PARADIP PORT AUTHORITY
MARINE DEPARTMENT

E-TENDER DOCUMENT
FOR THE WORK

CARETAKING OF AN ABANDONED CRUDE OIL TANKER "MT UNITY" AT PARADIP PORT AUTHORITY ANCHORAGE

ESTIMATED COST: Rs.2,31,00,000/-

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. +91 77890-33783
Email: dc@paradipport.gov.in

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PARADIP PORT AUTHORITY
MARINE DEPARTMENT

No. MD/SPG/I-08/2026 (Pt.)/**1379** Dated, the 30th October, 2026

e-TENDER CALL NOTICE (e-TCN)

Online tenders are invited in Single Stage Three Cover System on behalf of the Board of Paradip Port Authority from the registered firms having ***valid RPSL Certificate from DG Shipping***, for deployment of caretaker team supported by shore-based technical assistance on abandoned crude oil tanker MT UNITY at anchorage near Paradip Port through on-line bidding in 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 willing to abide by terms and conditions of the tenders may submit their bids for the following works:

Description of work	Estimated Cost of work	Earnest Money Deposit	Tender fee	Completion Period
1	2	3	4	5
Caretaking of an abandoned Crude Oil Tanker "M T Unity" at Paradip Port Authority Anchorage.	Rs.2,31,00,000/- plus GST	Rs.4,62,000/- (Refundable)	NIL	**03 Months (90 days)**

N.B.:

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

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

2. TIME SCHEDULE OF TENDER:

Sl. No.	Particulars	Date	Time
1.	Tender e-Publication date	30/10/2026	15:00 Hrs.
2.	(a) Document download start date	30/10/2026	15:30 Hrs.
	(b) Document download end date	03/11/2026	15:00 Hrs.
3.	(a) Bid Submission start date	30/10/2026	15:30 Hrs.
	(b) Bid Submission end date	03/11/2026	15:00 Hrs.
4.	Tender (Technical Bid) Opening Date	03/11/2026	15:00 Hrs.

3. CONTRACT DATA

(A) GENERAL INFORMATIONS:

Sl. No.	Item	Details
1.	Name of the work	Caretaking of an abandoned Crude Oil Tanker "M T Unity" at Paradip Port Authority Anchorage.
2.	Employer	Paradip Port Authority
3.	Employer's Representative	Deputy Conservator, Paradip Port Authority.
4.	Controlling officer	Deputy Conservator, Paradip Port Authority.
5.	Accepting Authority	Board of Paradip Port Authority.
6.	Executing Authority	Harbour Master
7.	**Estimated Cost put to tender**	**Rs.2,31,00,000/- plus GST**

(B) BIDINFORMATION:

8.	Completion period	03 Months (90 days)
9.	Last Date & Time of submission of Bid	Date: 03/11/2026, Time: 15:00 Hrs.
10.	Date of opening (Technical Bids)	Date: 03/11/2026, Time: 15:00 Hrs.
11.	**EARNEST MONEY DEPOSIT** To pay in the form of on line	**Rs.4,62,000/-** Account No. 0254104000169615 In favour of Paradip Port Authority Type of Account – SAVING Branch: IDBI Bank Ltd. IFSC: IBKL0000254 Scanned copy of proof for deposits of Earnest Money Deposit (EMD) as detailed in the e-TCN.

	through National Electronic Fund Transfer (NEFT)/Real Time Gross Settlement (RTGS) only in favour of PARADIPPORT AUTHORITY,	OR The exemption towards submission of EMD shall be considered for the Micro and Small Enterprises bidders those who have registered with NSIC (National Small Industries Corporation) / MSE (Micro and Small Enterprises 2012) / District Industries Centre (DIC) / KVIC (Khadi & Village Industries Commission) / KVIB (Khadi & Village Industries Board) / Coir Board / MOMSME (Ministry of Micro, Small and Medium Enterprises) / URC (Udyam Registration Certificate) <u>in the first cover</u> at the time of bidding. **The firms who have not submitted required EMD or exemption certificate in the <u>first cover</u> shall be treated as non-responsive/ invalid and shall be rejected.**
12.	Bid validity period	**10 days**
13.	Currency of Contract	Indian Rupee
14.	Language of contract	English

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

4.1 Financial Criteria's: **<u>ELIGILIBILITY CRITERIA:</u>**

The Firms having following eligibility criteria can only participate in the tender.

4.2 The firm should have Average Annual turnover of **Rs.69,30,000/- (Rupees Sixty-nine Lakh Thirty Thousand) only excluding GST** during last three (03) financial years' i.e.2022-23, 2023-24 and 2024-25. The firm should submit the copies of Annual Audited Report from the Chartered Accountant firm.

