

PARADIP PORT AUTHORITY
MARINE DEPARTMENT

e-TENDER CALL NOTICE-CUM-e-AUCTION
for the work

**“Manning, Maintenance and Commercial Operation
of PPA Slipway and other Ancillaries on Payment of
Licence Fee for a period of 05 (Five) years”.**

Office of the Deputy Conservator
Marine Department,
Paradip Port Authority,
Administrative Building, First Floor (Rear Wing),
Post: Paradip – 754 142, Dist: Jagatsinghpur (Odisha).
Contact No. 77890-33783
Email: dc@paradipport.gov.in

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e-TENDER CALL NOTICE-CUM-e-AUCTION

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PARADIP PORT AUTHORITY
MARINE DEPARTMENT

No. MD/ACCTS/WK/R-11/2025/567

Date: 08/05/2026

e-TENDER CALL NOTICE-CUM-e-AUCTION

e-Tenders are invited in Single Stage Three Cover System on behalf of the Board of Paradip Port Authority from reputed and experienced Indian firm for the work as mentioned below through on-line bidding cum e-auction on the website <https://eprocure.gov.in/eprocure/app> having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA.

1. The bidders who want to participate should have:
 - (i) Should have GST Certificate (copy to be submitted on-line).
 - (ii) Should have Income Tax PAN (copy to be submitted).
 - (iii) Should have EPF & ESI registration (copy to be submitted)
2. The bidders may submit bids for the following works:

Description of work	Reserved price (Rs.)	Earnest Money Deposit (Rs.)	Tender fee (Rs.)	Completion Period
1	2	3	4	5
Manning, Maintenance and Commercial Operation of PPA Slipway and Other Ancillaries on payment of Licence Fee for a period of 05 (Five) years.	Reserved price for a period of 05 years: Rs.3,69,39,980/- excluding GST	Rs.7,38,800/-	2,500/- Plus 18% GST= Rs.2,950/- (Non-refundable)	05 Years

N.B.:

The exemption towards submission of EMD and tender Fee shall be considered for the bidders those who have registered with NSIC (National Small Industries Corporation) / MSE (Micro and Small Enterprises 2012) 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 at the time of bidding.

The bids of firms, those are found neither have submitted Tender Fee and 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	08/05/2026	17:00 Hrs.
2.	(a) Document download start date	08/05/2026	17:30 Hrs.
	(b) Document download end date	01/06/2026	17:30 Hrs.
3.	(a) Bid Submission start date	08/05/2026	17:30 Hrs.
	(f) Bid Submission end date	01/06/2026	17:30 Hrs.
4.	Tender Opening Date (Technical / Pre-qualification Bid)	02/06/2026	11:30 Hrs.

4. CONTRACT DATA:

(A) GENERAL INFORMATIONS:

Sl. No.	Item	Details
1.	Name of the work	Manning, Maintenance and Commercial Operation of PPA Slipway and Other Ancillaries on payment of Licence Fee for aperiod of 05 (Five) years.
2.	Employer	Paradip Port Authority
3.	Employer's Representative	Deputy Conservator, Paradip Port Authority
4.	Controlling officer	Senior Marine Engineer, Paradip Port Authority.
5.	Accepting Authority	Board of Paradip Port Authority
6.	Executing Authority	Sr. ME / ME, Paradip Port Authority
7.	Estimated reserved cost put to tender	Rs.3,69,39,980/-

(B) BID INFORMATION:

8.	Completion period	05 Years
9.	Last Date & Time of submission of Bid	Date: 01/06/2026at 17:30 Hrs.
10.	Date of opening (Technical Bids)	Date: 02/06/2026at 11:30 Hrs.
11.	Tender Fee	

	Amount	Rs.2,500/- Plus 18% GST = Rs.2,950/- (Non-refundable)
	To pay in the form of on line through National Electronic Fund Transfer (NEFT)/Real Time Gross Settlement (RTGS) only in favour of PARADIP PORT AUTHORITY,	Account No. 0254104000169615 In favour of Paradip Port Authority Type of Account – SAVING Branch: IDBI Bank Ltd. IFSC: IBKL0000254 The bidder must upload self-signed acknowledgement copy for deposit of Tender fee along with other documents. OR The exemption towards submission of Tender fee shall be considered for the bidders those who have registered with NSIC (National Small Industries Corporation) / MSE (Micro and Small Enterprises 2012) 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 at the time of bidding.
	Payable at	Paradip
12.	Earnest Money Deposit (EMD)	
	Amount	Rs.7,38,800/-
	To pay in the form of on line through National Electronic Fund Transfer (NEFT)/ Real Time Gross Settlement (RTGS) only in favour of PARADIP PORT AUTHORITY,	Account No. 0254104000169615 In favour of Paradip Port Authority Type of Account – SAVING Branch: IDBI Bank Ltd. IFSC: IBKL0000254 The bidder must upload self-signed

		<p>acknowledgement copy for deposits of EMD along with other documents.</p> <p style="text-align: center;">OR</p> <p>The bidder may submit the EMD in shape of Demand draft / Banker's cheque/ online payment in an acceptable form safeguarding the Purchaser's interest in all respects / e-Bank Guarantee issued by any scheduled Bank as per prescribed format. The e-BG towards EMD shall be valid for 45 days beyond the bid validity period i.e. 225 days from the last date of submission of bid. The e-Bank Guarantee to be executed on a non-judicial stamp paper of Rs.100/- in the prescribed Proforma of Paradip Port Authority.</p> <p style="text-align: center;">OR</p> <p>The bidder may submit the EMD in shape of Insurance Surety Bonds from Insurance company/ Fixed Deposit Receipt from Commercial Bank. The insurance surety bond / fixed deposit to be executed on stamp paper of minimum Rs.100/- in the prescribed Proforma of Paradip Port Authority. The Insurance Surety Bond towards EMD shall be valid for 45 days beyond the bid validity period i.e. 225 days from the last date of submission of bid. Also to submit the original hard copy within 07 (Seven) days from last date of submission of bid.</p> <p style="text-align: center;">OR</p> <p>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</p>
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		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) submission (uploading) of certificate.
	Payable at	Paradip
13.	Bid validity period	6 (six) months (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 and work experiences:

The firm should have average Annual turnover of **Rs.1,10,81,994/- (Rupees One Crore Ten Lakhs Eighty-one Thousand Nine Hundred Ninety-four) only** during last three (03) financial years 2022-23, 2023-24& 2024-25. The firm should submit the copies of Audited Balance Sheet / Annual Accounts from the Chartered Accountant firm.

5.2 Scanned copy of original experience certificate of having successful completion of similar type of work during the last **07 (Seven) years ending on 30th April, 2026 shall have to be submitted in respect of (excluding GST):**

(a) Three similar completed works each costing not less than **Rs.1,47,75,992/- (Rupees One Crore Forty-seven Lakhs Seventy-five Thousand Nine Hundred Ninety-two) only;**

(OR)

(b) Two similar completed works each costing not less than **Rs.1,84,69,990/- (Rupees One Crore Eighty-four Lakhs Sixty-nine Thousand Nine Hundred Ninety) only;**

(OR)

(c) One similar completed work costing not less than **Rs.2,95,51,984/- (Rupees Two Crores Ninety-five Lakhs Fifty-one Thousand Nine Hundred Eighty-four) only;**

Note: Similar works means the firm must have experience in

(i) Operation & maintenance of dry dock / Slipway;

OR

(ii) Successfully carried out dry docking repairs of vessel / vessels;

OR

- (iii) Successfully built and commissioned new steel hull vessel/ vessels.
- (a) The firms have to produce the Copy of Work Order or Agreement and Work Completion Certificate with executed value from the Owner / Employer excluding GST to proof their similar work experience.
- (b) If any firm is having running contract but partial completed period is meeting the above amount of eligibility criteria as on **30th April, 2026**, then the firm can also participate in the tender.
- (c) Scanned copy of Original TDS Certificate must be furnished if the work completion Certificate from any private organization and to submit statement of TDS for the specified works against similar work experience duly certified by Chartered Accountant firm supported by TDS Traces & 26AS as per the enclosed format as per the **APPENDIX - IX**, if the work experience is submitted from any private organization.

5.3 The bidders must have the followings:

- (i) EPF Registration Certificate (Copy to be submitted on-line)
- (ii) ESI Registration Certificate or Insurance Policy for workmen compensation (Copy to be submitted on-line)
- (iii) GST Registration Certificate (Copy to be submitted on-line)
- (iv) Income Tax PAN card (Copy to be submitted on-line)

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

6. Bid documents consisting of e-Tender Notice, Instruction to Bidders for e-procurement, Instruction to Bidders, General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Scope of works & Bill of Quantity (BOQ) in prescribed .xls format and the set of terms and conditions of contract and tender details can be seen in the website: <https://eprocure.gov.in/eprocure/app>.

