	Every 6 months	3 hours	⊕		⊕
4	Wiring	Checking of tightness	Every 6 months	3 hours	⊕		⊕
5	Alarm System	a) Cleaning of Cards contact b) Checking of switches c) Function test	Every 6 months Every 6 months Every 6 months	3 hours 6 hours 6 hours	⊕		⊕ ⊕ ⊕
6	Co-Pilot	Lubrication	Every 6 months	1/2 hour	⊕		⊕
7	E/P Convertor	a) Filter cleaning b) Pipeline cleaning	Every 6 months Every year	1/2 hour 4 hours	⊕		⊕ ⊕
8	Steering and Speed Control leverage	Lubrication	Every 4 months	1/2 hour	⊕	⊕	⊕

MAINTENANCE PLAN

PARADIP PORT'S TUGS AND LAUNCHES

Sl. No.	Parts	Work	Maintenance Interval	Time	1st Visit	2nd Visit	Final Visit
1	**Hydraulic Units** Filter	Replacement	1500 hours	1/2 hour	⊕		⊕
2	Oil	Control of oil level Replacement oil	Daily 2500 hours / yearly	1/2 hour 4 hours	⊕	⊕	 ⊕
3	Hydraulic Pump	Check of Mounting Bolts	Every 4 months	1/2 hour	⊕	⊕	⊕
4	Hydraulic Pipeline	Check for leakage Check Pressure	Every 4 months	1/2 hour	⊕ ⊕	⊕ ⊕	⊕ ⊕
5	Coolers	a) Cleaning / checking by hand b) by chemically c) Anodes replacement if require / Gasket	Every 750 hours 2500 hours 2500 hours				 ⊕
	MCD Clutch	a) Control of oil level b) Alarm test c) Function test d) Cooler cleaning e) Suction Screen cleaning f) Leakage check g) Mounting Bolt check h) Input and Output Flange Bolts i) Filters change / cleaning j) Cleaning of pick-up contact area	Daily Yearly 1000 hours	1/2 hour 2 hours 2 hours 16 hours 1 hour 1 hour 1 hour 2 hours 1 hour 1 hour	⊕ ⊕ ⊕ ⊕ ⊕ ⊕ ⊕	⊕ ⊕ ⊕ ⊕ ⊕ ⊕	⊕ ⊕ ⊕ ⊕ ⊕ ⊕ ⊕ ⊕
	Bolted Connection	Oil change	Yearly	16 hours			⊕

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. The bidder shall quote the price including all taxes, duties except GST, which shall be paid extra at the prevailing rates.

Scanned copy of proof for deposits of EMD amount of **Rs.75,150/-** only to be submitted in the first envelope.

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) registered with District Industries Centre (DIC) / KVIC (Khadi & Village Industries Commission) / KVIB (Khadi & Village Industries Board) / Coir Board / MOMSME (Ministry of Micro, Small and Medium Enterprises) / UAM Udyam Registration on submission (Uploading) of certificate **in the first cover** at the time of bidding**.** The bids of firms, those are found neither submitted EMD or Exemption Certificate **in the first cover**, shall be rejected.

2. ENGINEER- IN- CHARGE (EIC):

The works shall be carried out under the supervision of Marine Engineer / Sr. Dy. Marine Engineer/ Dy. Marine Engineer/ Engineer-in charge (Tug), PPA.

3. BID EVALUATION:

Bid evaluation shall be made on the basis of total quoted amount and the documentary evidence as well as the information furnished by the bidder towards establishing his eligibility, however, subject to verification towards their genuineness and total quoted amount.

4. SUBMISSION OF PERFORMANCE SECURITY DEPOSIT (PSD) AND SIGNING THE AGREEMENT

The selected firm shall have to submit the Performance Security Deposit within 30 days from the date of issue of Letter of Award (LoA):

(a) A sum of 3% of the quoted value of the tender shall be deposited by the successful tenderer (Contractor) as Performance Security Deposit (PSD) in shape of Demand draft / Banker's cheque / e-Bank Guarantee issued by any scheduled Bank as per prescribed format at **APPENDIX-V**. The e-BG towards PSD shall be valid for 02 months beyond the warranty from the date of completion i.e. 3 years and 2 months

(OR)

Performance Security 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 <u>APPENDIX –V or VA</u>

EMD of the unsuccessful bidders will be refunded to the bidder on issuing the Letter of Award and EMD of the successful bidder will be refunded to the bidder after receiving the Performance Security Deposit upon receiving the duly filled and signed format as per **APPENDIX –VI.**

(b) The tenderer, whose offer has been accepted, shall execute an agreement with PPA on an 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 15 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 / e-BG of 5% over the original (as per LoA) security deposit / e-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 / e-BG of 10% over the original (as per LOA) security deposit / e-BG value in addition to above 5% (i.e. total 15% extra).