4.3 Scanned copy of original Work Order/ LOA/ Contract Agreements and experience/completion certificate of having successful completion of similar type of work during the last **07 (Seven) years** ending on **30th September, 2026** should either of the followings:

(a) Successful completion of Three similar works with executed value of **Rs.92,40,000/- (Rupees Ninety-two Lakh Forty Thousand) only excluding GST;**

OR

(b) Successful completion of Two similar works with executed value of **Rs.1,15,50,000/- (Rupees One Crore Fifteen Lakh Fifty Thousand) only excluding GST;**

OR

(c) Successful completion of One similar work with executed value of **Rs.1,84,80,000/- (Rupees One Crore Eighty-four Lakh Eighty Thousand) only excluding GST;**

NOTE:

(i) **Similar job means:** Supply of Manpower for various Merchant vessels to any Major Ports or Shipping Company by **RPSL approved agencies** only.

(ii) Copies of work orders & respective satisfactory completion certificates with executed value must be furnished by the bidder in Technical Bid in support of eligibility.

(iii) Copies of Work Orders & Partial Work Completion Certificates in respect of Running Contracts shall be considered, subject to condition that value of work completed should meet any one of the above three criteria.

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

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

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

4.4 The Bidder must have the followings:

a) Valid RPSL certificate issued by DG Shipping (copy to be submitted online);

b) GST Registration Certificate (copy to be submitted online);

c) Permanent Account No. with Income Tax Department (Copy to be submitted online)

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

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

6. **Submission of Earnest Money Deposit (EMD) (In 1st Cover):**

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

OR

The Bidder should ensure that the transaction will be within stipulated bidding period for that tender. No previous dues of the bidder shall be adjusted towards the above transaction

of EMD. The bidder shall not use the same transaction in more than one tender otherwise his bid will be rejected.

The account from which the EMD will be deposited should be in the name of Contractor / authorized person of the firm who have digitally signed the bid. Refund of EMD in respect of unsuccessful bidders will also be made to that specific account of the bidder. A standard form at **APPENDIX –VI** for 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.

EMD of the unsuccessful bidder shall be refunded within 15 days from the date of receiving of the requisition after opening of price bids or within 30 days from the date of Award of the Work and for successful bidder it will be refunded after receiving the Performance Security Deposit.

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

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

7. The Bid documents will be available in the website: https://eprocure.gov.in/eprocure/app **from 15:30 hrs. of dt.30/10/2026 to dt.03/11/2026 up to 15:00 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.03/11/2026 up to 15:00 Hours.**

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

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

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

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

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

15. If the documents as per e-tender are not submitted in the **Second cover (Technical Bid / Pre-qualification Bid)** or shortfalls are noticed, then PPA at its discretion may ask the bidders for submission of shortfall documents on the basis of recommendation of tender committee or may reject the bids.

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

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

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 lowest tender.

Deputy Conservator
Paradip Port Authority

Copy to:

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

SECTION – I

INSTRUCTION TO BIDDERS (ITB)

1. Online bids under single stage three cover system is hereby invited on behalf of the Board of Paradip Port Authority from eligible bidders for the work **"Caretaking of an abandoned Crude Oil Tanker "M T Unity" at Paradip Port Authority Anchorage"** through on-line bidding on the website **https://eprocure.gov.in/eprocure/**apphaving Digital Signature Certificate (DSC) of Class-II or Class-III issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. **No Manual bids shall be accepted**.

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

2. **PRE-QUALIFICATION CRITERIA:**

(i) 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. 4 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.

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

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

(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.;

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

(d) If the firm has been black listed/suspended by any 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 instruction sgiven below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

4. REGISTRATION:

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

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

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

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

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

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

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

Note: Those who already enrolled need not to go through this step.

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

OR

The exemption towards submission of EMD shall be considered for the Micro and Small Enterprises bidders those who have registered with NSIC (National Small Industries Corporation) / MSE (Micro and Small Enterprises 2012) / District Industries Centre (DIC) / KVIC (Khadi & Village Industries Commission) / KVIB (Khadi & Village Industries Board) / Coir Board / MOMSME (Ministry of Micro, Small and Medium Enterprises) / URC (Udyam Registration Certificate) on submission (uploading) of certificate in the first cover 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) <u>Cover -1 (FEE):</u>

(i) Scanned copy of the Valid RPSL Certificate from DG Shipping:

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

(ii) **<u>EMD</u>**: Scanned copy of proof for deposit of EMD of **Rs.4,62,000/-**

OR

The exemption towards submission of **EMD** shall be considered for the Micro and Small Enterprises bidders those who have registered with NSIC (National Small Industries Corporation)with valid registration certificate / MSE (Micro and Small Enterprises 2012) / District Industries Centre (DIC) / KVIC (Khadi & Village Industries Commission) / KVIB (Khadi & Village Industries Board) / Coir Board / MOMSME (Ministry of Micro, Small and Medium Enterprises) / UAM (Udyog Aadhar Memorandum) on submission (Uploading) of Registration Certificate at the time of bidding in the **<u>First Cover</u>**.