Online Bidders must deposit the Tender fee and EMD through National Electronic Fund Transfer (NEFT) / Real Time Gross Settlement (RTGS) with the account number mentioned at Sl. 11 & 12 of BID INFORMATION. A self-signed copy of these acknowledgements should be uploaded by the Bidder while submitting the tender in respect of documents regarding EMD & Tender fee. **The bidders may deposit the EMD/ Bid security in the form of e-Bank Guarantee (e-BG) as per the format APPENDIX - IV from any of the commercial / scheduled Banks having validity period of 45 (Forty-Five days) beyond the bid validity period i.e. 225 days from the last date of submission of bid. *The bidder must submit the scan copy of e-BG along with technical bid failing which the bid shall be rejected.***

OR

The bid security may be submitted in the form of Insurance Surety Bonds/Fixed Deposit Receipt from any of the insurance company / Commercial Banks having validity of **45 (Forty-Five) days beyond bid validity period i.e. 225 days from the last date of submission of bid** or payment online in an acceptable form safeguarding the purchaser's interest in all respects. **The Insurance Surety Bonds and Fixed Deposit Receipt shall be as per the format APPENDIX – IVA.**

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

The account from which the Tender fee and EMD will be deposited should be in the name of Contractor / authorized person of the firm who have digitally signed the bid. Refund of EMD in respect of unsuccessful bidders will also be made to that specific account of the bidder. A standard form of refund of EMD 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) / URC (Udyam Registration Certificate) on submission (uploading) of certificate at the time of bidding.

7. The Bid documents will be available in the website: <https://eprocure.gov.in/eprocure/app> **from 17:30 hrs. of dt.08/05/2026 to dt.01/06/2026 up to 17:30 hrs. 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.01/06/2026 up to 17:30 Hours.**
10. After opening of the Technical Bid, if required the original documents as per requirement of the e-Tender Document will be verified by Paradip Port Authority.
11. On line payment through National Electronic Fund Transfer (NEFT)/Real Time Gross Settlement (RTGS) only in favour of PARADIP PORT AUTHORITY, to be made towards EMD & Tender Fee on or before **dt.01/06/2026 at 17:30 hours** as specified at Table No.3 above, failing which the bid will be rejected.

OR

Scan Copy of e-Bank Guarantee (e-BG) as per the format of **APPENDIX – IV** from any of the commercial / scheduled Banks having validity period of 45 (Forty-Five) days beyond the final bid validity period for the EMD/ Bid security i.e. 225 days from the last date of submission of bid.

OR

The bid security may be submitted in the form of Insurance Surety Bonds/Fixed Deposit Receipt from any of the insurance company / Commercial Banks having validity of **45 (Forty-Five) days beyond bid validity period i.e. 225 days from the last date of submission of bid** or payment online in an acceptable form safeguarding the purchaser's interest in all respects. **The Insurance Surety Bonds and Fixed Deposit Receipt shall be as per the format APPENDIX – IVA.** The original of the Insurance Surety Bonds/Fixed Deposit Receipt shall be deposited in the office of the undersigned within seven days from the last date of submission of bid.

OR

The exemption towards submission of EMD and tender Fee shall be considered for the bidders those who have registered with NSIC (National Small Industries Corporation) / MSE (Micro and Small Enterprises 2012) 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 at the time of bidding.

12. After evaluation of bid, all the bidders will get the information regarding their eligibility/pre-qualification on website. Thereafter, a system generated e-mail confirmation will be sent to all successful bidders. The bidders can check the same from the portal.
13. The Price-bid of the successful bidders (qualified in Technical-bid) will be decrypted and opened on-line, on the scheduled date and after the pre-scheduled time by the Bid Openers with their Digital Signature Certificate (DSC). The bidders will get the information regarding the status of their financial bid and ranking of bidders on website.
14. Other details can be seen in the bidding documents.
15. The authority will not be held responsible for any technical snag or network failure during on-line bidding. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-Tender website. Under any circumstances, PPA shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Tender system or internet connectivity failures.
16. If the documents as per Notice Inviting Tender (NIT) are not submitted along with the bid or shortfalls are noticed, PPA reserves the right to ask any shortfall documents if desired with the recommendation of Tender Committee.

17. If there is a tie between two or more bidders for deciding the H-1 Offer, then the designated Tender Committee will finalize the tender by a transparent lottery system through video recording in presence of the H-1 bidders or their authorized representatives. Even if any or all H-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 H-1 bidder.
18. 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 highest quoted rate.

Deputy Conservator

Paradip Port Authority

Copy to:

1. All HoDs, PPA for kind information.
2. Chief Vigilance Officer, PPA for kind information.
3. P.R.O, PPA for information with a request to publish the said e-tender call notice in the Port Gazette on its next issue and the shortest version of e-TCN may be published in local / national newspapers (as per norms).
4. Board Section of Admn. Deptt, PPA for compliance to the Resolution No. 216/2025-26& Agenda Item No. 04 (06)/2025-26 of Board Meeting No. 06/2025-26 held on 20/03/2026.
5. Office Order Guard file.



PARADIP PORT AUTHORITY
MARINE DEPARTMENT

No. MD/ACCTS/WK/R-11/2025/567

Date: 08/05/2026

E-TENDER CALL NOTICE-CUM-E-AUCTION

Name of the Work: Manning, Maintenance and Commercial Operation of PPA Slipway and Other Ancillaries on payment of Licence Fee for a period of 05 (Five) years.

Reserved price: Rs.3,69,39,980/- plus GST as applicable for 05 years.

Last date & time of submission of tender through on-line bidding is **17:30 hours on dt.01/06/2026.**

Date & time for opening of Technical Bid is **at 11:30 hours on dt.02/06/2026.**

For details, please log on to the Website: <https://eprocure.gov.in/eprocure/app>.

Deputy Conservator
Paradip Port Authority

Copy to:

1. All HoDs, PPA for kind information.
2. Chief Vigilance Officer, PPA for kind information.
3. P.R.O, PPA for information with a request to publish the said e-tender call notice in the Port Gazette on its next issue and the shortest version of e-TCN may be published in local / national newspapers (as per norms).
4. Board Section of Admn. Department for compliance to the Resolution No. 216/2025-26 & Agenda Item No. 04(06)/2025-26 of Board Meeting No. 06/2025-26 held on 20/03/2026.
5. Office Order Guard file.

INSTRUCTIONS TO BIDDERS (ITB)

1. Online e-Tenders in three cover system are invited by PARADIP PORT AUTHORITY (hereinafter referred to as PPA) from experienced and reputed Indian firms meeting the eligibility criteria mentioned in the e-TCN for “**Manning, Maintenance and Commercial Operation of PPA Slipway and Other Ancillaries on payment of Licence Fee for a period of 05 (Five) years**”. No manual tenders shall be accepted.

2. **PRE-QUALIFICATION CRITERIA:**

2.1 For submission of Bids through the E-Procurement Portal, the bidder shall upload the scanned copy/copies (PDF Format) of document listed under Clause No. 5.2 of e-TCN. The online bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal within specified period if desired by the tender committee.

2.2 The Bidders are subject to be disqualified which may lead to forfeiture of EMD and black listing for a period of 02 (Two) years if they have:

a) Mislead or false representations in the forms, statements, submitted / produced fake documents & attachments submitted as proof of the qualification requirements;

and / or

b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.;

and / or

c) Indulged in unlawful & corrupt means in obtaining bids.

d) If has been black listed/suspended by the competent authority.

3. **INSTRUCTIONS FOR ONLINE BID SUBMISSION:**

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

4. **REGISTRATION:**

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

- (ii) During enrolment / registration, the bidders should provide the correct/ true information including valid email-id & mobile No. All the correspondence shall be made directly with the contractors/ bidders through e-Mail ID provided.
- (iii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- (iv) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/TCS/n-Code/e-Mudra or any Certifying Authority recognized by CCA India on e-Token/ Smart Card.
- (v) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.
- (vi) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.
- (vii) Bidders can then log into the site through the secured login by entering their user ID /password and the password of the DSC / e-Token.

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

5. PREPARATION OF BIDS:

- (i) For preparation of bid, Bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids. After selecting the tender document same shall be moved to the 'My favourite' folder of bidders account from where bidder can view all the details of the tender document.
- (ii) Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidder shall note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- (iii) Any clarifications if required they have to go through the contact details given in the tender document.
- (iv) Bidders should get ready in advance the bid documents to be submitted as indicated in the tender document/schedule in PDF/xls/rar/zip/dwf formats.

6. 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 Tender Fee and EMD through NEFT / RTGS as per the instructions specified in the e-Tender Notice.

Or

Scan Copy of e-Bank Guarantee (e-BG) as per format of **APPENDIX – IV** from any of the commercial / scheduled Banks having validity period of 45 (Forty-Five) days beyond the final bid validity period for the EMD/ Bid security i.e. 225 days from the last date of submission of bid.

OR

The bid security may be submitted in the form of Insurance Surety Bonds/Fixed Deposit Receipt from any of the insurance company / Commercial Banks having validity of **45 (Forty-Five) days beyond bid validity period i.e. 225 days from the last date of submission of bid** or payment online in an acceptable form safeguarding the purchaser's interest in all respects. **The Insurance Surety Bonds and Fixed Deposit Receipt shall be as per the format APPENDIX – IVA.** The original of the Insurance Surety Bonds/Fixed Deposit Receipt shall be deposited in the office of the undersigned within seven days from the last date of submission of bid.

OR

The exemption towards submission of EMD and tender Fee shall be considered for the bidders those who have registered with NSIC (National Small Industries Corporation) / MSE (Micro and Small Enterprises 2012) 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 at the time of bidding.

- (iii) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accept 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 while 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.

7. 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) Cover -1 (FEE):

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

Scanned copy of proof for deposits of Tender fee and Earnest Money Deposit (EMD) as detailed in the e-TCN.

OR

Scan Copy of e-Bank Guarantee (e-BG) as per the format of **APPENDIX-IV** from any of the commercial / scheduled Banks having validity period of 45 (Forty-Five) days beyond the final bid validity period for the EMD/ Bid security i.e. 225 days from the last date of submission of bid.