(iii) 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 / e-BG of 10% over the original (as per LOA) security deposit / e-BG value in addition to above 5% (i.e. total 15% extra).

(iv) 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 in any 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.

5. <u>PENALTY:</u>

If the firm fails to carry out the entrusted job as per schedule, then the penalty shall be levied at the rate of 0.5% of work order value per week or part thereof maximum up to 10%. Thereafter the contract shall be terminated along with forfeiture of PSD and firm shall be debarred from participating in any tender of PPA for 02 (two) years.

6. <u>PAYMENT TERMS:</u>

Payment will be released within 15 days after receipt of bills in duplicate along with work done report of satisfactory completion of work duly signed by Engineer-In-Charge (EIC).

<u>Note:</u> All payments to the Firms / Contractors and others will be released through RTGs / e-payments.

7. <u>COMMENCEMENT AND COMPLETION OF WORK</u>:

The firm may commence the work on a mutual agreed date after receiving the LOA.

SUBMISSION OF PRICE BID:

The firm shall submit the price in the BOQ format as per the scope of work placed at Section-III which shall include the cost of Service Engineer/ Technician,. The firm shall also quote price for Lodging & Boarding at Paradip. The quoted price shall be excluding GST which shall be paid at the prevailing rate.

8. 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 along with forfeiture of Performance Security Deposits and debarment of the firm from participating in PPA tenders for a period of 02 years.

9. Claim Settlement

No Claim for payment from a contractor shall be entertained after the lapse of 03 (three) years from the date of arising of the claim.

10. DISPUTE AND APPEAL:

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, PPT.

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

APPENDIX – I

FORM OF TENDER

To

The Senior 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 "**Annual maintenance contract for SRP units fitted on Port vessels for a period of 03 (three) years"** we offer to take up the work.

2. We further undertake, if our tender is accepted, we shall deposit 3% of contract value within 30 days from the date of receipt of Letter of Award (LOA) in shape of Insurance Surety Bond/ Fixed Deposit/ e-Bank Guarantee as PERFORMANCE SECURITY DEPOSITS.

3. We further undertake, if our tender is accepted we shall prepare and execute the Agreement in the prescribed form within 15 days of deposit 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 our tender for a period of 03 years from last date of issue of Letter of Award whichever is mutually agreed upon 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 Rs75,150/-** 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) / / URC (Udyam Registration Certificate) **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 in the event our tender is accepted 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, e-mail Id etc.

3. Whether you accept all the terms
and 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 EMD amount of **Rs.75,150/-** only in shape of RTGs / NEFT. 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) on submission (uploading) of certificate at the time of bidding **in the first cover**. The bids of firms, those are found having not submitted EMD or Exemption Certificate in the first cover shall be rejected.	
2.	The firm should have Average Annual turnover **of Rs.11,25,250/- (Rupees Eleven lakh Twenty-five Thousand Two Hundred Fifty) only** during last three (03) financial years' i.e. 2022-23, 2023-24 & 2024-25. The firm should submit the copies of Annual Audited Report from the Chartered Accountant firm.	
3	Bidder must be OEM of Schottel GmbH/ Schottel Middle East FZE or its authorized dealer/ distributor. The firm shall submit supporting dealership certificate.	
4.	The firm shall have any one of the Similar work experiences during last **07 years** as on **31/10/2026**; Firm should submit copy of LOA/ Work Order/ Agreement and Work Completion Certificate/ Invoices with value: **(a)** Successful completion of One similar work with executed value of **Rs.30,06,000/- (Rupees Thirty Lakh Six Thousand) only excluding GST**; **OR** **(b)** Successful completion of Two similar works with executed value of **Rs.18,78,750/- (Rupees Eighteen lakh Seventy-eight Thousand Seven Hundred Fifty) only excluding GST;**	