The firms who have not submitted required EMD or exemption certificate in the <u>first cover</u> shall be treated as non-responsive/invalid and shall be rejected.

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

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

(i) Scanned copy of valid documents as mentioned in the pre-qualification criteria like insurance policy for workmen compensation.

(ii) Scanned Copies of Similar Job Completion Certificate, copy of work order having Date of Commencement, Date of Completion, Contract Value, Contact address of the organization.

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

(iv) Scanned Copy of Permanent Account Number (PAN) Card, GST Registration certificate, EPF Registration Certificate and ESI Registration Certificate.

(v) Scanned copy of original TDS Certificate 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) Detailed information regarding current litigation, if any, in which the tenderer is currently involved.

(viii) 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.

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

(x) <u>UNDERTAKING BY THE BIDDERS:</u>

(a) The bidders shall give an undertaking that they have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act (PC Act) in connection with the bid.

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

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

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

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

8. <u>OPENING & EVALUATION</u>:

8.1 For this tender, withdrawal of bid is not allowed.

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

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

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

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

8.6 Submission of Shortfall Documents will be accepted only through E-procurement module of CPP Portal.

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

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

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

8.9 The Opening Officers will systematically check the scanned copy of **proof of deposit of EMD or Exemption documents viz. NSIC / MSME Regn. Certificates**. If found in order, then will continue opening of all other documents in the system provided under Technical Bids.

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

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

8.12 Date of Financial/Price Bid opening would be specified after Technical Evaluation is completed.

8.13 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. Thesystem shall auto generate the Comparative statement. The bidders can view bid opening remotely on their personalized dash board under "Bid Opening (Live)" link.

8.14 After evaluation of the bid, all the bidders will get the information regarding their eligibility on website. Thereafter, a system generated e-mail confirmation will be sent to all

successful bidders. The bidders can check the same from the portal. The bidder will get the information regarding the status of their financial bid and ranking of bidders on website.

9. To assist in the examination, evaluation and comparison of tenders, PPA may ask tenderers individually for clarification online on the website https://eprocure.gov.in/eprocure/app and response to the same by the tenderer shall be online on the website https://eprocure.gov.in/eprocure/app. However, no changes in price or substance of the tender shall be sought, offered or permitted.

10. The tender shall remain valid and open for acceptance **for a period of 10 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 post or by fax. The tenderers will have an option to refuse the request without forfeiting their EMD. However, in the event of the tenderer agreeing to the request, they will not be permitted to modify the tender.

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

12. At any time prior to the last date of submission of tender, PPA may for any reason whatsoever, change or modify the tender documents by addendum(s) / Corrigendum(s). Tenderer may seek any clarification from PPA prior to submission of their bid. The addendum / corrigendum so issued will be published in our website at least 01 day prior to the last date for submission of the tender. The amendment to the document so carried out will form part of the tender and shall be binding upon the tenderers. PPA may at their discretion extend the last date for submission of tender to enable the tenderers reasonable time to submit their tender after taking into account such addendum / corrigendum.

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

14. All costs, charges and expenses including stamp duty in connection with the tender submission shall be borne by the tenderer. In addition, all costs, charges and expenses

including stamp duty in connection with the contract as well as preparation and completion of agreement by the tenderer's attorneys shall be borne and payable by the tenderer. No claim in this regard would be entertained by PPA.

15. COMMENCEMENT OF WORK AND LIQUIDATE DAMAGE:

The agreement (as per format at **APPENDIX – V**) is to be signed within ***2 (TWO) days*** from the date of submission of Performance Security Deposit. The tenderer shall commence the work **within 48 hours** from the date of submission of Performance Security Deposit.

If the tenderer fails to commence the work within ***within 48 hours*** from the date of submission of Performance Security Deposit, **liquidated damages at the rate of Rs.20,000/- (Rupees Twenty thousand) only per day** will be levied up to a maximum period of 5 (Five) days, thereafter PPA reserve the right to extend further with payment of penalty or the contract will be cancelled and EMD shall be forfeited.

16. CONFIDENTIALITY:

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

17. PROCEEDURE FOR FINALIZATION OF THE TENDER:

The Price Bids of pre-qualified firms will only be opened and the tenders shall be decided on the basis of lowest price offered by the firm.

18. EARNEST MONEY DEPOSIT (EMD):

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

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

(b) The EMD shall be forfeited, in the event of the tenderer withdrawing / modifying his tender before the expiry of ***tender validity of 10 days from the date of submission***.

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

(d) PPA reserves the right to forfeit the EMD in respect of successful tenderer, if he fails to enter into a contract and furnish the necessary Performance Security Deposit within 02 days after receipt of Letter of Award (LOA).