OR

The bid security may be submitted in the form of Insurance Surety Bonds/Fixed Deposit Receipt from any of the insurance company / Commercial Banks having validity of **45 (Forty-Five) days beyond bid validity period i.e. 225 days from the last date of submission of bid** or payment online in an acceptable form safeguarding the purchaser’s interest in all respects. **The Insurance Surety Bonds and Fixed Deposit Receipt shall be as per the format APPENDIX - IVA**. The original of the Insurance Surety Bonds/Fixed Deposit Receipt shall be deposited in the office of the undersigned within seven days from the last date of submission of bid.

OR

The exemption towards submission of EMD and tender Fee shall be considered for the bidders those who have registered with NSIC (National Small Industries Corporation) / MSE (Micro and Small Enterprises 2012) 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).

The firms who have not submitted required tender fee, EMD or exemption certificate in the first cover then their shall be treated as non-responsive/invalid and shall be rejected.

No interest will be payable on the Earnest Money deposit.

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

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

- (i)** Scanned copy of valid documents as mentioned in the pre-qualification criteria, EPF & ESI registration certificate or insurance policy for workmen compensation.
- (ii)** Scanned Copies of Similar work Completion Certificate, copy of Work Order having Date of Commencement, Date of Completion, Contract Value, work executed value excluding GST, Contact address of the organization.
- (iii)** Scanned Copies of Audited Balance Sheet & Profit & loss account from Chartered Accountant for last 03 (**three**) years ending **on 31st March 2025**.
- (iv)** Scanned Copy of Permanent Account Number (PAN) Card and GST registration certificate.
- (v)** Scanned Copy of original TDS Certificate (TDS Traces) or Form 26AS downloaded from IT Website of Govt. of India if the work completion certificate has been obtained from any Private Organization.
- (vi)** Power of Attorney, on stamp paper if required, in favour of person authorized to sign the tender document.
- (vii)** Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company/ proprietorship firm, partnership firm or any other business structure.

PPA may seek any other details / documents which it may feel as necessary to ascertain and establish the competence in all respects.

(viii) 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 blacklisted/ ban of business with any government organizations.
- (d) The firm shall give declaration for the relation of Management level executive and Signatories with any Officer of Paradip Port Authority or any officer of the rank of Under Secretary or above in the Ministry of Ports, Shipping & Waterways (MOPSW).

(C) Cover -3 (Price Bid as per BOQ):

The firm shall submit the price bid as per BOQ in Cover-3

NOTE: The firm shall not quote less than or equal to the reserve price, i.e. Rs.19,267/- only.

8. Tender shall be submitted ONLINE before the due date and time. PPA may at its discretion extend the date and time for submission of tenders. Tenders received after the aforesaid time and date or the extended time and date, as the case may be, if any, will not be accepted. No manual tenders shall be accepted.

9. **SITE VISIT:**

Bidders are strongly advised to inspect and assess the site conditions and its surroundings and satisfy themselves before submitting their bids. In general they shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. Bidders shall submit a realistic offer for the execution of the work at their own cost without any liability on Paradip Port Authority (PPA).

10. Submission of a bid by a bidder implies that he has read the Tender document and has made himself aware of the terms & conditions and scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of work.

11. **PREPARATION AND LANGUAGE OF BID:**

The Bid prepared by the Bidder and all correspondences and documents relating to the Bid exchanged by the Bidder and Paradip Port Authority shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language so long as it is accompanied by an English translation of its pertinent passages in which case for purpose of interpretation of the Bid, the English translation shall be

considered. The English translation shall have to be certified to be the true copy by the bidder or the person who has translated the same.

12. SUBMISSIONS, OPENING & EVALUATION of BIDS:

12.1 The bid should be submitted online at website <http://eprocure.gov.in/eprocure/app> only, by the due date mentioned in e-Tender Notice. The Server Date & Time as appearing on the website <http://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.

12.2 Each bidder shall submit only one bid. A bid is said to be complete if accompanied by all the documents as per e-TCN. The system shall consider only the last bid submitted through the E-tender portal.

12.3 In the E-tender Portal, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure. If the bidder fails to submit his modified bids within the designated time of receipt, the bid already in the system shall be taken for evaluation.

12.4 For this tender withdrawal of bid is not allowed.

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

12.6 The bidder should quote per day rate for the 1st year only as mentioned in the BoQ (Excel Sheet). The per day rates for the subsequent years, the escalation on the per day licence fee shall be considered after calculating the annual escalation factor percentage based on WPI of the preceding year.

12.7 The bidders 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.

12.8 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>.

- 12.9** The Bid openers; who have been pre-defined shall log on to the portal with their respective DSC. Unless the Officers who have been declared as Opening officers, log on the portal with their DSC, the Tender cannot be opened.
- 12.10** The Opening Officers will systematically check the scanned copy Tender Fee, scan copy of EMD deposit, or Exemption certificate and all other scanned copy of the documents.
- 12.11** After opening of the Technical Bid, the original documents *if required* as per the e-Tender Document will be verified at the office of the Deputy conservator.
- 12.12** After evaluation of bid, all the bidders will get the information regarding their eligibility on website.
- 12.13** Date of Financial/Price Bid opening would be specified after Technical Evaluation is completed.
- 12.14** 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.
- 12.15** 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 bidders will get the information regarding the status of their financial bid and ranking of bidders on website.
- 13. AWARD OF CONTRACT (AOC):**
- 13.1** The bidders whose bid has been accepted as per the tender cum e-auction process will be notified for the award of work by the PPA prior to expiration of the Bid validity period through the “Letter of Award (LOA)”.
- 13.2** The Bidders shall promptly check their e-mail box 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.
- 13.3** PPA reserves the right to cancel the tender without assigning any reason thereof.
- 13.4** Conditional offers are liable for rejection.
- 13.5** Bids from those bidders who have not submitted their offer as per e-Tender Notice will not be considered or PPA may ask for any shortfall documents as per the prevailing rules of PPA.
- 13.6** Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited & the tenders submitted by the bidders who resort to canvassing will be liable for rejection.

13.7 The details of scope of Work are given in Section-III in the “Tender Document”. The bidders are advised to study the same carefully before tendering and they shall be deemed to have fully acquainted themselves with the same.

14. E-AUCTION:

14.1 After opening of the price bids, the **slipway and its accessories as per the technical specification** to be allotted will be put to e-auction and the tenderers whose price bids have been opened and who are found to be techno-responsive and bids quoted are found to be in conformity with the tender conditions will be eligible to participate in the e-auction.

14.2 After opening of the price bids, the highest per day quoted price by the bidders over and above the reserve price will become the base price of the **Slipway and its accessories as per the technical specification** to be allotted for e-auction and the participant bidders will have to quote over and above the base price for the e-auction. In no case the bidder should bid less than or equal to the base price.

14.3 **The highest bidder in the tender has to participate in the e-auction failing which the amount deposited towards EMD shall be forfeited and the party will be debarred for 02 (two) years from participating in future tenders of Paradip Port Authority.**

14.4 In case none of the pre-qualified bidders participate in e-auction, the e-auction will again be re-initiated with new time schedule amongst remaining bidders except debarred bidder.

14.5 In the second stage of e-auctioning the H-2 price will become the H-1 price and the same will be considered as the base price during re-e-auction.

14.6 In case none of the bidder will participate in the 2nd time auction then the EMD submitted by the H-2 bidder will be forfeited and debarred for 02 (two) years **from participating in future tenders of Paradip Port Authority.** Re-auctioning will be initiated amongst remaining bidders except the debarred bidders.

14.7 Accordingly, the H-3 price will be considered as the base price for re-e-auctioning. This process will continue till the e-auction is successful and in every stage one firm will be eliminated whose EMD will be forfeited. The firm will also be debarred for 02(two) years **from participating in future tenders of Paradip Port Authority.**

14.8 In case the successful bidder in e-auction does not take the possession of the slipway as per the work order, all the deposits towards initial security deposits and EMD shall be forfeited and the firm will be debarred for 02 (two) years from participating in tenders of Paradip Port Authority.

14.9 The time of ninety minutes (90) shall be granted for e-auction. In case, if any tenderer submits his offer during the last five minutes before the prescribed time of 90 minutes getting over, the time for offer shall be automatically extended for further five minutes and such time can further be extended in the similar fashion. If no tenderer submit the further offer in the extended five-minute time, the auction shall be closed automatically.

- 14.10** The minimum increment in the offer shall be in multiple of Rs.100/- (Rupees One Hundred) and increment in offer below Rs.100/- (Rupees One Hundred) shall not be considered for e-auction or e-tender.
- 15.** 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 deposits (EMD). However, in the event of the tenderer agreeing to the request, they will not be permitted to modify the tender.
- 16.** 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. A tender which, in relation to the cost estimates of PPA is seriously unbalanced may be rejected as non-responsive.
- 17. AUTHORITY IN SIGNING TENDER DOCUMENTS:**
- (i)** The tender, if submitted on behalf of principals or a partnership firm should be signed either by all the partners or some of the partners or other persons holding a valid “Power of Attorney” from other partners or all the partners constituting the firm or the Principals as the case may be.
 - (ii)** In the event, the tender is signed by some of the partners or other persons or the agent, the tender should be accompanied by a valid power of attorney duly executed by partners/principals specifying that the partners or persons or agents signing the tender has the authority to bind them or the firm as the case may be, in all matters pertaining to the tender.
 - (iii)** In case of a company, the tenders should be signed by a person holding a valid Power of Attorney executed in his favour in accordance with the constitution of the Company. Such person may authorize a person of the company to sign the documents by issuing an authority letter in his favour.
- 18.** 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). 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 that last date for submission of tender to enable the tenderers reasonable time to submit their tender after taking into account such addendum / corrigendum.
- 19.** 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.