	OR **(c)** Successful completion of Three similar works with executed value of **Rs.15,03,000/- (Rupees Fifteen lakh Three Thousand) only excluding GST**. **Note:** **(i)** Similar work means having carried out Overhauling and Maintenances of various models of Schottel make SRP units. **(ii)** **Work order/ purchase order and work completion with executed value without GST/invoices are to be submitted for similar work experiences.** **(iii)** The submission of Work Completion Certificate with executed values for the work undertaken at Paradip Port Authority is ***optional.*** **(iv)** Scanned copy of Original TDS Certificate (TDS Traces) of Form 26 AS downloaded from IT Website of Govt. of India must be furnished if the work Completion Certificate from any Private Organization is submitted. Also, the firm shall submit the statement of Income Tax paid against the submitted executed value of completed work duly certified by the Chartered Accountant firm as per **APPENDIX – VIII**. **(v)** In case any firm submits the similar work experience from foreign firm, then they must submit the TDS Traces/ Certificate or exemption certificate from IT Department, Govt. of India.	
5.	Duly signed copy of TECHNO COMMERCIAL INFORMATION as per **APPENDIX – II**	
6.	Copies of Certificates of Registration for GST, PAN.	
7.	**UNDERTAKING BY THE BIDDER (in Letterhead) as follow:** **a)** 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. **b)** 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 incidental charges except GST. **c)** We undertake and declare that our firm is not having disputes/ blacklisting/ ban of business with any government organizations. **d)** 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. **e)** 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-gazette employee in Paradip Port Authority.	

Signature of the firm's owner or Representative

APPENDIX – IV

FORMAT OF AGREEMENT

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 "**Annual maintenance contract for SRP units fitted on Port vessels for a period of 03 (three) years**" in accordance with the scope of work, special conditions of contract and other terms and conditions mutually agreed upon between the parties for an amount of Rs._____ EXCLUDING GST and WHEREAS the Contractor has submitted a Bank Guarantee bearing No._____ dated _____ issued by _____, Address_____ for Rs._____ @ 10% of the contract value as PERFORMANCE SECURITY DEPOSIT for the due fulfilment of all the conditions of the contract for twelve months.

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:

E-Tender Call Notice (TCN) No. MD/ACCTS/WORKS/R-12/2023 (Pt.)/1419 Dt. 09/11/2026 published by the Board.

(i) Technical Bid No._____ dt._____ submitted by the Contractor.

(ii) Price Offer of the Contractor opened on dt._____.

(iii) LOA No. MD/ACCTS/WORKS/R-12/2023 (Pt.)/_____dt._____ issued by the Board.

(iv) Work Order No. MD/ACCTS/WORKS/R-12/2023 (Pt.)dt._____ issued by the Board.

(v) Bid Documents including:

(a) Special Conditions of Contract
(b) General Conditions of Contract
(c) Scope of work
(d) Specifications

3. The Contractor hereby covenants with the Board for **"Annual maintenance contract for SRP units fitted on Port vessels 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.

5. In the event of any dispute arising out of this contract, clause No.13 (Resolution of Dispute) 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 Deputy Conservator 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 – IVA

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 "**Annual maintenance contract for SRP units fitted on Port vessels 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 contractors 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

Sr. No.	Particulars	Beneficiary Details
1.	UIN = PAN	AAALP0055A
2.	Name	PARADIP PORT AUTHORITY
3.	Date of Incorporation / Birth	01/06/1965
4.	Email 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	SBIN00003945

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 "**Annual maintenance contract for SRP units fitted on Port vessels 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** forRs._____ (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 there under.

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

FORMAT FOR REFUND OF EMD

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

To

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

Sub.: Request for Refund of Earnest Money Deposited by us for the tender **"Annual maintenance contract for SRP units fitted on Port vessels for a period of 03 (three) years".**

Ref.: E-Tender Call Notice (TCN) No. MD/ACCTS/WORKS/R-12/2023 (Pt.) /1419 09/11/2026

Dear Sir,

With reference to the above tender, it is requested that the Earnest Money of **Rs.3009/-** 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-VII

UNDERTAKING BY THE BIDDER

(a) 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.

(b) 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 incidental charges except GST.

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

(d) 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 Ports, Shipping and Waterways, Govt. of India.

(e) 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-gazette employee in Paradip Port Authority.

APPENDIX – VIII

FORMAT FOR TDS DETAILS FOR THE SIMILAR WORKS

TO WHOMSOEVER IT MAY CONCERN

We have verified the TDS Certificate (26AS) 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.