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

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

19. PERFORMANCE SECURITY DEPOSIT, SIGNING OF AGREEMENT

(a) PERFORMANCE SECURITY DEPOSIT:

The selected firm shall have to deposit the Performance Security Deposit within ***02 (two) days*** from the date of issue of Letter of Award. A sum of 3% of contract value of the tender shall be deposited by the successful tenderer (Contractor) as Performance Security Deposit (PSD) in shape of Demand Draft / Banker's cheque / online transfer / 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. for 05 (five) months.

EMD of the unsuccessful bidder shall be refunded within 15 days from the date of receiving of requisition after opening of price bids or within 30 days from the date of Award of Work and for successful bidder it will be refunded after receiving the Performance Security Deposit.

The e-BG for Performance Security Deposit shall be as per format **APPENDIX – IV.**

(b) The tenderer, whose offer has been accepted shall execute an agreement with PPA on a Rs.100/- non judicial stamp paper in the prescribed format within ***02 days*** from the date of submission of PSD. All the expenditure in connection with signing of agreement shall be borne by the tenderer.

SECTION – II

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS & INTERPRETATIONS:

Following words shall have the meaning hereby assigned to them.

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

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

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

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

e) **Harbour Master:** Harbour Master means the Harbour Master of Paradip Port Authority.

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

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

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

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

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

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

l) **Deputy Conservator Representative:** Deputy Conservator's representative means any Officer duly authorized by the Deputy Conservator to supervise the works.

m) **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.

n) **Deficit Period:** Deficit period shall mean, the period for which the workers are not available for work for any reason

2. BOARD'S RIGHT TO ACCEPT OR REJECT ANY TENDER:

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

3. DETERMINATION OF RESPONSIVENESS:

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

4. PROCESS TO BE CONFIDENTIAL:

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

5. NOTIFICATION OF AWARD AND DELIVERY:

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

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

(iii) The time to count for deployment of personnel and commencement of contract shall be from the date of ***submission of PSD.***

(iv) Upon the receipt of Letter of Award of the contract by the successful tenderer, he shall prepare two sets of Agreements as per prescribed format, after taking into account any changes thereafter agreed by both the parties, at the earliest without any delay and complete all the formalities and submit the same to the Board duly executed on non-Judicial stamp paper of Rs.100/- within ***02 days from the from submission of Performance Security Deposit***. One set of the agreement will be returned to the Contractor after the signature of the authorized person.

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

6. NO CORRESPONDENCE FROM UNSUCCESSFUL TENDERER:

No correspondence will be entertained from the unsuccessful tenderers.

7. CARE AND DILIGENCE:

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

8. COMPLIANCE WITH STATUTORY REQUIREMENTS:

The Contractor shall at all times during the continuance of the contract comply fully with four comprehensive **Labour Codes**, namely **(i) the Code on Wages,2019, (ii) the Industrial Relations Code,2020 (iii) the Occupational Safety, Health and Working Conditions Code,2020 and (iv) the Social Security Code, 2020.**

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

During the contract, the workmen/ personnel shall be kept insured by Contractor as per CBA / RPSL guidelines (Copy of Insurance coverage to be submitted prior commencement of work) at their expenses.

Notwithstanding the contractual obligation, the Board shall be entitled to all protections and defences under the provisions of the Major Port Authorities Act, 2021 including any amendments / changes as may be incorporated.

9. CONTROL OF PERSONNEL:

(a) The workmen/ personnel shall, during the contract period, be for all purpose at the disposal and control of the Deputy Conservator.

(b) If the Deputy Conservatorhas reason to be dissatisfied with the conduct or efficiency of the above workmen/ personnel, the Contractor on receiving particulars of the complaint, promptly investigate the matter and if necessary, shall make a change in the appointment.

(c) The above persons will carry out all orders of the Deputy Conservator or his representative.

(d) The personnel are required to carry out duties under the instructions of the Deputy Conservator or his authorized representative. Neither the Contractor nor the personnel will have any claim for reward or compensation for undertaking or assisting in such operations.

10. <u>CONTRACTOR'S SUBORDINATE STAFF & THEIR CONDUCT:</u>

(a) The Contractor after award of the work shall furnish names and depute qualified personnel as per the tender 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 supervise the execution of the work. 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.

(b) 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 persons so removed from the work shall not again be employed in connection with the work without the written permission of the Deputy Conservator.

(c) Any workmen/ personnel so removed from the work shall be immediately replaced at the expense of the Contractor by a qualified & competent substitute. Should the contractor be requested to repatriate any person removed from work shall do so and shall bear all costs in connection therewith.

(d) The Contractor shall be responsible for the proper behavior of all the staff 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 trespassing, the Contractor shall be responsible therefore and relieve the owner of all consequential claims for damage 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.