20. 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.
21. The Tenderer shall examine carefully the conditions of contract, specifications etc. He shall inspect the site and on his own responsibility ***thoroughly acquaint himself*** with all local conditions, concerning labour, tidal conditions, weather conditions, swell conditions, working conditions at site etc. for the purpose of quoting in tender. All costs, charges and expenses that may be incurred by the Tenderer in connection with such examination and for the submission of the tender shall be borne by him and the Board accepts no liability whatsoever thereof.

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS & INTERPRETATIONS:

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

- (i) **Owner:** Board means the Board members of Paradip Port Authority (PPA), a body corporate under the Major Port Authority Act, 2021(1 of 2021)as amended from time to time or any other Officer duly authorized by them to execute the contract.
- (ii) **Contractor:** Contractor means a person or company whose tender has been accepted by the Owner and includes the Contractor personnel, representative, successor and permitted assignees.
- (iii) **Chairman:** Chairman shall mean the Chairman of Paradip Port Authority.
- (iv) **Deputy Chairman:** Deputy Chairman shall mean the Chairman of Paradip Port Authority.
- (v) **Deputy Conservator:** Deputy Conservator means the Deputy Conservator of Paradip Port Authority.
- (vi) **WORKS:** Works mean works to be executed in accordance with the contract.
- (vii) **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.
- (viii) **Contract Price:** The contract price means the daily lease rent offered by the Contractor.
- (ix) **Approved:** Approved means approved in writing including subsequent written confirmation of previous verbal approvals and 'approval' means approved in writing including as aforesaid.
- (x) **A Day:** A day means a day of 24 hours from mid night to next mid night.
- (xi) **A Month:** A month means month according to Gregorian calendar.
- (xii) **Deputy Conservator's Representative:** Deputy Conservator's representative means any Officer duly authorized by the Deputy Conservator to supervise the works.
- (xiii) **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.

(xiv) Sub-Contractor: Sub-Contractor means any person or firm or company to whom any part of work has been entrusted by the Contractor with the written consent of the Deputy Conservator.

(xv) Deficit Period: Deficit period shall mean the following:

The period during which the Slipway has been de-commissioned without the approval of the Deputy Conservator.

(xvi) EQUIPMENT: Equipment means all equipment, appliances and fittings in the slipway & workshop those are required to execute the work.

2. Responsibility for Executing Contract:

(i) The Contractor will be entirely responsible for the execution of the contract in all respects according to the terms and conditions as specified in the tender. The contractor should follow all the latest labour rules as per the Central / state Government circulars / orders. The contractor shall have to pay the EPF / ESI as per the rules during the contract period for the workers deployed for this contract.

(ii) Personal Protective Equipment (PPE): The tenderer shall be solely responsible, at his own cost, for the supply of required PPE to his workers and staff and he shall also ensure the use of PPE such as helmets, safety shoes, nose masks, hand gloves etc. by his staff at site.

(iii) The Contractor shall not sublet the whole **OR** Part Area allotted to them for slipway operation except where otherwise provided. If any work is allotted to sub-contractor and then for any liability or obligation under the contract and he shall be responsible for the defaults and neglects of any sub-contract, his Agents, Servants or Workmen.

3. SUBMISSION OF PERFORMANCE SECURITY DEPOSIT 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 10% of the total 05 years license fee based on per day 1st year per day quoted rate 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. The e-BG towards PSD shall be valid for 02 months beyond the contract period i.e. 05 years and 02 months or firm may deposit the e-Bank Guarantee (e-BG) having validity of one year two months and thereafter must renew in every year prior to expiry of existing e-BG. The e-Bank Guarantee to be executed on stamp paper of Rs.100/- in the prescribed Proforma of Paradip Port Authority.

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 APPENDIX – V & VA

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 –VII.

- (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.

4. SIGNING OF THE CONTRACT:

The tenderer/ contractor whose offer has been accepted shall within 15 days from the date of submission of PSD prior to commence the work, prepare and execute an agreement with the PPA on Rs.100/- non-judicial stamp paper in the prescribed format. The agreement shall be made in two sets, one original and one copy. One copy of the agreement shall be retained by the Contractor. All the expenses towards preparing the agreement shall be borne by the contractor.

5. Use of Slipway by PPA:

The Contractor shall give preference to PPA for repairing of their vessels at slipway. If the Slipway is required by the PPA, it should be made available within 30 (thirty) days' notice for routine slipway repairs. But in case of emergency docking / repairs of PPA vessels, the slipway shall be available immediately after undocking the existing vessel in the slipway. In case of utilization of the Slipway by PPA, PPA will pay the per day charges to the

Contractor limited to license fee payable to PPA within 15 days from date of receipt of the bill in duplicate. Other charges such as block setting, docking/ undocking, block shifting, electricity connection, fresh water connection etc. shall be paid as applicable to other customer or mutual agreed rates.

6. TERMINATION OF CONTRACT:

Either party, if desire may terminate the contract by giving six (06) months' notice only after completion of 01 (one) year from the date of commencement of the contract.

However, in case of any major breach of agreement of contract, the PPA shall have the right to terminate the contract with immediate effect along with forfeiture of EMD / Security Deposit. Also PPA may debarred the firm from participating in any tender of Paradip Port Authority for a period of 2 (two) years from participation of any tender of PPA.

7. FORCE MAJEURE:

(i) In the event of either party being rendered unable by force majeure to perform obligation required to be performed by them under the 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 force majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties. If any major damages occur to the assets of the slipway due to force majeure then repairs of the same shall be undertaken by PPA.

(ii) The term "Force Majeure" as employed shall mean acts of God, War, Revolt, Riot, Pandemic, Cyclone, Fire (not caused by negligence of the Contractor's employee) strike when the same is not limited or attributable solely to Contractor's employees. Provided always that upon occurrence and such cause and upon it's termination the party alleging that it has been rendered, unable, as aforesaid, to perform his duty as per CONTRACT, shall notify the other party in writing immediately but not later than 48 (forty-eight) hours of the alleged beginning and ending thereof, giving full particulars thereof and satisfactory evidence in support of his claim. Failure to do so may liable the party being denied of the shelter of the "Force Majeure" clause.

(iii) Notwithstanding anything contained herein above, the Contract period of 05 years will in no way be enhanced by way of operation of the 'Force Majeure' Clause.

(iv) In case PPA instruct not to operate slipway due to any inclement weather or any other emergency and major damage to the civil structures then firm need not to pay the rental charges for that particular period.

8. CONTRACTOR'S SUBORDINATE STAFF & THEIR CONDUCT:

(i) The CONTRACTOR after award of the work shall furnish names and depute qualified personnel having sufficient experience in carrying out works of similar nature to whom instruction of works will be given. The CONTRACTOR shall also provide to the satisfaction of the Deputy Conservator sufficient and qualified staff to superintend the

execution of the work, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the contract in such manner as will ensure work of the best quality, expeditious working. Whenever, on the opinion of the Deputy Conservator, additional properly qualified supervisory staff is considered necessary, they shall be employed by the CONTRACTOR without additional charge on account thereof. The CONTRACTOR shall provide competent and efficient supervision, over the work entrusted to them to the entire satisfaction of the Deputy Conservator.

- (ii) If and whenever the CONTRACTOR'S agents, assistant, foremen or other employees shall in the opinion of the Deputy Conservator be guilty of any misconduct or be incompetent or be insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Deputy Conservator, it is undesirable for administrative or any other reason for such persons to be employed in the work, the CONTRACTOR, if so directed by the Deputy Conservator shall at once remove such person and the persons so removed from the work shall not again be employed in connection with the work without the written permission of the Deputy Conservator.
- (iii) Any person so removed from the work shall be immediately replaced at the expense of the CONTRACTOR by a qualified and competent substitute. Should the CONTRACTOR be requested to repatriate any person removed from the work shall do so and shall bear all costs in connection therewith.
- (iv) The CONTRACTOR shall be responsible for the proper behavior of all the staff foremen, workmen and others and shall exercise a proper degree of control over them and in particular and without prejudice to the said generally, the CONTRACTOR shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the proprietors or occupiers of land and properties in the event of such employee so trespassing, the CONTRACTOR shall be responsible therefore and relieve the OWNER of all consequential claims for damages or injury or any other grounds whatsoever. The decision of the Deputy Conservator upon any matter arising under this Article shall be final. The CONTRACTOR shall be liable for any such liability which may have implication of law be deemed to be the liability of the OWNER on account of deployment of CONTRACTOR'S staff etc. or incidental or arising out of the execution of the CONTRACTOR.

9. VARIATION IN CONDITIONS OF CONTRACT:

In case of any variation in Instructions to Bidders (ITB), General Conditions of Contract (GCC) and Special Conditions of Contract (SCC), the Special Conditions of Contract – if any, shall prevail. But in case of any requirement / condition specified in the Scope of Work, it shall prevail over all other conditions. It may please be noted that at any time prior to the dead line for submission of Bids, Paradip Port Authority may, for any reason, whether at 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, Paradip Port Authority may, at its discretion, extend the dead line for submission of bid.