11. <u>RATES AND AMOUNTS INCLUDE ALL CHARGES:</u>

The rates and amounts submitted by the tenderer shall be gross rates and must include all payments on accounts of taxes, levies, duties, royalties etc., payable to the State of Odisha or Government of India or any other authority or Body Corporate and all other incidental charges that the tenderer may have to bear for the execution of the contract. GST as applicable shall be paid extra as per actual.

12. <u>PERIOD OF CONTRACT AND PAYMENT:</u>

The contract shall remain valid for a ***<u>period of 90 (ninety)</u>*** from the date of commencement of contract. However, PPA reserves the right to extend the contract further to meet the operational requirement at the same rates, terms & conditions. Payment shall be made at the end of each calendar month. The bill shall be submitted in duplicate. Payment shall be made within 15 days from the date of submission of bill clear in all respects. However, if payment of bill is delayed after 15 days for any reasons, the contractor shall not be entitled for claiming any interest. Payment shall be made in Indian Rupees only.

1st bill payment to the Contractor shall be made based on the tax invoice copy submitted by the Contractor. The Contractor is required to submit the supporting documents evidencing previous deposit of GST to the GST Authority from the 2nd monthly bill onwards failing which the bill will not be processed.

13. <u>PAYMENT OF TAXES:</u>

The Contractor shall be liable to pay all taxes, levies, duties and GST etc. to State Govt. or Govt. of India or any other authority under any law for the time being in force in respect of or in accordance with the execution of the contract. PPA shall reimburse the new taxes introduced by the Govt. during the contract period, if applicable under this contract.

14. <u>INCOME TAX DEDUCTION:</u>

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

15. <u>INSURANCE</u>:

(a) During the contract, the workmen/ personnel shall be kept insured by Contractor at their expenses in accordance to collective Bargaining agreement and RPSL guidelines.

(b) In the event of any act or negligence on the part of the Contractor which may vitiate any claim under the insurance herein provided, the Contractor shall indemnify the Board against all claims and demands which would otherwise have been covered by such insurance.

16. CONTRACTOR TO INDEMNIFY BOARD:

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

(b) Should Board have to pay any money in respect of such claims or demands as aforesaid, the amount so paid and the costs incurred shall be charged to and paid by Contractor and contractor shall not be at liberty to dispute or question the right of owner to make such payments notwithstanding the same may have been made without his consent or authority or in law or otherwise to contrary.

17. EMPLOYEES OF BOARD NOT INDIVIDUALLY LIABLE:

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

18. ACCOMODATION, TRANSPORT AND MEDICAL FACILITY:

The tenderer, at his own cost, shall arrange for the victualing, transport, and medical treatment of his staff.

19. FORCE MAJEURE:

(i) In the event of either party being rendered unable by Force Majeure to perform any obligation required to be performed under this contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which such cause lasts. No payments may be made for force majeure period.

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

(iii) Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately not later than 48 hours of the alleged beginning and ending thereof

giving full particulars and satisfactory evidence in support of its claim. Failure to do so may liable the party being denied of the shelter of the clause.

(iv) Time for performance of the relative obligation suspended by the Force Majeure shall then stand extended by the period for which such cause lasts.

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

(vi) Notwithstanding with anything contained therein above the total contract period of one year will no way be enhanced by way of operation of the clause.

20. TERMINATION OF CONTRACT:

(a) The Deputy Conservator reserves the right to terminate the ***contract by giving 10 days' notice to the Contractor.*** The agreement may also be terminated within the contract period for the reasons of major breach of agreement with forfeiture of Performance Security Deposit and black list the firm for a period of 02 (two) years from participating in any tender of Paradip Port Authority (PPA).

(b) The Contractor may terminate the contract by giving ***at least 30 days' notice.***

21. VARIATION IN CONDITIONS OF CONTRACT:

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

22. RESOLUTION OF DISPUTE:

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

SECTION – III

SCOPE OF WORK

Name of the work: **Caretaking of an abandoned Crude Oil Tanker "M T Unity" at Paradip Port Authority Anchorage.**

The vessel is stationary at coastal anchorage, with no cargo operations, no routine trading and no planned voyage. The objective is to maintain the vessel in a safe condition, prevent pollution, hull integrity and respond to foreseeable emergencies until the owner, insurer, port authority or competent government authority decides its final disposition.

MAJOR PARTICULARS OF THE VESSEL:

Name of the vessel: MT UNITY (without any valid certificates) Built: 2009

IMO NO: 9388792

GRT: 62863

LOA/BEAM/DEPTH= 245m/42m/22.8m

Present draft= F/6.2m, A/8.2m

The contract shall cover the following activities.