10. INSPECTION OF WORK:

- (i)** The Deputy Conservator / Senior Marine Engineer or their authorized representative will have full power and authority to inspect any work related to the CONTRACT at any time wherever in progress either on the site or at CONTRACTOR'S premises / workshop wherever situated.
- (ii)** The CONTRACTOR is to provide necessary instrument at all times during the progress of any work related to the CONTRACT for inspection and measurement and to provide proper means of access with ladders, gangways, etc. and necessary attendance to move and adopt as directed for inspection and measurement of work by Deputy Conservator.
- (iii)** All workmanship so far as repair and maintenance of the Slipway& Ancillaries is concerned will be of the quality specified in the CONTRACT or as per relevant Indian Standard and if the same is not specified, to the entire satisfaction of the Deputy Conservator. The repair and maintenance works shall be subject to such tests at CONTRACTOR's cost as the Deputy Conservator may direct at the place of work or at any such places connected with the work. The CONTRACTOR shall provide assistance, instruments, labourers and materials as are normally required for examining, measuring and testing the workmanship as may be selected and required by the Deputy Conservator / Sr. Marine Engineer. Whenever required it will be the responsibility of the CONTRACTOR to arrange for inspection of IRS / MMD Surveyor or other Statutory Authority at their own cost.

11. DEFECTS IN WORK DONE:

- (i)** If at any time, the Deputy Conservator decide that any repair and maintenance of PPA assets done by CONTRACTOR is defective or not in accordance with the CONTRACT, or that repair and maintenance work or any portion thereof are defective or do not fulfill the requirements of the CONTRACT as soon as reasonably practicable brings to CONTRACTOR'S notice in writing of the decision, specifying particulars of the defects alleged to exist or to have occurred, the CONTRACTOR shall at his own expenses rectify defects and make good. In the event the contractor fails to do so in a reasonable period of time, the Deputy Conservator shall carry out the repairs and the expenditure so incurred shall be recovered from the CONTRACTOR which shall be final and binding on the CONTRACTOR.
- (ii)** As soon as above repair and maintenance work has been completed in accordance with the CONTRACT, the Deputy Conservator or his representatives shall issue a certificate herein after called WORK DONE CERTIFICATE in which he shall certify the day on which work has been so completed.

12. PATENTS RIGHTS AND ROYALTIES:

- (i) The CONTRACTOR shall, at his own cost and expense, defend all the proceedings that may be instituted for alleged infringement of any patents involvement, the works and in case of an award of damages, the CONTRACTOR shall pay for award. In the event of any suit or other proceedings instituted against the OWNER the same shall be defended at the cost of the CONTRACTOR who also satisfy / comply any decree, order or award made against the OWNER, but shall be understood that no such machine, plant, Slipway, or thing has been used by OWNER for any purpose or any manner other than that for which they have been furnished, installed and specified under these specifications.
- (ii) Final refund of Security Deposit to the CONTRACTOR by the OWNER will not be made while any such suit or claim remains unsettled. In the event of Slipway or equipment any part thereof furnished to the CONTRACTOR is in such suit or proceedings held constitute infringement, and its use is enjoyed, the CONTRACTOR shall at his option, and at his own expenses either procures for the OWNER or to continue use the said Slipway, equipment or part thereof.

13. LIENS:

If, at any time, there should be evidence of any lien or claim for which the OWNER might have become liable and which is chargeable to the CONTRACTOR, the OWNER shall have the right to retain out of any payment the due or thereafter which become due an amount sufficient to completely indemnify the OWNER against such lien or claim and if such lien or claim be valid the OWNER may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to 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 be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

14. PAYMENT TO SUB-CONTRACTORS:

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

15. SAFETY REGULATIONS:

- (i) In respect of all labour directly or indirectly employed in the work for the performance of the CONTRACTOR'S part of this CONTRACT, the CONTRACTOR shall

make all safety provisions at his own expense to comply all statutory safety regulations.

- (ii) The CONTRACTOR shall observe and abide by all fire and safety regulations of Paradip Port Authority. Before starting the work, the CONTRACTOR shall consult safety personnel of OWNER and Deputy Conservator and must make good to the satisfaction of Deputy Conservator. Any loss or damage due to fire to any portion of the work done or to any of the existing property of OWNER shall have to be repaired or replaced by contractor.

16. UNDERTAKING BY THE BIDDERS (APPENDIX-VIII):

- (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 blacklisted/ ban of business with any government organizations.
- (d) The firm shall give declaration for the relation of Management level executive and Signatories with any Officer of Paradip Port Authority or any officer of the rank of Under Secretary or above in the Ministry of Ports, Shipping & Waterways (MOPSW).

17. DISCREPANCIES BETWEEN INSTRUCTIONS:

Should any discrepancy occur between the various instructions to CONTRACTOR, his agents or staff or any doubt arise as to the meaning of any such instructions or should there be any misunderstanding between CONTRACTOR'S staff and the Deputy Conservator's staff, the CONTRACTOR shall refer immediately in writing to Deputy Conservator whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.

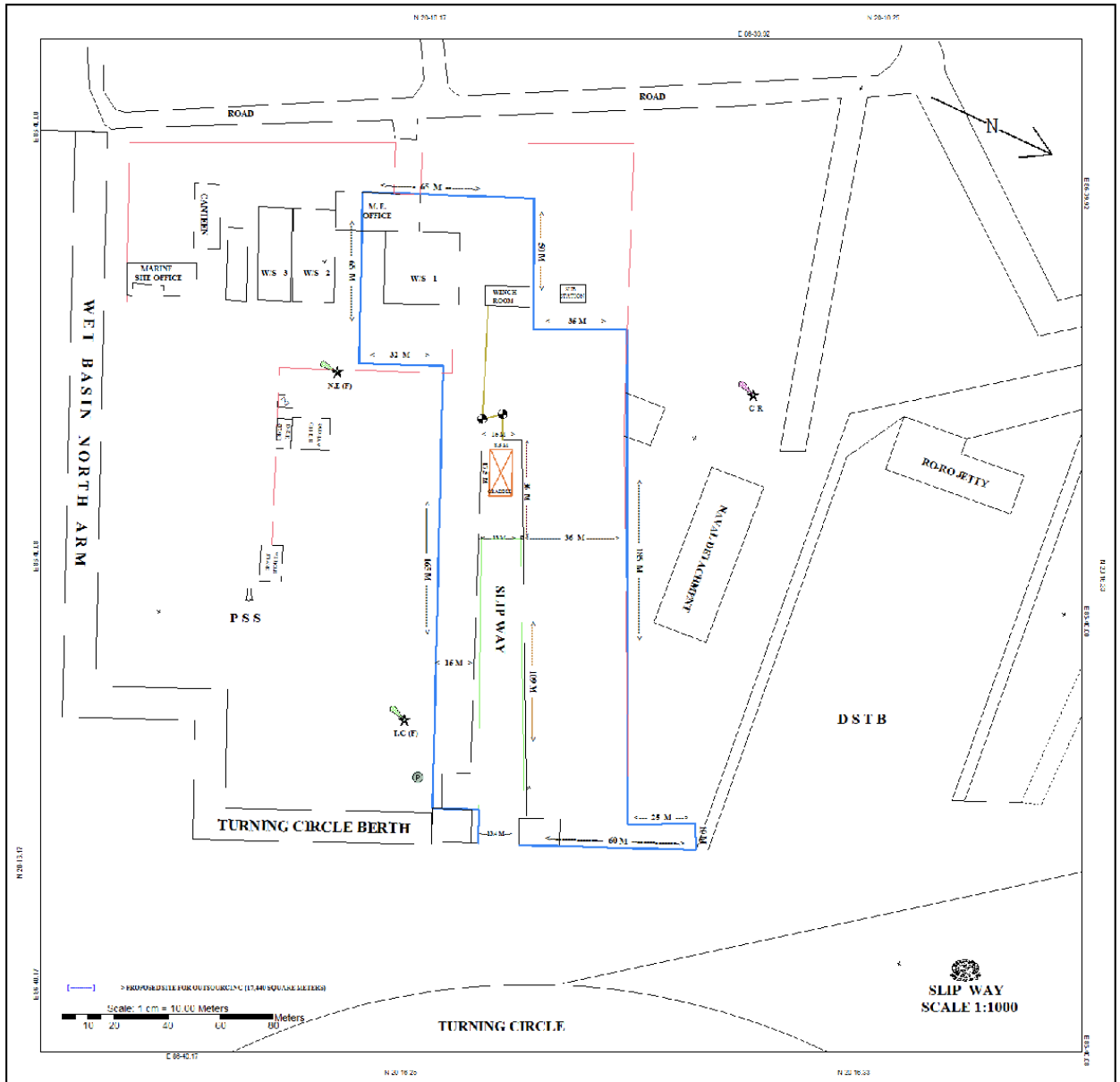
18. RESOLUTION OF DISPUTES:

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

TECHNICAL SPECIFICATION AND SCOPE OF WORK OF THE CONTRACT

1. **SPECIFICATIONS:** Paradip Port Authority shall outsource services of SLIPWAY FOR MANNING, MAINTENANCE AND COMMERCIAL OPERATION OF PPA SLIPWAY AND OTHER ANCILLARIES ON PAYMENT OF LICENCE FEE FOR A PERIOD OF 5 YEARS.
2. **LIST OF ASSETS / EQUIPMENTS:**
 - (a) Total Area: 17440 sq. m. (Area bounded by dark blue line in the drawing).
 - (i) Slipway including water bounded area and winch room: 1906.9 sq. m.
 - (ii) Open space: 16574.8 sq. m.
 - (iii) Enclosed space i.e. workshop: 561.6 sq. m.
 - (iv) Enclosed space i.e. Office: 303.6 sq. m.
 - (b) Slipway (concreted): Length: 78m and Width: 15m, Monolith gate width: 13.4m.
 - (c) 500 Ton winch: HP: 125, RPM: 985, Amp: 138 (functional).
 - (d) 300 Ton winch: HP: 25, RPM: 970, Amp: 34 (Functional).
 - (e) Cradle: Length: 17.5m, Breadth: 8.3m.
 - (f) Common user Layup berth: 60m.
 - (g) Source of Electricity: Available.
 - (h) Source of Water supply: Available.