- Maintain a continuous watch over the vessel, including navigation lights, anchor position, weather and security.
- Monitor bilges, ballast tanks, cargo-tank levels where accessible, sea-water ingress, hull leakage.
- Maintain electrical power, emergency lighting, communications, fire protection and essential pumps.
- Keep pollution-prevention equipment ready and report any oil leak or probable discharge immediately to the relevant authorities.
- Maintain machinery and equipment in a safe standby condition, with no commitment to restore the vessel to seaworthy or trading condition.
- Arrange shore-based technical assistance when required.
- Maintaining anchors, chains, windlass, mooring equipment and towing points.
- Emergency towing connection and suitable towline arrangement.
- VHF radios, cellular communications, GPS/AIS checks and emergency power.

1. **Commercial Terms:**
    - Contract duration: About 90 days, extendable by mutual agreement.
    - Deployment: Within 48 hrs.
    - Payment: In Indian rupees.

- Insurance: Responsibilities for insurance of caretaking team by the bidder in accordance to RPSL guidelines and collective bargaining agreement..
- Termination: 10 days' notice period and demobilization.
- Validity: 10 days from submission.
- ***Subletting not permitted***.

2. <u>Proposed on-board caretaking manpower:</u>

15 persons on-board, plus shore-based emergency support.

A. <u>On-board caretaker team:</u>

Caretaker Master- 1 no.

Chief Officer / senior Deck Officer- 2 nos.

Chief Engineer -1 no.

2nd Engineer / 3rd Engineer -2nos

Motormen / Engine room ratings -2 nos.

Fitter -1 no.

Able Seafarers / Deck ratings -3 nos.

Electrical Officer- 1 no.

Cook / catering rating -2 nos.

Total on-board =15 nos.

All personnel should be medically fit, appropriately qualified with valid tanker endorsement.

B. <u>Shore-based and call-out support:</u>

Marine superintendent / DPA- 1 designated (Contact details to be provided).

<u>TERMS AND CONDITIONS</u>

The bidder shall submit online ***<u>in the First Cover the</u>*** copy of the ***<u>valid RSPL license issued from Directorate General of Shipping</u>***. In the **<u>absence of RPSL license in the first cover , the bid will be rejected summarily</u>**.

SECTION – IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. BID SUBMISSION PROCEDURE:

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

2. INSPECTION:

The entire work shall be carried out under the supervision of Deputy Conservator or his representatives.

3. BID EVALUATION:

The technical bids shall be evaluated on the basis of documents submitted by the bidders. PPA reserves the right to ask any shortfall documents if desired with recommendation of Tender Committee. The tender shall be evaluated on the basis of total quoted percentage in the BOQ. Normally the price of the lowest bidder is accepted but PPA is not bound to accept it and may discharge the tender without assigning any reasons.

4. PAYMENT TERMS:

The firm shall raise the bill on monthly basis as per the actual quantity executed during that month. The firm shall submit the bill in duplicate along with the copy of work done report and proof against the payment of wages to the workers duly certified by Officer-in-charge. Payment shall be released within 15 (Fifteen) days from the date of receipt of complete bills in duplicate containing copies of payment receipts made through bank (bank statement) issued to crew , salary slip and vessel's machinery working status and maintenance carried out in accordance to PMS.

1st bill payment to the Contractor shall be made based on the tax invoice copy submitted by the Contractor. The Contractor is required to submit the supporting documents evidencing previous deposit of GST to the GST Authority from the 2nd monthly bill onwards failing which the bill will not be processed.

5. PAYMENT OF WAGES TO THE WORKERS:

The Contractor shall make monthly payment to the workmen engaged for execution of the contract by 7th of every succeeding month in compliance to the statutory acts. The Contractor shall have to maintain a payment register. The Contractor must ensure payment of minimum wages as per the Minimum Wages Act through Cheque / Demand Draft / RTGS / NEFT against the SB Account of each workmen, engaged during the execution of contract.

6. SIGNING THE AGREEMENT:

The firm shall sign the agreement in a non-Judicial stamp paper of Rs.100/- within 02 days from the date of submission of Performance Security Deposit (PSD).

APPENDIX – I

TECHNO-COMMERCIAL INFORMATION

1.	Name of the Bidder	:	
2.	Present address with Telephone No. e-mail id and name of the contact person	:	
3.	Whether you accept all the terms and conditions of the contract	:	Yes / No

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

Signature of the firm's owner or Representative

APPENDIX – II

FORM OF TENDER

To

The Deputy Conservator,
Marine Department,
Paradip Port Authority

1. Having examined the general information and conditions of contract and having satisfied ourselves of the work to be carried out for the work "**Caretaking of an abandoned Crude Oil Tanker "M T Unity" at Paradip Port Authority Anchorage**", we offer to take up the work.

2. We further undertake, if our tender is accepted, to deposit the Performance Security Deposit amount as mentioned in the tender document within 02 days from the date of receipt of Letter of Award (LOA) in shape of DD/Banker's cheque/NEFT/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 02 daysfrom the date of submitting of Performance Security Deposit. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding contract between us.

4. We undertake to abide by our tender ***for a period of 10 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.4,62,000/-** through RTGs / NEFT to A/c. No.0254104000169615 of PPA maintained with IDBI Bank Ltd.,Paradip.

OR

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

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

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 ***submission of PSD*** to commence the work, the deposit of EMD shall stand forfeited to the Port Authority.

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

Dated, Signature _____

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

Witness 1 Signature _____

Address _____

Witness 2 Signature _____

Address _____

APPENDIX – III

ELIGIBILITY INFORMATION
COVER-1- RSPL License & EMD

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.	Scan copy of RSPL license	
3.	EMD of **Rs.4,62,000/-** in shape RTGs / NEFT. Scanned copy of proof for deposits of Earnest Money Deposit (EMD). The exemption towards submission of EMD shall be considered for the Micro and Small Enterprises bidders those who have registered with NSIC (National Small Industries Corporation) / MSE (Micro and Small Enterprises 2012) / District Industries Centre (DIC) / KVIC (Khadi & Village Industries Commission) / KVIB (Khadi & Village Industries Board) / Coir Board / MOMSME (Ministry of Micro, Small and Medium Enterprises) / URC(Udyam Registration *Certificate*) on submission (Uploading) of certificate for specific goods or Service on submission (uploading) of Certificate **in the first cover** at the time of bidding. **The firms who have not submitted required EMD or exemption certificate in the first cover shall be treated as non-responsive/ invalid and shall be rejected.**	

"COVER – 2" – TECHNO-COMMERCIAL BID

Sl. No.	Description of Documents	Whether submitted by the Tenderer (Yes/No.)
1.	The firm should have Average Annual turnover of **Rs.69,30,000/- (Rupees Sixty-nine Lakh Thirty Thousand) only excluding GST** during last three (03) financial years' i.e.2022-23, 2023-24 and 2024-25. The firm should submit the copies of Annual Audited Report from the Chartered Accountant firm.	

2.	Scanned copy of original Work Order/ LOA/ contract agreements and experience/completion certificate of having successful completion of similar type of work during the last **07 (Seven) years** ending on **30th September, 2026** should either of the followings: **(a)** Successful completion of Three similar works with executed value of **Rs.92,40,000/-(Rupees Ninety-two Lakh Forty Thousand) only excluding GST;** **OR** **(b)** Successful completion of Two similar works with executed value of **Rs.1,15,50,000/-(Rupees One Crore Fifteen Lakh Fifty Thousand) only excluding GST;** **OR** **(c)** Successful completion of One similar work with executed value of **Rs.1,84,80,000/- (Rupees One Crore Eighty-four Lakh Eighty Thousand) only excluding GST;** **NOTE:** **(i)** **Similar job means:** Supply of Manpower for various Merchant vessels to any Major Ports or Shipping Company by ***RPSL approved agencies*** only. **(ii)** Copies of work orders & respective satisfactory completion certificates with executed value must be furnished by the bidder in Technical Bid in support of eligibility. **(iii)** Copies of Work Orders & Partial Work Completion Certificates in respect of Running Contracts shall be considered, subject to condition that value of work completed should meet any one of the above three criteria. **(iv)** Scanned copy of Original TDS Certificate (TDS Traces) of Form 26 AS downloaded from IT Website of Govt. of India must be furnished if the work Completion Certificate from any Private Organization is submitted. Also, the firm shall submit the statement of income Tax paid against the submitted executed value of completed work duly certified by the Chartered Accountant firm as per **APPENDIX – VII.** **(v)** The submission of Work Completion Certificate with executed values undertaken at Paradip Port Authority is ***optional.*** **(vi)** In case of any firm submits the similar work experience from foreign firm, they must submit the TDS Traces/ Certificate or exemption certificate from IT Department, Govt. of India.	

4.	Copies of Certificates of Registration for PAN & GST	
5.	Duly signed copy of TECHNO COMMERCIAL INFORMATION as per **APPENDIX – I.**	
6.	**UNDERTAKING BY THE BIDDER (in Letterhead) as follow:** **(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. **(ii)** We undertake and declare that our firm is not having debar/ blacklisting / ban of business with any government organizations. **(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. **(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.	

Cover-3 (FINANCIAL/ PRICE BID)

1.	It shall contain the Price Bids for the work in the Bill of Quantity [BoQ] format. Bidders have to only write (type) the figures, the words will be self-generated (Enabling macros).	

Signature of the firm's owner or Representative

APPENDIX – IV

e-BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY DEPOSIT

Ref.: e-Tender Call Notice No. MD/SPG/I-08/2026(Pt.)/1379, dt.30/10/2026.

Name of the work: **Caretaking of an abandoned Crude Oil Tanker "M T Unity" at Paradip Port Authority Anchorage**.