3. LAYOUT OF SLIPWAY AREA:



4. SCOPE OF WORK:

The firm shall use the slipway, workshop and other allotted areas exclusively for building and repairing of ships and any other types of floating crafts, barges, navigational buoys etc and any other vessels and offshore related works.

- (a) The firm shall be allowed to Deploy Officers and Staff for the Manning, Maintenance & Commercial Operation of the SLIPWAY along with the Workshop in three shift basis for 365 days in a year subject to having valid passes. It is the responsibility of firm to provide the passes to their employees on payment of applicable charges to PPA. All the deployed personnel should use proper PPE while working at marine site.
- (b) To Carry out Docking / Undocking of vessels of appropriate sizes of vessels including blocking arrangement on the SLIPWAY shall be the responsibility of the Contractor. In

case of any support of floating crafts / tugs are required from Paradip port then the same shall be provided on payment of charges as per PPA SoR subject to availability.

- (c) The firm may use the Slipway for routine / emergency dry docking / repairs, under water inspections and surveys etc. for outside vessels and PPA vessels. However, PPA vessels shall have the priority over all other vessels and slipway to be provided within 30 days for normal routine dry docking repairs of port crafts but in case of emergency if required it shall be provided immediately after undocking the existing vessel in the slipway.
- (d) Housekeeping of SLIPWAY and other areas shall be maintained at top order. Scope of Contractor for routine work shall cover, but not limited to the followings:
 - (i) Removal of muck / mud and any other foreign materials from the floors of slipway, winch room. All the time slipway area shall be maintained neat and clean and safe working environment.
 - (ii) Generated all waste, waste grits, waste oil and scrap materials from the vessels and slipway area shall be disposed of by the contractor at their own expenses from time to time to keep the area clean. The firm shall take utmost care for storing of used oil to avoid any kind oil pollution at the slipway areas. In case of levy of any penalty for oil pollution by any state/ central statutory authority then same shall be borne by the contractor. The firm shall abide by all the rules and regulation of state/ central pollution control board.
 - (iii) All the equipment shall be maintained in good working condition. Greasing and cleaning of the machineries and equipment shall be done regularly. Besides, planned maintenances of the equipment and machineries shall be carried out as per the OEM schedule with proper records.

5. **Spares and stores:** The contractor will bear the expenses for spares and consumables for routine maintenance and repairs of machineries. The contractor shall arrange the required spare and repair the machineries to avoid any delay in operations. PPA will not provide any stores and spares except administrative support. Wire ropes and PP ropes required during docking and undocking shall be supplied by the Contractor.

6. All the steel structures of cradle and equipment in the winch room shall be de-rusted and painted at least once in a year. The required paints, chemical and consumables for the maintenances shall be on contractor's account. Greasing of wheels of slipway shall be carried out on undocking of each vessel.

Payment of rent: The Contractor must open a Port Ledger Account (P/L A/C) with F&A Department of PPA and maintain sufficient balance to recover the monthly rent including GST at the prevailing rate by end of the running month. In case the operation of the Slipway is commenced/ terminated during mid of a month, the rent will be calculated on a pro-rata basis for the actual days of operation in that month.

In case the firm is not maintaining sufficient balance in the (P/L A/C) and delay in receipt of monthly rent by the scheduled date, the Contractor shall have to pay interest @ **1.25% per month** or part thereof. In case the Contractor fails to pay the monthly rent for 02 (two) consecutive months and if extension is not allowed then the default amount shall be recovered from the Performance Security Deposit.

Electricity & water charges shall be paid by the Contractor to the concern Department/ Division as per the prevailing scale of rate and tariff and other terms and conditions laid out by Paradip Port Authority. In case of default, the amount shall be recovered from the Performance Security Deposit of the firm.

7. Requirement of any additional infrastructure facility for safe docking and undocking of vessels than the above shall be under the scope of Contractor. Also the firm can make any additional infrastructure facility if they require, with the approval of deputy conservator but after completion of contract the same shall be dismantled and to be cleared from the site or to hand over to the PPA without any additional cost.
8. The firm shall be responsible for keeping the slipway, marine workshop and machineries in good condition at all time for round the clock use. For this all the operational cost including stores, spares, lubricants, wages of staff, provident fund, victualling, repairs etc. will be on the account of the contractor. All the electrical motors, breakers, MCBs, lights to be repaired / renewed as and when required without any additional cost to PPA.
9. Prior to commencement of contract, a joint inspection will be carried out with Contractor's representative and representative of Deputy Conservator, PPA. Each and every movable / immovable items and their condition under the slipway head shall be accounted for and recorded under joint signature.
10. A layup berth of approx. 60 Mtrs. lengths next to the Slipway shall be available for common user which can be used by the contractor on payment of applicable charges to PPA as per Scale of Rates. In case if the contractor is requiring any other berths for securing their vessels for layup, same shall be obtained from the Traffic Department in DTR meeting through their agent.
11. If the firm do not carry out the maintenance as per the scope mentioned above then PPA will take over the work and complete it and the expenditures shall be recovered from the account of contractor or security deposit.
12. **Power Supply:** Paradip Port Authority shall provide electrical power supply according to the requirement of the firm through a feeder panel and electrical meter on payment basis as per the approved Tariff of Paradip Port Authority. **Present rate is Rs.8.46 per unit Plus Demand Charges @ Rs.250/- per KVA per month but it is subject to revision from time to time at the discretion of Paradip Port Authority.** The firm will have to pay the revised rate as and when it is done. The firm should supply the inspected and calibrated electric KWh energy meter from the competent authority for recording and monitoring the electricity consumption. The costs towards the KWh Energy Meter shall be borne by the

firm. The firm shall have to operate and maintain all the electrical equipment / breakers fitted on the Main switch Board. In case of defects are found any of the equipment / breakers then the firm should replace at their own cost in addition to this, the contractor is required to have a backup power supply system to attend any emergency work and to provide Watch & Ward. The firm shall provide sufficient lights in and around slipway for maintaining the safe working practice during dark hours on his own cost.

13. **Fresh Water supply:** Paradip Port Authority shall provide fresh water supply through flow meter on payment basis as per schedule of rate **(SoR)** of PPA.
14. **Watch & Ward:** During the execution of the contract, it shall be the responsibility of the contractor to arrange watch and ward of the assets. In case of any theft/loss of PPA property from the slipway site, the contractor shall be liable to compensate to PPA.
15. **Labour Laws:** The contractor shall comply in all respect with all statutes and regulations as may be necessary including State & Central Government laws regarding engagement of labours. Paradip Port Authority shall no way be held responsible for any accident.
16. **Office of Contractor and accommodation:** The contractor shall maintain an office at Paradip. Such office shall be opened at all reasonable hours to receive the instructions, notices and other communications. Also contractor shall provide accommodation to their officers and employees at their own cost. However, PPA may provide the required accommodation for the office, senior officers and employees depending on the availability subject to payment of rent at applicable approved rate.
17. **Termination of Contract:** The contractor, if desire may terminate the contract by giving six (06) months' notice only after completion of 01 year from the date of commencement of the contract. However, in case of any major breach of agreement, the PPA shall have the right to terminate the contract with immediate effect with forfeiture of Security deposit. Also PPA may black list the firm from participating of any other tender of Paradip Port Authority for a period of 2 (two) years.

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. SITE INSPECTION:

The bidders may inspect the site on any working day in between 0900 to 1700 hrs or may contact Deputy Conservator/ Senior Marine Engineer, Paradip Port Authority for further clarifications before submission of their bids.

2. BID EVALUATION:

Techno commercial bid shall be evaluated on the documentary evidence furnished by the bidder in support of eligibility criteria and annual turnover spelt out in the tender. The firm should quote the per day rate for first year. The H-1 quoted price of the bid for first year shall be considered as the base price for e-auction and the work order shall be issued to the highest bidder through an e-auction. The per day rates for the subsequent years, the escalation on the per day licence fee shall be considered after calculating the annual escalation factor percentage based on WPI of the preceding year.

3. BID VALIDITY:

Bid for this tender shall be valid minimum for a period of 180 days from the last date of submission of bids.

4. CONTRACT PERIOD AND DATE OF COMMENCEMENT:

Contract period for this tender is for a period of 05 (five) years from the date of commencement. The Contractor shall mobilize the required manpower, equipment and machineries and must commence the work with effect from 01.11.2026. If the contractor does not commence the work effect from 01.11.2026, then also they have to pay the license fee with effect from 01.11.2026.

5. PAYMENT TERMS:

The Contractor must open a Port Ledger Account (P/L A/C) with F&A Department of PPA and maintain sufficient balance to recover the monthly rent including GST at the prevailing rate by end of the running month. In case the operation of the Slipway is commenced/terminated during mid of a month, the rent will be calculated on a pro-rata basis for the actual days of operation in that month.

In case the firm is not maintaining sufficient balance in the (P/L A/C) and delay in receipt of monthly rent by the scheduled date, the Contractor shall have to pay interest @ **1.25% per month** or part thereof. In case the Contractor fails to pay the monthly rent for 02 (two) consecutive months and if extension is not allowed then the default amount shall be recovered from the Performance Security Deposit.

Electricity & water charges shall be paid by the Contractor to the concern Department/ Division as per the prevailing scale of rate and tariff and other terms and conditions laid out by Paradip Port Authority. In case of default, the amount shall be recovered from the Performance Security Deposit of the firm.

6. SUBMISSION OF PERFORMANCE SECURITY DEPOSIT 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 10% of the total 05 years license fee based on per day 1st year per day quoted rate 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 **APPENDIX-V**. The e-BG towards PSD shall be valid for 02 months beyond the contract period i.e. 05 years and 02 months or firm may deposit the e-Bank Guarantee (e-BG) having validity of one year two months and thereafter must renew in every year prior to expiry of existing e-BG.

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 APPENDIX -V or VA

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 -VII**.

- (b) The tenderer, whose offer has been accepted, shall execute an agreement with PPA on an Rs.100/- on 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.

7. INSPECTION:

The entire work shall be carried out under the supervision of Senior Marine Engineer / Marine Engineer, Paradip Port Authority.

8. SIGNING OF AGREEMENT:

The firm shall have to sign an agreement in a non-judicial stamp paper of Rs.100/- within 15 days from the date of submission of PSD. All the expenses related to signing the agreement shall be borne by the bidder.

9. NOTIFICATION OF SLIPWAY HIRE CHARGES FOR THE USERS:

The Slipway hire charges for the users should be notified and published well in advance (at least three months before) for a period of one financial year. For first year the rates may be published as soon as the work order is accepted by the firm. In case of utilization of the Slipway by PPA, PPA will pay the per day charge to the Contractor limited to license fee payable to PPA within 15 days from date of receipt of the bill in duplicate. Other charges such as block setting, docking/undocking, block shifting, electricity connection, fresh water connection etc. shall be paid as applicable to other customer or mutual agreed rates.

10. CONTRACTOR'S OBLIGATION:

The Contractor shall use the Slipway and other equipment under this contract only for the repair of vessels limiting it from docking to undocking only.

- (a) The Contractor shall call the vessels only having valid documents as per the M.S / I.V Act / Harbour Dry-dock Rules of any FG vessel with proper custom clearance.
- (b) The Contractor shall allow vessels to the Slipway only after ensuring that all the required clearances have been obtained by the vessel owner from concerned departments of PPA.
- (c) Watch and ward of vessels, while in the Slipway, shall be the responsibility of the Contractor.
- (d) The Contractor shall give preference for Slipway repairs of PPA vessels. If the Slipway is required by the PPA, it should be made available within 30 (thirty) days' notice.
- (e) In no case, the PPA is liable for idle period of the Slipway.
- (f) The Contractor shall not sublease the work nor assign the rights and interests of this contract nor assume a fresh partner or partners without the written permission of PPA.
- (g) The Contractor shall verify the antecedent of the workmen, from security angle, prior to engaging them for execution of this contract and confirm in writing. The Contractor shall be directly held responsible for any anti national activities carried out by workmen engaged for the work.

(h) PAYMENT OF EPF & ESI:

The Contractor will be entirely responsible for the execution of the contract in all respects according to the terms and conditions as specified in the tender. The contractor should follow all the latest labour rules as per the Central/ state Government circulars / orders. The contractor shall have to pay the EPF / ESI as per the rules during the contract period of the workers deployed under this contract.

11. OWNER'S OBLIGATION:

The Owners obligation will be limited to the followings:

- (a)** To allow vessels called for Slipway repairs with prior permission of Traffic Manager and/or Deputy Conservator, PPA on payment of applicable port dues and any other charges as applicable as per the Scale of Rate which is subject to change without notice.
- (b)** To ensure administrative support towards issue of gate passes for the men & materials on payment of required charges.
- (c)** To provide electricity /water supply to sites on chargeable basis as per the terms and conditions of port tariffs.
- (d)** To provide quarters for the accommodation of officers and staff of the Contractor subject to availability and acceptance of prevailing terms and conditions by the Contractor.
- (e)** The dredging of the approach to Slipway& layup berth shall be on the account of PPA.

12. TERMINATION OF CONTRACT:

The Contractor, if desire may terminate the contract by giving six (06) months' notice only after completion of 01 year from the date of commencement of the contract.

However, in case of any major breach of agreement of contract, the PPA shall have the right to terminate the contract with immediate effect along with forfeiture of EMD / Performance Security Deposit. Also PPA may black list the firm from participating in any tenders of Paradip Port Authority for a period of 02 (two) years.

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

FORM OF TENDER

To

The Deputy Conservator,
Marine Department,
Paradip Port Authority.

1. Having examined the general information and conditions of the contract and having satisfied ourselves of the work to be carried out for **“Manning, Maintenance and Commercial Operation of PPA Slipway and Other Ancillaries on payment of Licence Fee for a period of 05 (Five) years”** we offer to take up the work.
2. We further undertake, if our tender is accepted, we shall deposit 24 months license fee of the Contract within 30 (Thirty) days from the date of receipt of Letter of Award (LoA) in shape of e-Bank Guarantee as PERFORMANCE SECURITY DEPOSIT.
3. We further undertake, if our tender is accepted we shall prepare and execute the agreement in the prescribed form within 15 days from the date of issue of Letter of Award prior to commencement of work. 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 180 days from last date of submission of bid or such extension of time as may be accepted by us and same shall be binding on us and you are entitled to accept the same at any time before the expiration of the said period.
5. We have transferred EMD of Rs.7,38,800/- through RTGs / NEFT to A/c. No.0254104000169615 of PPA maintained with IDBI Bank Ltd., Paradip or submitted the e-BG bearing No. ----- having validity up to :----- . We have also transferred Tender Fee of Rs.2,500/- plus 18% GST = Rs.2,950/- through RTGs / NEFT to A/c. No.0254104000169615 of PPA maintained with IDBI Bank Ltd., Paradip.

OR

Confirm that we have submitted the Scan Copy of e-Bank Guarantee (e-BG) as per the format of **APPENDIX – IV** from any of the commercial / scheduled Banks having validity period of 45 (Forty-Five) days beyond the final bid validity period for the EMD/ Bid security i.e. 225 days from the last date of submission of bid.

OR

Confirm that we have submitted in the form of Insurance Surety Bonds/Fixed Deposit Receipt from any of the insurance company / Commercial Banks having validity of **45 (Forty-Five) days beyond bid validity period i.e. 225 days from the last date of submission of bid** or payment online in an acceptable form safeguarding the purchaser’s interest in all respects. **The Insurance Surety Bonds and Fixed Deposit Receipt shall be**

as per the format APPENDIX - IVA. The original of the Insurance Surety Bonds/Fixed Deposit Receipt shall be deposited in the office of the undersigned within seven days from the last date of submission of bid.

OR

Confirm that we have submitted the copy of registration certificate from 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) **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 Work Order to commence the work, the deposit of EMD indicated above shall stand forfeited to the Port Authority.

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 _____

ELIGIBILITY INFORMATION**COVER – 1**

Sl.No.	Description of Documents	Whether submitted by the Tenderer (Yes/No.)
1.	Name & Address of the firm with contact details like Phone Number, Fax Number, E-mail ID etc.	
2.	<p>Tender Fee of Rs.2,500/- Plus 18% GST = Rs.2,950/- in shape of RTGs / NEFT.</p> <p>The bidder must upload self-signed acknowledgement copy for deposits of cost of tender document along with other documents.</p> <p style="text-align: center;">OR</p> <p>The exemption towards submission of Tender Fee shall be considered for the bidders those who have registered with NSIC (National Small Industries Corporation) / MSE (Micro and Small Enterprises 2012) 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 at the time of bidding.</p>	
3.	<p>Account No. 0254104000169615 In favour of Paradip Port Authority Type of Account – SAVING Branch: IDBI Bank Ltd. IFSC: IBKL0000254</p> <p>The bidder must upload self-signed acknowledgement copy for deposits of EMD along with other documents.</p> <p style="text-align: center;">OR</p> <p>The bidder may submit the EMD in shape of Demand draft / Banker's cheque/ online payment in an acceptable form safeguarding the Purchaser's interest in all respects / e-Bank Guarantee issued by any scheduled Bank as per prescribed format. The e-BG towards EMD shall be valid for 45 days</p>	

	<p>beyond the bid validity period i.e. 225 days from the last date of submission of bid.</p> <p style="text-align: center;">OR</p> <p>The bidder may submit the EMD in shape of Insurance Surety Bonds from Insurance company/ Fixed Deposit Receipt from Commercial Bank. The insurance surety bond / fixed deposit to be executed on stamp paper of minimum Rs.100/- in the prescribed Proforma of Paradip Port Authority. The Insurance Surety Bond towards EMD shall be valid for 45 days beyond the bid validity period i.e. 225 days from the last date of submission of bid. The original of the Insurance Surety Bonds/Fixed Deposit Receipt shall be deposited in the office of the undersigned within seven days from the last date of submission of bid.</p> <p style="text-align: center;">OR</p> <p>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) submission (uploading) of certificate.</p>	
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“COVER – 2” – TECHNO-COMMERCIAL BID

Sl. No.	Description of Documents	Whether submitted by the Tenderer (Yes/No.)
1.	The Tender document except price schedule duly signed and stamped on all the pages.	
2.	The firm should have average Annual turnover of Rs.1,10,81,994/- (Rupees One Crore Ten Lakhs Eighty-one Thousand Nine Hundred Ninety-four) only during last three (03) financial years 2022-23, 2023-24 & 2024-25. The firm should submit the copies of Audited Balance Sheet / Annual Accounts from the Chartered Accountant firm.	