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

KNOW ALL MEN by these presents that we _____ _____ having our registered office at _____ (hereinafter called "The Bank") are bound onto Paradip Port Authority (hereinafter called Paradip Port Authority) in the sum of Rs._____ (Rupees_____) only, for which payment will and truly to be made to the said purchases, the Bank binds itself, its successors and assigns, by these presents. Sealed with the common seal of the Bank this _____ day of _____ 20_____.

THE CONDITIONS under which the Performance Security Deposit shall be forfeited are as under:

1. If the Bidder fails to comply with the terms & conditions of the tender as per agreement.

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

This e-Bank Guarantee shall be payable on submission of a request letter for revocation at Paradip Branch with Code No. _____ at Paradip in case there is a branch at Paradip and in case there is no branch at Paradip, then at a branch nearest to Paradip strictly following the guidelines issued by RBI from time to time. (The detailed postal address of the branch of the bank and IFSC code& email ID of the Bank Branch).

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

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

"Notwithstanding anything to contrary contained in any law for the time being force or banking practice, this guarantee shall not be assigned or transferable by the beneficiary. Noticed or invocation by any person such as assignee, transferee or agent of beneficiary shall not be attained by the Bank. Any invocation of guarantee can be made only by the beneficiary directly."

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

a. Our liability under this guarantee shall not exceed Rs. ---------- (Rupees----------) only.

b. This e-Bank Guarantee shall be valid up to----------; and

c. We are liable to pay the Guarantee 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……..(date of expiry of Guarantee).

(Name of the Bank)

BY_____

Title

Authorized Representative

(Signature of witness)

Name & Address of witness:

APPENDIX – V

FORMAT OF AGREEMENT

THIS AGREEMENT made this _____ day of _____ 0226 (Two thousand twenty-six) BETWEEN the **Board of Port of Paradip** A BODY CORPORATE UNDER THE Major Port Authorities Act 2021 (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 **"Caretaking of an abandoned Crude Oil Tanker "MT Unity" at Paradip Port Authority Anchorage"**& 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 Performance Bank Guarantee bearing No._____ dated _____ issued by _____ (name of Bank), _____ (Address of Bank) for Rs._____ @ 3% of the estimated amount of ***Rs.6,93,000/-*** as Performance Security Deposit for the due fulfillment of all the conditions of the contract for twenty-four months.

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 No. MD/SPG/I-08/2026(Pt.)/1379, dt.30/10/2026.

(ii) Offer No._____ dtd._____ of Contractor;

(iii) Price Offer No._____ dtd._____ of Contractor;

(iv) Letter of Award No. MD/SPG/I-08/2026(Pt.)/_____dt._____; and

(v) Work Order No. MD/SPG/I-08/2026(Pt.)/_____dt._____.

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

4. In the event of any dispute arising out of this contract, clause-22 of GCC (RESOLUTION OF DISPUTE) of General Conditions of Contract shall apply.

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

Signed and sealed
FOR & ON BEHALF OF
_____
In the presence of the

DEPUTY CONSERVATOR
FOR & ON BEHALF OF
BOARD OF PARADIP PORT AUTHORITY

WITNESSES:

1.

2.

1.

2.

APPENDIX – VI

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 **"Caretaking of an abandoned Crude Oil Tanker "M T Unity" at Paradip Port Authority Anchorage"**.

Ref.: e-Tender Call Notice (e-TCN) No. MD/SPG/I-08/2026(Pt.)/1379, dt.30/10/2026.

Dear Sir,

With reference to the above tender, it is requested that the Earnest Money of **Rs.4,62,000/- (Rupees Four lakh Sixty-two thousasnd) only** 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

APPENDIX – VII

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.

Validate Print Help

Item Rate BoQ

Tender Inviting Authority: Deputy Conservator, Paradip Port Authority.

Name of Work: Caretaking of an abandoned Crude Oil Tanker "M T Unity" at Paradip Port Authority Anchorage.

e-Tender Call Notice (TCN) No. MD/SPG/I-08/2026/1379 Date: 30/10/2026.

Bidder Name :						
PRICE SCHEDULE **(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only).**						
NUMBER #	**TEXT #**	**NUMBER**	**TEXT #**	**NUMBER #**	**NUMBER #**	**TEXT #**
Sl. No.	**Item Description**	**Quantity**	**Units**	**BASIC RATE In Figures To be entered by the Bidder Rs. P**	**TOTAL AMOUNT**	**TOTAL AMOUNT In Words**
1	**2**	**4**	**5**	**13**	**53**	**55**
1.0	To quote for 15 nos. care taking crew including wages and victualling (per month)	3	Months		**0.00**	INR Zero Only
2.0	Crew mobilization & de-mobilization on-board MT Unity, including insurance and other incidental cost.	1	Lump Sum		**0.00**	INR Zero Only
3.0	**NB.: The above quote excluding GST.**					
Total in Figures					**0.00**	INR Zero Only
Quoted Rate in Words		**INR Zero Only**				