3. Scanned copy of original experience certificate of having successful completion of similar type of work during the last **07 (Seven) years ending on 30th April, 2026** shall have to be submitted in respect of (excluding GST):

(a) Three similar completed works each costing not less than **Rs.1,47,75,992/- (Rupees One Crore Forty-seven Lakhs Seventy-five Thousand Nine Hundred Ninety-two) only;**

(OR)

(b) Two similar completed works each costing not less than **Rs.1,84,69,990/- (Rupees One Crore Eighty-four Lakhs Sixty-nine Thousand Nine Hundred Ninety) only;**

(OR)

(c) One similar completed work costing not less than **Rs.2,95,51,984/- (Rupees Two Crores Ninety-five Lakhs Fifty-one Thousand Nine Hundred Eighty-four) only;**

Note: Similar works means the firm must have experience in

(i) Operation & maintenance of dry dock / Slipway;

OR

(ii) Successfully carried out dry docking repairs of vessel / vessels;

OR

(iii) Successfully built and commissioned new steel hull vessel/ vessels.

(a) The firms have to produce the Copy of Work Order or Agreement and Work Completion Certificate with executed value from the Owner / Employer excluding GST to proof their similar work experience.

(b) If any firm is having running contract but partial completed period is meeting the above amount of eligibility criteria as on **30th April, 2026**, then the firm can also participate in the tender.

(c) Scanned copy of Original TDS Certificate must be furnished if the work completion Certificate from any private organization and to submit statement of TDS for the specified works against similar work experience duly certified by Chartered Accountant firm supported by TDS Traces & 26AS as per the enclosed format as per the

	<u>APPENDIX – IX</u> , if the work experience is submitted from any private organization.	
4.	Duly signed copy of TECHNO COMMERCIAL INFORMATION as per <u>APPENDIX – I</u>	
5.	Copies of Certificates of Registration for GST, PAN, EPF, ESI or copy of Insurance policy for workmen compensation.	
6.	<p><u>UNDERTAKING BY THE BIDDER (in Letterhead) as follow: (As per APPENDIX – VIII)</u></p> <p>(i) Having understood all the terms and conditions of the tender document and having assessed the site conditions, we hereby confirm that the price offered by us is a firm price and includes all the taxes, duties, fees, cess etc. and all other incidental charges except GST.</p> <p>(ii) We undertake and declare that our firm is not having disputes / blacklisting / ban of business with any government organizations.</p> <p>(iii) We declare that we are not related to any officers of Paradip Port Authority or any officer of the rank of Under Secretary or above in the Ministry of Transport & Shipping, Govt. Of India.</p> <p>(iv) If firm is having any relation with officer or Paradip Port Authority then they should give a declaration along with the tender about the name of the relative who are employed as non-gazetted employee in Paradip Port Authority.</p>	
7.	<p><u>Cover – 3 (Price Bid as per BOQ):</u></p> <p>The firm shall submit the price bid as per BOQ in Cover – 3</p>	

Signature of the firm’s owner or Representative

e-BANK GUARANTEE FORMAT 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 e-Bank Guarantee from a Scheduled Bank for the sum of Rs. _____ (Rupees _____).

AND WHEREAS M/s. _____ have requested the Bank 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 THE BANK further declares that notwithstanding anything to the contrary contained hereinabove, the Bank's 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 upto _____ and

We are liable to pay the guaranteed amount or any part thereof under this e-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 hereunto set his/their hands and seals on the _____ of ____ 2026.

SIGNED, SEALED & DELIVERED

By the within named _____

Through its duly _____

Constituted Attorney Mr. _____

ACCEPTANCE OF e-BG

Sr. No.	Particulars	Beneficiary Details
1.	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	Paradip, Dist-Jagatsinghpur, Odisha
8.	Registered Office Address Pin Code	754142
9.	Communication Address	Paradip, Dist-Jagatsinghpur, Odisha
10.	Communication Address Pin Code	
11.	Business Unit Code	
12.	Contact Reference Number	
13.	Vendor Code	
14.	ePortal ID (GeM ID)	

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 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 upto _____ 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. _____

e-BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY DEPOSIT

To be used by Nationalized / scheduled Banks

- 1) In consideration of the Board of Authorities of Paradip Port Authority (hereinafter called 'the Board') having agreed to exempt _____ - _____ (hereinafter called the 'the said contractor/s') from the demand under the terms and conditions of an agreement to be entered between _____ and the Board of Authorities of Paradip Port Authority for **"Manning, Maintenance and Commercial Operation of PPA Slipway and Other Ancillaries on payment of Licence Fee for a period of 05 (Five) 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

ACCEPTANCE OF e-BG

Sr. No.	Particulars	Beneficiary Details
1.	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	Paradip, Dist-Jagatsinghpur, Odisha
8.	Registered Office Address Pin Code	754142
9.	Communication Address	Paradip, Dist-Jagatsinghpur, Odisha
10.	Communication Address Pin Code	
11.	Business Unit Code	
12.	Contact Reference Number	
13.	Vendor Code	
14	ePortal ID (GeM ID)	

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 "**Manning, Maintenance and Commercial Operation of PPA Slipway and Other Ancillaries on payment of Licence Fee for a period of 05 (Five) 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

FORMAT OF AGREEMENT

THIS AGREEMENT made this _____ day of _____ Two Thousand Twenty-six BETWEEN the Board of Paradip Port Authority, a BODY CORPORATE UNDER THE Major Port Trusts Act 38, 1963 (hereinafter called 'BOARD') which expression shall, unless excluded by or repugnant to the context, be deemed to include their successors in office, of the one PART AND **M/s.** _____(Name of contractor) having their Head Office at:_____, Regd. Office at: _____ and Branch Office at: _____ (hereinafter called the 'CONTRACTOR') which expression shall unless excluded by or repugnant to context, be deemed to include his heirs, executors, administrators, representatives and assignees or successors in office of the other part.

WHEREAS the Board is desirous of executing the work "**Manning, Maintenance and Commercial Operation of PPA Slipway and Other Ancillaries on payment of Licence Fee for a period of 05 (Five) years**" & WHEREAS the contractor has agreed to execute the work in accordance with the work order conditions of contract and other terms and conditions mutually agreed upon between the parties and WHEREAS the Contractor has submitted a Bank Guarantee bearing No._____ dated _____ issued by _____ (name of Bank), _____ (Address of Bank) for Rs._____ i.e.24 months license fee of the Contract as Performance Security Deposit for the due fulfilment of all the conditions of the contract for 05 (five) years.

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the general conditions of the contract, special conditions of contract and other terms and conditions mutually agreed upon hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this agreement viz:
 - (i) E-Tender Call Notice-Cum-E-Auction No. MD/ACCTS/WK/R-11/2025/567 dt.08/05/2026.
 - (ii) Offer No._____ dt._____ of M/s._____
 - (iii) Price Offer No._____ dtd._____ of M/s._____
 - (iv) Letter of Acceptance No._____ dtd._____.
 - (v) Work Order No._____ dtd._____.
3. The Contractor hereby covenants with the Board for Manning, Maintenance and Commercial Operation of PPA Slipway and Other Ancillaries on payment of Licence Fee for a period of 05 (Five) yearsat the daily rate of Rs._____ (Rupees _____ only) payable to the Board by the Contractor. The above cost is inclusive of all central / state taxes, duties, insurance etc. except GST.

4. The Contractor hereby covenants to make the monthly payment to the Board in the manner prescribed in the contract.
5. In the event of any dispute arising out of this contract, Clause-(Q) (Appeal) of General Conditions of Contract shall apply.

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

Signed and sealed FOR & ON BEHALF OF DEPUTY CONSERVATOR FOR & ON BEHALF OF

_____ (Contractor)

BOARD OF TRUSTEES, PARADIP PORT AUTHORITY

in the presence of the

WITNESSES:

- 1.
- 2.

- 1.
- 2.

FORMAT FOR REFUND OF EMD

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

To

The Deputy Conservator,
Marine Department,
Paradip Port Authority.

Sub.: Request for Refund of Earnest Money Deposited (EMD) by us for the tender "**Manning, Maintenance and Commercial Operation of PPA Slipway and Other Ancillaries on payment of Licence Fee for a period of 05 (Five) years**".

Ref.: E-Tender Call Notice-Cum-E-Auction No. MD/ACCTS/WK/R-11/2025/567 dt.08/05/2026.

Dear Sir,

With reference to the above tender, it is requested that the Earnest Money of Rs.7,38,800/- 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 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

UNDERTAKING BY THE BIDDER

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

To

The Deputy Conservator
Marine Department,
Paradip Port Authority

Sub.: Undertaking for the tender “**Manning, Maintenance and Commercial Operation of PPA Slipway and Other Ancillaries on payment of Licence Fee for a period of 05 (Five) years**”.

Ref.: E-Tender Call Notice (TCN) No. MD/ACCTS/WK/R-11/2025/567 dt.08/05/2026.

- (a)** We undertake that we have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and we have not committed any offence under the Prevention of Corruption Act (PC Act) in connection with the bid.
- (b)** We have understood all the terms and conditions of the tender document and have assessed the site conditions, we hereby confirm that the price offered by us is a firm price and includes all the taxes, duties, fees, cess etc. and all other incidental charges except GST.
- (c)** We undertake and declare that our firm is not having disputes / blacklisting / ban of business with any government organizations.
- (d)** We declare that the signing authority / Directors of the firm is 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 & Waterways, Govt. of India.

PPA may seek any other details / documents which it may feel as necessary to ascertain and establish the competence in all respects.

Signature of the bidder / their representative & stamp

APPENDIX - IX

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.